

RESIDENCY AGREEMENT
THE OVERLOOK LIFE CARE COMMUNITY



FEE FOR SERVICE

Revised April 2015

Date:

Resident(s):

Residence:

88 Masonic Home Road (Route 31)
Charlton, MA 01507



TABLE OF CONTENTS

I.	RESIDENT’S RIGHT OF RECISION	1
II.	OBLIGATIONS OF SPONSOR.....	1
III.	DESCRIPTION OF SERVICES.....	2
IV.	RESIDENT PARTICIPATION	2
V.	FEES AND ENTRANCE FEE REFUNDS	5
VI.	TERMS OF RESIDENCY	11
VII.	REPRESENTATIONS OF RESIDENT	13
VIII.	COVENANTS OF SPONSOR	14
IX.	COVENANTS OF RESIDENT	14
X.	TRANSFER OF RESIDENT TO ANOTHER INSTITUTION	16
XI.	TERMINATION BY RESIDENT	17
XII.	TERMINATION BY SPONSOR	19
XIII.	DISPUTES	20
XIV.	MISCELLANEOUS	21
XV.	DISCLOSURE STATEMENT	21
	EXHIBIT A: REFUND PAYMENT DIRECTION ADDENDUM	23
	EXHIBIT B: GUARANTY	25

RECITALS

Overlook Communities, Inc., a Massachusetts not-for-profit corporation (“Sponsor”), is the developer and owner of a continuing care retirement community known as “The Overlook”, located on Masonic Home Road in Charlton, Massachusetts. Sponsor plans to provide quality continuing care (as described in this Agreement) to residents of The Overlook at costs commensurate with the services and facilities contemplated by this Agreement. It is the goal of the Sponsor to allow residents to continue an independent life style at The Overlook, with the peace of mind associated with knowing that certain additional services and care are available if ever needed.

The person or persons who sign this Residency Agreement are referred to throughout this Agreement as “Resident” and this Residency Agreement shall apply to each person signing the Agreement and if applicable, the survivor. Resident has decided to move to The Overlook to enjoy the facilities and services contemplated by this Agreement. The facilities of The Overlook include independent living, related common areas and access to enhanced living, memory care, rest home and skilled nursing operated by Overlook Masonic Health Center, Inc., as set forth below.

This Agreement is made and entered into between Sponsor and Resident as a commitment by Sponsor and Resident to the terms and conditions hereinafter set forth.

I. RESIDENT’S RIGHT OF RESCISION

Resident has the right to rescind, cancel and terminate this Agreement provided written notice is given of the decision to rescind to the Sponsor at any time prior to the Occupancy Date, as defined herein below. If Resident decides to rescind the Agreement, he/she must send written notice to The Overlook, 88 Masonic Home Road, Charlton, Massachusetts 01507-0189.

See Section V(b) regarding refund of the Entrance Fee Deposit upon rescision and Section XI regarding the other termination provisions of this Agreement. “Occupancy Date” is defined herein as the date upon which Resident is authorized by Sponsor to take possession of Resident’s independent living residence, which date shall be established by Sponsor’s delivery of keys to such residence to Resident.

II. OBLIGATIONS OF SPONSOR

In consideration for Resident’s performance of his or her duties and obligations under this Agreement, Sponsor agrees to provide the services described in this Agreement and agrees to make the independent living residence number _____ which is _____ Apartment available to Resident for Resident’s use for life or until permanent transfer to Overlook Masonic Health Center, Inc.’s enhanced living, memory care, rest home or skilled nursing residences, or until termination of this Agreement in accordance with Section XI or XII.

III. DESCRIPTION OF SERVICES

In consideration for Resident's payment of the applicable Monthly Fee, as defined herein, and subject to this Agreement being sooner terminated as provided herein, Sponsor shall provide the services listed on **Schedule 1** attached hereto and incorporated by reference herein to Resident at The Overlook for as long as Resident resides at The Overlook.

Sponsor will also provide or make available through a third party, those services listed on **Schedule 2** attached hereto and incorporated by reference herein, which services are outside the scope of the services covered by the applicable Monthly Fee ("Ancillary Services"), to Residents for an additional charge.

Resident has elected not to participate in Sponsor's Life Care Program, and has elected not to pay the Life Care Fee; however, Resident's application to Overlook Masonic Health Center, Inc.'s enhanced living, memory care, rest home and skilled nursing residences shall have priority status over non-resident applications (subject to Provider's typical financial and healthcare conditions). If Resident is admitted into Overlook Masonic Health Center, Inc.'s enhanced living, memory care, rest home or skilled nursing residences, Resident shall pay the applicable per diem rate, available to those residents not participating in Sponsor's Life Care Program.

Resident, at Resident's expense, will have the right to be treated by any physician of his or her choice. Upon residency at The Overlook, Resident, if competent, or Resident's representative, if Resident is not competent, shall designate such physician as Resident's attending physician and shall keep Sponsor informed of any change in the Resident's attending physician. Resident's attending physician is responsible for Resident's medical care.

IV. RESIDENT PARTICIPATION

- (a) Residents shall have the right to organize and participate in a resident association (or associations) at The Overlook. Any resident group organized pursuant to this Section ("Residents Association") shall have the following rights, subject to reasonable limitations deemed appropriate by management to maintain the integrity of the community:
 - (1) The right to engage in group activities, including for the purpose of keeping informed of the operations of The Overlook;
 - (2) The right to use The Overlook's facilities to conduct private meetings;
 - (3) The right to obtain current copies of the Disclosure Statement, Annual Report, Audit Reports and final results of any regulatory findings pertaining to The Overlook as a whole or any of its component facilities;

- (4) The right to be represented by an individual of their choice in communications with The Overlook's management;
 - (5) The right to engage in concerted activities for their own purposes; and
 - (6) The right to obtain outside advice, consultation and services of their own choosing and at their own expense on any matter, including, but not limited to, medical, legal and financial matters.
- (b) Resident shall, subject to reasonable limitations as referenced above, have the right to independence, dignity, individuality, privacy, choice, a home-like environment and self-determination, including, but not limited to:
- (1) Recognition of the Resident's rights, responsibilities, needs and preferences;
 - (2) Freedom to select or refuse services and accept responsibility for the consequences;
 - (3) Freedom to develop and maintain social ties with opportunities for meaningful interaction and involvement in The Overlook;
 - (4) Acknowledgement of Resident's personal space and Resident's right to furnish and decorate that personal space as private;
 - (5) Freedom to set his/her own schedule, have visitors and leave The Overlook;
 - (6) Freedom from abuse, neglect and the use of chemical or physical restraints;
 - (7) Access to means for resolving Resident complaints;
 - (8) Assurance that methods of preventing and responding to incidents involving injury, loss of property, abuse, neglect and exploitation will be identified and implemented, and an opportunity to submit comments to Sponsor on matters that may affect the health and welfare of residents and affecting the future of the community, including, but not limited to, the community's size and ownership and the Sponsor's financial health;
 - (9) Recognition of Resident's transfer rights;
 - (10) Right to receive, upon request, in form and manner reasonably acceptable to Sponsor, a current copy of The Overlook's Disclosure Statement, and Sponsor shall, upon request, make a reasonable effort to explain the terms and information contained within the Disclosure Statement;
 - (11) Right to receive, upon request, in form and manner reasonably acceptable to Sponsor, information regarding any major construction, modification, expansion or renovation of the community, including, information on cost

estimates, funding, financing, projected income, schedule and impacts on the existing community; and

- (12) Right to receive, upon request, in form and manner reasonably acceptable to Sponsor, information regarding the purpose and intended funding of all financial reserves kept by the Sponsor.

In addition, Resident shall be allowed communication with and access to persons and services inside and outside the community.

- (c) Sponsor will be available for meetings at least once each quarter of the year with Residents or their representative(s). The meetings will be for the purpose of providing a forum for free and open discussion of any point either wishes to discuss. The Residents Association may request that the Sponsor, manager, director or other official of the Sponsor be present at a meeting. Residents will be given at least two (2) weeks' notice of each such meeting.
- (d) If Resident has a grievance or a dispute having general application to other Residents of The Overlook, Resident has the right to present the grievance or dispute to the Residents Association. If, in the judgment of the Residents Association, the grievance or dispute has merit, the president of the Residents Association will discuss the matter with management within thirty (30) days. If the grievance or dispute is not resolved to the satisfaction of the Residents Association by management within thirty (30) days, the president of the Residents Association may appeal to the Board of Directors of Sponsor. The Board of Directors shall consider the disputed matter and resolve it within thirty (30) days. The decision of the Board of Directors shall be final. This process does not preclude the Resident from availing himself or herself of any other legal, statutory and/or regulatory remedies available to Resident.

If Resident has a grievance or a dispute which is personal and does not have general application to other Residents, or if Resident is dissatisfied with the resolution of the Residents Association, Resident has the right to present the grievance or dispute directly to management. If the grievance or dispute is not resolved in thirty (30) days, Resident may appeal to the Board of Directors of Sponsor. The Board of Directors shall consider Resident's appeal within thirty (30) days. The decision of the Board of Directors shall be final. This process does not preclude Resident from availing himself or herself of any other legal, statutory and/or regulatory remedies available to Resident.

If Resident moves to the enhanced living, memory care, rest home or skilled nursing residences operated by Overlook Masonic Health Center, Inc., Resident may be entitled under Commonwealth of Massachusetts and/or federal law and regulation to different/additional rights and remedies as well as procedures for bringing forward Resident grievances and complaints, the terms of which are available to Resident upon request at the time of transfer or move to the enhanced living, memory care, rest home or skilled nursing residences.

V. FEES AND ENTRANCE FEE REFUNDS

For the right to use the independent living residence at The Overlook, and to receive the services described in this Agreement, Resident agrees to pay to Sponsor the following fees, which are due and payable as described below.

(a) Entrance Fee

The Entrance Fee is a payment to establish Resident's right to reside at The Overlook, provided that Sponsor's other requirements for residency are met.

- (i) Amount—The Entrance Fee for the independent living residence selected by Resident shall be as follows:

Entrance Fee \$_____

If this Agreement is signed by two persons and one person dies or terminates this Agreement, such person shall be considered the "Second Person". The remaining person shall then become the "First Person" for the purpose of determining fees.

Resident acknowledges and hereby agrees to the below Residency Agreement Model Type:

_____ 90% Refund Model referred to herein as the "90% Refund Model"

OR

_____ 0% Refund Model referred to herein as the "0% Refund Model"

First Person Initials: _____

Second Person Initials: _____

- (ii) Entrance Fee Deposits—The deposit shall equal Ten Percent (10%) of the Entrance Fee or \$_____ (the "Initial Deposit"). This deposit shall be made by Resident's check made payable to Overlook Communities, Inc. and the receipt of such Ten Percent (10%) deposit is hereby acknowledged by Sponsor and is accepted simultaneously herewith. The Initial Deposit shall be held in escrow by an escrow agent designated by Sponsor and is subject to refund as described in this Agreement. An administrative fee in an amount equal to \$1,000.00 ("Administrative Fee") of the Initial Deposit is non-refundable to Resident.
- (iii) Balance of the Entrance Fee—The Ninety Percent (90%) balance of the Entrance Fee \$_____ shall be paid to Sponsor prior to the Occupancy Date, but in no event later than ninety (90) days following the date upon which Resident made the Entrance Fee Ten Percent (10%) Deposit, unless this time is

extended in writing by Sponsor and Resident. Sponsor will accept only cash via a wire transfer or check as payment. Sponsor will not accept securities, goods, services or any other form of payment.

(b) **Refunds**

- (i) Entrance Fee Deposit Refund—If Resident rescinds this Agreement in accordance with Section I above and within ten (10) days execution of this Agreement (the “Recision Period”), Sponsor shall return Resident’s Ten Percent (10%) deposit, less costs set forth on **Schedule 3**, within three (3) business days of receipt of Resident’s notice of recision.
- (ii) If Resident terminates this Agreement after the Recision Period but prior to the Occupancy Date due to the death of Resident or Resident’s inability to reside in the independent living residence, enhanced living, memory care, rest home or skilled nursing residences operated by Overlook Masonic Health Center, Inc., because of illness, injury or other incapacity, Sponsor shall return Resident’s deposit, less costs set forth in **Schedule 3**, within thirty (30) days following written notice that Resident has terminated this Agreement. The refund will be paid, as applicable, to Resident, to Resident’s estate or as directed by Resident in a properly executed Refund Payment Direction Addendum to Residency Agreement as set forth in ***Exhibit A***.
- (iii) If Resident terminates this Agreement for any other reason after the expiration of the Recision Period but before paying the balance of the Entrance Fee, Sponsor shall refund Resident’s Deposit, less costs set forth in **Schedule 3**, upon Sponsor’s receipt of the then applicable Deposit for an independent living residence of the same type as Resident’s independent living residence but in no event later than one year following termination. The refund will be paid as applicable, to Resident, to Resident’s estate or as directed by Resident in a properly executed Refund Payment Direction Addendum to Residency Agreement.
- (iv) If this Agreement is terminated by a Resident who dies after paying the balance of the Entrance Fee or a Resident who pays the balance of the Entrance Fee and who has not died but terminates for any other reason after the Occupancy Date, a refund shall be due and shall be paid, as applicable, to Resident, to Resident’s estate or as directed by Resident in a properly executed Refund Payment Direction Addendum to Residency Agreement. The refund shall be paid as follows:
 - a. **90% Refund Model**. Within sixty (60) days of the later of (i) the Date of Vacating of Residence, or (ii) the date upon which Sponsor has received the applicable entrance fee from a new resident for the Resident’s independent living residence, Sponsor shall refund the applicable portion of the Entrance Fee, which applicable portion shall be the Entrance Fee minus One Percent (1%) of the Entrance Fee for

each of the first ten (10) months of Resident's occupancy, but in no event shall such refund extend past one year after the Date of Vacating of Residence.

- b. 0% Refund Model. Within sixty (60) days of the later of (i) the Date of Vacating of Residence, or (ii) the date upon which Sponsor has received the applicable entrance fee from a new resident for the Resident's independent living residence, Sponsor shall refund the applicable portion of the Entrance Fee, which applicable portion shall be the Entrance Fee minus one percent (1%) of the Entrance Fee for each month of Resident's occupancy, but in no event shall such refund extend past one year after the Date of Vacating of Residence. If Resident has occupied the Residence for 100 months or more, there will be no refund of the Entrance Fee.

The amount of the refund of the Entrance Fee may also be reduced by any **Schedule 3** amounts and any other amounts due Sponsor. For purposes of this Agreement, "Date of Vacating of Residence" shall mean that date upon which Resident has vacated (including the removal of all of Resident's possessions) Resident's independent living residence, and has delivered a properly executed unit release form to Sponsor together with the keys to the independent living residence, and expect in the event of a permanent transfer, has vacated all parking and storage areas, including any storage area reserved by Sponsor in the event that Sponsor removes Resident's possessions from the residence in accordance with Sponsor's rights set forth herein.

- (v) This Agreement will not be terminated by Resident if Resident is receiving care or intends to receive care at the enhanced living, memory care, rest home or skilled nursing residences operated by Overlook Masonic Health Center, Inc. Sponsor shall bill the Resident for all periodic charges stemming from Resident's enhanced living, memory care, rest home or skilled nursing residences operated by Overlook Masonic Health Center, Inc., or charges at such other appropriate substitute facility or other needed services while awaiting placement at such residences. A transfer to the enhanced living, memory care, rest home or skilled nursing residences operated by Overlook Masonic Health Center, Inc., shall not trigger a refund of the Entrance Fee.
- (vi) If two persons signed this Agreement and one elects to terminate this Agreement, there will be no refund of the Entrance Fee due.
- (vii) If two Residents of separate independent living residences decide to jointly reside in one of the previously occupied independent living residences, Sponsor shall refund a portion of the Entrance Fee for the independent living residence vacated as set forth in Section V(b)(iv).
- (viii) If two Residents of separate independent living residences decide to vacate their independent living residences and jointly reside in a new independent

living residence, Residents shall execute a new Residency Agreement, pay the applicable entrance fee for the new independent living residence occupied and pay the then applicable First and Second Person Monthly Fees for the newly occupied residence. Sponsor shall refund a portion of the Entrance Fee for both independent living residences vacated as set forth in Section V(b)(iv).

- (ix) The cost (“Refurbishing Fees”) of refurbishing a residence shall include:
 - (a) replacing or repairing damaged appliances, fixtures, walls, ceilings, floor coverings, cabinets, counter tops, windows, doors, lights and locks exclusive of wear and tear;
 - (b) removing wall coverings installed at the request of Resident;
 - (c) repainting rooms painted at the request of Resident with nonstandard paint; and
 - (d) replacing nonstandard floor coverings installed at the request of Resident.The cost of refurbishment shall not include the cost of repainting walls painted with standard paint, the cost of shampooing standard carpet, or other cleaning needed due to normal use.

(c) **Monthly Fee**

- (i) Amount—The monthly fee in effect through _____, for Resident’s residence is \$_____ as such fee may be increased as provided herein (“First Person Monthly Fee”). If two persons reside in Resident’s residence, Residents shall pay an additional second person monthly fee in the amount of \$_____ as such fee may be increased as provided herein (“Second Person Monthly Fee” together with the First Person Monthly Fee, if applicable, the “Monthly Fee”). Resident shall pay the applicable Monthly Fee beginning on the earlier of the Occupancy Date or no later than ninety (90) days following the date upon which Resident made the Entrance Fee Ten Percent (10%) Deposit, unless this time is extended by Sponsor, and continuing until this Agreement is terminated as provided herein. Sponsor will accept only cash via wire transfer or a check as payment. Sponsor will not accept securities, goods, services or any other form of payment. The Monthly Fee shall be billed in advance to Resident at the beginning of each month and is due by the fifth (5th) day of the month.
- (ii) Increases in Monthly Fee—The Monthly Fee charged to all Residents shall be subject to periodic increases. Sponsor shall provide Resident with sixty (60) days’ notice of any change in Monthly Fees. Such notice shall set forth the effective date of the new Monthly Fee and the amount of the change. In January of each year, Sponsor intends to increase the Monthly Fee if Sponsor deems such an increase is necessary to meet the financial needs of operating The Overlook or to provide services to Residents. Sponsor reserves the right to increase Monthly Fees more often than once each year if Sponsor deems such an increase is necessary to meet its obligations. See **Schedule 4** attached hereto and incorporated by reference herein for a schedule of the annual average Monthly Fee increases for The Overlook for the five (5) years prior to the date hereof.

- (iii) A change in residency of one or both Residents to the enhanced living, memory care, rest home and skilled nursing operated by Overlook Masonic Health Center, Inc., in accordance with Section VI below will have an effect on the Monthly Fee paid as follows:
- a. If Resident is the sole Resident of an independent living residence and Resident permanently transfers to the enhanced living, memory care, rest home or skilled nursing operated by Overlook Masonic Health Center, Inc., Resident shall be responsible to pay Resident's Monthly Fee for existing Residence until the Date of Vacating of Residence plus the then current monthly fee/per diem rate of the enhanced living, memory care, rest home or skilled nursing residence.
 - b. If Resident is the sole Resident of an independent living residence and Resident temporarily transfers to the enhanced living, memory care, rest home or skilled nursing residence operated by Overlook Masonic Health Center, Inc., Resident shall pay the then current monthly fee/per diem rate of the enhanced living, memory care, rest home or skilled nursing residence less a credit for the amount of the raw food costs of one (1) meal equivalent (the "Meal Credit") plus the Monthly Fee for the independent living residence.
 - c. If one of two Residents occupying an independent living residence temporarily transfers to the enhanced living, memory care, rest home or skilled nursing residence, Resident shall pay the then current monthly fee/per diem rate of the enhanced living, memory care, rest home or skilled nursing residence less the Meal Credit plus the First Person Monthly Fee for the independent living residence. The obligation of the remaining Resident to pay the independent living Second Person Monthly Fee shall continue. If one of two Residents occupying an independent living residence permanently transfers to the enhanced living, memory care, rest home or skilled nursing residence, Resident shall pay the then current monthly fee/per diem rate of the enhanced living, memory care, rest home or skilled nursing residence and the Resident that remains in the independent living residence shall pay a First Person Monthly Fee for the independent living residence. The obligation of the remaining Resident to pay the independent living Second Person Monthly Fee shall cease.
 - d. If both of two Residents occupying an independent living residence permanently transfer to an enhanced living, memory care, rest home or skilled nursing residence, each Resident shall pay the then current monthly fee/per diem rate of such enhanced living, memory care, rest home or skilled nursing residence. Residents' responsibility to pay the First Person and Second Person Monthly Fees for the independent living residence shall cease.

- e. If both Residents occupying an independent living residence temporarily transfer to an enhanced living, memory care, rest home or skilled nursing residence, each Resident will pay the then current monthly fee/per diem rate of the enhanced living, memory care, rest home or skilled nursing residence plus the First and Second Person Monthly Fees for the independent living residence.
- (iv) Other Charges for Ancillary Services—Resident may voluntarily select to receive Ancillary Services such as guest meals, extra meals or other optional services. The charges for such Ancillary Services shall be published and shall be the same for all Residents. The charge for Ancillary Services shall be billed to Resident at the end of each month and are payable by Resident by the fifth (5th) day of the following month. Such right to select optional services may be restricted by Sponsor if Resident is in default of payment of Monthly Fees or Other Charges unless Sponsor has approved the incurrence of Other Charges in advance.
- (v) Monthly Fee if one Resident of a Jointly Occupied Independent Living Residence Dies or Terminates This Agreement in Accordance with Section XI or Sponsor Terminates this Agreement in Accordance with Section XII—If one Resident of a jointly occupied independent living residence dies or terminates this Agreement, the surviving Resident shall continue to pay the First Person Monthly Fee. Payment of the Second Person Monthly Fee shall terminate upon the date of death or termination.
- (vi) Late Payment Charge—Resident is expected to make payment of the Monthly Fee and fees for Ancillary Services when due. Resident is encouraged to make arrangements with Sponsor if Resident will be unable to make payments when due. Although Resident shall have no right to delay payment without Sponsor's prior written consent if any amount due is not paid when due, Resident shall pay on demand a late fee at the rate of Eighteen Percent (18%) per annum and such fees and late fees may be charged against the refundable portion of Resident's Entrance Fee.
- (vii) Inability to Pay—If Resident is unable to pay fees when due, Resident shall discuss the circumstances with Sponsor. If Sponsor, in Sponsor's sole discretion, agrees with Resident, Sponsor shall charge the amount of unpaid fees, plus interest at the prime rate as noted in the Wall Street Journal, against the refundable portion of Resident's Entrance Fee.
- (viii) Absences—The Monthly Fee shall not be reduced when Resident is absent from The Overlook for an extended period except in the event that Resident is absent from the facility for more than thirty (30) consecutive days, with prior written notification to Sponsor. If notification is timely provided to Sponsor, Resident will be credited with the approximate raw food costs for one (1) meal equivalent.

VI. TERMS OF RESIDENCY

- (a) Resident's right to reside at The Overlook shall exist and continue during Resident's lifetime unless rescinded in accordance with Section I or terminated as provided for in Section XI or XII. It is expressly understood and agreed by the parties hereto that this Agreement grants Resident a right to reside in and use space at The Overlook, subject to the terms of this Agreement, and it is understood that this Agreement is not a lease or easement and does not transfer or grant to Resident any interest in real property, including the independent living residence, owned by Sponsor. The rights of Resident under this Agreement are not assignable and no rights or benefits hereunder shall inure to the use or benefit of the heirs, legatees, assignees or representatives of Resident, unless expressly provided in this Agreement, and Resident shall have no right to assign the residence for use by another.
- (b) Notwithstanding any other provisions in this Agreement, Sponsor may make alterations in the independent living residence to meet the requirements of any applicable statute, law or regulation of the federal, state or municipal government.
- (c) No person other than Resident may reside in the independent living residence except for occasional visits or with the express written approval of Sponsor.
- (d) In the event that a person who is not a party to this Agreement ("New Person") is accepted for residency as a second Resident in Resident's independent living residence at a time subsequent to the date hereof (said acceptance to be in accordance with admission policies governing all other admissions), New Person shall sign this Residency Agreement and pay the then current Second Person Monthly Fee. Such New Person will then become a Resident for purposes of this Agreement.
- (e) The independent living residence shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of zoning requirements or applicable law.
- (f) Sponsor shall not be liable for, and Resident shall be liable for and pay for, all loss, liability, claims, damages or expenses, including attorneys' fees and court costs, injury or death to persons and any damages to property caused by an accidental, negligent or intentional act or omission of Resident.
- (g) In the event that removal of Resident's property is not accomplished within thirty (30) days after termination of residency by reason of death or otherwise, Sponsor may remove and store such furniture, possessions and property at the expense of Resident or Resident's estate.
- (h) Furnishings within the independent living residence will be provided by Resident. Furnishings provided by Resident shall not, in Sponsor's sole discretion, be such as to interfere with the health, safety and general welfare of other Overlook Residents. Sponsor shall provide blinds on all windows. Resident is responsible for the cost of purchasing and installing additional window treatments.

- (i) A Resident in an independent living residence agrees to transfer from his/her residence to the enhanced living, memory care, rest home or skilled nursing residence when The Overlook's interdisciplinary team decides a transfer is necessary. A transfer may be necessary as a result of the Resident's physical or mental health, the Resident posing a risk to the safety or welfare of other Residents or some other condition. The same transfer rule would apply when the transfer is from any other level of care in a residence operated by Overlook Masonic Health Center, Inc. If a Resident moves to an enhanced living, memory care, rest home or skilled nursing residence and the interdisciplinary team determines the Resident is capable of independent living once again, the Resident agrees to assume residency in an independent living residence.

The interdisciplinary team will consist of Overlook Masonic Health Center Inc.'s Medical Director, The Overlook's designee, other medical personnel, the Resident, the Resident's representative and the Resident's personal physician. In making transfer decisions, Sponsor will always consult with Resident if competent, the Resident's representative and Resident's personal physician. All determinations to transfer or change a Resident's accommodation shall be based on a current assessment of Resident's condition and describe why the Resident's health care needs cannot reasonably be met at Resident's present location. In the event of disagreement, the decision shall be referred to Sponsor as provided in Section XIII.

- (j) Resident acknowledges that The Overlook and Sponsor's property, plant and equipment will be encumbered by a mortgage, the proceeds of which will be used to pay for development, construction or operation of The Overlook or refinancing thereof. Resident's rights under this Agreement are subordinate to all such mortgages. Resident shall not have personal liability for any such mortgage indebtedness. Resident acknowledges that Resident does not have any ownership interest in Sponsor or in Sponsor's property.
- (k) Sponsor agrees to provide a locking device on each entry to the independent living residences. Resident agrees that emergency personnel of Sponsor shall have access to the independent living residence at all times and that housekeeping and maintenance personnel shall have access at scheduled times. Resident agrees not to place any additional locking devices on entry doors.
- (l) Resident agrees not to make any alterations to its residence without the prior written approval of Sponsor or Overlook Masonic Health Center, Inc., as applicable, which approval will not be unreasonably withheld.
- (m) If Resident is transferred pursuant to subparagraph (i) of this Section, Sponsor shall have the right to assign the Resident's independent living residence for residency by others. If Resident's condition subsequently changes and Resident can resume residency in accommodations equivalent to those he or she previously occupied, Resident agrees to relocate to such equivalent accommodations as soon as they are available. If the independent living residence is jointly occupied and one Resident transfers to an enhanced living, memory care, rest home or skilled nursing residence

and the other Resident continues to reside in the independent living residence, the independent living residence would not be vacated for purposes of this paragraph.

- (n) Although it is intended and expected that sufficient and appropriate facilities in Overlook Masonic Health Center, Inc.'s enhanced living, memory care, rest home and skilled nursing residence shall be available to Resident on a priority basis over non-residents, as provided herein, should Resident require service in the enhanced living, memory care, rest home or skilled nursing residence, and if space in such residence is temporarily unavailable to Resident when required for those services, at Resident's election and at Resident's sole cost and expense, Sponsor shall arrange for such care to be provided to Resident in another appropriate facility. Such care will be at Resident's expense at the then current per diem rate. Resident shall be transferred to Overlook Masonic Health Center Inc.'s enhanced living, memory care, rest home or skilled nursing residence as soon as appropriate space becomes available. If the enhanced living, memory care, rest home or skilled nursing residence and all other area facilities offering the needed services are full, at Resident's election and at Resident's sole cost and expense, Sponsor will arrange for home health care services until space is available in the skilled nursing facility, enhanced living or another area facility. Such home health care services will be at Resident's expense at the then current per diem rate. Although Sponsor shall coordinate such transfers, all costs and expenses in connection with such transfers shall be Resident's responsibility.
- (o) Sponsor's obligation to provide services under this Agreement begins when Resident's independent living residence is available for residency, and Resident pays the balance of the Entrance Fee and the first month's Monthly Fee.
- (p) Resident agrees to abide by all rules and regulations relating to The Overlook and Resident's use and occupancy thereof as adopted or modified by Sponsor from time to time.

VII. REPRESENTATIONS OF RESIDENT

Resident represents and warrants to Sponsor that:

- (a) All facts stated on Resident's Confidential Financial Application and Confidential Health Report are true and complete in all material respects as of the date made.
- (b) Resident will not make any gift, transfer any asset listed on the Resident's Confidential Financial Application and Confidential Health Report or otherwise intentionally deplete his or her assets if making such gift or transfer will impair Resident's ability to meet Resident's financial obligations under this Agreement.
- (c) Resident shall be responsible for Resident's own funeral and burial expenses.

VIII. COVENANTS OF SPONSOR

Sponsor covenants and agrees that:

- (a) Sponsor shall operate The Overlook in accordance with all applicable Commonwealth of Massachusetts and federal laws and regulations relating to continuing care communities.
- (b) It is the intent of Sponsor to operate as a not-for-profit corporation and not to terminate the residency of Resident solely by reason of the financial inability of Resident to pay the total Monthly Fee. When Resident establishes facts to justify the need for financial assistance as determined by Sponsor in its reasonable judgment, Sponsor shall advance funds to help Resident pay his or her Monthly Fee. Such advances, plus interest at the prime rate noted in the Wall Street Journal, shall be charged against the refundable portion of Resident's Entrance Fee. In the case where such advances exceed the amount of Resident's Entrance Fee Refund, as determined in accordance with Section V, Sponsor may waive some or all of the Resident's Monthly Fee subject to such conditions as Sponsor may determine; provided, however, that Resident has not intentionally depleted assets needed to pay his or her Monthly Fee.
- (c) Sponsor shall provide annually to Resident a financial and organizational disclosure statement (the "Disclosure Statement") relating to The Overlook. Sponsor will make available to Resident, upon request, any certified financial statements of The Overlook.

IX. COVENANTS OF RESIDENT

Resident covenants and agrees:

- (a) To comply with all reasonable operating procedures of The Overlook and with all rules and regulations adopted by Sponsor from time to time.
- (b) To pay when due the Entrance Fee, Monthly Fee and other charges as provided in this Agreement.
- (c) Within sixty (60) days following the Occupancy Date at The Overlook, to make provision by will or otherwise for the disposition, upon termination of this Agreement, of all furniture, possessions and property of Resident located on the premises of The Overlook.
- (d) Not to willfully mismanage assets needed to meet Resident's financial obligations under this Agreement or to transfer assets in a manner inconsistent with the terms of this Agreement.

- (e) To purchase and maintain at Resident's cost Medicare Part A, Medicare Part B (or equivalent) and one supplemental health insurance policy, as Medicare Supplemental Insurance, and to furnish Sponsor evidence of coverage. Resident shall be responsible for paying costs of hospital care, prescription drugs, prescribed therapies, physician fees and the like that are not covered by insurance. If Resident does not maintain this insurance, Sponsor may acquire it on behalf of Resident and charge Resident for the cost thereof. Resident agrees to reimburse Sponsor for the cost of such insurance. If Sponsor cannot purchase Medicare coverage and Medicare supplemental coverage or the equivalent for Resident, Sponsor shall have the authority to require an adjustment in the Resident's Monthly Fee to fund the additional risk. Resident agrees to provide Sponsor with written evidence that Resident has paid Medicare and Medicare Supplemental Insurance premiums when due. Resident will provide such proof when requested by Sponsor.
- (f) To maintain Resident's long-term care insurance if Resident enters The Overlook with such insurance coverage, until such time as the policy's benefits are exhausted. If Resident does not maintain such insurance, Sponsor shall have the authority to require an adjustment in the Resident's Monthly Fee to fund the additional risk.
- (g) To maintain automobile liability insurance coverage in the amount of at least \$250,000/\$500,000 and uninsured motorist insurance coverage in the amount of at least \$500,000 as long as Resident owns or operates a motor vehicle. This coverage is necessary to ensure that a Residents' assets are not depleted as a result of an uninsured claim arising from operation of a motor vehicle. Resident will provide proof of such insurance when requested by Sponsor.
- (h) Resident shall carry insurance covering damage or loss to Resident's personal belongings and personal liability insurance in the coverage amount of at least \$500,000. Sponsor shall not be responsible for and will not assume custody of any property of Resident. Resident will provide proof of such insurance when requested by Sponsor.
- (i) To abide by all of the terms of residency set forth in Section VI and all other terms of this Agreement.
- (j) Prior to moving into The Overlook, to execute and deliver a copy of a durable Power of Attorney and a Health Care Proxy for health care and financial matters, which Power of Attorney shall designate a person and an alternate person to act as Resident's representative in connection with this Agreement. Resident shall promptly notify Sponsor of any changes to such documents.

X. TRANSFER OF RESIDENT TO ANOTHER INSTITUTION

- (a) It is possible that Resident may need specialized care which is beyond the capability or resources of The Overlook and/or Overlook Masonic Health Center, Inc. Such care would be needed if:

- (1) Resident has been infected with a dangerous and contagious disease, care for which is not typically provided for in a skilled nursing facility in Massachusetts and for which Overlook Masonic Health Center, Inc. is not licensed or equipped to provide, or
- (2) Resident has become mentally or emotionally disturbed to the degree that Resident poses a danger to himself or herself or the health and welfare of other Residents or staff, or
- (3) The physical or mental condition of Resident materially changes so that he or she requires services not regularly provided by The Overlook or Overlook Masonic Health Center, Inc.

In such cases, Overlook Masonic Health Center Inc.'s Medical Director shall consult with The Overlook's interdisciplinary team. If Sponsor or the Medical Director determines that special care is needed, management will review the Resident's needs for care with the Resident, if he or she is competent, or Residents' representative, if he or she is not competent, and arrange the transfer. All such transfers shall be subject to and in accordance with applicable statutes, rules and regulations.

In the case of such transfer of Resident, if Sponsor or the Medical Director determines that the transfer is temporary (usually thirty (30) days or less but extendible at Sponsor's sole discretion), Sponsor shall hold Resident's residence for reoccupancy by Resident. If, in the opinion of the team, the transfer is permanent, Resident's residence shall be available for reoccupancy. If the medical condition of Resident permanently transferred under this Paragraph improves to the point where Resident, in the opinion of Sponsor or the Medical Director, is able to resume residing at The Overlook or Overlook Masonic Health Center, Inc., and this Agreement has not yet been terminated, Resident shall transfer back to the independent living residence, enhanced living residence, memory care, rest home or skilled nursing residence last resided in by Resident, if it remains available.

If the living accommodation last resided in by Resident is occupied by a new Resident, Resident shall be entitled to reside in the next available residence of the type previously occupied by Resident. In the event no residence is available, Sponsor will make comparable living arrangements available until a residence becomes available. Provided Resident continues to pay the applicable Monthly Fee due under this Agreement, Sponsor shall pay the cost of such comparable living arrangements. If the independent living residence is jointly occupied and one Resident transfers to another institution and the other Resident continues to live in the independent living residence, the independent living residence will not be vacated for purposes of this paragraph. If Sponsor or the Medical Director subsequently determines, in consultation with Resident or Resident's attending physician, that Resident of a jointly occupied independent living residence can return to that independent living residence, Resident agrees to do so.

- (b) In the event Resident, if he or she is competent, or, if he or she is not competent, Resident's representative disagree with the Medical Director's opinion, such disagreement shall be submitted to Sponsor as provided in Section XIII. If Resident is so transferred before such disagreement is resolved and, if after review in accordance with Section XIII, such transfer is found to have been unnecessary, Sponsor shall be responsible for any additional direct costs incurred by Resident as a result of such transfer. Resident shall transfer back to skilled nursing, if appropriate, or to the Resident's independent living residence, enhanced living residence, memory care or rest home residence unless it has been occupied by a new Resident, in which case Resident shall be entitled to reside in the next available residence/unit of the type previously resided in by Resident. In the event no such residence is available, Sponsor will make comparable living arrangements available until it becomes available.
- (c) When a Resident is permanently transferred to another facility other than The Overlook or Overlook Masonic Health Center, Inc., under this Section, Resident's obligation to pay the Monthly Fee ceases, this Agreement is terminated and Sponsor shall refund the Entrance Fee to the extent provided in Section V. If, after Resident has received a refund of his or her Entrance Fee and Resident desires to move back to The Overlook or the residences operated by Overlook Masonic Health Center, Inc., Resident shall enter into a new Residency Agreement and pay the then current applicable Entrance Fee for the residence.

XI. TERMINATION BY RESIDENT

- (a) Prior to the Occupancy Date, in the event of (i) the death of Resident, or (ii) the inability of Resident to reside at The Overlook or in an enhanced living, memory care, rest home or skilled nursing residence operated by Overlook Masonic Health Center, Inc., because of illness, injury or other incapacity, this Agreement shall terminate upon Sponsor's receipt of written notice of termination and Sponsor will refund Resident's Entrance Fee Deposit in accordance with Section V. In the event a second person is a party to this Agreement, Resident shall, in the event of the death or inability of the second person as provided above, have the option to leave this Agreement in force or to terminate this Agreement.
- (b) After the expiration of the Recision Period but prior to the Occupancy Date, Resident may terminate this Agreement for any reason by providing written notice of termination to Sponsor. Such termination shall be effective upon Sponsor's receipt of such written notice of termination. Resident shall be entitled to a refund of the Entrance Fee in accordance with Section V.
- (c) In the event Resident fails to move into the independent living residence within ninety (90) days from the date of the Entrance Fee Ten Percent (10%) Deposit, this Agreement shall automatically be terminated unless Resident and Sponsor agree to extend the Occupancy Date and Resident shall be entitled to a refund of the Entrance Fee in accordance with Section V.

- (d) If Resident dies after Resident has assumed residency, this Agreement is terminated and a refund of the applicable portion of the Entrance Fee will be made in accordance with Section V. The Monthly Fee shall be due to Sponsor through the Date of Vacating of Residence.
- (e) After the Occupancy Date, Resident may terminate this Agreement for any reason upon thirty (30) days advance written notice. Resident shall pay the Monthly Fee through that date that is thirty (30) days after the later to occur of (i) Sponsor's receipt of the notice of termination or (ii) the Date of Vacating of Residence. A refund of the Entrance Fee will be made in accordance with Section V.
- (f) If, after becoming Residents, joint Residents of a single independent living residence decide to live separately, the Residents may request several alternative living arrangements. Those alternatives and the conditions associated with each follow:
 - (1) Both Residents request continued residence at The Overlook, with one continuing to reside in the independent living residence and one moving to another independent living residence. In such case, the Resident residing in the new residence shall sign a new Residency Agreement. The Resident residing in the new residence will pay the then applicable Entrance Fee for the residence selected. Both Residents will pay the then applicable First Person Monthly Fee for the residences they reside in.
 - (2) One Resident decides to leave. In such case, the remaining Resident will pay the then applicable First Person Monthly Fee. The terminating Resident shall provide thirty (30) days prior written notice of the termination to Sponsor. Resident will not be entitled to a refund of the Entrance Fee.
 - (3) Both Residents decide to leave. In such case, the terminating Residents shall provide thirty (30) days prior written notice of the termination to Sponsor and shall pay the Monthly Fee until thirty (30) days after the later to occur of (i) Sponsor's receipt of such written notice or (ii) the Date of Vacating of Residence. Residents may be entitled to a refund of the Entrance Fee in accordance with Section V.
- (g) In the event that a Resident asks to move to a different independent living residence and Sponsor approves such move, such move shall not terminate the Residency Agreement, but Resident or Residents shall execute an amendment to the Agreement and pay the following: (i) the then applicable First Person Monthly Fee and Second Person Monthly Fee for the newly occupied independent living residence; (ii) the difference between the Entrance Fee paid and the then applicable Entrance Fee for the newly occupied independent living residence, if higher; and (iii) a fee in the amount of Five Percent (5%) of the then applicable Entrance Fee as a charge for such transfer. If the Entrance Fee for new residence is lower, Resident will be entitled to a refund of the difference between the refundable portion of the Entrance Fee paid and the then applicable refundable portion of the Entrance Fee for the newly occupied independent

living residence. Resident agrees to pay the cost of refurbishing the vacated independent living residence for resale.

- (h) In the event Resident terminates this Agreement and moves out of The Overlook and then, before Sponsor refunds Resident's Entrance Fee, Resident decides to move back in while the independent living residence remains available, Resident may do so by paying all unpaid amounts, if any, due Sponsor at the time Resident terminated the Agreement, plus the Monthly Fee for all months beginning with the month following the effective termination date and ending on the date Resident moves back in, plus accrued interest computed at the prime rate noted in the Wall Street Journal, compounded monthly. In the event Resident terminates this Agreement and receives a refund of the Entrance Fee and then wishes to move back to The Overlook, former Resident must reapply for admission under the same procedures as any new person seeking admission.
- (i) If Resident marries a person who is not a resident of The Overlook, Resident's spouse shall be subject to the same financial and health-related qualifications for entrance into The Overlook as any other resident. If Resident's spouse is not accepted into The Overlook by Sponsor, Resident may terminate this Agreement in accordance with Section XI(e). If Resident's spouse is accepted in The Overlook and will share Resident's independent living residence, Resident's spouse shall be considered a Second Person, as provided herein. If Resident's spouse shall occupy a different independent living residence, Resident's spouse shall pay the applicable entrance fee and monthly fee for such residence.

XII. TERMINATION BY SPONSOR

- (a) Sponsor may, upon notice and opportunity to cure as hereinafter provided, revoke Resident's right to reside at The Overlook and terminate this Agreement upon the occurrence of any of the following events ("Default"):
 - (1) Failure of Resident to pay the unpaid balance of the Entrance Fee when due.
 - (2) Failure of Resident to comply with any material covenant or agreement of Resident contained in this Agreement (including timely payment of the Monthly Fee) or a material breach of any representation made by Resident in this Agreement or in Resident's Confidential Financial Applications.
 - (3) A physician's determination that the Resident is a danger to himself or others or that he/she is otherwise unfit to inhabit an independent living residence, enhanced living, memory care, rest home or skilled nursing residence.
- (b) In the event of a Default by Resident, Sponsor shall give Resident notice in writing of such Default and Resident shall have sixty (60) days thereafter within which to correct such Default. If Resident corrects such Default within such time, this Agreement shall not be terminated. If Resident fails to correct such Default within such time, this

Agreement shall terminate at the expiration of such sixty (60) days and a refund of the applicable portion of the Entrance Fee, if any, will be made in accordance with Section V. If this Agreement is terminated, Resident leaves The Overlook and Resident subsequently cures the reason for termination, former Resident may be accepted for residency upon compliance with the provisions set forth in Section XI(h). Sponsor shall have the right to receive compensation from Resident for expenses incurred by Sponsor due to the Default of Resident.

XIII. DISPUTES

- (a) Resident, if Resident is competent, or, if Resident is not competent, Resident's representative or Resident's attending physician disagrees with the opinion or determination of the interdisciplinary team as to the transfer of Resident:
 - (i) From The Overlook to an enhanced living, memory care, rest home or skilled nursing residence operated by Overlook Masonic Health Center, Inc., or back;
 - (ii) From The Overlook or an enhanced living, memory care, rest home or skilled nursing residence operated by Overlook Masonic Health Center, Inc., to another institution or back; then

Sponsor shall undertake a review of the circumstances relating to such dispute.

- (b) In reviewing the circumstances relating to any such dispute, Sponsor will consult with (1) the Medical Director; (2) Resident, if he or she is competent, or, if he or she is not competent, with Resident's representative; (3) Resident's family, if desired by Resident; (4) Resident's attending physician, if appropriate; (5) the Residents Association, if appropriate; (6) such other independent physicians, nurses and other health care professionals as the Sponsor may deem under the circumstances appropriate or required by applicable law or regulation; and (7) legal counsel.
- (c) Resident (or Resident's representative) and Sponsor shall each have the right in any dispute to include the Residents Association as an advisor to both Resident (or Resident's representative) and Sponsor.
- (d) After considering all relevant factors, Sponsor shall decide the dispute and inform Resident or Resident's representative(s), in writing, of the decision and of the Resident's right to appeal to the Board of Directors of Sponsor.
- (e) The Board of Directors of Sponsor shall consider all such appeals within thirty (30) days of receipt. The decision of the Board shall be final.

XIV. MISCELLANEOUS

- (a) If any condition, restriction or other provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such condition, restriction or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable shall not be affected thereby and each condition, restriction or other provision shall be valid and be enforced to the fullest extent permitted by law.
- (b) Sponsor shall construe all the provisions of this Agreement and shall determine all disputed matters in a manner consistent with the ideals set forth in the Recitals. Neither the Board of Directors of Sponsor nor management shall be liable for actions taken and decisions made in good faith and without malice. Nothing in this Agreement shall limit a Resident's right to judicial review.
- (c) This Agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts.
- (d) Under current provisions of the Federal tax code, Residents may be allowed certain tax benefits. A percentage of the nonrefundable portion of the Monthly Fee may qualify as a medical expense deduction.
- (e) This Agreement has been executed on behalf of Sponsor by its duly authorized agent. No officer, trustee, director, agent or employee of Sponsor shall have any personal liability hereunder to Resident for the performance or failure to perform by Sponsor under any circumstance.
- (f) No act, agreement, or statement of Resident or of an individual purchasing care for Resident under any agreement to furnish care to Resident shall constitute a valid waiver of any provision of M.G.L. c.93, s.76 of the laws of the Commonwealth of Massachusetts or of any regulation intended for the benefit or protection of Resident or the individual purchasing care for Resident.

XV. DISCLOSURE STATEMENT

I have been provided with a copy of the Disclosure Statement and the Residency Agreement, which set forth and explain the rights, duties and responsibilities of Sponsor, Sponsor's employees and agents, Overlook Masonic Health Center, Inc., its employees and agents, Overlook Masonic Health Center Inc.'s Medical Director, and the Resident. I have read and understand these documents and have had an opportunity to review them with an attorney, financial advisor or other representative of my choice.

XVI. SIGNATURES

IN WITNESS WHEREOF, The Overlook and the Resident(s) have signed this Agreement as a document under seal as of the day and year first set forth above.

OVERLOOK COMMUNITIES, INC.

BY: _____
Authorized Signatory

Witness: _____

Resident Signature

Resident's Representative Signature

Witness: _____

Resident Signature

Resident's Representative Signature

EXHIBIT A

REFUND PAYMENT DIRECTION ADDENDUM

The undersigned Resident(s) desire to instruct to The Overlook about who shall receive any refund that may become due under Section V of the Residency Agreement.

Accordingly, in consideration of the mutual promises and obligations set forth in the Residency Agreement and, to the extent applicable, the forbearance of the undersigned Resident(s) from excising the right to terminate the Residency Agreement at this time, The Overlook is hereby directed that, in lieu of making payment to the undersigned Resident(s) or to his/her/their estate(s) in the event the undersigned Resident(s) is/are deceased at the time of such payment, any refund due as provided in Section V of the Residency Agreement, should be remitted as indicated below:

Recipient #1

Name _____

Street _____ Unit/Apartment _____

City _____ State: _____ Zip: _____

Telephone Number _____

Percentage of refundable amount (if less than 100%) _____

Recipient #2

Name _____

Street _____ Unit/Apartment _____

City _____ State: _____ Zip: _____

Telephone Number _____

Percentage of refundable amount (if less than 100%) _____

Provided, however, in the event Overlook Communities, Inc., is unable, after duly diligent efforts, to locate and make payment of any such refund to the above-designated person(s), The Overlook shall make payment thereof to the undersigned Resident(s) or to his/her/their estate(s), as applicable.

And, provided, further, this Addendum shall not be effective unless any Guarantor(s) of the obligations of undersigned Resident(s) under the Residency Agreement(s) have duly executed a copy of this Addendum as provided below and thereby have consented to the payment directions contained herein.

IN WITNESS WHEREOF, The Overlook and the Resident(s) have signed this Addendum as a document under seal (as indicated by the notation “L.S.” on the signature lines) as of the day and year first set forth above.

OVERLOOK COMMUNITIES, INC.

BY: _____
Authorized Signatory

RESIDENTS(S):

Signature L.S. Witness: _____

Print Name L.S.

Signature L.S. Witness: _____

Print Name L.S.

EXHIBIT B

GUARANTY

The undersigned Guarantor(s) of the obligations of the Resident(s) under his/her/their Residency Agreement(s) hereby assent(s) to the payment instructions set forth herein and waive(s) any right to contest actions by The Overlook that are taken in compliance with the terms of this Addendum.

GUARANTOR #1: _____

Print Name:

GUARANTOR #2: _____

Print Name:

NOTARIZATION OF SIGNATURE OF GUARANTOR #1:

STATE: _____)

COUNTY: _____)

On this _____ day of _____, 20 ____, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document as GUARANTOR #1, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public _____

[SEAL]

My commission expires: _____

NOTARIZATION OF SIGNATURE OF GUARANTOR #2:

STATE: _____)

COUNTY: _____)

On this _____ day of _____, 20 ____, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document as GUARANTOR #2, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public _____

[SEAL]

My commission expires: _____

SCHEDULE 1

SERVICES COVERED BY MONTHLY FEE

- Scheduled meals in the dining areas. The Monthly Fee shall include dining dollars equivalent to one meal for each day of the month. Sponsor shall provide access to two (2) full meals and a continental breakfast each day, with the exception of Sundays and some holidays, however, the cost of any such meals above the one meal equivalent shall be at an additional cost to Resident. Residents who have exhausted their dining allotment for any month will be billed for the extra meals,
- Residence housekeeping service performed once every two (2) weeks.
- Heavy cleaning performed once a year.
- Utilities, including heating, air conditioning, water, sewer, electricity and wiring for telephone, internet and cable television access.
- Scheduled transportation to local shopping and recreational areas, community facilities and places of worship as determined by the Sponsor.
- Maintenance of the independent living residences, including all Sponsor provided appliances, carpets and fixtures. Independent living residence appliances will include a range, washer and dryer, microwave, refrigerator, dishwasher and garbage disposal. Sponsor will repaint residences as deemed necessary by Sponsor. Resident is responsible for the cost of repairing damage to any of Sponsor's property or equipment caused by Resident's misuse or neglect.
- Kitchen in each independent living residence.
- Call system and response to calls for emergency aid on a 24-hour per day basis.
- Activities as scheduled and planned for those Residents interested in participating.
- Access to and use of the common areas and facilities provided for the use and enjoyment of Residents of The Overlook. Common areas include dining areas, private dining room for parties and special events (see additional services fee schedule), lounge areas, library, communications center, game and card playing areas, creative arts studio, multi-purpose rooms, fitness center, indoor swimming pool, woodworking shop, convenience store and bank. Rules and regulations with respect to the use of common areas will be established and modified by Sponsor from time to time and provided to Resident.
- Building and grounds housekeeping and maintenance.
- Twenty-four hour security services.

- Assigned storage facilities for apartment Residents' personal belongings.
- Smoke detection in all residences and sprinklers in apartments.
- Uncovered parking.

SCHEDULE 2
ANCILLARY SERVICES

- Covered parking.
- Hair salon and barber shop.
- Guest suites where visitors can stay while visiting the community, subject to availability.
- Non-emergency response calls to the independent living residence.
- Home health care services.
- The cost of physician services, prescription drugs, rehabilitation, medical surgical supplies and other health related services shall be borne by Resident.
- Enhanced living services.
- Skilled nursing services.
- Memory care services.
- Guest meals.
- Resident has the option at Resident's own cost to contract for telephone, internet and cable television services.

SCHEDULE 3

DEDUCTIONS FROM ENTRANCE FEE REFUND

1. Administrative Fee.
2. Customization Costs: Costs incurred by Sponsor for any customized improvements to Resident's independent living residence requested by Resident.
3. Refurbishing Fees.
4. Unpaid Monthly Fees and any accrued interest thereon.
5. Advances made by Sponsor pursuant to Section VIII(b).
6. Any other amounts due from Resident to Sponsor or Overlook Masonic Health Center, Inc.

SCHEDULE 4
SCHEDULE OF MONTHLY FEE INCREASES

[Attached.]

SCHEDULE 4

FIVE YEAR HISTORY OF MONTHLY FEES—LIFE CARE

One Bedroom	2011	2012	2013	2014	2015
Alberta					\$2,350 \$2,500
Alpine					\$2,900
Ash	\$2,490	\$2,590	\$2,690	\$2,780	\$2,850
Aspen	\$2,490	\$2,590	\$2,690	\$2,780	\$2,950
Balsam	\$2,790	\$2,900	\$3,010	\$3,120	\$3,250
Basswood, Beech, Birch, Cedar	\$2,790	\$2,900	\$3,010	\$3,120	\$3,350
Cherry	\$2,950	\$3,070	\$3,190	\$3,300	\$3,450

Two Bedrooms	2011	2012	2013	2014	2015
Chestnut	\$3,310	\$3,440	\$3,570	\$3,690	\$3,550
Dogwood	\$3,310	\$3,440	\$3,570	\$3,690	\$3,600
Elm, Patio	\$3,550	\$3,690	\$3,830	\$3,960	\$3,750
Elm, Balcony	\$3,550	\$3,690	\$3,830	\$3,960	\$3,800
Hawthorne, Patio	\$3,550	\$3,690	\$3,830	\$3,960	\$3,750
Hawthorne, Balcony	\$3,550	\$3,690	\$3,830	\$3,960	\$3,800
Hickory	\$3,950	\$4,110	\$4,260	\$4,410	\$4,100
Holly	\$3,550	\$3,690	\$3,830	\$3,960	\$3,700
Maple	\$3,950	\$4,110	\$4,260	\$4,410	\$4,250

Cottages	2011	2012	2013	2014	2015
Oak, Pine, Spruce	\$3,950	\$4,110	\$4,260	\$4,410	\$4,250
Sycamore	\$3,950	\$4,110	\$4,260	\$4,410	\$4,350
Willow	\$3,950	\$4,110	\$4,260	\$4,410	\$4,550

Second person	2011	2012	2013	2014	2015
All Styles	\$1,350	\$1,400	\$1,450	\$1,500	\$1,200

Annual Increase	3.2%	3.9%	3.8%	3.5%	0%
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SCHEDULE 4

FIVE YEAR HISTORY OF MONTHLY FEES—FEE FOR SERVICE

One Bedroom	2011	2012	2013	2014	2015
Alberta					\$1,700 \$1,850
Alpine					\$2,250
Ash	\$2,320	\$2,410	\$2,500	\$2,590	\$2,140
Aspen	\$2,320	\$2,410	\$2,500	\$2,590	\$2,300
Balsam	\$2,620	\$2,720	\$2,820	\$2,920	\$2,600
Basswood, Beech, Birch	\$2,620	\$2,720	\$2,820	\$2,920	\$2,700
Cedar	\$2,620	\$2,720	\$2,820	\$2,920	\$2,750
Cherry	\$2,780	\$2,870	\$2,980	\$3,080	\$2,800

Two Bedrooms	2011	2012	2013	2014	2015
Chestnut	\$3,140	\$3,270	\$3,390	\$3,510	\$2,950
Dogwood	\$3,140	\$3,270	\$3,390	\$3,510	\$3,000
Elm, Patio	\$3,380	\$3,470	\$3,600	\$3,730	\$3,100
Elm, Balcony	\$3,380	\$3,470	\$3,600	\$3,730	\$3,150
Hawthorne, Patio	\$3,380	\$3,470	\$3,600	\$3,730	\$3,100
Hawthorne, Balcony	\$3,380	\$3,470	\$3,600	\$3,730	\$3,150
Hickory	\$3,780	\$3,930	\$4,080	\$4,220	\$3,700
Holly	\$3,380	\$3,470	\$3,600	\$3,730	\$3,050
Hickory, Maple	\$3,780	\$3,930	\$4,080	\$4,220	\$3,800

Cottages	2011	2012	2013	2014	2015
Oak, Pine, Spruce	\$3,780	\$3,930	\$4,080	\$4,220	\$3,700
Sycamore	\$3,780	\$3,930	\$4,080	\$4,220	\$3,800
Willow	\$3,780	\$3,930	\$4,080	\$4,220	\$4,100

Second person	2011	2012	2013	2014	2015
All Styles	\$1,190	\$1,210	\$1,260	\$1,300	\$900

Annual Increase	3.2%	3.9%	3.8%	3.5%	0%
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