

# **DISCLOSURE STATEMENT**

## **RiverMead**

### **A CONTINUING CARE RETIREMENT COMMUNITY LOCATED IN PETERBOROUGH, NEW HAMPSHIRE**

**NOTICE:** New Hampshire law requires RiverMead to provide all prospective Residents with this Disclosure Statement before the initial transfer of funds and before the prospective Resident consents to any contract with RiverMead.

The Department of Insurance has issued a Certificate of Authority to RiverMead authorizing it to distribute this Disclosure Statement. The issuance of a Certificate of Authority does not constitute approval, recommendation or endorsement of the community by the Department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set out in the Disclosure Statement.

**NOTICE:** You are advised to consult with an attorney before signing any documents or agreements concerning this matter. You have the right to cancel this agreement within 10 days after signing without obligation, except for certain described services and charges.

**March, 2018**

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## **Name and Type of Organization**

RiverMead is the trade name of PETERBOROUGH RETIREMENT COMMUNITY AT UPLAND FARM, INC., a New Hampshire not-for-profit corporation which has obtained exemption from federal income taxes under Section 501c(3) of the Internal Revenue Code (hereinafter RiverMead or Provider).

## **Relationships or Affiliations**

RiverMead has an affiliation with Monadnock Community Hospital, located in Peterborough, and Cheshire Medical Center, located in Keene. The purpose of this affiliation is to ensure a close working relationship with these hospitals as they provide on-site or off-site medical services to the Residents of RiverMead. Neither hospital has any financial responsibility to RiverMead or its Residents. RiverMead has no relationship with any other religious, charitable, or non-profit organization.

## **Board of Trustees and Officers**

### **Peterborough Retirement Community at Upland Farm, Inc. (RiverMead)**

RiverMead is governed by a voluntary Board of Trustees. The Board consists of individuals who have extensive experience in business, finance, medicine, state and local public service, higher education, law, and social services. The following is a list of the present Board of Trustees and officers for RiverMead.

### **Chair of the Board of Trustees**

#### **John Round**

Keene, NH

Mr. Round founded and manages IPG's Flexible Benefit Services division and is a member of the Employer's Council on Flexible Compensation, the International Foundation of Employee Benefit Plans, the International Society of Certified Employee Benefits Specialists, and the Society for Human Resource Management. Mr. Round has served as Chair of the Board of the Monadnock Waldorf School, the Trustees of Trust Funds for the City of Keene, and the Board of Directors of The Colonial Theatre. Most recently, he sat on the Boards of the Monadnock United Way and the Monadnock Region Board of Advisors for the New Hampshire Charitable Foundation for which he also served on the statewide Fiscal Policy Committee.

### **Vice-Chair**

#### **Peter W. Leberman, Esq.**

Hillsborough, NH

Attorney Leberman, with Upton & Hatfield, represents a broad range of for-profit and nonprofit clients with particular emphasis on governance, contractual, real estate and other general corporate, commercial, and business matters. In addition, he regularly counsels individuals in pursuing new ventures and planning for their future. Prior to joining Upton & Hatfield, he was Vice President and General Counsel with Northeast Delta Dental, and an attorney and Shareholder/Director with Sheehan Phinney Bass & Green. He holds an LLM, Taxation from Boston University School of Law, JD from Washington & Lee University School of Law, and BS Magna Cum Laude in Business Administration from the University of New Hampshire. In his more than thirty years

practicing law in NH, he has served on committees and boards for more than fifteen nonprofit organizations, government commissions, and business groups. At present, he serves on the board of Havenwood Heritage Heights.

#### **Treasurer**

##### **Christopher J. Flynn**

Dublin, NH

Before retiring in 2014, Mr. Flynn served as the Senior Executive Vice President of Pentagon Federal Credit Union, President and CEO of the PenFed Foundation, President and CEO of Primary Bank in Peterborough, NH, and as President and Director of Granite Bank in Keene. He also served as a consultant to various financial institutions throughout New England and lectured at various universities and throughout the military community, receiving commendations from members of Congress and The White House Office of Communications. Mr. Flynn holds a B.S.B.A. in Accounting and advanced management certificates from the Williams College School of Banking and Babson College. Active in his community, Mr. Flynn has served on the Board of Franklin Pierce University for 15 years and received an honorary doctorate in 2005. He also has served on the Board of Monadnock Community Hospital, holding the office of Chair for three years. Named Business Leader of the Year, Mr. Flynn co-founded Monadnock Business Ventures, served as President of the NH Bankers' Association, and was a RiverMead Trustee for several years. He has been married for 45 years and has four children and 10 grandchildren.

#### **Secretary**

##### **Janet S. Grant**

Jaffrey, NH

Ms. Grant returned to Jaffrey Center in 2000 after 25 years in London, England where she had initiated the international operations of Advanced Management Research International, then through a management buyout continued the business as a British company in the fields of international management training and consultancy. A former Trustee and Assistant Secretary of RiverMead, Ms. Grant has been very active in her community, having served as Moderator and Treasurer of First Church in Jaffrey; member of the Meetinghouse Committee and the Jaffrey Center Village Improvement Society; member and Treasurer of Monadnock Chorus; Board member of Monadnock Music, Raylynmor Opera, Peterborough Players, and NH Charitable Foundation – Monadnock Region; and Chair of the Historic District Commission of the Town of Jaffrey. She is also a founder member of Citizens for the Protection of Mt. Monadnock. Ms. Grant holds a B.A. in Economics from Connecticut College.

#### **Trustee**

##### **Richard P. Church**

Nelson, NH

Mr. Church retired in 2001 from a 29-year career at The Markem Corporation in Keene, NH holding managerial and executive positions including Vice President from 1986-2001. Mr. Church served in the United States Army 1967-1968 as 1st Lieutenant. Mr. Church is very active in his community and currently chairs The Nelson Trails Committee; he volunteers and is past president of The Monadnock Conservancy, Nelson Town, and School District moderator (2005-present) and serves on The Nelson Conservation Commission. He has served on the board and as president of

The Nelson School Board and Monadnock Family Services. He was a member of The Historical Society of Cheshire County and The National Alliance of the Mentally Ill New Hampshire.

**Trustee**

**J. Roderick Falby, Jr.**

Peterborough, NH

Served as Law Clerk to Chief Justice William McAllister of the Oregon Supreme Court from 1966-1967. After practicing law for several years in Manchester, NH, he joined the firm in Peterborough now known as Fernald, Taft, Falby & Little in 1971, with a concentration in Insurance Defense, Commercial Law, Banking, Real Estate, and Estate Planning. Mr. Falby served on the NH Board of Bar Examiners (1985-2002) and in the NH Superior Court Litigation Mediation Program. He has served on several Town Boards most recently on the Peterborough Board of Trustees of Trust Funds and on the boards of various civic and charitable organizations such as The Sharon Arts Center and the Peterborough Historical Society. He served at All Saints Church, Peterborough in various capacities including twelve years as Senior Warden.

**Trustee**

**George B. Foote, Jr.**

Dublin, NH

Mr. Foote holds a PhD in mechanical engineering from the Massachusetts Institute of Technology. He retired as President of Advantec, Inc. Prior to moving to Dublin, he and his wife Lisa lived in Carlisle MA where he served on the Conservation Commission, chairman of the Planning Board, member of the long-term capital requirements committee and chairman of the Carlisle Land Trust and Carlisle Conservation Foundation. In the Monadnock Region, he has served on the board of the Sharon Arts Center, and currently serves on the boards of TriPyramid Structures Inc, New Hampshire Institute of Art, and Dublin School.

**Trustee**

**Richard (Rick) M. Hance**

Peterborough, NH

Mr. Hance (Rick) moved to Peterborough with his wife Patti in 2005. Their interest in community, and the fact that their house is immediately across from the Peterborough Players, initiated their commitment to the theater, as well as arts and culture throughout the Monadnock Region. His extensive management experience started in the hospitality arena, in Director, Regional and Executive positions with the Marriott, Westin, and Starwood organizations. Before retiring, he was Executive Vice President of The Urban Land Institute in Washington DC. Since that time, he has served actively in the regional and statewide non-profit communities as trustee and President of the Peterborough Players board, as member of the Monadnock Worksource board, President of Monadnock Art/Friends of the Dublin Art Colony, and as a member and current Board Chair of the New Hampshire Charitable Foundation -Monadnock Region.

**Trustee**

**Carl Amos Johnson**

Greenfield, NH

Mr. Johnson is the owner and Global Investment Fiduciary and Financial Planner with Grove Street Fiduciary, LLC based in Peterborough. He is skilled in using his fiduciary expertise in tax, investment and estate planning concepts to create prosperous and coordinated strategies with clients in the Monadnock Region and beyond. He and his wife and family moved to Greenfield, NH in 2001. His lifelong and continuing commitment has been in the U.S. Navy in which he served actively until 2000, followed by his active role with the Navy Reserves. He will be retiring shortly, as Captain serving on the Joint Staff Military Delegation to NATO, and at the Pentagon, and having received a number of Navy Meritorious Service, Commendation, and Humanitarian Service Medals. His community involvement has included active co-founding of the ConVal Community Scholarship Foundation for disadvantaged youth, as board member of the Dublin Christian Academy and Greenfield Historical Society.

**Trustee**

**John H. Morison, III**

Mont Vernon, NH

Mr. Morison serves as Chairman & CEO, Hitchiner Manufacturing Co., Inc., Milford, NH; Manager of Upland Farm LLC, Peterborough, NH; Director, New Hampshire Business and Industry Association, Concord, NH; Trustee, Currier Museum of Art, Manchester, NH; Director, New Hampshire Public Television, Durham, NH; Director, UNH Foundation.

**Trustee**

**Constance (Connie) Oliver**

Peterborough, NH

Mrs. Oliver was employed by the Winsor School in Boston, MA from 1969-1984 and has resided in Peterborough since 1985. A resident of RiverMead since 2008, Mrs. Oliver has served as the Vice President of the RiverMead Residents' Council and she was formerly National Vice President of the Garden Club of America, President of the Garden Club of Dublin, President of the Peterborough Garden Club, and a member of the Board of the Monadnock Chorus. Mrs. Oliver is currently a Board member of the Garden Club of Dublin.

**Trustee**

**Anne G. Peirce**

Hancock, NH

Dr. Peirce is a tenured Professor at Adelphi University and has worked in nursing education over the last 36 years at Columbia University, University of Mississippi Medical Center, and Seton Hall University. Dr. Peirce has held several hospital appointments including Director of Nursing for Research at University Hospitals Jackson, Mississippi and Senior Staff at Tufts-New England Medical Center. She has coauthored two texts, the most recent: Ethical and Legal Issues for Doctoral Nursing Students: A Textbook for Students and a Reference for Nurse Leaders (2013). She has also contributed to numerous nursing textbooks and journals on topics such as ethics, legal

issues, stress and coping, complexity theory, elderly care, and professional nursing. She is the founding editor of the Springer journal: Clinical Nurse Scholar. Dr. Peirce's individually funded research totals approximately one half million dollars and in addition she has participated in several NIH funded studies including the Jackson Heart Study. She currently belongs to the Eastern Nursing Research Society and Sigma Theta Tau, and numerous other professional organizations and boards in the field of nursing. In addition to nursing organizations, Dr. Peirce is a former director at Hillenbrand Industries (NYSE:HB).

**Trustee**

**Susan W. Peters**

Dublin, NH

An attorney, Ms. Peters clerked for Justice Neil Lynch on the Massachusetts Supreme Judicial Court and practiced business law in Massachusetts before moving to New Hampshire to raise a family. She is a member of the Dublin Zoning Board of Adjustment and water testing volunteer for Dublin Lake, and has served on other Town Boards. She is an active member of the Bar in New Hampshire and Massachusetts, and served on the Phillips Academy Alumni Council. As a caregiver for her parents, she was closely involved from both the medical and personal financial perspectives. A graduate of Middlebury College and Boston University School of Law, she earned a Certificate in Strategic Management from Harvard Extension School in 2015.

**Trustee**

**Michael J. Rafferty**

Keene, NH

Mr. Rafferty is an owner as well as co-President of The New Hampshire Trust Company. He serves currently as a Board member of the New Hampshire Charitable Foundation in the Monadnock Region; Member of the Investment and Finance Committees of Cedarcrest in Keene, NH; and a volunteer for the Monadnock United Way. He was formerly a Vice President and Trust Officer with the Fleet Private Clients Group in Keene; President of the Board of the Keene Family YMCA; and President of the Connecticut Valley Estate Planning Council.

**Trustee**

**Deborah (Deb) S. Roody**

Peterborough, NH

Mrs. Roody is a native of New Hampshire, born in Antrim and brought up in Laconia. Her husband, Randy Roody, is also a N.H. native from Concord. After living in Europe at the beginning of their marriage, Mr. and Mrs. Roody returned to the U.S.A. and lived most of their married years in Merrimack and Bedford, N.H. They moved to RiverMead in 2015. In her early professional life, Mrs. Roody focused on special education as a teacher and administrator for Hudson and Litchfield, N.H. public schools. She then worked for The NETWORK, Inc., a non-profit, educational R&D organization in Andover, Mass. There she directed a regional supported employment and independent living project for people with disabilities after which she worked nationally and internationally as a consultant, trainer, and facilitator in school improvement, and teacher development. More recently, she continued this work as a private consultant in N.H.

with a special concentration on the mentoring of new teachers. She helped establish the N.H. affiliate of Learning Forward, a national teacher development professional organization and served as Board Member, Board Chair, and Executive Director until her retirement. Ms. Roody holds a B.A. degree in Sociology and M.Ed. in Guidance and Counselling from Clark University in Worcester, Mass., and a C.A.G.S. degree in Special Education from Temple University in Philadelphia, Penn. At RiverMead, Mrs. Roody chairs the Village Advisory Committee, helps organize the annual Country Store Tag Sale, and participates fully in RiverMead life and activities. She also volunteers in the library and on Medal Day at the MacDowell Colony.

### **Trustee**

#### **Calvin K. (Cal) Sholl**

Peterborough, NH

Mr. Sholl is the former Chairman and CEO of the management consulting firm Parker, Sholl and Gordon where he practiced Human Resources consulting, organizational planning, and executive recruitment for 30 years. Prior to his tenure there, Mr. Sholl served as Director of Industrial Relations at Fitchburg Paper Company and as Assistant Director of Personnel at Bristol Laboratories in Syracuse, NY. Currently a resident of RiverMead, Mr. Sholl performed active duty in the Pacific Theater of World War II as a Lieutenant in the U.S. Navy. He also has served on the Board of Nashoba Community Hospital, First Signature Bank and Trust, Hastings Hall, the Institute of Management Consultants, the Association of Management Consultants, the Waltham Chamber of Commerce, and a variety of community and non-profit organizations. For the local communities, Mr. Sholl served as Moderator and Personnel Committee Chairman for the Town of Lunenburg, MA, and as Personnel Committee Chairman for the Town of Rindge, NH. Mr. Sholl earned an A.B. from Bucknell University and an M.B.A. from Syracuse University.

## **Corporate Officers**

### **Chief Executive Officer**

**William H. James, Jr.**

RiverMead

Mr. James assumed the role of RiverMead's CEO in February of 2013 following 22 years of leading and developing successful retirement communities. Before joining RiverMead, he served for 12 years as the Executive Director of Foxdale Village, a Pennsylvania continuing care community serving 400 residents, and shepherded the facility's expansion and renovation. Being committed to community and senior care-related initiatives, Mr. James has volunteered for numerous organizations and served on many boards, including the Board of Friends Services for the Aging; the Peace Church Risk Retention Group; Centre Volunteers in Medicine; ClearWater Conservancy; the Chamber of Business and Industry of Centre County; Aging in Place Centre County; the Center for the Performing Arts at Penn State University; and the Delaware Association of Homes and Services for the Aging. Mr. James is a member of the Board of Directors of the Peterborough Chamber of Commerce, Monadnock Community Hospital, and the Community Kitchen in Keene, New Hampshire. Bill is a member of the Peterborough Rotary Club, and the Peterborough Economic Vitality Committee. He is a licensed Nursing Home Administrator and a recipient of the American Retirement Corporation (ARC) Milestone Award.

### **Chief Financial Officer**

**Martin (Jaime) Conley, III**

RiverMead

Mr. Conley joined RiverMead as CFO in December of 2014 after serving for eight years as the Controller and Director of Financial Operations of Givens Estates, a continuing care retirement community in Asheville, NC. His areas of responsibility included the company's financial reporting process, treasury services, contractual agreements, corporate compliance initiatives, and the preparation of annual budgets and long-range forecasts. Earlier, Mr. Conley was Financial Auditor for the State of North Carolina and an Accounting Instructor at the University of North Carolina at Wilmington where he earned a Bachelor of Science degree in Business Administration and a Master of Science in Accountancy. Mr. Conley serves as the Treasurer of the LeadingAge Maine & New Hampshire Board of Directors, is a member of the Monadnock Community Hospital Audit Committee and was previously a member of the Town of Peterborough's Master Plan Housing Subcommittee. Mr. Conley lives in Peterborough, NH with his wife and three children.

## **Contracts**

Peterborough Retirement Community at Upland Farm, Inc. has entered into a number of contracts for services to be provided to RiverMead. Those ongoing contracts, which may exceed \$25,000 annually, are for trash removal, security services, and food service management.

## **Location and Description of the Original “Mead” Community**

RiverMead consists of two campuses: the original “**Mead**” campus and the second campus, “**The Village**,” which opened in April of 2013. The two campuses are directly adjacent to one another, with a total of 153 Independent Residential Units, 66 Supported Residential Care Units, and 33 Skilled Nursing Beds. The Community is constructed on approximately 90 acres, located in Peterborough, New Hampshire. The property is located within a half mile of the intersection of New Hampshire Routes 101 and 202. It is a partially wooded site, which is bordered by undeveloped land and the Contoocook River. The residential units vary in size from one-bedroom apartments to three-bedroom cottages.

The Community is open to persons age 62 and over (hereinafter “Resident”). Residents who will occupy independent apartments must be able to demonstrate that they are in good health, able to live independently, and capable of meeting their financial responsibilities. All parts of the Community are very residential in nature and design and emphasize a dignified atmosphere. The Community was created to be an integrated town within a town, which interacts with Peterborough as a whole. The goal of the Community is to allow its residents to enjoy an enriched lifestyle with cultural and educational opportunities.

The overall development cost of RiverMead’s original Mead campus was \$37,000,000, including approximately \$22,000,000 related to design, construction, site cost, land, furnishings and equipment and other direct expenses of the Project. This cost includes a substantial amount to fund interest payments, and establish a Reserve Fund and an Operating Reserve Fund. RiverMead was financed through the issuance of approximately \$28,000,000 of tax-exempt bonds through the New Hampshire Higher Educational and Health Facilities Authority. Construction of RiverMead was started in September of 1994 and completed in December of 1995.

## **Expansion of the Community: The Village Campus**

In 2006, RiverMead purchased approximately 34 acres of land across from its existing campus (the “**Nelson Lot**”) as a strategic investment in the advancement of several key goals and objectives identified by RiverMead residents and the Board of Trustees. These goals and objectives, or qualitative improvements to RiverMead, included:

- Further the mission, values, and vision of RiverMead.
- Increase the selection of healthcare options and lifestyle amenities offered to existing RiverMead residents.
- Optimize RiverMead operating costs through greater economies of scale and efficiencies of operations.
- Expand the provision of the senior living services and retirement options and offer a greater variety of lifestyle choices to additional people within RiverMead’s primary market service area.

With these objectives in mind and as a result of a market analysis and market feasibility study, RiverMead authorized the Village expansion project in 2008, the scope of which included:

- 30 independent living units in a multi-story apartment wing
- 10 independent living cottages
- 20 one-bedroom assisted living units in a one-story wing (skilled nursing would be offered on the existing RiverMead campus)
- a one-story community center to include specialty areas and amenity areas for the use of the entire RiverMead campus (as well as the necessary service and “back of house” spaces on a lower level)
- 30 structured parking stalls

In total, the Village currently includes approximately 108,000 square feet, comprised of the following:

<b>Area</b>	<b>Approximate Square Footage</b>
Independent Living Apartments	39,000
Independent Living Cottages	23,000
Assisted Living Apartments	18,000
Common/Support Areas	15,000
Structured Parking/Service/Storage	13,000
<b>Total</b>	<b>108,000</b>

The common area square footage includes 30 covered parking stalls, multiple dining venues, a “bring your own” pub, a multifunction meeting room, a fitness center with a Jacuzzi and other recreational and public areas for the use of all residents of The Village and RiverMead.

Consistent with the admission criteria of the existing RiverMead community, in order to qualify for entrance into the Village units, the prospective resident (or one of a couple) must be at least 62 years of age. Additionally, the prospective resident must meet certain health criteria and complete a financial evaluation. Entrance into The Village units will be through the payment of a one-time entrance fee and a regular monthly fee. Fees are generally based on the size of the independent living apartment, cottage (collectively, the independent living units or “ILUs”) or assisted living unit, the refund option chosen, and the number of residents living in the unit. Additional information on fees can be found on pages 10-11 of this document.

The total direct cost for constructing and equipping The Village was \$23.9 million, financed by the proceeds of tax-exempt revenue bonds issued through the New Hampshire Health and Education Facilities Authority in 2011. In addition to contributing the land, RiverMead funded all pre-construction expenditures and other costs that would not qualify for tax-exempt financing.

**Campus Improvement Plan: 2018 and Beyond**

Beginning in 2015 the RiverMead senior management team and Board of Trustees developed a master site plan for updating and improving the RiverMead facilities and meeting the needs of its residents (the “Master Site Plan”). RiverMead engaged Eventus Strategic Partners and Ziegler to assist it with the development, financing, and implementation of the Master Site Plan. The Master Site Plan consists of: (i) the construction of 4 independent living cottages and 2 villa-style buildings each containing 12 independent living apartments, the replacement of the maintenance building, and additions and renovations to the Commons Building, on the Village Campus; and (ii) a additions and renovations to the Health Center, the construction of a Wellness Center adjacent to the existing RiverMead pool and improvements primarily to the kitchen and dining common areas, of the Mead Campus. The Master Site Plan will be implemented in up to four phases, and the following is the most recent estimated timetable:

<b>Project</b>	<b>Start Date</b>	<b>Expected Completion Date</b>	<b>Number of Months</b>	<b>Phase</b>
<b>Village Campus</b>				
- 4 Cottage Units & Maintenance Building	8/1/2017	5/31/2018	10	I
- 24 Villa Units & Common Areas	4/1/2018	4/30/2019	15	II
<b>Mead Campus</b>				
- Health Center Addition	5/1/2018	5/31/2019	13	III
- Common Area Improvements	5/1/2018	12/1/2018	7	III
- Wellness Center Improvements	7/1/2018	6/30/2019	12	III
- Health Center Renovation	6/1/2019	6/30/2020	13	IV

The foregoing timetable is subject to further revision by RiverMead in its discretion, and is subject to delays typically encountered in construction projects due to unforeseen conditions or unanticipated circumstances beyond RiverMead’s control.

RiverMead received site plan approval from the Peterborough Planning Board on June 19, 2017 for the expansion of the Village campus, and on November 13, 2017 for the expansion of the Mead campus. On October 25, 2017, RiverMead received building permits for the construction of the foundations for the two 12-unit villa buildings on the Village campus. Additional building permits will be obtained as the Master Site Plan progresses. RiverMead has engaged RLPS Architects to serve as the architect and Hutter Construction Corporation (“Hutter”) as the general contractor for the Master Site Plan. RiverMead and Hutter have negotiated a guaranteed maximum price contract for Phase I only, and expect to negotiate separate guaranteed maximum price contract for each of the remaining phases.

The direct costs of constructing and equipping the Master Site Plan will be financed primarily from the proceeds of the issuance by the New Hampshire Health and Education Facilities Authority of \$34.5Million of tax-exempt bonds on December 28, 2017 (the “Improvement Bonds”). The loan of the Improvement Bond proceeds to RiverMead (the “Improvement Loan”) is secured by a mortgage on the RiverMead campus and a security interest in all of its assets, and is structured to

allow RiverMead to draw down funds as needed for the Master Site Plan. RiverMead will be required to pay only interest during the three-year draw down period and thereafter will make monthly principal and interest payments based on a variable interest rate and a 25-year amortization schedule. The Improvement Bonds are held by People's United Muni Finance Corp. and are subject to a mandatory tender on December 28, 2027.

### **Services and Amenities**

The services and amenities of RiverMead (comprised of the original "Mead" campus and the new "Village" campus) are listed below and are also identified in the attached Residence and Care Agreement (some services vary for those residents entering under Exhibit E):

#### **A. Community Center**

The Resident may use the dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center, which RiverMead has made available for the use, and enjoyment of the Residents of RiverMead. Such use is subject to reasonable rules, established by RiverMead, which shall be applicable to all Residents.

#### **B. Health Center**

RiverMead will supply nursing care in the on-site Health Center when medically necessary without any increase in the then-current monthly fee, except for the charge for two extra meals per day and other expenses not covered in the Residence and Care Agreement. If accommodations are not immediately available in the on-site Health Center, RiverMead will be responsible to pay for similar services at an off-site long-term care facility. The Resident would be transferred back to the Health Center as soon as accommodations become available.

#### **C. Food Services**

##### **1. Meal Services**

Two nutritionally balanced meals a day are available at the Community Center. One meal a day is included in the Monthly Service Fee. Residents may elect to take additional meals at the prevailing extra charge.

##### **2. Tray Service**

Tray service is provided in the Living Accommodation during minor, short-term illnesses of 14 days or less when approved by RiverMead's Medical Director or his/her designee for the one meal a day included in the Monthly Fee. If additional meals and tray service are required, a charge will be incurred by the Resident for the additional meals not covered in the Monthly Fee.

##### **3. Private Dining Room**

Two private dining rooms are available for family gatherings or other special occasions for the Resident, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.

##### **4. Guest Meals**

Guest meals are provided for guests of the Resident at the Community. Fees for guest meals may be charged to the Resident and will be reflected on the Resident's monthly statement.

**D. Housekeeping**

Light Housekeeping services are provided every other week at no additional charge in the Resident's Living Accommodation. The Resident's bed linens are cleaned weekly at no additional charge. On an annual basis, heavy housekeeping service is provided and includes cleaning windows and moving furniture. Residents are responsible for maintaining their Living Accommodation in a clean and sanitary condition. Additional housekeeping services are available to the Resident at an additional charge.

**E. Maintenance**

Furnishings, appliances, and other property and equipment supplied by the Community is repaired and maintained or replaced by the Community. Repairs, maintenance, and replacement of the Resident's personal property are the responsibility of the Resident.

**F. Utilities**

Sewer, water, electricity, heat, air conditioning, cable tv, internet and trash removal are furnished at no additional cost to the Resident. The Resident is responsible for the cost of telephone service to the Living Accommodation.

**G. Grounds**

Basic grounds keeping, including lawn service and common area gardens, is furnished at no additional cost to the Resident.

**H. Gardens**

Ground-floor Residents and Residents of cottages may plant flowers, greenery, and other non-wild, non-food bearing plants around their patio areas in dimensions determined by the Community. A portion of the campus of the Community will be designated for Resident garden plots for the growing of vegetables and flowers. Residents may reserve these garden plots at no additional charge.

**I. Local Transportation**

RiverMead provides local transportation for Residents to shopping centers, banks, and other points of common interest on a scheduled basis, as well as individual trips to physicians, dentists, and hospitals within the local area of the Community in the event other conveyance is unavailable and transportation is requested in advance.

**J. Activities**

RiverMead provides a planned schedule of social, cultural, educational, recreational, and religious activities. RiverMead reserves the right to pass on to the Resident the costs incurred in providing programs which require special materials, admission fees, charter bus service, or other outside expenses.

**K. Emergency Service**

An emergency call system is located within each Living Accommodation. Any emergency call received from a Resident will be answered twenty-four hours a day, seven days a week.

**L. Storage Areas**

A storage area, capable of being locked, is available for use by Residents of the Independent Living Apartment Units. Each Cottage has at least one garage with space for additional storage.

**M. Taxes**

RiverMead is responsible for any real estate taxes assessed to the Community.

**N. Beautician/Barber Services**

Beautician and Barber services are available to the Residents in the Community at an additional charge to the Resident.

**O. Country Store**

A Country Store is available to Residents during scheduled hours of operation. Purchases will be an additional charge to Residents.

**P. Parking**

Lighted and well-maintained parking areas are available to Residents at no additional charge. A covered parking is available to Residents of the Independent Living Apartment Units at an additional charge.

**Services to be Provided at Other Locations:**

RiverMead will provide all of the services noted above at RiverMead. The only possible exception, as noted in Paragraph B above, is if the on-site Health Center is at full occupancy and a Resident must be temporarily provided nursing care at another local facility.

**Entrance Fees**

When a Resident chooses to reside in an Independent Living Unit at RiverMead, he/she will execute a Residence and Care Agreement. For existing RiverMead Mead and Village units, the Resident must pay a deposit equal to Thirty Five Percent (35%) of the Total Entrance Fee upon execution of the Residence and Care Agreement. The balance of the Entrance Fee is due at occupancy of the unit by the Resident. When a Resident chooses to move directly into Supported Residential Care in the existing Health Center, the Resident must pay the full Entrance Fee upon execution of the Residence and Care Agreement.

Residents of Independent Living Units at RiverMead can choose from four different entrance fee plans, the Traditional Plan, the 50% Refundable Plan and the 90% Refundable Plan. The Traditional plan offers a lower entrance fee with a declining refund over time. The Traditional entrance fee will be reduced by 4% upon initial occupancy and then by 2% per month of occupancy until the amount to be refunded is reduced to zero. The 50% Refundable Plan requires a higher entrance fee, which will be reduced by 4% upon initial occupancy and then by 2% per month of occupancy until the amount to be refunded is reduced to 50% of the entrance fee paid. The 70% Refundable plan allows for a minimum of 70% of the entrance fee to be refunded. The 90% Refundable plan requires the highest entrance fee and allows for a minimum of 90% of the entrance fee to be refunded at all times. The Entrance Fee paid by Residents moving directly into Supported Residential Care in the Health Center will be reduced by 4% per month of occupancy until the amount to be refunded is reduced to zero. There is a non-refundable additional person fee required under each plan if more than one person occupies a unit.

Notice of entrance fee increases will be given in advance of that increase taking effect. The Board of Trustees reserves the right to increase the entrance fees, determine the amount of increase, or change the timing of any planned increases, for any units. Once a Residence and Care Agreement is executed, the entrance fee identified in that Agreement shall not change.

A current schedule of Entrance Fees can be found in Exhibits F and G.

### **Monthly Fees**

Residents must pay a monthly maintenance fee to the Community for services provided. This monthly fee is based on the projected cost of operating the Community. The monthly fees will be reviewed by the Board of Trustees and adjustments made periodically if the Board of Trustees deems it necessary to meet the financial needs of operating RiverMead. Residents will be given 60 days' written notice of an increase in the Monthly Fees. An additional monthly maintenance fee is charged for double occupancy of a unit. A current schedule of Monthly Fees can be found in Exhibits F and G.

### **Refunds**

The Residence and Care Agreement may be rescinded by the Resident, without penalty, by giving RiverMead written notice within 10 days of the date of its execution by the Resident. The Resident's deposit will be returned without interest within 10 days of receipt of the written notice. After the initial 10-day period, the Residence and Care Agreement may be terminated prior to and after occupancy, and refunds will be granted in accordance with the provisions of the Residence and Care Agreement. An existing RiverMead resident may apply for residency in The Village; should an existing RiverMead resident accept an offer of residency in The Village, refunds will be granted in accordance with the provisions of the Residence and Care Agreement.

### **Reserve Funding**

Continuing Care Retirement Communities, in accordance with the laws of the state of New Hampshire, are required to maintain reserve funds prior to occupancy by residents. The reserve funds must equal the sum of 12 months' interest and principal payments of the total debt of the organization and 2 months' operating expenses, which relates to life care residents. RiverMead

maintains a cash balance well in excess of this requirement. These reserve funds are maintained in a separate account and segregated from RiverMead's operating funds.

### **Financial Statements**

RiverMead prepares monthly, quarterly, and annual financial statements. Quarterly and annual financial statements are posted on the Electronic Municipal Market Access (EMMA) website at <http://emma.msrb.org/> in accordance with provisions of RiverMead's outstanding debt. Monthly and annual audited financial statements are made available to all interested parties, including residents. Management encourages resident interest in the organization's financial reporting and promotes an "open door" policy for residents to discuss current and historic financial performance.

EXHIBIT A

FINANCIAL STATEMENTS

Peterborough Retirement Community  
at Upland Farm, Inc.

*Years ended December 31, 2017 & 2016  
With Independent Auditors' Report*

**Peterborough Retirement  
Community at Upland Farm, Inc.  
d/b/a RiverMead**

Financial Statements

December 31, 2017 and 2016



**BAKER TILLY**

Candor. Insight. Results.

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

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December 31, 2017 and 2016

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## **Independent Auditors' Report**

Board of Trustees

Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead

We have audited the accompanying financial statements of Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead ("RiverMead"), which comprise the balance sheet as of December 31, 2017 and 2016, and the related statements of operations, changes in net deficit, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RiverMead as of December 31, 2017 and 2016, and the results of its operations, changes in net deficit, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Baker Tilly Virchow Krause, LLP*

Philadelphia, Pennsylvania  
April 4, 2018

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Balance Sheet

December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>		<u>2017</u>	<u>2016</u>
<b>Assets</b>			<b>Liabilities and Net Deficit</b>		
<b>Current Assets</b>			<b>Current Liabilities</b>		
Cash and cash equivalents	\$ 1,462,099	\$ 1,571,611	Current maturities of long-term debt	\$ 904,857	\$ 879,857
Assets whose use is limited	759,092	772,195	Trade accounts payable	667,219	419,067
Accounts receivable:			Refunds payable	274,274	870,300
Residents	128,477	114,884	Accrued salaries, wages, and related taxes	745,018	568,919
Advance fees	-	185,050	Accrued interest	765,501	766,979
Other	145,254	51,586	Current portion of gift annuities payable	5,001	6,464
Supplies inventory	44,571	30,295	Prepaid revenue	250,774	247,194
Prepaid expenses and other current assets	445,641	487,254			
			Total current liabilities	3,612,644	3,758,780
Total current assets	<u>2,985,134</u>	<u>3,212,875</u>	<b>Accounts Payable, Construction</b>	535,754	-
			<b>Derivative Financial Instruments</b>	435,035	-
<b>Assets Whose Use is Limited</b>			<b>Long-Term Debt, Net</b>	31,206,396	31,147,023
Board-designated	16,601,848	18,781,535	<b>Refundable Fees and Deposits</b>	37,633,373	38,595,361
Under trust indenture, held by trustee	3,715,931	3,755,814	<b>Deferred Revenues from     Advance Fees</b>	22,708,646	22,763,100
Under charitable gift annuities	435,990	418,756	<b>Gift Annuities Payable</b>	92,837	108,788
Donor-restricted	404,124	433,479	<b>Total Liabilities</b>	<u>96,224,685</u>	<u>96,373,052</u>
Deposits from initial sales contracts	656,482	-	<b>Net Deficit</b>		
			Unrestricted net deficit	(19,892,839)	(20,381,140)
Total assets whose use is limited	21,814,375	23,389,584	Temporarily restricted net assets	176,207	206,500
<b>Property and Equipment, Net</b>	51,220,889	49,161,485	Permanently restricted net assets	227,916	226,979
<b>Deferred Marketing Costs, Net</b>	715,571	661,447			
			Total net deficit	<u>(19,488,716)</u>	<u>(19,947,661)</u>
Total assets	<u>\$ 76,735,969</u>	<u>\$ 76,425,391</u>	Total liabilities and net deficit	<u>\$ 76,735,969</u>	<u>\$ 76,425,391</u>

See notes to financial statements

**Peterborough Retirement Community at Upland Farm, Inc.**  
**d/b/a RiverMead**

Statement of Operations

Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>Unrestricted Revenues, Gains, and Other Support</b>		
Resident service fees	\$ 10,285,686	\$ 9,905,169
Amortization of advance fees	3,370,870	3,342,106
Health center fees	1,500,819	1,359,366
Assisted living fees	2,719,089	2,609,176
Special care unit fees	899,204	960,669
Interest and dividend income	392,124	372,221
Contributions & bequests	24,859	23,897
Net assets released for operations	57,509	34,264
Other operating revenue	<u>273,913</u>	<u>290,740</u>
 Total unrestricted revenues, gains, and other support	 <u>19,524,073</u>	 <u>18,897,608</u>
<b>Expenses</b>		
General and administrative	1,374,120	1,312,661
Marketing	347,247	251,918
Maintenance	1,228,020	1,190,090
Resident services	942,117	982,743
Housekeeping and laundry	907,577	885,098
Dining services	3,125,065	3,047,849
Health services	4,113,778	3,926,560
Utilities, insurance and taxes	2,137,435	2,179,205
Employee benefits	1,412,963	1,404,963
Interest	1,847,828	1,870,590
Depreciation and amortization	<u>2,668,827</u>	<u>2,596,377</u>
 Total expenses	 <u>20,104,977</u>	 <u>19,648,054</u>
 Operating loss	 (580,904)	 (750,446)
<b>Other Gains (Losses)</b>		
Realized gain on investments, net	1,478,696	205,027
Unrealized gain on investments, net	15,139	541,141
Change in fair value of derivative financial instruments	(435,035)	-
Gain on sale of assets	<u>10,000</u>	<u>639</u>
 Revenues and gains in excess of (less than) expenses	 487,896	 (3,639)
 <b>Net Assets Released for Property and Equipment</b>	 <u>405</u>	 <u>3,501</u>
 Decrease (increase) in unrestricted net deficit	 <u>\$ 488,301</u>	 <u>\$ (138)</u>

See notes to financial statements

**Peterborough Retirement Community at Upland Farm, Inc.**  
**d/b/a RiverMead**

Statement of Changes in Net Deficit  
 Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>Unrestricted Net Deficit</b>		
Revenues and gains in excess of (less than) than expenses	\$ 487,896	\$ (3,639)
Net assets released for property and equipment	405	3,501
	<u>488,301</u>	<u>(138)</u>
<b>Temporarily Restricted Net Assets</b>		
Contributions	7,150	16,740
Net investment income	20,471	2,530
Net assets released for operations	(57,509)	(34,264)
Net assets released for property and equipment	(405)	(3,501)
	<u>(30,293)</u>	<u>(18,495)</u>
<b>Permanently Restricted Net Assets</b>		
Change in value of split-interest agreements	937	15,056
	<u>458,945</u>	<u>(3,577)</u>
<b>Net Deficit, Beginning</b>	<u>(19,947,661)</u>	<u>(19,944,084)</u>
<b>Net Deficit, Ending</b>	<u><u>\$ (19,488,716)</u></u>	<u><u>\$ (19,947,661)</u></u>

See notes to financial statements

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Statement of Cash Flows

Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>Cash Flows from Operating Activities</b>		
Decrease (increase) in net deficit	\$ 458,945	\$ (3,577)
Adjustments to reconcile decrease (increase) in net deficit to net cash provided by operating activities:		
Depreciation and amortization	2,668,827	2,596,377
Amortization of original issue discount	18,176	18,176
Interest component of debt issuance costs	30,529	30,529
Change in fair value of derivative financial instruments	435,035	-
Proceeds from nonrefundable advance fees	3,317,500	4,844,277
Amortization of advance fees	(3,370,870)	(3,342,106)
Change in value of split-interest agreements	(17,414)	(36,975)
Changes in assets and liabilities:		
Accounts receivable	(107,261)	64,384
Supplies inventory	(14,276)	1,689
Prepaid expenses and other current assets	41,613	(37,598)
Trading securities	(1,906,430)	(1,119,359)
Trade accounts payable	248,152	230,906
Accrued salaries, wages, and related taxes	176,099	(4,996)
Accrued interest	(1,478)	(1,886)
Prepaid revenue	3,580	29,001
	<u>1,980,727</u>	<u>3,268,842</u>
<b>Cash Flows from Investing Activities</b>		
Net sales (purchases) of assets whose use is limited	3,494,742	(2,502,973)
Purchase of property and equipment	<u>(4,133,349)</u>	<u>(1,472,666)</u>
	<u>(638,607)</u>	<u>(3,975,639)</u>
<b>Cash Flows from Financing Activities</b>		
Deferred marketing costs incurred	(113,252)	-
Proceeds from refundable advance fees	1,214,050	3,135,490
Proceeds from issuance of long-term debt	1,439,733	-
Repayment of long-term debt	(879,857)	(856,858)
Payment of debt issuance costs	(524,208)	-
Refunds of advance fees	(3,072,710)	(2,591,675)
Decrease in refundable fees and deposits	<u>484,612</u>	<u>120,165</u>
	<u>(1,451,632)</u>	<u>(192,878)</u>
	(109,512)	(899,675)
<b>Cash and Cash Equivalents, Beginning</b>	<u>1,571,611</u>	<u>2,471,286</u>
<b>Cash and Cash Equivalents, Ending</b>	<u>\$ 1,462,099</u>	<u>\$ 1,571,611</u>
<b>Noncash Investing and Financing Activities</b>		
Obligations incurred for the acquisition of property and equipment, Accounts payable, construction	<u>\$ 535,754</u>	<u>\$ -</u>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Interest paid	<u>\$ 1,800,601</u>	<u>\$ 1,823,771</u>

See notes to financial statements

# **Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead**

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Notes to Financial Statements  
December 31, 2017 and 2016

## **1. Nature of Operations and Summary of Significant Accounting Policies**

### **Nature of Operations**

Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead ("RiverMead") was organized in 1991 as a New Hampshire not-for-profit corporation to own, maintain, and operate a continuing care retirement community which provides housing, healthcare, and other related services to its residents. The community, located in Peterborough, New Hampshire, consists of 153 independent living residences, 49 assisted living residences, 33 skilled nursing residences, and a 17 memory support residences. RiverMead completed construction during 1995 and began operations in December 1995.

RiverMead evaluated subsequent events for recognition or disclosure through April 4, 2018, the date the financial statements were issued.

### **Cash and Cash Equivalents**

Cash and cash equivalents include investments in highly liquid debt instruments with an initial maturity date of three months or less, excluding assets whose use is limited.

### **Accounts Receivable**

Accounts receivable are reported at net realizable value. Accounts are written off when they are determined to be uncollectible based upon management's assessment of individual accounts. Accounts receivable are considered fully collectible by management and, accordingly, no allowance for doubtful collections is considered necessary.

### **Investments and Investment Risk**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the balance sheet. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included in revenues and gains in excess of (less than) expenses unless the income or loss is restricted by donor or law. Interest income is measured as earned on the accrual basis. Dividends are measured based on the ex-dividend date. Purchases and sales of securities and realized gains and losses are recorded on a trade-date basis.

RiverMead's investments are comprised of a variety of financial instruments and are managed by investment advisors. The fair values reported in the balance sheet are subject to various risks including changes in the equity markets, the interest rate environment, and general economic conditions. Due to the level of risk associated with certain investment securities and the level of uncertainty related to changes in the fair value of investment securities, it is reasonably possible that the amounts reported in the balance sheet could change materially in the near term.

# Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead

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Notes to Financial Statements  
December 31, 2017 and 2016

## Assets Whose Use is Limited

Assets whose use is limited include deposits from initial sales contracts, assets designated by the Board of Trustees for future use, assets held by trustee under trust indenture, assets reserved for future gift annuity payments, and donor-restricted assets.

## Property and Equipment

Property and equipment acquisitions are stated at cost. RiverMead's policy is to capitalize expenditures for major improvements and charge maintenance and repair expense for expenditures which do not extend the useful lives of the related assets. Depreciation is computed on the straight-line method based on the estimated useful lives of each class of depreciable asset. Depreciation expense was \$2,609,699 in 2017 and \$2,537,249 in 2016.

	<b>Estimated Useful Life (Years)</b>
Vehicles	5
Furniture and equipment	5 - 10
Land improvements	10 - 20
Building improvements	10 - 20
Buildings	40

## Impairment of Property and Equipment

Property and equipment is evaluated for impairment whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. If expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. No impairment losses were recognized in 2017 and 2016.

## Debt Issuance Costs

Debt issuance costs are being amortized over the term of the related debt using the straight-line method, which approximates the effective interest method. Amortization expense was \$30,529 in both 2017 and 2016. Gross deferred debt issuance costs are \$1,158,121 at December 31, 2017, including costs of \$524,208 during 2017 related to the issuance of the Series 2017 bonds (Note 5), and \$633,913 at December 31, 2016. Accumulated amortization was \$130,947 and \$100,418 at December 31, 2017 and 2016.

## Deferred Marketing Costs

Cost incurred in connection with acquiring initial continuing care contracts at the expansion project are amortized over the average estimated life expectancy of the initial residents beginning at the date of substantial lease-up. Amortization expense incurred was \$59,128 in both 2017 and 2016. Gross deferred marketing costs are \$1,000,163 at December 31, 2017, including \$113,252 during 2017 related to the sale of new independent living residences, and \$886,911 at December 31, 2016. Accumulated amortization was \$284,592 and \$225,464 at December 31, 2017 and 2016, respectively.

# **Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead**

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Notes to Financial Statements  
December 31, 2017 and 2016

## **Prepaid Revenue**

Residents are charged monthly service and occupancy fees which are billed one month in advance. Advance billings for monthly fees are recorded as prepaid revenue in the accompanying balance sheet and recognized as resident service fees revenues when earned. Additionally, any charges to residents not included in the monthly fees are charged at the end of each month.

## **Resident Advance Fees**

RiverMead offers four residence and care agreement options: a traditional agreement, a 50% refund agreement, a 70% refund agreement, and a 90% refund agreement. Under the traditional agreement, refunds are equal to the first person advance fee paid less a sum equal to 4% for the first month of residence and 2% per month for additional months of residence. Under the 50% and 70% refund agreements, refunds are equal to the first person advance fee paid less a sum equal to 4% for the first month of residence and 2% per month for additional months of residence, to a minimum of 50% and 70%, respectively. Under the 90% refund agreement, refunds are generally equal to 90% of the first person advance fee paid. A second person advance fee is also charged, but is not refundable. Refunds are payable within 30 days of the termination of a residence and care agreement and payment of an advance fee by a new resident for the independent living unit vacated by the resident. Contractual refund obligations under existing resident agreements approximate \$43,119,000 and \$44,806,000 at December 31, 2017 and 2016, respectively.

The guaranteed refundable liability component is not amortized to income. These fees are classified as refundable fees and deposits in the accompanying balance sheet. The balance of the advance fee is amortized to income using the straight-line method over annually adjusted estimated remaining life expectancies of residents. The advance fees are classified as deferred revenues from advance fees in the accompanying balance sheet.

Refundable fees and deposits also include deposits on new and existing units of \$1,116,527 and \$631,915 at December 31, 2017 and 2016, respectively and advance fee refunds payable of \$273,980 and \$870,300 at December 31, 2017 and 2016, respectively

## **Split-Interest Agreements**

RiverMead previously received charitable gift annuities as contributions. Under these agreements, RiverMead records the assets at fair value and the liabilities to the donor or their beneficiaries at the present value of the estimated future payments to be distributed by RiverMead to such individuals. The amount of the contribution is the difference between the asset and liability and is recorded as other operating revenue, unless otherwise restricted by the donor.

## **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by RiverMead has been limited by donors to specific purposes. Permanently restricted net assets have been restricted by donors to be maintained by RiverMead in perpetuity.

## **Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead**

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Notes to Financial Statements  
December 31, 2017 and 2016

### **Benevolent Assistance**

RiverMead has a policy of providing benevolent assistance to residents who are unable to pay the full cost of care and services. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis. Since the company does not expect to collect the normal charges for services provided, charges for benevolent assistance are not included in revenue. Benevolent assistance provided to residents was \$87,587 in 2017 and \$112,968 in 2016.

### **Obligation to Provide Future Services**

RiverMead engages an actuary to periodically calculate the present value of the net cost of future service and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenues from advance fees. If the present value of the net obligation to provide future service and use of facilities (discounted at 5.5%) exceeds the deferred revenue from advance fees, a liability is recorded with the corresponding charge to income. Because no excess was calculated, no liability was recorded at December 31, 2017 and 2016.

### **Resident Service Fees**

Resident service fees are reported at the estimated net realizable amounts from residents and others for services rendered. Amortization of advance fees was \$3,370,870 in 2017 and \$3,342,106 in 2016.

### **Donor-Restricted Funds**

RiverMead reports gifts of cash and other assets as restricted contributions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reported in the statement of operations as net assets released from restrictions.

### **Income Taxes**

RiverMead is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on its income under Section 501(a) of the Internal Revenue Code.

### **Revenues and Gains in Excess of (Less Than) Expenses**

The statement of operations includes the determination of revenues and gains in excess of (less than) expenses. Changes in unrestricted net deficit which are excluded from revenues and gains in excess of (less than) expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

# Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead

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Notes to Financial Statements  
December 31, 2017 and 2016

## Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## Reclassifications

Certain 2016 amounts have been reclassified to conform with the 2017 financial statement presentations. The reclassifications had no effect on the changes in net deficit.

## New Accounting Pronouncements

During May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers*. ASU No. 2014-09 establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. During August 2015, the FASB issued ASU No. 2015-14, which defers the effective date of ASU No. 2014-09. ASU No. 2014-09 is effective for fiscal years beginning after December 15, 2017. The amendments may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. RiverMead is currently assessing the effect that ASU Nos. 2014-09 and 2015-14 will have on its financial statements.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Standards of Not-for-Profit Entities*. The new guidance is intended to improve and simplify the current net asset classification requirements and information presented in financial statements and notes that is useful in assessing a not-for-profit's liquidity, financial performance and cash flows. ASU 2016-14 is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. ASU 2016-14 is to be applied retrospectively with transition provisions. RiverMead is currently assessing the impact of this standard on its financial statements.

During November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The amendments in this update require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 is effective for public entities for fiscal years beginning after December 15, 2017. RiverMead is currently assessing the impact that ASU 2016-18 will have on its financial statements.

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Notes to Financial Statements  
December 31, 2017 and 2016

**2. Fair Value Measurements and Assets Whose Use is Limited**

RiverMead measures its cash and cash equivalents, assets whose use is limited, split interest agreements, and long-term debt at fair value on a recurring basis in accordance with accounting principles generally accepted in the United States of America.

For financial instruments required to be measured at fair value on a recurring basis, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is measured using a hierarchy prioritizing the inputs used in determining valuations into three levels. The level within the fair value hierarchy is based on the lowest level input that is significant to the fair value measurement.

The levels of the fair value hierarchy are as follows:

Level 1 - Unadjusted quoted prices in active markets that are accessible to RiverMead for identical instruments.

Level 2 - Significant inputs, other than Level 1 inputs that are observable either directly or indirectly for substantially the full term of the instruments through corroboration with observable market data.

Level 3 - Significant unobservable inputs.

The following tables present financial instruments measured at fair value at December 31, 2017, by caption on the balance sheet:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Board-designated assets:				
Cash and cash equivalents	\$ 265,116	\$ 265,116	\$ -	\$ -
U.S. Treasury and government agency obligations	2,476,137	-	2,476,137	-
Corporate bonds - investment grade	3,782,308	-	3,782,308	-
Marketable equity securities	5,963,992	5,963,992	-	-
Exchange traded funds:				
Equity	1,241,013	1,241,013	-	-
Fixed income	92,717	92,717	-	-
Mutual funds - equity	830,312	830,312	-	-
Mutual funds - fixed income	904,617	904,617	-	-
Mortgage-backed securities	148,275	-	148,275	-
Asset-backed securities	875,438	-	875,438	-
Municipal bonds	20,565	-	20,565	-
CDFI investment	1,358	-	-	1,358
	<u>\$ 16,601,848</u>	<u>\$ 9,297,767</u>	<u>\$ 7,302,723</u>	<u>\$ 1,358</u>

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Notes to Financial Statements  
December 31, 2017 and 2016

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Assets under trust indenture, held by trustee:				
Cash and cash equivalents	\$ 829,267	\$ 829,267	\$ -	\$ -
U.S. Treasury and government agency obligations	2,881,842	-	2,881,842	-
Mortgage-backed securities	763,914	-	763,914	-
Total	<u>\$ 4,475,023</u>	<u>\$ 829,267</u>	<u>\$ 3,645,756</u>	<u>\$ -</u>
Assets under charitable gift annuities:				
Cash and cash equivalents	\$ 7,966	\$ 7,966	\$ -	\$ -
Marketable equity securities	11,254	11,254	-	-
Exchange traded funds:				
Equity	288,704	288,704	-	-
Fixed income	46,669	46,669	-	-
Mutual funds - equity	26,145	26,145	-	-
Mutual funds - fixed income	55,252	55,252	-	-
Total	<u>\$ 435,990</u>	<u>\$ 435,990</u>	<u>\$ -</u>	<u>\$ -</u>
Donor-restricted assets:				
Cash and cash equivalents	\$ 114,195	\$ 114,195	\$ -	\$ -
Exchange traded funds:				
Equity	53,174	53,174	-	-
Fixed income	3,973	3,973	-	-
Mutual funds - equity	1,820	1,820	-	-
Mutual funds - fixed income	3,982	3,982	-	-
CDFI Investment	226,980	-	-	226,980
Total	<u>\$ 808,248</u>	<u>\$ 354,288</u>	<u>\$ -</u>	<u>\$ 226,980</u>
Resident deposits -				
Cash and cash equivalents	<u>\$ 656,482</u>	<u>\$ 656,482</u>	<u>\$ -</u>	<u>\$ -</u>
Liabilities:				
Split interest agreements	<u>\$ 97,838</u>	<u>\$ -</u>	<u>\$ 97,838</u>	<u>\$ -</u>
Derivative financial instruments	<u>\$ 430,035</u>	<u>\$ -</u>	<u>\$ 430,035</u>	<u>\$ -</u>
Disclosed at fair value:				
Cash and cash equivalents	<u>\$ 1,462,099</u>	<u>\$ 1,462,099</u>	<u>\$ -</u>	<u>\$ -</u>
Long-term debt (carrying value of \$33,573,876)	<u>\$ 35,725,490</u>	<u>\$ -</u>	<u>\$ 23,821,617</u>	<u>\$ 11,903,873</u>

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Notes to Financial Statements  
December 31, 2017 and 2016

The following tables present financial instruments measured at fair value at December 31, 2016, by caption on the balance sheet:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Board-designated assets:</b>				
Cash and cash equivalents	\$ 565,123	\$ 565,123	\$ -	\$ -
U.S. Treasury and government agency obligations	4,636,216	-	4,636,216	-
Corporate bonds - investment grade	2,643,517	-	2,643,517	-
Marketable equity securities	6,836,575	6,836,575	-	-
<b>Exchange traded funds:</b>				
Domestic equity	1,007,740	1,007,740	-	-
Fixed income	161,120	161,120	-	-
Mutual funds - equity	830,212	830,212	-	-
Mutual funds - fixed income	923,856	923,856	-	-
Mortgage-backed securities	433,415	-	433,415	-
Asset-backed securities	721,972	-	721,972	-
Municipal bonds	20,229	-	20,229	-
CDFI investment	1,560	-	-	1,560
<b>Total</b>	<u>\$ 18,781,535</u>	<u>\$ 10,324,626</u>	<u>\$ 8,455,349</u>	<u>\$ 1,560</u>
<b>Assets under trust indenture, held by trustee:</b>				
Cash and cash equivalents	\$ 996,916	\$ 996,916	\$ -	\$ -
U.S. Treasury and government agency obligations	3,009,544	-	3,009,544	-
Mortgage-backed securities	464,454	-	464,454	-
Municipal bonds	57,095	-	57,095	-
<b>Total</b>	<u>\$ 4,528,009</u>	<u>\$ 996,916</u>	<u>\$ 3,531,093</u>	<u>\$ -</u>
<b>Assets under charitable gift annuities:</b>				
Cash and cash equivalents	\$ 2,310	\$ 2,310	\$ -	\$ -
Marketable equity securities	11,774	11,774	-	-
<b>Exchange traded funds:</b>				
Domestic equity	160,232	160,232	-	-
Fixed income	146,922	146,922	-	-
Mutual funds - fixed income	97,518	97,518	-	-
<b>Total</b>	<u>\$ 418,756</u>	<u>\$ 418,756</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Donor-restricted assets:</b>				
Cash and cash equivalents	\$ 221,556	\$ 221,556	\$ -	\$ -
CDFI Investment	211,923	-	-	211,923
<b>Total</b>	<u>\$ 433,479</u>	<u>\$ 221,556</u>	<u>\$ -</u>	<u>\$ 211,923</u>
<b>Liabilities -</b>				
Split interest agreements	\$ 115,252	\$ -	\$ 115,252	\$ -
<b>Disclosed at fair value:</b>				
Cash and cash equivalents	\$ 1,571,611	\$ 1,571,611	\$ -	\$ -
Long-term debt (carrying value of \$33,014,000)	\$ 0	\$ -	\$ 24,288,724	\$ 11,301,143

# Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead

Notes to Financial Statements  
December 31, 2017 and 2016

The carrying amount of cash and cash equivalents approximates fair value at December 31, 2017 and 2016 due to the short-term nature of these instruments.

Assets whose use is limited are valued at fair value based on quoted market prices in active markets for cash and cash equivalents. Marketable equity securities, exchange traded and mutual funds are valued at quoted market prices in active markets which are considered Level 1 inputs. U.S. Treasury and government agency obligations, asset backed securities, mortgage back securities, municipal and corporate bonds are valued using quoted market prices of the same or similar securities, which are considered Level 2 inputs.

Split-interest agreements are valued at fair value based on the present value of the expected cash flows due under various charitable gift annuities.

The Community Development Financial Institution ("CDFI") investment is a loan to New Hampshire Community Loan Fund, Inc. using donor-restricted assets and valued at carrying value, which approximates fair value. The loan bears interest at 5% per annum with accrued interest being designated for use by the board of trustees.

The Series 2011 bonds and Series 2013 bonds values are based on current rates offered for similar security terms and maturities, or estimated using a discount rate that a market participant would demand. The Series 2017 bonds and note payable to vendor approximate carrying value based on borrowing rates available to RiverMead for debt with similar terms and maturities.

### 3. Property and Equipment

Property and equipment consist of the following at December 31:

	<u>2017</u>	<u>2016</u>
Land and land improvements	\$ 8,704,079	\$ 8,811,677
Buildings and building improvements	58,997,469	57,941,679
Furniture and equipment	9,331,510	9,425,109
Construction in progress	<u>3,648,881</u>	<u>540,314</u>
Total	80,681,939	76,718,779
Less accumulated depreciation	<u>(29,461,050)</u>	<u>(27,557,294)</u>
Property and equipment, net	<u>\$ 51,220,889</u>	<u>\$ 49,161,485</u>

Construction-in-progress at December 31, 2017 and 2016 represents expenditures incurred related to various projects at RiverMead, including RiverMead's expansion and renovation project. RiverMead entered into construction contracts totaling approximately \$3,565,000 of which approximately \$1,277,000 had been paid or accrued as of December 31, 2017.

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Notes to Financial Statements  
December 31, 2017 and 2016

**4. Deferred Revenues from Advance Fees**

Deferred revenues from advance fees consist of the following at December 31:

	<u>2017</u>	<u>2016</u>
90% refundable contract entrance fees	\$ 4,040,785	\$ 4,264,335
50% refundable contract entrance fees	1,612,050	1,482,900
Nonrefundable contract entrance fees	<u>31,874,702</u>	<u>31,351,915</u>
Total	37,527,537	37,099,150
Less accumulated amortization	<u>(14,818,891)</u>	<u>(14,336,050)</u>
Deferred revenues from advance fees	<u>\$ 22,708,646</u>	<u>\$ 22,763,100</u>

**5. Long-Term Debt**

**Series 2017 Bonds**

On December 28, 2017, the Authority issued on behalf of RiverMead \$34,500,000 tax-exempt revenue bonds (the "Series 2017 Bonds") consisting of \$4,500,000 Series 2017 A Bonds, and \$30,000,000 Series 2018B Bonds. RiverMead had drawn down \$1,439,733 at December 31, 2017. The proceeds from the Series 2017 Bonds will be used to finance an expansion and renovation project on RiverMead's current campus. The Series 2017 Bonds are due in varying annual installments through January 1, 2046. On December 28, 2017, a bank entered into a Bond Purchase Agreement (the "Agreement") with RiverMead and the Authority to purchase all of the Series 2017 Bonds. In accordance with the terms of the Agreement, the 2017 Bonds will bear interest, which is payable monthly, at a variable rate based on 79 percent of LIBOR plus a credit spread as defined in the Bond agreements (2.89% at December 31, 2017). The agreement expires December 2027. RiverMead may, however, at a time no earlier than December 2025, request that the expiration date be extended by up to an additional 5 years. Approval of such extension request is at the sole discretion of the bank. Principal payments are scheduled to begin in 2021.

**Series 2013 Bonds**

On December 23, 2013, the Authority issued on behalf of RiverMead \$13,550,000 tax-exempt revenue bonds (the "Series 2013 Bonds"). The proceeds from the Series 2013 Bonds were used to refund the outstanding balance of the Authority's 1998 Series Bonds. The Series 2013 Bonds are due in varying annual installments through July 1, 2028. On December 23, 2013, a bank entered into a Bond Purchase Agreement (the "Agreement") with RiverMead and the Authority to purchase all of the Series 2013 Bonds. The Agreement originally expired on December 2023. On December 28, 2017, the bank owning the Series 2013 Bonds amended the Agreement to hold the bonds throughout their final maturity. In accordance with the terms of the amended Agreement, the 2013 Bonds will bear interest, which is payable monthly, at 2.69% until December 2023, at which time the bonds will bear interest, which is payable monthly, at a variable rate.

# Peterborough Retirement Community at Upland Farm, Inc. d/b/a RiverMead

Notes to Financial Statements  
December 31, 2017 and 2016

## Series 2011 Bonds

On December 15, 2011, the New Hampshire Health and Education Facilities Authority (the "Authority") issued on behalf of RiverMead \$31,210,000 of tax-exempt revenue bonds. The proceeds of the Series 2011 Bonds were used to fund an expansion project consisting of 30 independent living apartments, 10 independent living cottages, 20 assisted living beds and a community center.

The December 15, 2011 bond issuance consisted of \$21,670,000 Series 2011A Bonds representing term bonds which require annual sinking fund installments of amounts ranging from \$980,000 to \$4,335,000 from 2029 through 2041 and \$9,540,000 Series 2011B Bonds representing Tax-Exempt Mandatory Paydown Securities, with a final maturity date of January 1, 2014. Consistent with provisions that the Series 2011B Bonds were to be repaid when the project reached certain occupancy levels, the Series 2011B Bonds were repaid prior to their final maturity date.

In accordance with the terms of the long-term debt agreements, RiverMead is required to establish a debt service reserve fund to provide for payment of principal and interest if RiverMead fails to make required payments. The funds are held by a trustee and can be returned to RiverMead as the requirement of the funds (which is equal to the maximum amount of principal and interest due in any one future year) is decreased. In addition, RiverMead must meet the requirements of certain covenants under the long-term debt agreements.

The Series 2011, Series 2013 and Series 2017 Bonds are collateralized by a security interest in the gross receipts, as defined, of RiverMead and are additionally collateralized by substantially all of RiverMead's assets.

## Long-Term Debt Summary

Long-term debt at December 31 is as follows:

	<u>2017</u>	<u>2016</u>
2011 Series - Authority Revenue Bonds:		
6.625% term bonds due July 1, 2031	\$ 3,140,000	\$ 3,140,000
6.875% term bonds due July 1, 2041	18,530,000	18,530,000
2013 Series - Authority Revenue Bonds	10,382,000	11,219,000
2017 Series - Authority Revenue Bonds	1,439,733	-
Note payable to vendor	82,143	125,000
	<u>33,573,876</u>	<u>33,014,000</u>
Total		
Less:		
Cost of issuance	(1,027,174)	(533,495)
Unamortized original issue discounts	(435,449)	(453,625)
Current maturities	(904,857)	(879,857)
	<u>\$ 31,206,396</u>	<u>\$ 31,147,023</u>
Long-term debt, excluding current maturities		

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Notes to Financial Statements  
December 31, 2017 and 2016

Scheduled principal repayments on long-term debt are as follows:

Years ending December 31:		
2018	\$	904,857
2019		920,286
2020		903,000
2021		2,373,733
2022		958,000
Thereafter		<u>27,514,000</u>
Total	\$	<u>33,573,876</u>

**Derivative Financial Instruments**

On December 29, 2017 RiverMead entered into two forward interest rate swap contracts to hedge the interest rate risk on variable interest rate debt. Under these interest rate swap contracts, the RiverMead agreed to pay an amount equal to a specific fixed rate of interest times a notional principal amount, and to receive in return an amount equal to a specified variable rate of interest times the same notional principal amount.

The first forward swap has a notional amount of \$4,779,000 as of January 1, 2024 hedging a portion of the Series 2013 Bonds. The effective date is January 1, 2024 and the termination date is July 1, 2028. The first swap converts the Series 2013 Bonds variable rate of interest to a fixed rate of 2.14%. The second forward swap hedges the variable interest rate on the Series 2017B Bonds to a notional amount of \$30,000,000 based on the draw schedule on the Series 2017B Bonds. The second swap is effective February 1, 2018 and the termination date is December 1, 2027. The notional is \$228,169 as of February 1, 2018 and converts the Series 2017B Bonds variable rate of interest to a fixed rate of 2.03%.

The interest rate swap liabilities are recorded on the balance sheet at fair value and totaled \$435,035 at December 31, 2017.

**6. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at December 31:

	<u>2017</u>	<u>2016</u>
Nurse and staff education	\$ 84,635	\$ 103,702
Resident financial assistance	67,376	58,284
Employee assistance	22,295	44,213
Other	<u>1,901</u>	<u>301</u>
Total	<u>\$ 176,207</u>	<u>\$ 206,500</u>

**Peterborough Retirement Community at Upland Farm, Inc.  
d/b/a RiverMead**

Notes to Financial Statements  
December 31, 2017 and 2016

Permanently restricted net assets are restricted to the following:

	<u>2017</u>	<u>2016</u>
Investments to be held in perpetuity, the income from which is expendable to support financial assistance and community projects	<u>\$ 227,916</u>	<u>\$ 226,979</u>

**7. Functional Expenses**

RiverMead provides residential living services and general healthcare services to its residents. Expenses related to providing these services are as follows for the years ended December 31:

	<u>2017</u>	<u>2016</u>
Resident and healthcare services	\$ 18,730,857	\$ 18,335,393
General and administrative	<u>1,374,120</u>	<u>1,312,661</u>
Total	<u>\$ 20,104,977</u>	<u>\$ 19,648,054</u>

**8. Concentration of Credit Risk**

RiverMead maintains cash in bank deposit accounts, which may exceed federally insured limits. Management has entered into a Treasury Repurchase Sweep Agreement with Peoples United Bank for funds held in RiverMead's operating account to mitigate this risk.

**9. Contingency**

**Senior Living Services Industry**

The senior living services industry is subject to numerous laws, regulations, and administrative directives of federal, state, and local governments and agencies. Compliance with these laws, regulations, and administrative directives is subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for resident services previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on RiverMead, if any, are not determinable.

**EXHIBIT B**

**90% REFUNDABLE**

**RESIDENCE AND CARE AGREEMENT**

March, 2018

RIVERMEAD  
*90% REFUNDABLE*  
*RESIDENCE AND CARE AGREEMENT*

March, 2018

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**RIVERMEAD  
90% REFUNDABLE  
RESIDENCE AND CARE AGREEMENT**

**I. RECITALS**

*Peterborough Retirement Community at Upland Farm, Inc. (PROVIDER), a non-profit New Hampshire corporation, operates a continuing care retirement community for individuals age 62 or older, known as RiverMead, (COMMUNITY) which is located in Peterborough, New Hampshire. PROVIDER seeks to provide quality continuing care to residents in well designed surroundings and with services so that residents may enjoy an independent lifestyle, having the contentment of knowing that additional supportive services and care are available if ever needed.*

*This Agreement is made between PROVIDER and \_\_\_\_\_ (RESIDENT, or when two people are named in this Agreement, each of them, and the survivor of them). RESIDENT, having signed this Agreement, wishes to live at the COMMUNITY and to enjoy, consistent with the rights and welfare of other residents, the facilities, and services provided in the COMMUNITY as defined below.*

*This Agreement is made and entered into between PROVIDER and RESIDENT on \_\_\_\_\_ 20\_\_\_\_, as a commitment by RESIDENT and PROVIDER to the terms and conditions set forth in this Agreement.*

**II. OBLIGATIONS OF THE PROVIDER**

*Beginning with the date on which RESIDENT moves in and occupies one of the units in the COMMUNITY (the unit provided to RESIDENT is called the "Living Accommodation"), PROVIDER agrees to make Living Accommodations available to RESIDENT for RESIDENT'S life, together with the facilities, services and medical care provided in this Agreement.*

*The Living Accommodation will include a complete kitchen with refrigerator, dishwasher, microwave, garbage disposal, and a range with oven, any additional appliances as may be offered in the Living Accommodation selected, an emergency call system, a smoke detector, sprinkler system, a master television antenna hook-up, carpeting (except kitchen and bath), and window coverings. Any additional amenities or substitutions to the items normally offered in the Living Accommodations shall be at the expense of RESIDENT and be specifically set forth as an addendum to this Agreement.*

### *III. DESCRIPTION OF FACILITIES AND SERVICES*

#### *A. Community Center*

*RESIDENT may use the dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center which PROVIDER has made available for the use and enjoyment of the residents of RiverMead. Such use is subject to reasonable rules, established by the PROVIDER, which shall be applicable to all RESIDENTS.*

#### *B. Health Center*

*PROVIDER will supply care in the on-site Health Center when medically necessary without any increase in the then current monthly fee, except for the charge for two extra meals per day, laundry and other expenses not covered in this Agreement. If accommodations are not immediately available in the on-site Health Center, PROVIDER will be responsible to pay for similar services at an off site long term care facility. RESIDENT would be transferred back to the Health Center as soon as accommodations are available.*

#### *C. Food Services*

##### *1. Meal Services*

*Two nutritionally balanced meals a day will be available at the Community Center. One meal a day is included in the Monthly Service Fee. RESIDENT may elect to take additional meals at the prevailing extra charge.*

##### *2. Tray Service*

*Tray service will be provided in the Living Accommodations during minor short-term illnesses of 14 days or less when approved by the PROVIDER'S Medical Director or his/her designee for the one meal a day included in the Monthly Fee. If additional meals and tray service are required, a charge will be incurred by RESIDENT for the additional meals not covered in the Monthly Fee.*

##### *3. Private Dining Room*

*Two private dining rooms are available for family gatherings or other special occasions for RESIDENT, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.*

##### *4. Guest Meals*

*Guest meals will be provided for guests of RESIDENT at the COMMUNITY. Fees for guest meals may be charged to RESIDENT and will be reflected on RESIDENT'S monthly statement.*

#### *D. Housekeeping*

*Light Housekeeping services will be provided every other week at no additional charge in RESIDENT'S Living Accommodation. Resident's bed linens will be cleaned weekly at no additional charge. On an annual basis, heavy housekeeping service will be provided which shall include cleaning windows and moving furniture. RESIDENT is responsible for maintaining Living Accommodation in a clean and sanitary condition. Additional housekeeping services will be available to RESIDENT at an additional charge.*

#### *E. Maintenance*

*Furnishings, appliances, and other property and equipment supplied by the COMMUNITY will be repaired and maintained or replaced by the COMMUNITY. Repairs, maintenance, and replacement of Resident's personal property will be the responsibility of the Resident.*

#### *F. Utilities*

*Sewer, water, electricity, heat and air conditioning, cable tv, internet and trash removal will be furnished at no additional cost to RESIDENT. RESIDENT is responsible for the cost of telephone service to the Living Accommodation.*

#### *G. Grounds*

*Basic groundskeeping, including lawn service and common area gardens, will be furnished at no additional cost to RESIDENT.*

#### *H. Gardens*

*Ground floor RESIDENTS and RESIDENTS of cottages may plant flowers, greenery and other non-wild, non-food-bearing plants around their patio areas in dimensions determined by the COMMUNITY. A portion of the campus of the COMMUNITY will be designated for RESIDENT garden plots for the growing of vegetables and flowers. RESIDENTS may reserve these garden plots at no additional charge.*

#### *I. Local Transportation*

*PROVIDER will provide scheduled local transportation for RESIDENTS to shopping centers, banks and other points of common interest, as well as individual trips to physicians, dentists and hospitals within the local area of the COMMUNITY in the event other conveyance is unavailable and transportation is requested in advance.*

#### *J. Activities*

*PROVIDER will provide a planned schedule of social, cultural, educational, recreational and religious activities. PROVIDER reserves the right to pass on to RESIDENT the costs incurred in providing programs which require special materials, admission fees, charter bus service or other outside expenses.*

*K. Emergency Service*

*An emergency call system will be located within each Living Accommodation. Any emergency call received from a RESIDENT will be answered twenty-four hours a day, seven days a week.*

*L. Storage Areas*

*A storage area, capable of being locked, will be available for use by RESIDENT of each apartment unit. Each cottage unit has a garage with extra space for storage.*

*M. Taxes*

*PROVIDER is responsible for any real estate taxes assessed to the COMMUNITY.*

*N. Beautician/Barber Services*

*Beautician and Barber services will be available to RESIDENT in the COMMUNITY at an additional charge, payable by RESIDENT. These services are provided by and paid directly to an independent contractor.*

*O. Country Store*

*A Country Store will be available to RESIDENT during scheduled hours of operation. Purchases will be an additional charge to RESIDENT.*

*P. Parking*

*Lighted and well-maintained parking areas will be available to RESIDENT at no additional charge. Covered parking on the Mead campus may be available to RESIDENT of an apartment at an additional charge.*

**IV. THE HEALTH CENTER**

*The RESIDENT is entitled to care in the Health Center as needed, without an increase in the then current Monthly Service Fee, except for a charge for two additional meals daily. RESIDENT will have the right to be treated, at his or her option and expense, by any physician of his or her choice. Upon occupancy of the Living Accommodation, or in any event upon admission to the Health Center, RESIDENT, if competent, or RESIDENT'S representative, if RESIDENT is not competent, shall designate such physician as RESIDENT'S attending physician and shall keep PROVIDER informed of any change. PROVIDER will designate as Medical Director a physician licensed to practice medicine in the State of New Hampshire. The Medical Director or a qualified physician designated by him or her will be on emergency call. Beyond emergencies, RESIDENT, at his or her option and expense, will be at liberty to engage the services of the Medical Director. PROVIDER will not be responsible for the cost of physician services, including RESIDENT'S attending physician, or hospital services, nor will PROVIDER be responsible for the cost of private duty nursing, medicine, drugs, durable medical*

*equipment, prescribed therapy, and the like. PROVIDER shall not be responsible for any service rendered outside the Health Center except as described in Section III B or Section IV B. Transfer of RESIDENT to a hospital of his or her choice may take place at the request of RESIDENT or RESIDENT'S representative or when deemed to be medically necessary by the Medical Director after consultation with RESIDENT'S attending physician and RESIDENT or RESIDENT'S representative.*

#### *A. Care in the Health Center*

##### *1. Temporary Nursing Care*

*If RESIDENT is in need of temporary nursing care as determined by RESIDENT'S physician and/or PROVIDER'S Medical Director, PROVIDER shall provide nursing care in the Health Center. RESIDENT'S private physician may attend to RESIDENT in the Health Center.*

##### *2. Permanent Nursing Care*

*In the event the physical or mental health of RESIDENT requires that permanent nursing care be given, RESIDENT agrees to relocate to the Health Center.*

##### *3. Supported Residential Care*

*Supported Residential Care accommodations will be provided for RESIDENTS whose health care needs cannot be adequately met in their Living Accommodations but do not, in the judgment of the Medical Director (in consultation with RESIDENT'S personal physician, if any), require the services provided in a Skilled Nursing bed. If RESIDENT is in need of temporary or permanent assisted living care as determined by RESIDENT'S physician or PROVIDER'S Medical Director, PROVIDER shall provide assisted living facilities and care. In the event the physical or mental health of RESIDENT requires that permanent assisted living be provided, RESIDENT agrees to relocate to the assisted living facility in the Health Center.*

##### *4. Utilization Review Committee*

*All decisions involving permanent transfer of RESIDENT to the Health Center will be made by a Utilization Review Committee consisting of at least the Medical Director, Health Center Administrator, Director of Nursing Services, a representative of the Health Center, PROVIDER'S CEO and RESIDENT or a personal representative of RESIDENT if so legally designated. If RESIDENT is (or in the case of double occupancy both RESIDENTS are) permanently transferred to the Health Center, PROVIDER shall have the right to assign the Living Accommodation for residency to others.*

#### *B. Illness or Accident away from the COMMUNITY*

*IF RESIDENT suffers an accident or illness while away from the COMMUNITY, PROVIDER will have no responsibility to pay for RESIDENT'S medical, surgical, or hospital care incurred or resulting from such accident or illness. PROVIDER will be*

responsible to pay a licensed nursing facility an amount that shall not exceed PROVIDER'S current cost for providing a RESIDENT with care in the Health Center. RESIDENT shall return to the COMMUNITY as soon as medically possible, as determined by PROVIDER'S Medical Director in consultation with RESIDENT'S attending physician at the other nursing facility. After RESIDENT returns to the COMMUNITY, PROVIDER shall assume its responsibility to provide those services as deemed necessary by PROVIDER'S Medical Director and/or RESIDENT'S attending physician as provided in this Agreement. In the event RESIDENT suffers an accident or illness while away from the COMMUNITY, RESIDENT shall continue to pay the Monthly Service Fee.

*C. Psychiatric or Dangerous Diseases*

The COMMUNITY is not licensed to care for persons who are afflicted with psychiatric, contagious or dangerous disease. If PROVIDER'S Medical Director, Utilization Review Committee or their designees determine that RESIDENT'S continued presence in the COMMUNITY is either dangerous or detrimental to the health or peace of RESIDENT or other RESIDENTS, then PROVIDER may transfer RESIDENT to an institution of PROVIDER'S choosing and RESIDENT shall continue to pay the monthly service fee. PROVIDER shall then be responsible to pay said institution an amount not to exceed the cost of caring for the RESIDENT in the Health Center of the COMMUNITY.

*D. Medical Insurance to be maintained by RESIDENT*

RESIDENT will maintain, at RESIDENT'S cost, Medicare Part A and B and one supplemental health insurance policy acceptable to PROVIDER and shall furnish to PROVIDER such evidence of coverage as it may from time to time request to cover the cost of medical treatment for RESIDENT or for medicine, drugs, prescribed therapy and the like. RESIDENT shall be responsible to pay cost of the before mentioned items that are not covered by insurance.

**V. COST TO RESIDENT**

*A. Entrance Fee*

RESIDENT agrees to pay the COMMUNITY a First Person Entrance Fee of \$\_\_\_\_\_ plus a Second Person Entrance Fee of \$\_\_\_\_\_ (If unit is to be occupied by two people). The Total Entrance Fee shall be \$\_\_\_\_\_.

*B. Payment shall be made in the following manner:*

RESIDENT agrees to pay Thirty Five Percent (35%) of the Total Entrance Fee, \$\_\_\_\_\_ upon execution of this Agreement.

*C. Payment of Balance of Entrance Fees*

The balance of the Total Entrance Fee, \$\_\_\_\_\_ is to be paid prior to residency, but in no event later than sixty (60) days following receipt of the 35% Entrance Fee deposit and the signed Residence and Care Agreements, unless this time is extended in writing by PROVIDER.

*D. Monthly Service Fee*

*Beginning on the date of residency, RESIDENT shall pay to the COMMUNITY a Monthly Service Fee in an amount determined by PROVIDER based on the size of the Living Accommodation and the number of persons who reside in the Living Accommodation. The Monthly Service Fee shall be due on the tenth and paid no later than the tenth of each month during the term of this Agreement. An additional late payment service charge of 2% will be added to Monthly Service Fee payments for each month such payment is not received when due. The Monthly Service Fee shall be prorated for any partial month in which Resident begins or ends occupancy at the COMMUNITY. The Monthly Service Fee may be adjusted by PROVIDER from time to time to reflect changes in the cost to PROVIDER of achieving the COMMUNITY'S purposes. PROVIDER agrees that, in the exercise of its sole discretion, which shall be binding on RESIDENT, it will endeavor to maintain the Monthly Service Fee at the lowest feasible figure which in the judgment of PROVIDER is consistent with sound financial operation and maintenance of the quality of service the COMMUNITY was designed to provide. RESIDENT will be notified in writing of any Monthly Service Fee adjustment sixty (60) days in advance. In adjusting the Monthly Service Fee from time to time, PROVIDER will maintain reserve funds required by New Hampshire law and shall maintain other reserve funds, which are specifically dedicated to the support and financial security of the COMMUNITY.*

*The present Monthly Service Fee is \$ \_\_\_\_\_ per month for single occupancy plus an additional \$ \_\_\_\_\_ per month for double occupancy of a Living Accommodation.*

*E. Change of accommodation*

*1. Permanent Transfer to Health Center or Other Health Care Facility*

*PROVIDER will declare RESIDENT'S Living Accommodation vacant if RESIDENT has been permanently transferred to the Health Center or another health care facility. RESIDENT will be charged the current appropriate Monthly Service Fee the RESIDENT would pay for the Living Accommodation vacated plus an additional charge for the additional two meals served in the Health Center. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

*2. Relocation from Health Center back to Living Accommodation*

*Following permanent transfer to the Health Center, in the event RESIDENT should recover and be able to live independently in the Living Accommodation, PROVIDER will, as soon as possible, provide to RESIDENT a Living Accommodation similar to that previously occupied. RESIDENT shall be charged the current Monthly Service Fee for the Living Accommodation previously vacated or the Monthly Service Fee for the new Living Accommodation, whichever is smaller.*

*3. Transfer of One of Two RESIDENTS sharing a Living Accommodation*

*If two RESIDENTS occupy a Living Accommodation and one of them is permanently transferred to the Health Center or another health care facility, they will be charged the Monthly Service Fee they would have been charged had both of them remained in their*

*Living Accommodation plus an additional charge for the additional two meals served in the Health Center. Neither RESIDENT will receive a refund of any portion of the Entrance Fee at the time of transfer.*

*4. Transfer to a Smaller Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a smaller Living Accommodation, RESIDENT will be permitted to do so, subject to availability. Following the move, RESIDENT will pay the then current Monthly Service Fee for the smaller Living Accommodation. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

*5. Transfer to a Larger Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a larger Living Accommodation, RESIDENT will be permitted to do so, subject to availability. RESIDENT will provide an additional Entrance Fee which represents the difference between the Entrance Fee RESIDENT has already paid and the Entrance Fee required for the larger Living Accommodation at the time of transfer. Following the move, RESIDENT will pay the then current Monthly Service Fee for the larger Living Accommodation.*

**VI. CONDITIONS OF RESIDENCE**

*A. Resident's Right of Occupancy*

*RESIDENT'S right to occupy the Living Accommodation at the COMMUNITY shall exist and continue during RESIDENT'S lifetime subject to terms provided for in Section IV and V. Resident's Right of Occupancy under this Agreement is not assignable and no such rights or benefits under this Agreement shall inure to the representatives of RESIDENT.*

*B. Demise of RESIDENT sharing Living Accommodation*

*In the event of the demise of one of the RESIDENTS in a Living Accommodation with double occupancy, there will be no change in the remaining RESIDENT'S Living Accommodation and the Monthly Service Fee shall be reduced to the single occupancy rate.*

*C. Occupancy of Living Accommodation by RESIDENT only*

*No one other than the RESIDENT named in this Agreement shall have a right of occupancy in the Living Accommodation without the express written consent of the CEO unless otherwise permitted pursuant to guest policies established by PROVIDER.*

*D. Accident caused by RESIDENT*

*PROVIDER shall not be liable for any claims, damages or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected*

*with the negligent or intentional act or omission of RESIDENT. Resident is advised to obtain liability insurance to cover such situations.*

*E. Removal of RESIDENT'S property upon termination of residency  
RESIDENT or RESIDENT'S estate will be responsible for promptly removing all of RESIDENT'S furniture, possessions and property from the Living Accommodation. In the event removal of RESIDENT'S property is not accomplished within thirty (30) days after termination of residency for any reason, PROVIDER may remove and store such furniture, possessions and property at the expense of RESIDENT or RESIDENT'S estate.*

*F. Responsibility of Protection of RESIDENT'S Property  
Furnishings within the Living Accommodation shall be provided by RESIDENT, except as stated in Section II. Furnishings provided by RESIDENT shall not interfere with the health, safety and general welfare of other residents. PROVIDER shall not be responsible for the loss of any property belonging to RESIDENT or RESIDENT'S estate due to theft, mysterious disappearance, fire or any other cause, unless the care of said property is specifically accepted in writing by PROVIDER. RESIDENT shall be required, at his or her expense, to provide insurance sufficient to protect against such loss.*

*G. Rights to Real and Personal Property  
The rights and privileges granted to RESIDENT by this Agreement do not include any right, title or interest in, or to any part of, the personal property, land, buildings or improvements owned or administered by PROVIDER. The right of RESIDENT hereunder is only a right to occupy.*

*H. Appointment of Legal Guardian  
If RESIDENT becomes unable to properly care for himself/herself or his/her property and if RESIDENT has made no other designation of a person or legal entity to serve as guardian or power of attorney or the person so designated by RESIDENT is unavailable or cannot be communicated with in spite of good faith efforts, then RESIDENT authorizes PROVIDER to initiate legal guardianship proceedings as provided by law at RESIDENT'S expense. No employee or board member of PROVIDER or employee of any firm providing management services to PROVIDER or member of their families will be eligible to become attorney-in-fact or guardian of RESIDENT.*

*I. Responsibility of Resident to Maintain the Living Accommodation  
RESIDENT will maintain the Living Accommodation in a clean, sanitary and orderly condition so that the Living Accommodation, when surrendered, shall be in as good a condition as at the commencement of occupancy, normal wear and tear excepted.*

*J. Residents' Council  
PROVIDER will have an elected Residents' Council, the members of which are chosen by the Residents. The Residents' Council acts in an advisory capacity to the Staff of the*

*COMMUNITY and serves to facilitate the exchange of ideas between Residents and Staff. The management of the COMMUNITY and CEO will hold regular meetings with Residents for the purpose of free discussion of policies, programs, services, etc.*

*K. General Facility Regulations*

*RESIDENT agrees to comply with COMMUNITY'S Resident Handbook, which will cover such things as use of public areas, normal operating hours of activity areas and similar items for the well-being of all RESIDENTS. Change of these day-to-day operating rules and regulations not specifically covered by this Agreement will be made only after consultation with Residents' Council officers and adequate notice given to RESIDENTS to ensure the health, safety and welfare of all RESIDENTS.*

*L. Responsibilities of Residents and Community for Repair and Maintenance*

*PROVIDER will perform and provide necessary repairs, maintenance and replacement of the COMMUNITY structure and building equipment. Repairs, maintenance and replacement of the property of RESIDENT will be the responsibility of RESIDENT.*

*M. Structural Changes in the Living Accommodation*

*Any structural or other physical change of any kind to the Living Accommodation may be made only upon the written approval of PROVIDER, the task to be accomplished using materials and workers approved and supervised by PROVIDER. The cost of any change requested by RESIDENT will be borne by RESIDENT unless otherwise agreed to in writing by PROVIDER. The approval of any change requested by RESIDENT will be conditioned upon the agreement by RESIDENT to bear the expense of the later restoration of the Living Accommodation to its original condition, unless otherwise approved in writing by PROVIDER.*

*N. Policy Concerning Pets*

*RESIDENT shall have the right to maintain in the Living Accommodation small domestic pets, as approved by management. Pets which are required to be walked are only permitted in ground level Living Accommodations at the Mead and ground level and second floor Living Accommodations at the Village. No pet shall be allowed to be a nuisance to other Residents and must be properly cared for at all times. Pets are not permitted in the common areas or in RiverMead vehicles.*

*O. Guest Privileges*

*RESIDENT has the right to have guests visit the Living Accommodation, but such visits shall be limited to eight (8) consecutive days, unless special permission is granted by PROVIDER'S CEO. Visiting children must be carefully supervised as RESIDENT must respectfully consider other Residents in the COMMUNITY. The only charge for such guests is for meals in the Dining Room.*

*P. Telephone Responsibility of Resident*

*RESIDENT may install a telephone in RESIDENT'S Living Accommodation at RESIDENT'S own expense. RESIDENT is responsible for paying the charges for such services to the provider of the service.*

*Q. Change in Laws*

*If changes are made to any of the statutes or regulations applicable to this Agreement, PROVIDER shall have the right to modify this Agreement to conform to changes in the law.*

*R. Marriage of RESIDENT*

*1. To a non-Resident*

*In the event RESIDENT marries, the spouse must meet residency requirements then in effect. The then current Additional Monthly Service Fee and Entrance Fee for a second person shall be applicable. If the spouse does not meet the then current requirements for residency, the spouse may not live in the Living Accommodation for more than thirty (30) days (except with the express approval of PROVIDER) and may not receive services (except with the express approval of PROVIDER), and RESIDENT may terminate this Agreement as provided in Section VII.*

*2. To another Resident*

*In the event that RESIDENT marries another RESIDENT, the RESIDENT giving up his/her Living Accommodation shall receive a refund based upon the policy governing voluntary termination as provided in Section IX.*

**VII. TERMINATION BY RESIDENT**

*A. This Agreement may be rescinded by RESIDENT, without penalty, by written notice to PROVIDER given within ten (10) days from the date of its execution by RESIDENT. If RESIDENT properly rescinds within this period, PROVIDER shall refund, without interest, the portion of the Entrance Fee paid by RESIDENT as a deposit within 10 days of receipt of written notice of rescission.*

*B. Prior to residency in the COMMUNITY, in the event of (i) death of RESIDENT, or (ii) the inability of RESIDENT to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, this Agreement shall terminate and PROVIDER shall refund, within sixty (60) days of receipt of written notice, the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT and no further amounts will be due PROVIDER from RESIDENT. 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 to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, have the option to leave this Agreement in force or to terminate this Agreement under this Section VII B. If RESIDENT decides to leave this Agreement in force and move to the COMMUNITY as a single person, PROVIDER will*

*refund, within sixty (60) days of receipt of written notice, the Second Person Entrance Fee Deposit.*

*C. After the expiration of ten (10) days from the date of execution of this Agreement by Resident and before the Living Accommodation selected by RESIDENT is available for occupancy, RESIDENT may terminate this Agreement for reasons other than those specified in Section VII B above. PROVIDER shall refund to RESIDENT the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT in accordance with Section V, no later than sixty (60) days after a new resident has signed an Agreement and paid the applicable Entrance Fee Deposit for a Living Accommodation of the type reserved by RESIDENT.*

*D. In the event the Living Accommodation is ready for residency and RESIDENT fails to occupy the Living Accommodation within (60) days of the date the Living Accommodation is ready for residency (unless a written extension is granted by PROVIDER), this Agreement shall be automatically extended and the Monthly Fee will be payable in accordance with Section V D unless RESIDENT terminates this Agreement pursuant to Section VII C or PROVIDER terminates this Agreement pursuant to Section VIII.*

*E. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT, if he or she is competent, or, if he or she is not competent, RESIDENT'S representative may terminate this Agreement at any time during which RESIDENT has been transferred to an appropriate hospital or other facility pursuant to Section IV hereof. Prior to termination of this Agreement pursuant to this Subsection, RESIDENT or RESIDENT'S representative shall give PROVIDER thirty (30) days written notice and shall pay the Monthly Fee until the expiration of such time. RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*F. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT may terminate this Agreement for any reason other than the circumstances described in Section VII E above, provided only that RESIDENT shall give the PROVIDER one hundred twenty (120) days advance written notice, and shall pay the Monthly Service Fee until the expiration of such time.*

*RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*G. If, after becoming RESIDENTS of the COMMUNITY, joint RESIDENTS of a single Living Accommodation decide to separate or divorce, the RESIDENTS could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:*

1. Both Residents request continued residence at the COMMUNITY, with one continuing to occupy the Living Accommodation and one moving to another Living Accommodation. In such case, the RESIDENT occupying the new Living Accommodation shall apply for admission and execute a new Residence and Care Agreement. The RESIDENT occupying the new Living Accommodation will pay the then applicable Entrance Fee, less a credit for the Second Person Entrance Fee previously paid. Both RESIDENTS will pay the then applicable Monthly Fee for the living accommodation they occupy.

2. One RESIDENT decides to leave the COMMUNITY. In such case, the remaining RESIDENT will pay the then applicable Single Person Monthly Fee and there shall be no Entrance Fee refund at that time.

3. Both RESIDENTS decide to leave the COMMUNITY. In such case, the standard refund provisions of this Agreement as set forth in Section IX shall prevail.

H. If, after becoming RESIDENTS of the COMMUNITY, one RESIDENT of a jointly occupied Living Accommodation dies and the survivor continues to occupy the Living Accommodation, the survivor shall pay the then applicable Single Person Monthly Fee. There shall be no refund of the Entrance Fee at that time.

I. In the event that RESIDENT asks to move to a different Living Accommodation and PROVIDER approves such move, such move shall not terminate the Residence and Care Agreement, but RESIDENT shall execute an amendment to the Agreement and pay the then applicable Monthly Fee for the newly occupied Living Accommodation and shall pay the difference between the Entrance Fee paid and the then applicable Entrance Fee for the newly occupied Living Accommodation, if higher. If lower, RESIDENT will not be entitled to a refund of the difference between the amount paid and the then applicable Entrance Fee of the newly occupied Living Accommodation. RESIDENT agrees to pay a fee, determined by PROVIDER, for redecorating of the Living Accommodation RESIDENT is vacating.

#### VIII. TERMINATION BY PROVIDER

PROVIDER may terminate this agreement only upon written notice and allowing a sufficient period of time for RESIDENT to correct, as provided in this Section, any of the following events (called a "Default"). Notice to the Resident of Termination by Provider will be no less than 30 days in advance of termination.

A. Material misrepresentations or omissions on the financial statement or medical record and any other required application material.

*B. Failure of RESIDENT to comply with the present and future reasonable operating procedures for the COMMUNITY or the covenants of RESIDENT, or creation by RESIDENT of a disturbance within the COMMUNITY detrimental to the health, safety or peaceful lodging of other RESIDENTS.*

*C. Failure of RESIDENT to pay the Monthly Service Fee or other charges when due, unless mutually satisfactory written arrangements have been made as identified in Section X B. Default under this section shall not occur for at least ninety (90) days after notice of nonpayment.*

*D. Determination that RESIDENT has failed to comply with covenants, representations and warranties contained in this Agreement.*

*E. Failure of RESIDENT to pay the balance of the entrance fee as required by Section V.*

*Prior to termination for any default of RESIDENT described in Section VIII A, B, C or D above, PROVIDER shall give RESIDENT notice in writing of such default and RESIDENT shall have sixty (60) days from the date of actual notice within which to correct such default. If RESIDENT corrects such default within such time, then 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.*

*In addition, PROVIDER may terminate this Agreement upon less than sixty (60) days notice by written determination, made by at least two (2) doctors, one of whom is not an employee or associated with the COMMUNITY, that RESIDENT is a danger to himself or others while remaining in the COMMUNITY.*

*The written determination shall state: (i) that the determination is made in good faith; (ii) the reasons supporting the determination that RESIDENT is a danger to himself/herself or others; (iii) the basis for the conclusion that there is no less restrictive alternative to dismissal, discharge or cancellation, as the case may be, for abating the dangerousness of RESIDENT, and (iv) the basis for the conclusion that the danger is such that a notice period of less than sixty (60) days is appropriate.*

*In the event of termination by PROVIDER, RESIDENT'S refund, if any, will be calculated in the manner set forth in Section IX.*

## *IX. REFUND OF ENTRANCE FEE*

*A. General Rule. If a RESIDENT dies or terminates residency at the COMMUNITY, RESIDENT or RESIDENT'S designee shall be entitled to a refund equal to 90% of the First Person Entrance Fee paid, less all amounts due to the COMMUNITY for unpaid Monthly Fees and accrued interest thereon, advances made by the COMMUNITY pursuant to Section X, and any other amounts due to the COMMUNITY. No portion of the Second Person Entrance Fee is refundable. The Community will make the refund no later than 30 days after a new resident pays the then applicable Entrance Fee for the Living Accommodation vacated by RESIDENT. In the case of joint occupancy of a Living Accommodation, no refund will be made until both RESIDENTS have died or terminated residence at the COMMUNITY. No refund will be made upon transfer of a RESIDENT or RESIDENTS, in the case of joint occupancy of a Living Accommodation, to the Health Center on a temporary or permanent basis.*

*B. Hardship. If RESIDENT experiences a Hardship, the COMMUNITY will make the refund (i) no later than twelve (12) months from the date of termination if the COMMUNITY is at eighty percent (80%) or greater occupancy, or (ii) no later than twenty-four (24) months from the date of termination if the COMMUNITY is at less than eighty percent (80%) occupancy.*

*For purposes of this Section, "Hardship" means a change in circumstances that has necessitated the termination of this Agreement, and which has made it so that RESIDENT cannot obtain Acceptable Living Accommodations or health care services from the COMMUNITY, but cannot otherwise pay for necessary room, board, or health care services outside of the COMMUNITY without the refund. "Acceptable Living Accommodations" are those which are within the financial means of the RESIDENT, provide for needed health care services, including mental health services, and which respect and reflect the right of the RESIDENT to self-determination, dignity, religious affiliations, freedom of association, and other personal interests as described in New Hampshire's Patients' and Senior Citizens' Bill of Rights laws.*

*If RESIDENT and COMMUNITY disagree as to the existence of Hardship, COMMUNITY will give RESIDENT a written explanation of its position. We will, of course, be available to discuss the position we have taken. Should you, however, wish to take this matter up with the New Hampshire Insurance Department, it maintains a consumer service division to investigate resident complaints at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301. The New Hampshire Insurance Department may be reached, toll-free, by dialing 1-800-842-3416.*

## *X. COVENANTS OF PROVIDER*

*PROVIDER covenants and agrees:*

*A. That it is and shall be the declared intent and policy of PROVIDER not to terminate the residency of RESIDENT solely by reason of the financial inability of*

*RESIDENT to pay the total Monthly Fee. If RESIDENT is unable to meet the financial obligations to PROVIDER (“hardship” provision as required by NHCAR Part Ins. 1808.02), Under RSA 151:21 VII. and RSA 161-M:3 I.(d), RESIDENT will have the right to make a determination at the time of “hardship” as to a refund of the entrance fee pursuant to the terms of the Resident Agreement under Section VII. F. NHCAR Part Ins. 1808.02(f)(3). RESIDENT will also provide to PROVIDER financial information which will justify that the Resident is unable to pay the total Monthly Fee. When RESIDENT establishes facts to justify the need for financial assistance, PROVIDER will, if it can do so and without impairing the ability of the COMMUNITY to operate on a sound financial basis, subsidize RESIDENT'S monthly Service Fee. In the event financial assistance is granted, RESIDENT shall be liable to PROVIDER for the full amount of the subsidy received by RESIDENT which will be charged first against RESIDENT'S refundable portion of the Entrance Fee and, to the extent of any deficiency amount if thereafter, shall be due and payable at such time as RESIDENT has sufficient funds therefore, and otherwise should be due and payable from and enforceable against RESIDENT'S estate. In the case of PROVIDER subsidizing RESIDENT'S Monthly Service Fee, PROVIDER reserves the right to require RESIDENT to transfer to a smaller living accommodation when available, in order to reduce the Monthly Service Fee.*

#### **XI. COVENANTS OF RESIDENT**

*RESIDENT covenants and agrees:*

- A. To comply with all present and future rules adopted by PROVIDER for the convenience, comfort and safety of all Residents of the COMMUNITY.*
- B. To promptly pay PROVIDER all payments as provided in and required by this -Agreement.*
- C. To seek to maintain the ideals set forth in Section I of this Agreement.*
- D. To complete such forms as may be requested by PROVIDER as required for insurance, `regulatory and other purposes which may require disclosure of personal data and information about RESIDENT.*
- E. Not to impair RESIDENTS ability to meet financial obligations of RESIDENT under this Agreement, by transferring assets without fair consideration.*
- F. To abide by all other terms of this Agreement.*

#### **XII. REPRESENTATION AND WARRANTIES OF PROVIDER**

*PROVIDER represents and warrants that PROVIDER has full authority to enter into this Agreement.*

### *XIII. REPRESENTATION AND WARRANTIES OF RESIDENT*

- A. RESIDENT represents and warrants to PROVIDER that all facts stated on any forms or applications submitted by RESIDENT or on behalf of RESIDENT to PROVIDER are true and complete and are the basis for residency.*
- B. RESIDENT represents and warrants to PROVIDER that RESIDENT has not made a gift or loan of RESIDENT'S property in contemplation of execution of this Agreement.*

### *XIV. MISCELLANEOUS*

- A. This Agreement contains all of the representations and agreements made by the parties for the purposes set forth in Section I. Agreements or representations not contained in this Agreement shall be unenforceable unless they are set forth in writing and executed by PROVIDER and RESIDENT or as set forth in the Resident Handbook.*
- B. The invalidity of all or any part of any restriction, condition or other provision of this Agreement shall not impair or affect in any way the validity or enforceability of the rest of this Agreement. Likewise, the failure of any party to meet his/her obligations under any one or more of the Sections of this Agreement, with the exception of the satisfaction of the conditions precedent, shall in no way void or alter the remaining obligations of the parties.*
- C. It is expressly understood and agreed by the parties that this Agreement does not transfer nor grant to RESIDENT any interest in real or personal property owned by PROVIDER.*
- D. This Agreement shall be construed and enforced under the laws of the State of New Hampshire.*
- E. This Agreement has been executed on behalf of PROVIDER by its duly authorized agent, and no officer, trustee, agent or employee of PROVIDER shall have personal liability under this Agreement to RESIDENT under any circumstances.*
- F. PROVIDER reserves the right to establish different Entrance Fee amounts, and Monthly Service Fees for persons assuming residence at the COMMUNITY after the date of this Agreement.*
- G. PROVIDER recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation to legitimate emergencies and to notify RESIDENT of scheduled work in advance.*

*RESIDENT recognizes and accepts the right of PROVIDER to enter RESIDENT'S Living Accommodation in order to carry out the purpose and intent of this Agreement. Such right of entrance shall be for the purpose of:*

- 1. Performance of scheduled housekeeping duties.*
- 2. Response to any medical alert system.*
- 3. Response to the fire alert system.*
- 4. Entrance if RESIDENT is reported missing or as not having responded to calls.*
- 5. Scheduled or emergency maintenance.*

*H. It is understood that any authority or responsibility given by this Agreement to PROVIDER'S CEO or Medical Director may be delegated by him/her to any one or more other members of PROVIDER'S staff.*

*I. RESIDENT agrees to provide PROVIDER with the following information at the time of occupancy: name and address of attorney or executor; a person designated as RESIDENT'S personal representative to assist in matters requiring decisions concerning RESIDENT; persons to be notified in case of emergency.*

*J. RESIDENT agrees to execute a durable power of attorney to carry out the terms of this Agreement on RESIDENT'S behalf in the event of the incapacity of RESIDENT to act in his/her own behalf. A copy of said power of attorney will be made available to PROVIDER and filed in the Office of the Director of Resident Services.*

*K. PROVIDER shall have the right to adopt policies, procedures and rules regarding residence consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by PROVIDER.*

*L. The COMMUNITY'S Residents will be members of the Residents' Association, which will elect a Residents' Council from among the RESIDENTS.*

*M. PROVIDER may enter into agreements with other RESIDENTS or non-residents which may contain terms different from those contained in this Agreement. Despite such difference, this Agreement alone sets forth RESIDENT'S rights and obligations with respect to RESIDENT'S care and residence at the COMMUNITY. RESIDENT shall have no right to determine the admission, terms of admission, placement or dismissal of any other RESIDENT and RESIDENT shall not be deemed the third party beneficiary of any agreement between PROVIDER and any other RESIDENT or non-resident.*

N. The failure of PROVIDER in any one or more instances to insist upon strict performance, observance or compliance by RESIDENT with any terms or provisions of this Agreement shall not be construed to be a waiver of its right to insist upon strict compliance by RESIDENT with all of the terms and provisions of this Agreement.

XV. DISCLOSURE BOOKLET

A. RESIDENT acknowledges that he (she) (they) has (have) received and read, with the Agreement, the RiverMead Disclosure Statement (the "Disclosure Statement") dated \_\_\_\_\_.

B. A description of the health and financial conditions required for an applicant to be accepted as a RESIDENT is set forth in the Disclosure Statement, which descriptions are incorporated herein by reference. After occupancy by RESIDENT of a Living Accommodation, PROVIDER is obligated to permit continued residency by RESIDENT unless the Agreement is terminated in accordance with Section VII or VIII. Reference is also made to Section X setting forth the policy of PROVIDER to subsidize Monthly Service Fees under certain circumstances of need.

C. No special escrow account has been established for the purpose of holding reserves after the operation of the COMMUNITY has commenced. Reference is made to the Disclosure Statement for a discussion of the use of deposits prior to occupancy and initial reserves after occupancy. The reserves set forth are the estimates and assumptions of PROVIDER which are believed to be reasonable and in compliance with New Hampshire law, but which estimates cannot be guaranteed. All assets of PROVIDER are under the control and direction of its Board of Trustees, information about whom is set forth in the Disclosure Statement, which information is incorporated herein by reference.

By my signature, I/We certify that I/We have read this Agreement, its terms and conditions and that I/We hereby agree to be bound by such terms and conditions.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

Peterborough Retirement Community at Upland Farm, Inc.

By: \_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

Exhibit A

*Resident's Right of Rescission*

*Any individual who executes a Residence and Care Agreement with RiverMead, in accordance with New Hampshire law, may rescind and cancel that Agreement, without penalty or forfeiture, as long as written notice of the decision to cancel is given within ten (10) days of the date of execution of the Residence and Care Agreement. You are not required to move into RiverMead before the expiration of the ten-day rescission period. No other agreement or statement signed by you shall constitute a waiver of the right to rescind the contract or agreement within the ten-day rescission period. The attached Residence and Care Agreement was executed on \_\_\_\_\_. If you decide to cancel the Residence and Care Agreement within ten days of execution of the Agreement, complete this form and mail it to RiverMead by midnight on \_\_\_\_\_. It must be postmarked no later than midnight on \_\_\_\_\_ and addressed to RiverMead, Attn: Marketing Office, 150 RiverMead Road, Peterborough, NH 03458.*

*After the ten-day period noted above, a Residence and Care Agreement may still be terminated and all of the terms of termination contained in the Residence and Care Agreement shall be in effect.*

**NOTICE:**

*I (we) wish to hereby notify RiverMead that I (we) wish to cancel the Residence and Care Agreement which we executed on \_\_\_\_\_. I (we) understand that as long as this notice is given within ten (10) days of the date of execution that any deposit will be refunded promptly without penalty or forfeiture.*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

*Received By:*

\_\_\_\_\_  
*RiverMead Representative*

\_\_\_\_\_  
*Date*

EXHIBIT C  
70% REFUNDABLE  
RESIDENCE AND CARE AGREEMENT

March, 2018

RIVERMEAD  
*70% REFUNDABLE*  
*RESIDENCE AND CARE AGREEMENT*

March, 2018

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**RIVERMEAD  
70% REFUNDABLE  
RESIDENCE AND CARE AGREEMENT**

**I. RECITALS**

*Peterborough Retirement Community at Upland Farm, Inc. (PROVIDER), a non-profit New Hampshire corporation, operates a continuing care retirement community for individuals age 62 or older, known as RiverMead, (COMMUNITY) which is located in Peterborough, New Hampshire. PROVIDER seeks to provide quality continuing care to residents in well designed surroundings and with services so that residents may enjoy an independent lifestyle, having the contentment of knowing that additional supportive services and care are available if ever needed.*

*This Agreement is made between PROVIDER and \_\_\_\_\_ (RESIDENT, or when two people are named in this Agreement, each of them, and the survivor of them). RESIDENT, having signed this Agreement, wishes to live at the COMMUNITY and to enjoy, consistent with the rights and welfare of other residents, the facilities, and services provided in the COMMUNITY as defined below.*

*This Agreement is made and entered into between PROVIDER and RESIDENT on \_\_\_\_\_ 20\_\_\_\_, as a commitment by RESIDENT and PROVIDER to the terms and conditions set forth in this Agreement.*

**II. OBLIGATIONS OF THE PROVIDER**

*Beginning with the date on which RESIDENT moves in and occupies one of the units in the COMMUNITY (the unit provided to RESIDENT is called the "Living Accommodation"), PROVIDER agrees to make Living Accommodations available to RESIDENT for RESIDENT'S life, together with the facilities, services and medical care provided in this Agreement.*

*The Living Accommodation will include a complete kitchen with refrigerator, dishwasher, microwave, garbage disposal, and a range with oven, any additional appliances as may be offered in the Living Accommodation selected, an emergency call system, a smoke detector, sprinkler system, a master television antenna hook-up, carpeting (except kitchen and bath), and window coverings. Any additional amenities or substitutions to the items normally offered in the Living Accommodations shall be at the expense of RESIDENT and be specifically set forth as an addendum to this Agreement.*

### III. DESCRIPTION OF FACILITIES AND SERVICES

A. *Community Center.* RESIDENT may use the dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center which PROVIDER has made available for the use and enjoyment of the residents of RiverMead. Such use is subject to reasonable rules, established by the PROVIDER, which shall be applicable to all RESIDENTS.

B. *Health Center.* PROVIDER will supply care in the on-site Health Center when medically necessary without any increase in the then current monthly fee, except for the charge for two extra meals per day, laundry and other expenses not covered in this Agreement. If accommodations are not immediately available in the on-site Health Center, PROVIDER will be responsible to pay for similar services at an off site long term care facility. RESIDENT would be transferred back to the Health Center as soon as accommodations are available.

#### C. Food Services

##### 1. Meal Services

Two nutritionally balanced meals a day will be available at the Community Center. One meal a day is included in the Monthly Service Fee. RESIDENT may elect to take additional meals at the prevailing extra charge.

##### 2. Tray Service

Tray service will be provided in the Living Accommodations during minor short-term illnesses of 14 days or less when approved by the PROVIDER'S Medical Director or his/her designee for the one meal a day included in the Monthly Fee. If additional meals and tray service are required, a charge will be incurred by RESIDENT for the additional meals not covered in the Monthly Fee.

##### 3. Private Dining Room

Two private dining rooms are available for family gatherings or other special occasions for RESIDENT, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.

##### 4. Guest Meals

Guest meals will be provided for guests of RESIDENT at the COMMUNITY. Fees for guest meals may be charged to RESIDENT and will be reflected on RESIDENT'S monthly statement.

D. *Housekeeping.* Light Housekeeping services will be provided every other week at no additional charge in RESIDENT'S Living Accommodation. Resident's bed linens will be cleaned weekly at no additional charge. On an annual basis, heavy housekeeping service will be provided which shall include cleaning

*windows and moving furniture. RESIDENT is responsible for maintaining Living Accommodation in a clean and sanitary condition. Additional housekeeping services will be available to RESIDENT at an additional charge.*

*E. Maintenance. Furnishings, appliances, and other property and equipment supplied by the COMMUNITY will be repaired and maintained or replaced by the COMMUNITY. Repairs, maintenance, and replacement of Resident's personal property will be the responsibility of the Resident.*

*F. Utilities. Sewer, water, electricity, heat and air conditioning, cable tv, internet and trash removal will be furnished at no additional cost to RESIDENT. RESIDENT is responsible for the cost of telephone service to the Living Accommodation.*

*G. Grounds. Basic grounds keeping, including lawn service and common area gardens, will be furnished at no additional cost to RESIDENT.*

*H. Gardens. Ground floor RESIDENTS and RESIDENTS of cottages may plant flowers, greenery, and other non-wild, non-food-bearing plants around their patio areas in dimensions determined by the COMMUNITY. A portion of the campus of the COMMUNITY will be designated for RESIDENT garden plots for the growing of vegetables and flowers. RESIDENTS may reserve these garden plots at no additional charge.*

*I. Local Transportation. PROVIDER will provide scheduled local transportation for RESIDENTS to shopping centers, banks and other points of common interest, as well as individual trips to physicians, dentists, and hospitals within the local area of the COMMUNITY in the event other conveyance is unavailable and transportation is requested in advance.*

*J. Activities. PROVIDER will provide a planned schedule of social, cultural, educational, recreational, and religious activities. PROVIDER reserves the right to pass on to RESIDENT the costs incurred in providing programs which require special materials, admission fees, charter bus service or other outside expenses.*

*K. Emergency Service. An emergency call system will be located within each Living Accommodation. Any emergency call received from a RESIDENT will be answered twenty-four hours a day, seven days a week.*

*L. Storage Areas. A storage area, capable of being locked, will be available for use by RESIDENT of each apartment unit. Each cottage unit has a garage with extra space for storage.*

*M. Taxes. PROVIDER is responsible for any real estate taxes assessed to the COMMUNITY.*

*N. Beautician/Barber Services. Beautician and Barber services will be available to RESIDENT in the COMMUNITY at an additional charge, payable by RESIDENT. These services are provided by and paid directly to an independent contractor.*

*O. Country Store. A Country Store will be available to RESIDENT during scheduled hours of operation. Purchases will be an additional charge to RESIDENT.*

*P. Parking. Lighted and well-maintained parking areas will be available to RESIDENT at no additional charge. Covered parking on the Mead campus may be available to RESIDENT of an apartment at an additional charge.*

#### **IV. THE HEALTH CENTER**

*The RESIDENT is entitled to care in the Health Center as needed, without an increase in the then current Monthly Service Fee, except for a charge for two additional meals daily. RESIDENT will have the right to be treated, at his or her option and expense, by any physician of his or her choice. Upon occupancy of the Living Accommodation, or in any event upon admission to the Health Center, RESIDENT, if competent, or RESIDENT'S representative, if RESIDENT is not competent, shall designate such physician as RESIDENT'S attending physician and shall keep PROVIDER informed of any change. PROVIDER will designate as Medical Director a physician licensed to practice medicine in the State of New Hampshire. The Medical Director or a qualified physician designated by him or her will be on emergency call. Beyond emergencies, RESIDENT, at his or her option and expense, will be at liberty to engage the services of the Medical Director. PROVIDER will not be responsible for the cost of physician services, including RESIDENT'S attending physician, or hospital services, nor will PROVIDER be responsible for the cost of private duty nursing, medicine, drugs, durable medical equipment, prescribed therapy, and the like. PROVIDER shall not be responsible for any service rendered outside the Health Center except as described in Section III B or Section IV B. Transfer of RESIDENT to a hospital of his or her choice may take place at the request of RESIDENT or RESIDENT'S representative or when deemed to be medically necessary by the Medical Director after consultation with RESIDENT'S attending physician and RESIDENT or RESIDENT'S representative.*

##### **A. Care in the Health Center**

###### **1. Temporary Nursing Care**

*If RESIDENT is in need of temporary nursing care as determined by RESIDENT'S physician and/or PROVIDER'S Medical Director, PROVIDER shall provide nursing*

care in the Health Center. RESIDENT'S private physician may attend to RESIDENT in the Health Center.

#### *2. Permanent Nursing Care*

*In the event the physical or mental health of RESIDENT requires that permanent nursing care be given, RESIDENT agrees to relocate to the Health Center.*

#### *3. Supported Residential Care*

*Supported Residential Care accommodations will be provided for RESIDENTS whose health care needs cannot be adequately met in their Living Accommodations but do not, in the judgment of the Medical Director (in consultation with RESIDENT'S personal physician, if any), require the services provided in a Skilled Nursing bed. If RESIDENT is in need of temporary or permanent assisted living care as determined by RESIDENT'S physician or PROVIDER'S Medical Director, PROVIDER shall provide assisted living facilities and care. In the event the physical or mental health of RESIDENT requires that permanent assisted living be provided, RESIDENT agrees to relocate to the assisted living facility in the Health Center.*

#### *4. Utilization Review Committee*

*All decisions involving permanent transfer of RESIDENT to the Health Center will be made by a Utilization Review Committee consisting of at least the Medical Director, Health Center Administrator, Director of Nursing Services, a representative of the Health Center, PROVIDER'S CEO and RESIDENT or a personal representative of RESIDENT if so legally designated. If RESIDENT is (or in the case of double occupancy both RESIDENTS are) permanently transferred to the Health Center, PROVIDER shall have the right to assign the Living Accommodation for residency to others.*

#### *B. Illness or Accident away from the COMMUNITY*

*IF RESIDENT suffers an accident or illness while away from the COMMUNITY, PROVIDER will have no responsibility to pay for RESIDENT'S medical, surgical, or hospital care incurred or resulting from such accident or illness. PROVIDER will be responsible to pay a licensed nursing facility an amount that shall not exceed PROVIDER'S current cost for providing a RESIDENT with care in the Health Center. RESIDENT shall return to the COMMUNITY as soon as medically possible, as determined by PROVIDER'S Medical Director in consultation with RESIDENT'S attending physician at the other nursing facility. After RESIDENT returns to the COMMUNITY, PROVIDER shall assume its responsibility to provide those services as deemed necessary by PROVIDER'S Medical Director and/or RESIDENT'S attending physician as provided in this Agreement. In the event RESIDENT suffers an accident or illness while away from the COMMUNITY, RESIDENT shall continue to pay the Monthly Service Fee.*

*C. Psychiatric or Dangerous Diseases*

*The COMMUNITY is not licensed to care for persons who are afflicted with psychiatric, contagious, or dangerous disease. If PROVIDER'S Medical Director, Utilization Review Committee or their designees determine that RESIDENT'S continued presence in the COMMUNITY is either dangerous or detrimental to the health or peace of RESIDENT or other RESIDENTS, then PROVIDER may transfer RESIDENT to an institution of PROVIDER'S choosing, and RESIDENT shall continue to pay the monthly service fee. PROVIDER shall then be responsible to pay said institution an amount not to exceed the cost of caring for the RESIDENT in the Health Center of the COMMUNITY.*

*D. Medical Insurance to be maintained by RESIDENT*

*RESIDENT will maintain, at RESIDENT'S cost, Medicare Part A and B and one supplemental health insurance policy acceptable to PROVIDER and shall furnish to PROVIDER such evidence of coverage as it may from time to time request to cover the cost of medical treatment for RESIDENT or for medicine, drugs, prescribed therapy, and the like. RESIDENT shall be responsible to pay cost of the before mentioned items that are not covered by insurance.*

**V. COST TO RESIDENT**

*A. Entrance Fee*

*RESIDENT agrees to pay the COMMUNITY a First Person Entrance Fee of \$ \_\_\_\_\_ plus a Second Person Entrance Fee of \$ \_\_\_\_\_ (If unit is to be occupied by two people). The Total Entrance Fee shall be \$ \_\_\_\_\_.*

*B. Payment shall be made in the following manner: RESIDENT agrees to pay Thirty Five Percent (35%) of the Total Entrance Fee, \$ \_\_\_\_\_ upon execution of this Agreement.*

*C. Payment of Balance of Entrance Fees. The balance of the Total Entrance Fee, \$ \_\_\_\_\_ is to be paid prior to residency, but in no event later than sixty (60) days following receipt of the 35% Entrance Fee deposit and the signed Residence and Care Agreements, unless this time is extended in writing by PROVIDER.*

*D. Monthly Service Fee. Beginning on the date of residency, RESIDENT shall pay to the COMMUNITY a Monthly Service Fee in an amount determined by PROVIDER based on the size of the Living Accommodation and the number of persons who reside in the Living Accommodation. The Monthly Service Fee shall be due on the tenth and paid no later than the tenth of each month during the term of this Agreement. An additional late payment service charge of 2% will be added to Monthly Service Fee payments for each month such payment is not received when due. The Monthly Service Fee shall be prorated for any partial month in which Resident begins or ends occupancy at the COMMUNITY. The Monthly Service Fee may be adjusted by PROVIDER from time to time to reflect*

*changes in the cost to PROVIDER of achieving the COMMUNITY'S purposes. PROVIDER agrees that, in the exercise of its sole discretion, which shall be binding on RESIDENT, it will endeavor to maintain the Monthly Service Fee at the lowest feasible figure which in the judgment of PROVIDER is consistent with sound financial operation and maintenance of the quality of service the COMMUNITY was designed to provide. RESIDENT will be notified in writing of any Monthly Service Fee adjustment sixty (60) days in advance. In adjusting the Monthly Service Fee from time to time, PROVIDER will maintain reserve funds required by New Hampshire law and shall maintain other reserve funds, which are specifically dedicated to the support and financial security of the COMMUNITY.*

*The present Monthly Service Fee is \$\_\_\_\_\_ per month for single occupancy plus an additional \$\_\_\_\_\_ per month for double occupancy of a Living Accommodation.*

*E. Change of accommodation*

*1. Permanent Transfer to Health Center or Other Health Care Facility*

*PROVIDER will declare RESIDENT'S Living Accommodation vacant if RESIDENT has been permanently transferred to the Health Center or another health care facility. RESIDENT will be charged the current appropriate Monthly Service Fee the RESIDENT would pay for the Living Accommodation vacated plus an additional charge for the additional two meals served in the Health Center. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

*2. Relocation from Health Center back to Living Accommodation*

*Following permanent transfer to the Health Center, in the event RESIDENT should recover and be able to live independently in the Living Accommodation, PROVIDER will, as soon as possible, provide to RESIDENT a Living Accommodation similar to that previously occupied. RESIDENT shall be charged the current Monthly Service Fee for the Living Accommodation previously vacated or the Monthly Service Fee for the new Living Accommodation, whichever is smaller.*

*3. Transfer of One of Two RESIDENTS sharing a Living Accommodation*

*If two RESIDENTS occupy a Living Accommodation and one of them is permanently transferred to the Health Center or another health care facility, they will be charged the Monthly Service Fee they would have been charged had both of them remained in their Living Accommodation plus an additional charge for the additional two meals served in the Health Center. Neither RESIDENT will receive a refund of any portion of the Entrance Fee at the time of transfer.*

*4. Transfer to a Smaller Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a smaller Living Accommodation, RESIDENT will be permitted to do so, subject to availability. Following the move, RESIDENT will pay the then current*

*Monthly Service Fee for the smaller Living Accommodation. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

#### *5. Transfer to a Larger Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a larger Living Accommodation, RESIDENT will be permitted to do so, subject to availability. RESIDENT will provide an additional Entrance Fee, which represents the difference between the Entrance Fee RESIDENT, has already paid and the Entrance Fee required for the larger Living Accommodation at the time of transfer. Following the move, RESIDENT will pay the then current Monthly Service Fee for the larger Living Accommodation.*

### **VI. CONDITIONS OF RESIDENCE**

#### *A. Resident's Right of Occupancy*

*RESIDENT'S right to occupy the Living Accommodation at the COMMUNITY shall exist and continue during RESIDENT'S lifetime subject to terms provided for in Section IV and V. Resident's Right of Occupancy under this Agreement is not assignable and no such rights or benefits under this Agreement shall inure to the representatives of RESIDENT.*

#### *B. Demise of RESIDENT sharing Living Accommodation*

*In the event of the demise of one of the RESIDENTS in a Living Accommodation with double occupancy, there will be no change in the remaining RESIDENT'S Living Accommodation and the Monthly Service Fee shall be reduced to the single occupancy rate.*

#### *C. Occupancy of Living Accommodation by RESIDENT only*

*No one other than the RESIDENT named in this Agreement shall have a right of occupancy in the Living Accommodation without the express written consent of the CEO unless otherwise permitted pursuant to guest policies established by PROVIDER.*

#### *D. Accident caused by RESIDENT*

*PROVIDER shall not be liable for any claims, damages or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with the negligent or intentional act or omission of RESIDENT. Resident is advised to obtain liability insurance to cover such situations.*

#### *E. Removal of RESIDENT'S property upon termination of residency*

*RESIDENT or RESIDENT'S estate will be responsible for promptly removing all of RESIDENT'S furniture, possessions, and property from the Living Accommodation. In the event removal of RESIDENT'S property is not accomplished within thirty (30) days after termination of residency for any reason, PROVIDER may remove and store such*

*furniture, possessions, and property at the expense of RESIDENT or RESIDENT'S estate.*

*F. Responsibility of Protection of RESIDENT'S Property*

*Furnishings within the Living Accommodation shall be provided by RESIDENT, except as stated in Section II. Furnishings provided by RESIDENT shall not interfere with the health, safety, and general welfare of other residents. PROVIDER shall not be responsible for the loss of any property belonging to RESIDENT or RESIDENT'S estate due to theft, mysterious disappearance, fire or any other cause, unless the care of said property is specifically accepted in writing by PROVIDER. RESIDENT shall be required, at his or her expense, to provide insurance sufficient to protect against such loss.*

*G. Rights to Real and Personal Property*

*The rights and privileges granted to RESIDENT by this Agreement do not include any right, title, or interest in, or to any part of, the personal property, land, buildings, or improvements owned or administered by PROVIDER. The right of RESIDENT hereunder is only a right to occupy.*

*H. Appointment of Legal Guardian*

*If RESIDENT becomes unable to properly care for himself/herself or his/her property and if RESIDENT has made no other designation of a person or legal entity to serve as guardian or power of attorney or the person so designated by RESIDENT is unavailable or cannot be communicated with in spite of good faith efforts, then RESIDENT authorizes PROVIDER to initiate legal guardianship proceedings as provided by law at RESIDENT'S expense. No employee or board member of PROVIDER or employee of any firm providing management services to PROVIDER or member of their families will be eligible to become attorney-in-fact or guardian of RESIDENT.*

*I. Responsibility of Resident to Maintain the Living Accommodation*

*RESIDENT will maintain the Living Accommodation in a clean, sanitary, and orderly condition so that the Living Accommodation, when surrendered, shall be in as good a condition as at the commencement of occupancy, normal wear and tear excepted.*

*J. Residents' Council*

*PROVIDER will have an elected Residents' Council, the members of which are chosen by the Residents. The Residents' Council acts in an advisory capacity to the Staff of the COMMUNITY and serves to facilitate the exchange of ideas between Residents and Staff. The management of the COMMUNITY and CEO will hold regular meetings with Residents for the purpose of free discussion of policies, programs, services, etc.*

*K. General Facility Regulations*

*RESIDENT agrees to comply with COMMUNITY'S Resident Handbook, which will cover such things as use of public areas, normal operating hours of activity areas and similar*

*items for the well-being of all RESIDENTS. Change of these day-to-day operating rules and regulations not specifically covered by this Agreement will be made only after consultation with Residents' Council officers and adequate notice given to RESIDENTS to ensure the health, safety, and welfare of all RESIDENTS.*

*L. Responsibilities of Residents and Community for Repair and Maintenance  
PROVIDER will perform and provide necessary repairs, maintenance, and replacement of the COMMUNITY structure and building equipment. Repairs, maintenance, and replacement of the property of RESIDENT will be the responsibility of RESIDENT.*

*M. Structural Changes in the Living Accommodation  
Any structural or other physical change of any kind to the Living Accommodation may be made only upon the written approval of PROVIDER, the task to be accomplished using materials and workers approved and supervised by PROVIDER. The cost of any change requested by RESIDENT will be borne by RESIDENT unless otherwise agreed to in writing by PROVIDER. The approval of any change requested by RESIDENT will be conditioned upon the agreement by RESIDENT to bear the expense of the later restoration of the Living Accommodation to its original condition, unless otherwise approved in writing by PROVIDER.*

*N. Policy Concerning Pets  
RESIDENT shall have the right to maintain in the Living Accommodation small domestic pets, as approved by management. Pets which are required to be walked are only permitted in ground level Living Accommodations at the Mead and ground level and second floor Living Accommodations at the Village. No pet shall be allowed to be a nuisance to other Residents and must be properly cared for at all times. Pets are not permitted in the common areas or in RiverMead vehicles.*

*O. Guest Privileges  
RESIDENT has the right to have guests visit the Living Accommodation, but such visits shall be limited to eight (8) consecutive days, unless special permission is granted by PROVIDER'S CEO. Visiting children must be carefully supervised, as RESIDENT must respectfully consider other Residents in the COMMUNITY. The only charge for such guests is for meals in the Dining Room.*

*P. Telephone Responsibility of Resident  
RESIDENT may install a telephone in RESIDENT'S Living Accommodation at RESIDENT'S own expense. RESIDENT is responsible for paying the charges for such services to the provider of the service.*

*Q. Change in Laws  
If changes are made to any of the statutes or regulations applicable to this Agreement, PROVIDER shall have the right to modify this Agreement to conform to changes in the law.*

*R. Marriage of RESIDENT*

*1. To a non-Resident. In the event RESIDENT marries, the spouse must meet residency requirements then in effect. The then current Additional Monthly Service Fee and Entrance Fee for a second person shall be applicable. If the spouse does not meet the then current requirements for residency, the spouse may not live in the Living Accommodation for more than thirty (30) days (except with the express approval of PROVIDER) and may not receive services (except with the express approval of PROVIDER), and RESIDENT may terminate this Agreement as provided in Section VII.*

*2. To another Resident. In the event that RESIDENT marries another RESIDENT, the RESIDENT giving up his/her Living Accommodation shall receive a refund based upon the policy governing voluntary termination as provided in Section IX.*

*VII. TERMINATION BY RESIDENT*

*A. This Agreement may be rescinded by RESIDENT, without penalty, by written notice to PROVIDER given within ten (10) days from the date of its execution by RESIDENT. If RESIDENT properly rescinds within this period, PROVIDER shall refund, without interest, the portion of the Entrance Fee paid by RESIDENT as a deposit within 10 days of receipt of written notice of rescission.*

*B. Prior to residency in the COMMUNITY, in the event of (i) death of RESIDENT, or (ii) the inability of RESIDENT to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, this Agreement shall terminate and PROVIDER shall refund, within sixty (60) days of receipt of written notice, the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT and no further amounts will be due PROVIDER from RESIDENT. 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 to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, have the option to leave this Agreement in force or to terminate this Agreement under this Section VII B. If RESIDENT decides to leave this Agreement in force and move to the COMMUNITY as a single person, PROVIDER will refund, within sixty (60) days of receipt of written notice, the Second Person Entrance Fee Deposit.*

*C. After the expiration of ten (10) days from the date of execution of this Agreement by Resident and before the Living Accommodation selected by RESIDENT is available for occupancy, RESIDENT may terminate this Agreement for reasons other than those specified in Section VII B above. PROVIDER shall refund to RESIDENT the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT in accordance with Section V, no later than sixty (60) days after a new resident has signed*

*an Agreement and paid the applicable Entrance Fee Deposit for a Living Accommodation of the type reserved by RESIDENT.*

*D. In the event the Living Accommodation is ready for residency and RESIDENT fails to occupy the Living Accommodation within (60) days of the date the Living Accommodation is ready for residency (unless a written extension is granted by PROVIDER), this Agreement shall be automatically extended and the Monthly Fee will be payable in accordance with Section V D unless RESIDENT terminates this Agreement pursuant to Section VII C or PROVIDER terminates this Agreement pursuant to Section VIII.*

*E. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT, if he or she is competent, or, if he or she is not competent, RESIDENT'S representative may terminate this Agreement at any time during which RESIDENT has been transferred to an appropriate hospital or other facility pursuant to Section IV hereof. Prior to termination of this Agreement pursuant to this Subsection, RESIDENT or RESIDENT'S representative shall give PROVIDER thirty (30) days written notice and shall pay the Monthly Fee until the expiration of such time. RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*F. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT may terminate this Agreement for any reason other than the circumstances described in Section VII E above, provided only that RESIDENT shall give the PROVIDER one hundred twenty (120) days advance written notice, and shall pay the Monthly Service Fee until the expiration of such time.*

*RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*G. If, after becoming RESIDENTS of the COMMUNITY, joint RESIDENTS of a single Living Accommodation decide to separate or divorce, the RESIDENTS could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:*

*1. Both Residents request continued residence at the COMMUNITY, with one continuing to occupy the Living Accommodation and one moving to another Living Accommodation. In such case, the RESIDENT occupying the new Living Accommodation shall apply for admission and execute a new Residence and Care Agreement. The RESIDENT occupying the new Living Accommodation will pay the then applicable Entrance Fee, less a credit for the Second Person Entrance Fee previously paid. Both RESIDENTS will pay the then applicable Monthly Fee for the living accommodation they occupy.*

2. One RESIDENT decides to leave the COMMUNITY. In such case, the remaining RESIDENT will pay the then applicable Single Person Monthly Fee and there shall be no Entrance Fee refund at that time.

3. Both RESIDENTS decide to leave the COMMUNITY. In such case, the standard refund provisions of this Agreement as set forth in Section IX shall prevail.

H. If, after becoming RESIDENTS of the COMMUNITY, one RESIDENT of a jointly occupied Living Accommodation dies and the survivor continues to occupy the Living Accommodation, the survivor shall pay the then applicable Single Person Monthly Fee. There shall be no refund of the Entrance Fee at that time.

I. In the event that RESIDENT asks to move to a different Living Accommodation and PROVIDER approves such move, such move shall not terminate the Residence and Care Agreement, but RESIDENT shall execute an amendment to the Agreement and pay the then applicable Monthly Fee for the newly occupied Living Accommodation and shall pay the difference between the Entrance Fee paid and the then applicable Entrance Fee for the newly occupied Living Accommodation, if higher. If lower, RESIDENT will not be entitled to a refund of the difference between the amount paid and the then applicable Entrance Fee of the newly occupied Living Accommodation. RESIDENT agrees to pay a fee, determined by PROVIDER, for redecorating of the Living Accommodation RESIDENT is vacating.

#### VIII. TERMINATION BY PROVIDER

PROVIDER may terminate this agreement only upon written notice and allowing a sufficient period of time for RESIDENT to correct, as provided in this Section, any of the following events (called a "Default"). Notice to the Resident of Termination by Provider will be no less than 30 days in advance of termination.

A. Material misrepresentations or omissions on the financial statement or medical record and any other required application material.

B. Failure of RESIDENT to comply with the present and future reasonable operating procedures for the COMMUNITY or the covenants of RESIDENT, or creation by RESIDENT of a disturbance within the COMMUNITY detrimental to the health, safety, or peaceful lodging of other RESIDENTS.

C. Failure of RESIDENT to pay the Monthly Service Fee or other charges when due, unless mutually satisfactory written arrangements have been made as identified in Section X B. Default under this section shall not occur for at least ninety (90) days after notice of nonpayment.

*D. Determination that RESIDENT has failed to comply with covenants, representations and warranties contained in this Agreement.*

*E. Failure of RESIDENT to pay the balance of the entrance fee as required by Section V.*

*Prior to termination for any default of RESIDENT described in Section VIII A, B, C or D above, PROVIDER shall give RESIDENT notice in writing of such default and RESIDENT shall have sixty (60) days from the date of actual notice within which to correct such default. If RESIDENT corrects such default within such time, then 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.*

*In addition, PROVIDER may terminate this Agreement upon less than sixty (60) days notice by written determination, made by at least two (2) doctors, one of whom is not an employee or associated with the COMMUNITY, that RESIDENT is a danger to himself or others while remaining in the COMMUNITY.*

*The written determination shall state: (i) that the determination is made in good faith; (ii) the reasons supporting the determination that RESIDENT is a danger to himself/herself or others; (iii) the basis for the conclusion that there is no less restrictive alternative to dismissal, discharge or cancellation, as the case may be, for abating the dangerousness of RESIDENT, and (iv) the basis for the conclusion that the danger is such that a notice period of less than sixty (60) days is appropriate.*

*In the event of termination by PROVIDER, RESIDENT'S refund, if any, will be calculated in the manner set forth in Section IX.*

#### **IX. REFUND OF ENTRANCE FEE**

*A. General Rule. If a RESIDENT dies or terminates residency at the COMMUNITY, RESIDENT or RESIDENT'S designee shall be entitled to a refund equal to the First Person Entrance Fee paid, less 4% for the first month of residency and 2% per month for 13 additional months of residency until the refund is reduced to 70% of the first person entrance fee paid. The refund shall also be minus all amounts due to the COMMUNITY for unpaid Monthly Fees and accrued interest thereon, advances made by the COMMUNITY pursuant to Section X, and any other amounts due to the COMMUNITY. No portion of the Second Person Entrance Fee is refundable. The Community will make the refund no later than 30 days after a new resident pays the then applicable Entrance Fee for the Living Accommodation vacated by RESIDENT. In the case of joint occupancy of a Living Accommodation, no refund will be made until both RESIDENTS have died or terminated residence at the COMMUNITY. No refund will be*

*made upon transfer of a RESIDENT or RESIDENTS, in the case of joint occupancy of a Living Accommodation, to the Health Center on a temporary or permanent basis.*

*B. Hardship. If RESIDENT experiences a Hardship, the COMMUNITY will make the refund (i) no later than twelve (12) months from the date of termination if the COMMUNITY is at eighty percent (80%) or greater occupancy, or (ii) no later than twenty-four (24) months from the date of termination if the COMMUNITY is at less than eighty percent (80%) occupancy.*

*For purposes of this Section, “Hardship” means a change in circumstances that has necessitated the termination of this Agreement, and which has made it so that RESIDENT cannot obtain Acceptable Living Accommodations or health care services from the COMMUNITY, but cannot otherwise pay for necessary room, board, or health care services outside of the COMMUNITY without the refund. “Acceptable Living Accommodations” are those which are within the financial means of the RESIDENT, provide for needed health care services, including mental health services, and which respect and reflect the right of the RESIDENT to self-determination, dignity, religious affiliations, freedom of association, and other personal interests as described in New Hampshire’s Patients’ and Senior Citizens’ Bill of Rights laws.*

*If RESIDENT and COMMUNITY disagree as to the existence of Hardship, COMMUNITY will give RESIDENT a written explanation of its position. We will, of course, be available to discuss the position we have taken. Should you, however, wish to take this matter up with the New Hampshire Insurance Department, it maintains a consumer service division to investigate resident complaints at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301. The New Hampshire Insurance Department may be reached, toll-free, by dialing 1-800-842-3416.*

#### **X. COVENANTS OF PROVIDER**

*PROVIDER covenants and agrees:*

*A. That it is and shall be the declared intent and policy of PROVIDER not to terminate the residency of RESIDENT solely by reason of the financial inability of RESIDENT to pay the total Monthly Fee. If RESIDENT is unable to meet the financial obligations to PROVIDER, (“hardship” provision as required by NHCAR Part Ins. 1808.02), Under RSA 151:21 VII. and RSA 161-M:3 I.(d), RESIDENT will have the right to make a determination at the time of “hardship” as to a refund of the entrance fee pursuant to the terms of the Resident Agreement under Section VII. F. NHCAR Part Ins. 1808.02(f)(3). RESIDENT will also provide to PROVIDER financial information, which will justify that the Resident is unable to pay the total Monthly Fee. When RESIDENT establishes facts to justify the need for financial assistance, PROVIDER will, if it can do so and without impairing the ability of the COMMUNITY to operate on a sound financial basis, subsidize RESIDENT'S monthly Service Fee. In the event financial assistance is granted, RESIDENT shall be liable to PROVIDER for the full amount of the subsidy*

*received by RESIDENT which will be charged first against RESIDENT'S refundable portion of the Entrance Fee and, to the extent of any deficiency amount if thereafter, shall be due and payable at such time as RESIDENT has sufficient funds therefore, and otherwise should be due and payable from and enforceable against RESIDENT'S estate. In the case of PROVIDER subsidizing RESIDENT'S Monthly Service Fee, PROVIDER reserves the right to require RESIDENT to transfer to a smaller living accommodation when available, in order to reduce the Monthly Service Fee.*

#### **XI. COVENANTS OF RESIDENT**

*RESIDENT covenants and agrees:*

- A. To comply with all present and future rules adopted by PROVIDER for the convenience, comfort and safety of all Residents of the COMMUNITY.*
- B. To promptly pay PROVIDER all payments as provided in and required by this -Agreement.*
- C. To seek to maintain the ideals set forth in Section I of this Agreement.*
- D. To complete such forms as may be requested by PROVIDER as required for insurance, `regulatory and other purposes which may require disclosure of personal data and information about RESIDENT.*
- E. Not to impair RESIDENTS ability to meet financial obligations of RESIDENT under this Agreement, by transferring assets without fair consideration.*
- F. To abide by all other terms of this Agreement.*

#### **XII. REPRESENTATION AND WARRANTIES OF PROVIDER**

*PROVIDER represents and warrants that PROVIDER has full authority to enter into this Agreement.*

#### **XIII. REPRESENTATION AND WARRANTIES OF RESIDENT**

- A. RESIDENT represents and warrants to PROVIDER that all facts stated on any forms or applications submitted by RESIDENT or on behalf of RESIDENT to PROVIDER are true and complete and are the basis for residency.*
- B. RESIDENT represents and warrants to PROVIDER that RESIDENT has not made a gift or loan of RESIDENT'S property in contemplation of execution of this Agreement.*

#### **XIV. MISCELLANEOUS**

- A. This Agreement contains all of the representations and agreements made by the parties for the purposes set forth in Section I. Agreements or representations not contained in this Agreement shall be unenforceable unless they are set*

*forth in writing and executed by PROVIDER and RESIDENT or as set forth in the Resident Handbook.*

- B. The invalidity of all or any part of any restriction, condition or other provision of this Agreement shall not impair or affect in any way the validity or enforceability of the rest of this Agreement. Likewise, the failure of any party to meet his/her obligations under any one or more of the Sections of this Agreement, with the exception of the satisfaction of the conditions precedent, shall in no way void or alter the remaining obligations of the parties.*
- C. It is expressly understood and agreed by the parties that this Agreement does not transfer nor grant to RESIDENT any interest in real or personal property owned by PROVIDER.*
- D. This Agreement shall be construed and enforced under the laws of the State of New Hampshire.*
- E. This Agreement has been executed on behalf of PROVIDER by its duly authorized agent, and no officer, trustee, agent or employee of PROVIDER shall have personal liability under this Agreement to RESIDENT under any circumstances.*
- F. PROVIDER reserves the right to establish different Entrance Fee amounts, and Monthly Service Fees for persons assuming residence at the COMMUNITY after the date of this Agreement.*
- G. PROVIDER recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation to legitimate emergencies and to notify RESIDENT of scheduled work in advance.*

*RESIDENT recognizes and accepts the right of PROVIDER to enter RESIDENT'S Living Accommodation in order to carry out the purpose and intent of this Agreement. Such right of entrance shall be for the purpose of:*

- 1. Performance of scheduled housekeeping duties.*
- 2. Response to any medical alert system.*
- 3. Response to the fire alert system.*
- 4. Entrance if RESIDENT is reported missing or as not having respond to calls.*
- 5. Scheduled or emergency maintenance.*

*H. It is understood that any authority or responsibility given by this Agreement to PROVIDER'S CEO or Medical Director may be delegated by him/her to any one or more other members of PROVIDER'S staff.*

I. RESIDENT agrees to provide PROVIDER with the following information at the time of occupancy: name and address of attorney or executor; a person designated as RESIDENT'S personal representative to assist in matters requiring decisions concerning RESIDENT; persons to be notified in case of emergency.

J. RESIDENT agrees to execute a durable power of attorney to carry out the terms of this Agreement on RESIDENT'S behalf in the event of the incapacity of RESIDENT to act in his/her own behalf. A copy of said power of attorney will be made available to PROVIDER and filed in the Office of the Director of Resident Services.

K. PROVIDER shall have the right to adopt policies, procedures, and rules regarding residence consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by PROVIDER.

L. The COMMUNITY'S Residents will be members of the Residents' Association, which will elect a Residents' Council from among the RESIDENTS.

M. PROVIDER may enter into agreements with other RESIDENTS or non-residents, which may contain terms different from those contained in this Agreement. Despite such difference, this Agreement alone sets forth RESIDENT'S rights and obligations with respect to RESIDENT'S care and residence at the COMMUNITY. RESIDENT shall have no right to determine the admission, terms of admission; placement or dismissal of any other RESIDENT and RESIDENT shall not be deemed the third party beneficiary of any agreement between PROVIDER and any other RESIDENT or non-resident.

N. The failure of PROVIDER in any one or more instances to insist upon strict performance, observance, or compliance by RESIDENT with any terms or provisions of this Agreement shall not be construed to be a waiver of its right to insist upon strict compliance by RESIDENT with all of the terms and provisions of this Agreement.

#### XV. DISCLOSURE BOOKLET

A. RESIDENT acknowledges that he (she) (they) has (have) received and read, with the Agreement, the RiverMead Disclosure Statement (the "Disclosure Statement") dated \_\_\_\_\_.

B. A description of the health and financial conditions required for an applicant to be accepted as a RESIDENT is set forth in the Disclosure Statement, which descriptions are incorporated herein by reference. After occupancy by RESIDENT of a Living Accommodation, PROVIDER is obligated to permit continued residency by RESIDENT unless the Agreement is terminated in accordance with Section VII or VIII. Reference is also made to Section X setting forth the policy of PROVIDER to subsidize Monthly Service Fees under certain circumstances of need.



*Exhibit A*

*Resident's Right of Rescission*

*Any individual, who executes a Residence and Care Agreement with RiverMead, in accordance with New Hampshire law, may rescind and cancel that Agreement, without penalty or forfeiture, as long as written notice of the decision to cancel is given within ten (10) days of the date of execution of the Residence and Care Agreement. You are not required to move into RiverMead before the expiration of the ten-day rescission period. No other agreement or statement signed by you shall constitute a waiver of the right to rescind the contract or agreement within the ten-day rescission period. The attached Residence and Care Agreement was executed on \_\_\_\_\_. If you decide to cancel the Residence and Care Agreement within ten days of execution of the Agreement, complete this form and mail it to RiverMead by midnight on \_\_\_\_\_. It must be postmarked no later than midnight on \_\_\_\_\_ and addressed to RiverMead, Attn: Marketing Office, 150 RiverMead Road, Peterborough, NH 03458.*

*After the ten-day period noted above, a Residence and Care Agreement may still be terminated and all of the terms of termination contained in the Residence and Care Agreement shall be in effect.*

*NOTICE:*

*I (we) wish to hereby notify RiverMead that I (we) wish to cancel the Residence and Care Agreement, which we executed on \_\_\_\_\_. I (we) understand that as long as this notice is given within ten (10) days of the date of execution that any deposit will be refunded promptly without penalty or forfeiture.*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

*Received By:*

\_\_\_\_\_  
*RiverMead Representative*

\_\_\_\_\_  
*Date*

EXHIBIT D  
50% REFUNDABLE  
RESIDENCE AND CARE AGREEMENT

March, 2018

RIVERMEAD  
*50% REFUNDABLE*  
*RESIDENCE AND CARE AGREEMENT*

March, 2018

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**RIVERMEAD  
50% REFUNDABLE  
RESIDENCE AND CARE AGREEMENT**

**I. RECITALS**

*Peterborough Retirement Community at Upland Farm, Inc. (PROVIDER), a non-profit New Hampshire corporation, operates a continuing care retirement community for individuals age 62 or older, known as RiverMead, (COMMUNITY) which is located in Peterborough, New Hampshire. PROVIDER seeks to provide quality continuing care to residents in well designed surroundings and with services so that residents may enjoy an independent lifestyle, having the contentment of knowing that additional supportive services and care are available if ever needed.*

*This Agreement is made between PROVIDER and \_\_\_\_\_ (RESIDENT, or when two people are named in this Agreement, each of them, and the survivor of them). RESIDENT, having signed this Agreement, wishes to live at the COMMUNITY and to enjoy, consistent with the rights and welfare of other residents, the facilities and services provided in the COMMUNITY as defined below.*

*This Agreement is made and entered into between PROVIDER and RESIDENT on \_\_\_\_\_, 20\_\_\_\_, as a commitment by RESIDENT and PROVIDER to the terms and conditions set forth in this Agreement.*

**II. OBLIGATIONS OF THE PROVIDER**

*Beginning with the date on which RESIDENT moves in and occupies one of the units in the COMMUNITY (the unit provided to RESIDENT is called the "Living Accommodation"), PROVIDER agrees to make Living Accommodations available to RESIDENT for RESIDENT'S life, together with the facilities, services and medical care provided in this Agreement.*

*The Living Accommodation will include a complete kitchen with refrigerator, dishwasher, microwave, garbage disposal, and a range with oven, any additional appliances as may be offered in the Living Accommodation selected, an emergency call system, a smoke detector, sprinkler system, a master television antenna hook-up, carpeting (except kitchen and bath), and window coverings. Any additional amenities or substitutions to the items normally offered in the Living Accommodations shall be at the expense of RESIDENT and be specifically set forth as an addendum to this Agreement.*

### III. DESCRIPTION OF FACILITIES AND SERVICES

A. *Community Center.* RESIDENT may use the dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center which PROVIDER has made available for the use and enjoyment of the residents of RiverMead. Such use is subject to reasonable rules, established by the PROVIDER, which shall be applicable to all RESIDENTS.

B. *Health Center.* PROVIDER will supply care in the on-site Health Center when medically necessary without any increase in the then current monthly fee, except for the charge for two extra meals per day, laundry and other expenses not covered in this Agreement. If accommodations are not immediately available in the on-site Health Center, PROVIDER will be responsible to pay for similar services at an off site long term care facility. RESIDENT would be transferred back to the Health Center as soon as accommodations are available.

#### C. Food Services

##### 1. Meal Services

Two nutritionally balanced meals a day will be available at the Community Center. One meal a day is included in the Monthly Service Fee. RESIDENT may elect to take additional meals at the prevailing extra charge.

##### 2. Tray Service

Tray service will be provided in the Living Accommodations during minor short-term illnesses of 14 days or less when approved by the PROVIDER'S Medical Director or his/her designee for the one meal a day included in the Monthly Fee. If additional meals and tray service are required, a charge will be incurred by RESIDENT for the additional meals not covered in the Monthly Fee.

##### 3. Private Dining Room

Two private dining rooms are available for family gatherings or other special occasions for RESIDENT, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.

##### 4. Guest Meals

Guest meals will be provided for guests of RESIDENT at the COMMUNITY. Fees for guest meals may be charged to RESIDENT and will be reflected on RESIDENT'S monthly statement.

D. *Housekeeping.* Light Housekeeping services will be provided every other week at no additional charge in RESIDENT'S Living Accommodation. Resident's bed linens will be cleaned weekly at no additional charge. On an annual basis, heavy housekeeping service will be provided which shall include cleaning

*windows and moving furniture. RESIDENT is responsible for maintaining Living Accommodation in a clean and sanitary condition. Additional housekeeping services will be available to RESIDENT at an additional charge.*

*E. Maintenance. Furnishings, appliances, and other property and equipment supplied by the COMMUNITY will be repaired and maintained or replaced by the COMMUNITY. Repairs, maintenance and replacement of Resident's personal property will be the responsibility of the Resident.*

*F. Utilities. Sewer, water, electricity, heat and air conditioning, cable tv, internet and trash removal will be furnished at no additional cost to RESIDENT. RESIDENT is responsible for the cost of telephone service to the Living Accommodation.*

*G. Grounds. Basic grounds keeping, including lawn service and common area gardens, will be furnished at no additional cost to RESIDENT.*

*H. Gardens. Ground floor RESIDENTS and RESIDENTS of cottages may plant flowers, greenery and other non-wild, non-food-bearing plants around their patio areas in dimensions determined by the COMMUNITY. A portion of the campus of the COMMUNITY will be designated for RESIDENT garden plots for the growing of vegetables and flowers. RESIDENTS may reserve these garden plots at no additional charge.*

*I. Local Transportation. PROVIDER will provide scheduled local transportation for RESIDENTS to shopping centers, banks and other points of common interest, as well as individual trips to physicians, dentists and hospitals within the local area of the COMMUNITY in the event other conveyance is unavailable and transportation is requested in advance.*

*J. Activities. PROVIDER will provide a planned schedule of social, cultural, educational, recreational and religious activities. PROVIDER reserves the right to pass on to RESIDENT the costs incurred in providing programs which require special materials, admission fees, charter bus service or other outside expenses.*

*K. Emergency Service. An emergency call system will be located within each Living Accommodation. Any emergency call received from a RESIDENT will be answered twenty-four hours a day, seven days a week.*

*L. Storage Areas. A storage area, capable of being locked, will be available for use by RESIDENT of each apartment unit. Each cottage unit has a garage with extra space for storage.*

*M. Taxes. PROVIDER is responsible for any real estate taxes assessed to the COMMUNITY.*

*N. Beautician/Barber Services. Beautician and Barber services will be available to RESIDENT in the COMMUNITY at an additional charge, payable by RESIDENT. These services are provided by and paid directly to an independent contractor.*

*O. Country Store. A Country Store will be available to RESIDENT during scheduled hours of operation. Purchases will be an additional charge to RESIDENT.*

*P. Parking. Lighted and well-maintained parking areas will be available to RESIDENT at no additional charge. Covered parking on the Mead campus may be available to RESIDENT of an apartment at an additional charge.*

#### **IV. THE HEALTH CENTER**

*The RESIDENT is entitled to care in the Health Center as needed, without an increase in the then current Monthly Service Fee, except for a charge for two additional meals daily. RESIDENT will have the right to be treated, at his or her option and expense, by any physician of his or her choice. Upon occupancy of the Living Accommodation, or in any event upon admission to the Health Center, RESIDENT, if competent, or RESIDENT'S representative, if RESIDENT is not competent, shall designate such physician as RESIDENT'S attending physician and shall keep PROVIDER informed of any change. PROVIDER will designate as Medical Director a physician licensed to practice medicine in the State of New Hampshire. The Medical Director or a qualified physician designated by him or her will be on emergency call. Beyond emergencies, RESIDENT, at his or her option and expense, will be at liberty to engage the services of the Medical Director. PROVIDER will not be responsible for the cost of physician services, including RESIDENT'S attending physician, or hospital services, nor will PROVIDER be responsible for the cost of private duty nursing, medicine, drugs, durable medical equipment, prescribed therapy, and the like. PROVIDER shall not be responsible for any service rendered outside the Health Center except as described in Section III B or Section IV B. Transfer of RESIDENT to a hospital of his or her choice may take place at the request of RESIDENT or RESIDENT'S representative or when deemed to be medically necessary by the Medical Director after consultation with RESIDENT'S attending physician and RESIDENT or RESIDENT'S representative.*

##### **A. Care in the Health Center**

###### **1. Temporary Nursing Care**

*If RESIDENT is in need of temporary nursing care as determined by RESIDENT'S physician and/or PROVIDER'S Medical Director, PROVIDER shall provide nursing*

*care in the Health Center. RESIDENT'S private physician may attend to RESIDENT in the Health Center.*

#### *2. Permanent Nursing Care*

*In the event the physical or mental health of RESIDENT requires that permanent nursing care be given, RESIDENT agrees to relocate to the Health Center.*

#### *3. Supported Residential Care*

*Supported Residential Care accommodations will be provided for RESIDENTS whose health care needs cannot be adequately met in their Living Accommodations but do not, in the judgment of the Medical Director (in consultation with RESIDENT'S personal physician, if any), require the services provided in a Skilled Nursing bed. If RESIDENT is in need of temporary or permanent assisted living care as determined by RESIDENT'S physician or PROVIDER'S Medical Director, PROVIDER shall provide assisted living facilities and care. In the event the physical or mental health of RESIDENT requires that permanent assisted living be provided, RESIDENT agrees to relocate to the assisted living facility in the Health Center.*

#### *4. Utilization Review Committee*

*All decisions involving permanent transfer of RESIDENT to the Health Center will be made by a Utilization Review Committee consisting of at least the Medical Director, Health Center Administrator, Director of Nursing Services, a representative of the Health Center, PROVIDER'S CEO and RESIDENT or a personal representative of RESIDENT if so legally designated. If RESIDENT is (or in the case of double occupancy both RESIDENTS are) permanently transferred to the Health Center, PROVIDER shall have the right to assign the Living Accommodation for residency to others.*

#### *B. Illness or Accident away from the COMMUNITY*

*IF RESIDENT suffers an accident or illness while away from the COMMUNITY, PROVIDER will have no responsibility to pay for RESIDENT'S medical, surgical, or hospital care incurred or resulting from such accident or illness. PROVIDER will be responsible to pay a licensed nursing facility an amount that shall not exceed PROVIDER'S current cost for providing a RESIDENT with care in the Health Center. RESIDENT shall return to the COMMUNITY as soon as medically possible, as determined by PROVIDER'S Medical Director in consultation with RESIDENT'S attending physician at the other nursing facility. After RESIDENT returns to the COMMUNITY, PROVIDER shall assume its responsibility to provide those services as deemed necessary by PROVIDER'S Medical Director and/or RESIDENT'S attending physician as provided in this Agreement. In the event RESIDENT suffers an accident or illness while away from the COMMUNITY, RESIDENT shall continue to pay the Monthly Service Fee.*

*C. Psychiatric or Dangerous Diseases*

*The COMMUNITY is not licensed to care for persons who are afflicted with psychiatric, contagious or dangerous disease. If PROVIDER'S Medical Director, Utilization Review Committee or their designees determine that RESIDENT'S continued presence in the COMMUNITY is either dangerous or detrimental to the health or peace of RESIDENT or other RESIDENTS, then PROVIDER may transfer RESIDENT to an institution of PROVIDER'S choosing and RESIDENT shall continue to pay the monthly service fee. PROVIDER shall then be responsible to pay said institution an amount not to exceed the cost of caring for the RESIDENT in the Health Center of the COMMUNITY.*

*D. Medical Insurance to be maintained by RESIDENT*

*RESIDENT will maintain, at RESIDENT'S cost, Medicare Part A and B and one supplemental health insurance policy acceptable to PROVIDER and shall furnish to PROVIDER such evidence of coverage as it may from time to time request to cover the cost of medical treatment for RESIDENT or for medicine, drugs, prescribed therapy and the like. RESIDENT shall be responsible to pay cost of the before mentioned items that are not covered by insurance.*

**V. COST TO RESIDENT**

*A. Entrance Fee*

*RESIDENT agrees to pay the COMMUNITY a First Person Entrance Fee of \$ \_\_\_\_\_ plus a Second Person Entrance Fee of \$ \_\_\_\_\_ (If unit is to be occupied by two people). The Total Entrance Fee shall be \$ \_\_\_\_\_.*

*B. Payment shall be made in the following manner: RESIDENT agrees to pay Thirty Five Percent (35%) of the Total Entrance Fee, \$ \_\_\_\_\_ upon execution of this Agreement.*

*C. Payment of Balance of Entrance Fees. The balance of the Total Entrance Fee, \$ \_\_\_\_\_ is to be paid prior to residency, but in no event later than sixty (60) days following receipt of the 35% Entrance Fee deposit and the signed Residence and Care Agreements, unless this time is extended in writing by PROVIDER.*

*D. Monthly Service Fee. Beginning on the date of residency, RESIDENT shall pay to the COMMUNITY a Monthly Service Fee in an amount determined by PROVIDER based on the size of the Living Accommodation and the number of persons who reside in the Living Accommodation. The Monthly Service Fee shall be due on the tenth and paid no later than the tenth of each month during the term of this Agreement. An additional late payment service charge of 2% will be added to Monthly Service Fee payments for each month such payment is not received when due. The Monthly Service Fee shall be prorated for any partial month in which Resident begins or ends occupancy at the COMMUNITY. The Monthly Service Fee may be adjusted by PROVIDER from time to time to reflect*

*changes in the cost to PROVIDER of achieving the COMMUNITY'S purposes. PROVIDER agrees that, in the exercise of its sole discretion, which shall be binding on RESIDENT, it will endeavor to maintain the Monthly Service Fee at the lowest feasible figure which in the judgment of PROVIDER is consistent with sound financial operation and maintenance of the quality of service the COMMUNITY was designed to provide. RESIDENT will be notified in writing of any Monthly Service Fee adjustment sixty (60) days in advance. In adjusting the Monthly Service Fee from time to time, PROVIDER will maintain reserve funds required by New Hampshire law and shall maintain other reserve funds, which are specifically dedicated to the support and financial security of the COMMUNITY.*

*The present Monthly Service Fee is \$\_\_\_\_\_ per month for single occupancy plus an additional \$\_\_\_\_\_ per month for double occupancy of a Living Accommodation.*

*E. Change of accommodation*

*1. Permanent Transfer to Health Center or Other Health Care Facility*

*PROVIDER will declare RESIDENT'S Living Accommodation vacant if RESIDENT has been permanently transferred to the Health Center or another health care facility. RESIDENT will be charged the current appropriate Monthly Service Fee the RESIDENT would pay for the Living Accommodation vacated plus an additional charge for the additional two meals served in the Health Center. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

*2. Relocation from Health Center back to Living Accommodation*

*Following permanent transfer to the Health Center, in the event RESIDENT should recover and be able to live independently in the Living Accommodation, PROVIDER will, as soon as possible, provide to RESIDENT a Living Accommodation similar to that previously occupied. RESIDENT shall be charged the current Monthly Service Fee for the Living Accommodation previously vacated or the Monthly Service Fee for the new Living Accommodation, whichever is smaller.*

*3. Transfer of One of Two RESIDENTS sharing a Living Accommodation*

*If two RESIDENTS occupy a Living Accommodation and one of them is permanently transferred to the Health Center or another health care facility, they will be charged the Monthly Service Fee they would have been charged had both of them remained in their Living Accommodation plus an additional charge for the additional two meals served in the Health Center. Neither RESIDENT will receive a refund of any portion of the Entrance Fee at the time of transfer.*

*4. Transfer to a Smaller Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a smaller Living Accommodation, RESIDENT will be permitted to do so, subject to availability. Following the move, RESIDENT will pay the then current*

*Monthly Service Fee for the smaller Living Accommodation. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

#### *5. Transfer to a Larger Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a larger Living Accommodation, RESIDENT will be permitted to do so, subject to availability. RESIDENT will provide an additional Entrance Fee which represents the difference between the Entrance Fee RESIDENT has already paid and the Entrance Fee required for the larger Living Accommodation at the time of transfer. Following the move, RESIDENT will pay the then current Monthly Service Fee for the larger Living Accommodation.*

### **VI. CONDITIONS OF RESIDENCE**

#### *A. Resident's Right of Occupancy*

*RESIDENT'S right to occupy the Living Accommodation at the COMMUNITY shall exist and continue during RESIDENT'S lifetime subject to terms provided for in Section IV and V. Resident's Right of Occupancy under this Agreement is not assignable and no such rights or benefits under this Agreement shall inure to the representatives of RESIDENT.*

#### *B. Demise of RESIDENT sharing Living Accommodation*

*In the event of the demise of one of the RESIDENTS in a Living Accommodation with double occupancy, there will be no change in the remaining RESIDENT'S Living Accommodation and the Monthly Service Fee shall be reduced to the single occupancy rate.*

#### *C. Occupancy of Living Accommodation by RESIDENT only*

*No one other than the RESIDENT named in this Agreement shall have a right of occupancy in the Living Accommodation without the express written consent of the CEO unless otherwise permitted pursuant to guest policies established by PROVIDER.*

#### *D. Accident caused by RESIDENT*

*PROVIDER shall not be liable for any claims, damages or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with the negligent or intentional act or omission of RESIDENT. Resident is advised to obtain liability insurance to cover such situations.*

#### *E. Removal of RESIDENT'S property upon termination of residency*

*RESIDENT or RESIDENT'S estate will be responsible for promptly removing all of RESIDENT'S furniture, possessions and property from the Living Accommodation. In the event removal of RESIDENT'S property is not accomplished within thirty (30) days after termination of residency for any reason, PROVIDER may remove and store such furniture, possessions and property at the expense of RESIDENT or RESIDENT'S estate.*

*F. Responsibility of Protection of RESIDENT'S Property*

*Furnishings within the Living Accommodation shall be provided by RESIDENT, except as stated in Section II. Furnishings provided by RESIDENT shall not interfere with the health, safety and general welfare of other residents. PROVIDER shall not be responsible for the loss of any property belonging to RESIDENT or RESIDENT'S estate due to theft, mysterious disappearance, fire or any other cause, unless the care of said property is specifically accepted in writing by PROVIDER. RESIDENT shall be required, at his or her expense, to provide insurance sufficient to protect against such loss.*

*G. Rights to Real and Personal Property*

*The rights and privileges granted to RESIDENT by this Agreement do not include any right, title or interest in, or to any part of, the personal property, land, buildings or improvements owned or administered by PROVIDER. The right of RESIDENT hereunder is only a right to occupy.*

*H. Appointment of Legal Guardian*

*If RESIDENT becomes unable to properly care for himself/herself or his/her property and if RESIDENT has made no other designation of a person or legal entity to serve as guardian or power of attorney or the person so designated by RESIDENT is unavailable or cannot be communicated with in spite of good faith efforts, then RESIDENT authorizes PROVIDER to initiate legal guardianship proceedings as provided by law at RESIDENT'S expense. No employee or board member of PROVIDER or employee of any firm providing management services to PROVIDER or member of their families will be eligible to become attorney-in-fact or guardian of RESIDENT.*

*I. Responsibility of Resident to Maintain the Living Accommodation*

*RESIDENT will maintain the Living Accommodation in a clean, sanitary and orderly condition so that the Living Accommodation, when surrendered, shall be in as good a condition as at the commencement of occupancy, normal wear and tear excepted.*

*J. Residents' Council*

*PROVIDER will have an elected Residents' Council, the members of which are chosen by the Residents. The Residents' Council acts in an advisory capacity to the Staff of the COMMUNITY and serves to facilitate the exchange of ideas between Residents and Staff. The management of the COMMUNITY and CEO will hold regular meetings with Residents for the purpose of free discussion of policies, programs, services, etc.*

*K. General Facility Regulations*

*RESIDENT agrees to comply with COMMUNITY'S Resident Handbook, which will cover such things as use of public areas, normal operating hours of activity areas and similar items for the well-being of all RESIDENTS. Change of these day-to-day operating rules and regulations not specifically covered by this Agreement will be made only after*

*consultation with Residents' Council officers and adequate notice given to RESIDENTS to ensure the health, safety and welfare of all RESIDENTS.*

*L. Responsibilities of Residents and Community for Repair and Maintenance*

*PROVIDER will perform and provide necessary repairs, maintenance and replacement of the COMMUNITY structure and building equipment. Repairs, maintenance and replacement of the property of RESIDENT will be the responsibility of RESIDENT.*

*M. Structural Changes in the Living Accommodation*

*Any structural or other physical change of any kind to the Living Accommodation may be made only upon the written approval of PROVIDER, the task to be accomplished using materials and workers approved and supervised by PROVIDER. The cost of any change requested by RESIDENT will be borne by RESIDENT unless otherwise agreed to in writing by PROVIDER. The approval of any change requested by RESIDENT will be conditioned upon the agreement by RESIDENT to bear the expense of the later restoration of the Living Accommodation to its original condition, unless otherwise approved in writing by PROVIDER.*

*N. Policy Concerning Pets*

*RESIDENT shall have the right to maintain in the Living Accommodation small domestic pets, as approved by management. Pets which are required to be walked are only permitted in ground level Living Accommodations at the Mead and ground level and second floor Living Accommodations at the Village. No pet shall be allowed to be a nuisance to other Residents and must be properly cared for at all times. Pets are not permitted in the common areas or in RiverMead vehicles.*

*O. Guest Privileges*

*RESIDENT has the right to have guests visit the Living Accommodation, but such visits shall be limited to eight (8) consecutive days, unless special permission is granted by PROVIDER'S CEO. Visiting children must be carefully supervised as RESIDENT must respectfully consider other Residents in the COMMUNITY. The only charge for such guests is for meals in the Dining Room.*

*P. Telephone Responsibility of Resident*

*RESIDENT may install a telephone in RESIDENT'S Living Accommodation at RESIDENT'S own expense. RESIDENT is responsible for paying the charges for such services to the provider of the service.*

*Q. Change in Laws*

*If changes are made to any of the statutes or regulations applicable to this Agreement, PROVIDER shall have the right to modify this Agreement to conform to changes in the law.*

**R. Marriage of RESIDENT**

1. *To a non-Resident. In the event RESIDENT marries, the spouse must meet residency requirements then in effect. The then current Additional Monthly Service Fee and Entrance Fee for a second person shall be applicable. If the spouse does not meet the then current requirements for residency, the spouse may not live in the Living Accommodation for more than thirty (30) days (except with the express approval of PROVIDER) and may not receive services (except with the express approval of PROVIDER), and RESIDENT may terminate this Agreement as provided in Section VII.*

2. *To another Resident. In the event that RESIDENT marries another RESIDENT, the RESIDENT giving up his/her Living Accommodation shall receive a refund based upon the policy governing voluntary termination as provided in Section IX.*

**VII. TERMINATION BY RESIDENT**

A. *This Agreement may be rescinded by RESIDENT, without penalty, by written notice to PROVIDER given within ten (10) days from the date of its execution by RESIDENT. If RESIDENT properly rescinds within this period, PROVIDER shall refund, without interest, the portion of the Entrance Fee paid by RESIDENT as a deposit within 10 days of receipt of written notice of rescission.*

B. *Prior to residency in the COMMUNITY, in the event of (i) death of RESIDENT, or (ii) the inability of RESIDENT to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, this Agreement shall terminate and PROVIDER shall refund, within sixty (60) days of receipt of written notice, the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT and no further amounts will be due PROVIDER from RESIDENT. 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 to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, have the option to leave this Agreement in force or to terminate this Agreement under this Section VII B. If RESIDENT decides to leave this Agreement in force and move to the COMMUNITY as a single person, PROVIDER will refund, within sixty (60) days of receipt of written notice, the Second Person Entrance Fee Deposit.*

C. *After the expiration of ten (10) days from the date of execution of this Agreement by Resident and before the Living Accommodation selected by RESIDENT is available for occupancy, RESIDENT may terminate this Agreement for reasons other than those specified in Section VII B above. PROVIDER shall refund to RESIDENT the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT in accordance with Section V, no later than sixty (60) days after a new resident has signed*

*an Agreement and paid the applicable Entrance Fee Deposit for a Living Accommodation of the type reserved by RESIDENT.*

*D. In the event the Living Accommodation is ready for residency and RESIDENT fails to occupy the Living Accommodation within (60) days of the date the Living Accommodation is ready for residency (unless a written extension is granted by PROVIDER), this Agreement shall be automatically extended and the Monthly Fee will be payable in accordance with Section V D unless RESIDENT terminates this Agreement pursuant to Section VII C or PROVIDER terminates this Agreement pursuant to Section VIII.*

*E. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT, if he or she is competent, or, if he or she is not competent, RESIDENT'S representative may terminate this Agreement at any time during which RESIDENT has been transferred to an appropriate hospital or other facility pursuant to Section IV hereof. Prior to termination of this Agreement pursuant to this Subsection, RESIDENT or RESIDENT'S representative shall give PROVIDER thirty (30) days written notice and shall pay the Monthly Fee until the expiration of such time. RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*F. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT may terminate this Agreement for any reason other than the circumstances described in Section VII E above, provided only that RESIDENT shall give the PROVIDER one hundred twenty (120) days advance written notice, and shall pay the Monthly Service Fee until the expiration of such time.*

*RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*G. If, after becoming RESIDENTS of the COMMUNITY, joint RESIDENTS of a single Living Accommodation decide to separate or divorce, the RESIDENTS could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:*

*1. Both Residents request continued residence at the COMMUNITY, with one continuing to occupy the Living Accommodation and one moving to another Living Accommodation. In such case, the RESIDENT occupying the new Living Accommodation shall apply for admission and execute a new Residence and Care Agreement. The RESIDENT occupying the new Living Accommodation will pay the then applicable Entrance Fee, less a credit for the Second Person Entrance Fee previously paid. Both RESIDENTS will pay the then applicable Monthly Fee for the living accommodation they occupy.*

2. One RESIDENT decides to leave the COMMUNITY. In such case, the remaining RESIDENT will pay the then applicable Single Person Monthly Fee and there shall be no Entrance Fee refund at that time.

3. Both RESIDENTS decide to leave the COMMUNITY. In such case, the standard refund provisions of this Agreement as set forth in Section IX shall prevail.

H. If, after becoming RESIDENTS of the COMMUNITY, one RESIDENT of a jointly occupied Living Accommodation dies and the survivor continues to occupy the Living Accommodation, the survivor shall pay the then applicable Single Person Monthly Fee. There shall be no refund of the Entrance Fee at that time.

I. In the event that RESIDENT asks to move to a different Living Accommodation and PROVIDER approves such move, such move shall not terminate the Residence and Care Agreement, but RESIDENT shall execute an amendment to the Agreement and pay the then applicable Monthly Fee for the newly occupied Living Accommodation and shall pay the difference between the Entrance Fee paid and the then applicable Entrance Fee for the newly occupied Living Accommodation, if higher. If lower, RESIDENT will not be entitled to a refund of the difference between the amount paid and the then applicable Entrance Fee of the newly occupied Living Accommodation. RESIDENT agrees to pay a fee, determined by PROVIDER, for redecorating of the Living Accommodation RESIDENT is vacating.

#### VIII. TERMINATION BY PROVIDER

PROVIDER may terminate this agreement only upon written notice and allowing a sufficient period of time for RESIDENT to correct, as provided in this Section, any of the following events (called a "Default"). Notice to the Resident of Termination by Provider will be no less than 30 days in advance of termination.

A. Material misrepresentations or omissions on the financial statement or medical record and any other required application material.

B. Failure of RESIDENT to comply with the present and future reasonable operating procedures for the COMMUNITY or the covenants of RESIDENT, or creation by RESIDENT of a disturbance within the COMMUNITY detrimental to the health, safety or peaceful lodging of other RESIDENTS.

C. Failure of RESIDENT to pay the Monthly Service Fee or other charges when due, unless mutually satisfactory written arrangements have been made as identified in Section X B. Default under this section shall not occur for at least ninety (90) days after notice of nonpayment.

*D. Determination that RESIDENT has failed to comply with covenants, representations and warranties contained in this Agreement.*

*E. Failure of RESIDENT to pay the balance of the entrance fee as required by Section V.*

*Prior to termination for any default of RESIDENT described in Section VIII A, B, C or D above, PROVIDER shall give RESIDENT notice in writing of such default and RESIDENT shall have sixty (60) days from the date of actual notice within which to correct such default. If RESIDENT corrects such default within such time, then 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.*

*In addition, PROVIDER may terminate this Agreement upon less than sixty (60) days notice by written determination, made by at least two (2) doctors, one of whom is not an employee or associated with the COMMUNITY, that RESIDENT is a danger to himself or others while remaining in the COMMUNITY.*

*The written determination shall state: (i) that the determination is made in good faith; (ii) the reasons supporting the determination that RESIDENT is a danger to himself/herself or others; (iii) the basis for the conclusion that there is no less restrictive alternative to dismissal, discharge or cancellation, as the case may be, for abating the dangerousness of RESIDENT, and (iv) the basis for the conclusion that the danger is such that a notice period of less than sixty (60) days is appropriate.*

*In the event of termination by PROVIDER, RESIDENT'S refund, if any, will be calculated in the manner set forth in Section IX.*

#### **IX. REFUND OF ENTRANCE FEE**

*A. General Rule. If a RESIDENT dies or terminates residency at the COMMUNITY, RESIDENT or RESIDENT'S designee shall be entitled to a refund equal to the First Person Entrance Fee paid, less 4% for the first month of residency and 2% per month for 23 additional months of residency until the refund is reduced to 50% of the first person entrance fee paid. The refund shall also be minus all amounts due to the COMMUNITY for unpaid Monthly Fees and accrued interest thereon, advances made by the COMMUNITY pursuant to Section X, and any other amounts due to the COMMUNITY. No portion of the Second Person Entrance Fee is refundable. The Community will make the refund no later than 30 days after a new resident pays the then applicable Entrance Fee for the Living Accommodation vacated by RESIDENT. In the case of joint occupancy of a Living Accommodation, no refund will be made until both RESIDENTS have died or terminated residence at the COMMUNITY. No refund will be*

*made upon transfer of a RESIDENT or RESIDENTS, in the case of joint occupancy of a Living Accommodation, to the Health Center on a temporary or permanent basis.*

*B. Hardship. If RESIDENT experiences a Hardship, the COMMUNITY will make the refund (i) no later than twelve (12) months from the date of termination if the COMMUNITY is at eighty percent (80%) or greater occupancy, or (ii) no later than twenty-four (24) months from the date of termination if the COMMUNITY is at less than eighty percent (80%) occupancy.*

*For purposes of this Section, “Hardship” means a change in circumstances that has necessitated the termination of this Agreement, and which has made it so that RESIDENT cannot obtain Acceptable Living Accommodations or health care services from the COMMUNITY, but cannot otherwise pay for necessary room, board, or health care services outside of the COMMUNITY without the refund. “Acceptable Living Accommodations” are those which are within the financial means of the RESIDENT, provide for needed health care services, including mental health services, and which respect and reflect the right of the RESIDENT to self-determination, dignity, religious affiliations, freedom of association, and other personal interests as described in New Hampshire’s Patients’ and Senior Citizens’ Bill of Rights laws.*

*If RESIDENT and COMMUNITY disagree as to the existence of Hardship, COMMUNITY will give RESIDENT a written explanation of its position. We will, of course, be available to discuss the position we have taken. Should you, however, wish to take this matter up with the New Hampshire Insurance Department, it maintains a consumer service division to investigate resident complaints at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301. The New Hampshire Insurance Department may be reached, toll-free, by dialing 1-800-842-3416.*

#### **X. COVENANTS OF PROVIDER**

*PROVIDER covenants and agrees:*

*A. That it is and shall be the declared intent and policy of PROVIDER not to terminate the residency of RESIDENT solely by reason of the financial inability of RESIDENT to pay the total Monthly Fee. If RESIDENT is unable to meet the financial obligations to PROVIDER (“hardship” provision as required by NHCAR Part Ins. 1808.02), Under RSA 151:21 VII. and RSA 161-M:3 I.(d), RESIDENT will have the right to make a determination at the time of “hardship” as to a refund of the entrance fee pursuant to the terms of the Resident Agreement under Section VII. F. NHCAR Part Ins. 1808.02(f)(3). RESIDENT will also provide to PROVIDER financial information which will justify that the Resident is unable to pay the total Monthly Fee. When RESIDENT establishes facts to justify the need for financial assistance, PROVIDER will, if it can do so and without impairing the ability of the COMMUNITY to operate on a sound financial basis, subsidize RESIDENT'S monthly Service Fee. In the event financial assistance is granted, RESIDENT shall be liable to PROVIDER for the full amount of the subsidy*

*received by RESIDENT which will be charged first against RESIDENT'S refundable portion of the Entrance Fee and, to the extent of any deficiency amount if thereafter, shall be due and payable at such time as RESIDENT has sufficient funds therefore, and otherwise should be due and payable from and enforceable against RESIDENT'S estate. In the case of PROVIDER subsidizing RESIDENT'S Monthly Service Fee, PROVIDER reserves the right to require RESIDENT to transfer to a smaller living accommodation when available, in order to reduce the Monthly Service Fee.*

#### **XI. COVENANTS OF RESIDENT**

*RESIDENT covenants and agrees:*

- A. To comply with all present and future rules adopted by PROVIDER for the convenience, comfort and safety of all Residents of the COMMUNITY.*
- B. To promptly pay PROVIDER all payments as provided in and required by this -Agreement.*
- C. To seek to maintain the ideals set forth in Section I of this Agreement.*
- D. To complete such forms as may be requested by PROVIDER as required for insurance, `regulatory and other purposes which may require disclosure of personal data and information about RESIDENT.*
- E. Not to impair RESIDENTS ability to meet financial obligations of RESIDENT under this Agreement, by transferring assets without fair consideration.*
- F. To abide by all other terms of this Agreement.*

#### **XII. REPRESENTATION AND WARRANTIES OF PROVIDER**

*PROVIDER represents and warrants that PROVIDER has full authority to enter into this Agreement.*

#### **XIII. REPRESENTATION AND WARRANTIES OF RESIDENT**

- A. RESIDENT represents and warrants to PROVIDER that all facts stated on any forms or applications submitted by RESIDENT or on behalf of RESIDENT to PROVIDER are true and complete and are the basis for residency.*
- B. RESIDENT represents and warrants to PROVIDER that RESIDENT has not made a gift or loan of RESIDENT'S property in contemplation of execution of this Agreement.*

#### **XIV. MISCELLANEOUS**

- A. This Agreement contains all of the representations and agreements made by the parties for the purposes set forth in Section I. Agreements or representations not contained in this Agreement shall be unenforceable unless they are set*

*forth in writing and executed by PROVIDER and RESIDENT or as set forth in the Resident Handbook.*

- B. The invalidity of all or any part of any restriction, condition or other provision of this Agreement shall not impair or affect in any way the validity or enforceability of the rest of this Agreement. Likewise, the failure of any party to meet his/her obligations under any one or more of the Sections of this Agreement, with the exception of the satisfaction of the conditions precedent, shall in no way void or alter the remaining obligations of the parties.*
- C. It is expressly understood and agreed by the parties that this Agreement does not transfer nor grant to RESIDENT any interest in real or personal property owned by PROVIDER.*
- D. This Agreement shall be construed and enforced under the laws of the State of New Hampshire.*
- E. This Agreement has been executed on behalf of PROVIDER by its duly authorized agent, and no officer, trustee, agent or employee of PROVIDER shall have personal liability under this Agreement to RESIDENT under any circumstances.*
- F. PROVIDER reserves the right to establish different Entrance Fee amounts, and Monthly Service Fees for persons assuming residence at the COMMUNITY after the date of this Agreement.*
- G. PROVIDER recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation to legitimate emergencies and to notify RESIDENT of scheduled work in advance.*

*RESIDENT recognizes and accepts the right of PROVIDER to enter RESIDENT'S Living Accommodation in order to carry out the purpose and intent of this Agreement. Such right of entrance shall be for the purpose of:*

- 1. Performance of scheduled housekeeping duties.*
- 2. Response to any medical alert system.*
- 3. Response to the fire alert system.*
- 4. Entrance if RESIDENT is reported missing or as not having respond to calls.*
- 5. Scheduled or emergency maintenance.*

*H. It is understood that any authority or responsibility given by this Agreement to PROVIDER'S CEO or Medical Director may be delegated by him/her to any one or more other members of PROVIDER'S staff.*

I. RESIDENT agrees to provide PROVIDER with the following information at the time of occupancy: name and address of attorney or executor; a person designated as RESIDENT'S personal representative to assist in matters requiring decisions concerning RESIDENT; persons to be notified in case of emergency.

J. RESIDENT agrees to execute a durable power of attorney to carry out the terms of this Agreement on RESIDENT'S behalf in the event of the incapacity of RESIDENT to act in his/her own behalf. A copy of said power of attorney will be made available to PROVIDER and filed in the Office of the Director of Resident Services.

K. PROVIDER shall have the right to adopt policies, procedures and rules regarding residence consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by PROVIDER.

L. The COMMUNITY'S Residents will be members of the Residents' Association, which will elect a Residents' Council from among the RESIDENTS.

M. PROVIDER may enter into agreements with other RESIDENTS or non-residents which may contain terms different from those contained in this Agreement. Despite such difference, this Agreement alone sets forth RESIDENT'S rights and obligations with respect to RESIDENT'S care and residence at the COMMUNITY. RESIDENT shall have no right to determine the admission, terms of admission; placement or dismissal of any other RESIDENT and RESIDENT shall not be deemed the third party beneficiary of any agreement between PROVIDER and any other RESIDENT or non-resident.

N. The failure of PROVIDER in any one or more instances to insist upon strict performance, observance or compliance by RESIDENT with any terms or provisions of this Agreement shall not be construed to be a waiver of its right to insist upon strict compliance by RESIDENT with all of the terms and provisions of this Agreement.

#### XV. DISCLOSURE BOOKLET

A. RESIDENT acknowledges that he (she) (they) has (have) received and read, with the Agreement, the RiverMead Disclosure Statement (the "Disclosure Statement") dated \_\_\_\_\_.

B. A description of the health and financial conditions required for an applicant to be accepted as a RESIDENT is set forth in the Disclosure Statement, which descriptions are incorporated herein by reference. After occupancy by RESIDENT of a Living Accommodation, PROVIDER is obligated to permit continued residency by RESIDENT unless the Agreement is terminated in accordance with Section VII or VIII. Reference is also made to Section X setting forth the policy of PROVIDER to subsidize Monthly Service Fees under certain circumstances of need.



*Exhibit A*

*Resident's Right of Rescission*

*Any individual who executes a Residence and Care Agreement with RiverMead, in accordance with New Hampshire law, may rescind and cancel that Agreement, without penalty or forfeiture, as long as written notice of the decision to cancel is given within ten (10) days of the date of execution of the Residence and Care Agreement. You are not required to move into RiverMead before the expiration of the ten-day rescission period. No other agreement or statement signed by you shall constitute a waiver of the right to rescind the contract or agreement within the ten-day rescission period. The attached Residence and Care Agreement was executed on \_\_\_\_\_. If you decide to cancel the Residence and Care Agreement within ten days of execution of the Agreement, complete this form and mail it to RiverMead by midnight on \_\_\_\_\_. It must be postmarked no later than midnight on \_\_\_\_\_ and addressed to RiverMead, Attn: Marketing Office, 150 RiverMead Road, Peterborough, NH 03458.*

*After the ten-day period noted above, a Residence and Care Agreement may still be terminated and all of the terms of termination contained in the Residence and Care Agreement shall be in effect.*

*NOTICE:*

*I (we) wish to hereby notify RiverMead that I (we) wish to cancel the Residence and Care Agreement which we executed on \_\_\_\_\_. I (we) understand that as long as this notice is given within ten (10) days of the date of execution that any deposit will be refunded promptly without penalty or forfeiture.*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

*Received By:*

\_\_\_\_\_  
*RiverMead Representative*

\_\_\_\_\_  
*Date*

EXHIBIT E  
TRADITIONAL PLAN  
RESIDENCE AND CARE AGREEMENT

March, 2018

RIVERMEAD  
TRADITIONAL  
RESIDENCE AND CARE AGREEMENT

March, 2018

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*RIVERMEAD  
TRADITIONAL  
RESIDENCE AND CARE AGREEMENT*

*I. RECITALS*

*Peterborough Retirement Community at Upland Farm, Inc. (PROVIDER), a non-profit New Hampshire corporation, operates a continuing care retirement community for individuals age 62 or older, known as RiverMead, (COMMUNITY) which is located in Peterborough, New Hampshire. PROVIDER seeks to provide quality continuing care to residents in well designed surroundings and with services so that residents may enjoy an independent lifestyle, having the contentment of knowing that additional supportive services and care are available if ever needed.*

*This Agreement is made between PROVIDER and \_\_\_\_\_ (RESIDENT, or when two people are named in this Agreement, each of them, and the survivor of them). RESIDENT, having signed this Agreement, wishes to live at the COMMUNITY and to enjoy, consistent with the rights and welfare of other residents, the facilities and services provided in the COMMUNITY as defined below.*

*This Agreement is made and entered into between PROVIDER and RESIDENT on \_\_\_\_\_ 20\_\_\_\_\_, as a commitment by RESIDENT and PROVIDER to the terms and conditions set forth in this Agreement.*

*II. OBLIGATIONS OF THE PROVIDER*

*Beginning with the date on which RESIDENT moves in and occupies one of the units in the COMMUNITY (the unit provided to RESIDENT is called the "Living Accommodation"), PROVIDER agrees to make Living Accommodations available to RESIDENT for RESIDENT'S life, together with the facilities, services and medical care provided in this Agreement.*

*The Living Accommodation will include a complete kitchen with refrigerator, dishwasher, microwave, garbage disposal, and a range with oven, any additional appliances as may be offered in the Living Accommodation selected, an emergency call system, a smoke detector, sprinkler system, a master television antenna hook-up, carpeting (except kitchen and bath), and window coverings. Any additional amenities or substitutions to the items normally offered in the Living Accommodations shall be at the expense of RESIDENT and be specifically set forth as an addendum to this Agreement.*

*III. DESCRIPTION OF FACILITIES AND SERVICES*

*A. Community Center*

*RESIDENT may use the dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center which PROVIDER has made available for the use and enjoyment of the residents of RiverMead. Such use is subject to reasonable rules, established by the PROVIDER, which shall be applicable to all RESIDENTS.*

*B. Health Center*

*PROVIDER will supply care in the on-site Health Center when medically necessary without any increase in the then current monthly fee, except for the charge for two extra meals per day, laundry and other expenses not covered in this Agreement. If accommodations are not immediately available in the on-site Health Center, PROVIDER will be responsible to pay for similar services at an off site long term care facility. RESIDENT would be transferred back to the Health Center as soon as accommodations are available.*

*C. Food Services*

*1. Meal Services. Two nutritionally balanced meals a day will be available at the Community Center. One meal a day is included in the Monthly Service Fee. RESIDENT may elect to take additional meals at the prevailing extra charge.*

*2. Tray Service. Tray service will be provided in the Living Accommodations during minor short-term illnesses of 14 days or less when approved by the PROVIDER'S Medical Director or his/her designee for the one meal a day included in the Monthly Fee. If additional meals and tray service are required, a charge will be incurred by RESIDENT for the additional meals not covered in the Monthly Fee.*

*3. Private Dining Room. Two private dining rooms are available for family gatherings or other special occasions for RESIDENT, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.*

*4. Guest Meals. Guest meals will be provided for guests of RESIDENT at the COMMUNITY. Fees for guest meals may be charged to RESIDENT and will be reflected on RESIDENT'S monthly statement.*

*D. Housekeeping. Light Housekeeping services will be provided every other week at no additional charge in RESIDENT'S Living Accommodation. Resident's bed linens will be cleaned weekly at no additional charge. On an annual basis, heavy housekeeping service will be provided which shall include cleaning windows and moving furniture. RESIDENT is responsible for maintaining Living Accommodation in a clean and sanitary condition. Additional housekeeping services will be available to RESIDENT at an additional charge.*

*E. Maintenance. Furnishings, appliances, and other property and equipment supplied by the COMMUNITY will be repaired and maintained or replaced by the COMMUNITY. Repairs, maintenance and replacement of Resident's personal property will be the responsibility of the Resident.*

*F. Utilities. Sewer, water, electricity, heat and air conditioning, cable tv, internet and trash removal will be furnished at no additional cost to RESIDENT. RESIDENT is responsible for the cost of telephone service to the Living Accommodation.*

*G. Grounds. Basic grounds keeping, including lawn service and common area gardens, will be furnished at no additional cost to RESIDENT.*

*H. Gardens. Ground floor RESIDENTS and RESIDENTS of cottages may plant flowers, greenery and other non-wild, non-food bearing plants around their patio areas in dimensions determined by the COMMUNITY. A portion of the campus of the COMMUNITY will be designated for RESIDENT garden plots for the growing of vegetables and flowers. RESIDENTS may reserve these garden plots at no additional charge.*

*I. Local Transportation. PROVIDER will provide scheduled local transportation for RESIDENTS to shopping centers, banks and other points of common interest, as well as individual trips to physicians, dentists and hospitals within the local area of the COMMUNITY in the event other conveyance is unavailable and transportation is requested in advance.*

*J. Activities. PROVIDER will provide a planned schedule of social, cultural, educational, recreational and religious activities. PROVIDER reserves the right to pass on to RESIDENT the costs incurred in providing programs which require special materials, admission fees, charter bus service or other outside expenses.*

*K. Emergency Service. An emergency call system will be located within each Living Accommodation. Any emergency call received from a RESIDENT will be answered twenty-four hours a day, seven days a week.*

*L. Storage Areas. A storage area, capable of being locked, will be available for use by RESIDENT of each apartment unit. Each cottage unit has a garage with extra space for storage.*

*M. Taxes. PROVIDER is responsible for any real estate taxes assessed to the COMMUNITY.*

*N. Beautician/Barber Services. Beautician and Barber services will be available to RESIDENT in the COMMUNITY at an additional charge, payable by RESIDENT. These services are provided by and paid directly to an independent contractor.*

*O. Country Store. A Country Store will be available to RESIDENT during scheduled hours of operation. Purchases will be an additional charge to RESIDENT.*

*P. Parking. Lighted and well-maintained parking areas will be available to RESIDENT at no additional charge. Covered parking on the Mead campus may be available to RESIDENT of an apartment at an additional charge.*

#### **IV. THE HEALTH CENTER**

*The RESIDENT is entitled to care in the Health Center as needed, without an increase in the then current Monthly Service Fee, except for a charge for two additional meals daily. RESIDENT will have the right to be treated, at his or her option and expense, by any physician of his or her choice. Upon occupancy of the Living Accommodation, or in any event upon admission to the Health Center, RESIDENT, if competent, or RESIDENT'S representative, if RESIDENT is not competent, shall designate such physician as RESIDENT'S attending physician and shall keep PROVIDER*

*informed of any change. PROVIDER will designate as Medical Director a physician licensed to practice medicine in the State of New Hampshire. The Medical Director or a qualified physician designated by him or her will be on emergency call. Beyond emergencies, RESIDENT, at his or her option and expense, will be at liberty to engage the services of the Medical Director. PROVIDER will not be responsible for the cost of physician services, including RESIDENT'S attending physician, or hospital services, nor will PROVIDER be responsible for the cost of private duty nursing, medicine, drugs, durable medical equipment, prescribed therapy, and the like. PROVIDER shall not be responsible for any service rendered outside the Health Center except as described in Section III B or Section IV B. Transfer of RESIDENT to a hospital of his or her choice may take place at the request of RESIDENT or RESIDENT'S representative or when deemed to be medically necessary by the Medical Director after consultation with RESIDENT'S attending physician and RESIDENT or RESIDENT'S representative.*

*A. Care in the Health Center*

*1. Temporary Nursing Care. If RESIDENT is in need of temporary nursing care as determined by RESIDENT'S physician and/or PROVIDER'S Medical Director, PROVIDER shall provide nursing care in the Health Center. RESIDENT'S private physician may attend to RESIDENT in the Health Center.*

*2. Permanent Nursing Care. In the event the physical or mental health of RESIDENT requires that permanent nursing care be given, RESIDENT agrees to relocate to the Health Center.*

*3. Supported Residential Care. Supported Residential Care accommodations will be provided for RESIDENTS whose health care needs cannot be adequately met in their Living Accommodations but do not, in the judgment of the Medical Director (in consultation with RESIDENT'S personal physician, if any), require the services provided in a Skilled Nursing bed. If RESIDENT is in need of temporary or permanent assisted living care as determined by RESIDENT'S physician or PROVIDER'S Medical Director, PROVIDER shall provide assisted living facilities and care. In the event the physical or mental health of RESIDENT requires that permanent assisted living be provided, RESIDENT agrees to relocate to the assisted living facility in the Health Center.*

*4. Utilization Review Committee. All decisions involving permanent transfer of RESIDENT to the Health Center will be made by a Utilization Review Committee consisting of at least the Medical Director, Health Center Administrator, Director of Nursing Services, a representative of the Health Center, PROVIDER'S CEO and RESIDENT or a personal representative of RESIDENT if so legally designated. If RESIDENT is (or in the case of double occupancy both RESIDENTS are) permanently transferred to the Health Center, PROVIDER shall have the right to assign the Living Accommodation for residency to others.*

*B. Illness or Accident away from the COMMUNITY*

*IF RESIDENT suffers an accident or illness while away from the COMMUNITY, PROVIDER will have no responsibility to pay for RESIDENT'S medical, surgical, or hospital care incurred or resulting from such accident or illness. PROVIDER will be responsible to pay a licensed nursing*

facility an amount that shall not exceed PROVIDER'S current cost for providing a RESIDENT with care in the Health Center. RESIDENT shall return to the COMMUNITY as soon as medically possible, as determined by PROVIDER'S Medical Director in consultation with RESIDENT'S attending physician at the other nursing facility. After RESIDENT returns to the COMMUNITY, PROVIDER shall assume its responsibility to provide those services as deemed necessary by PROVIDER'S Medical Director and/or RESIDENT'S attending physician as provided in this Agreement. In the event RESIDENT suffers an accident or illness while away from the COMMUNITY, RESIDENT shall continue to pay the Monthly Service Fee.

*C. Psychiatric or Dangerous Diseases*

The COMMUNITY is not licensed to care for persons who are afflicted with psychiatric, contagious or dangerous disease. If PROVIDER'S Medical Director, Utilization Review Committee or their designees determine that RESIDENT'S continued presence in the COMMUNITY is either dangerous or detrimental to the health or peace of RESIDENT or other RESIDENTS, then PROVIDER may transfer RESIDENT to an institution of PROVIDER'S choosing and RESIDENT shall continue to pay the monthly service fee. PROVIDER shall then be responsible to pay said institution an amount not to exceed the cost of caring for the RESIDENT in the Health Center of the COMMUNITY.

*D. Medical Insurance to be maintained by RESIDENT*

RESIDENT will maintain, at RESIDENT'S cost, Medicare Part A and B and one supplemental health insurance policy acceptable to PROVIDER and shall furnish to PROVIDER such evidence of coverage as it may from time to time request to cover the cost of medical treatment for RESIDENT or for medicine, drugs, prescribed therapy and the like. RESIDENT shall be responsible to pay cost of the before-mentioned items that are not covered by insurance.

**V. COST TO RESIDENT**

*A. Entrance Fee*

RESIDENT agrees to pay the COMMUNITY a First Person Entrance Fee of \$ \_\_\_\_\_ plus a Second Person Entrance Fee of \$ \_\_\_\_\_ (If unit is to be occupied by two people). The Total Entrance Fee shall be \$ \_\_\_\_\_.

*B. Payment shall be made in the following manner: RESIDENT agrees to pay Thirty Five Percent (35%) of the Total Entrance Fee, \$ \_\_\_\_\_ upon execution of this Agreement.*

*C. Payment of Balance of Entrance Fees*

The balance of the Total Entrance Fee, \$ \_\_\_\_\_ is to be paid prior to residency, but in no event later than sixty (60) days following receipt of the 35% Entrance Fee deposit and the signed Residence and Care Agreements, unless this time is extended in writing by PROVIDER.

*D. Monthly Service Fee*

Beginning on the date of residency, RESIDENT shall pay to the COMMUNITY a Monthly Service Fee in an amount determined by PROVIDER based on the size of the Living Accommodation and

*the number of persons who reside in the Living Accommodation. The Monthly Service Fee shall be due on the tenth and paid no later than the tenth of each month during the term of this Agreement. An additional late payment service charge of 2% will be added to Monthly Service Fee payments for each month such payment is not received when due. The Monthly Service Fee shall be prorated for any partial month in which Resident begins or ends occupancy at the COMMUNITY. The Monthly Service Fee may be adjusted by PROVIDER from time to time to reflect changes in the cost to PROVIDER of achieving the COMMUNITY'S purposes. PROVIDER agrees that, in the exercise of its sole discretion, which shall be binding on RESIDENT, it will endeavor to maintain the Monthly Service Fee at the lowest feasible figure which in the judgment of PROVIDER is consistent with sound financial operation and maintenance of the quality of service the COMMUNITY was designed to provide. RESIDENT will be notified in writing of any Monthly Service Fee adjustment sixty (60) days in advance. In adjusting the Monthly Service Fee from time to time, PROVIDER will maintain reserve funds required by New Hampshire law and shall maintain other reserve funds, which are specifically dedicated to the support and financial security of the COMMUNITY.*

*The present Monthly Service Fee is \$\_\_\_\_\_ per month for single occupancy plus an additional \$\_\_\_\_\_ per month for double occupancy of a Living Accommodation.*

*E. Change of accommodation*

*1. Permanent Transfer to Health Center or Other Health Care Facility*

*PROVIDER will declare RESIDENT'S Living Accommodation vacant if RESIDENT has been permanently transferred to the Health Center or another health care facility. RESIDENT will be charged the current appropriate Monthly Service Fee the RESIDENT would pay for the Living Accommodation vacated plus an additional charge for the additional two meals served in the Health Center. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

*2. Relocation from Health Center back to Living Accommodation*

*Following permanent transfer to the Health Center, in the event RESIDENT should recover and be able to live independently in the Living Accommodation, PROVIDER will, as soon as possible, provide to RESIDENT a Living Accommodation similar to that previously occupied. RESIDENT shall be charged the current Monthly Service Fee for the Living Accommodation previously vacated or the Monthly Service Fee for the new Living Accommodation, whichever is smaller.*

*3. Transfer of One of Two RESIDENTS sharing a Living Accommodation*

*If two RESIDENTS occupy a Living Accommodation and one of them is permanently transferred to the Health Center or another health care facility, they will be charged the Monthly Service Fee they would have been charged had both of them remained in their Living Accommodation plus an additional charge for the additional two meals served in the Health Center. Neither RESIDENT will receive a refund of any portion of the Entrance Fee at the time of transfer.*

*4. Transfer to a Smaller Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a smaller Living Accommodation, RESIDENT will be permitted to do so, subject to availability.*

*Following the move, RESIDENT will pay the then current Monthly Service Fee for the smaller Living Accommodation. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

#### *5. Transfer to a Larger Living Accommodation*

*If a single RESIDENT or two RESIDENTS sharing a Living Accommodation should choose to move to a larger Living Accommodation, RESIDENT will be permitted to do so, subject to availability. RESIDENT will provide an additional Entrance Fee which represents the difference between the Entrance Fee RESIDENT has already paid and the Entrance Fee required for the larger Living Accommodation at the time of transfer. Following the move, RESIDENT will pay the then current Monthly Service Fee for the larger Living Accommodation.*

### *VI. CONDITIONS OF RESIDENCE*

#### *A. Resident's Right of Occupancy*

*RESIDENT'S right to occupy the Living Accommodation at the COMMUNITY shall exist and continue during RESIDENT'S lifetime subject to terms provided for in Section IV and V. Resident's Right of Occupancy under this Agreement is not assignable and no such rights or benefits under this Agreement shall inure to the representatives of RESIDENT.*

#### *B. Demise of RESIDENT sharing Living Accommodation*

*In the event of the demise of one of the RESIDENTS in a Living Accommodation with double occupancy, there will be no change in the remaining RESIDENT'S Living Accommodation and the Monthly Service Fee shall be reduced to the single occupancy rate.*

#### *C. Occupancy of Living Accommodation by RESIDENT only*

*No one other than the RESIDENT named in this Agreement shall have a right of occupancy in the Living Accommodation without the express written consent of the CEO, unless otherwise permitted pursuant to guest policies established by PROVIDER.*

#### *D. Accident caused by RESIDENT*

*PROVIDER shall not be liable for any claims, damages or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with the negligent or intentional act or omission of RESIDENT. Resident is advised to obtain liability insurance to cover such situations.*

#### *E. Removal of RESIDENT'S property upon termination of residency*

*RESIDENT or RESIDENT'S estate will be responsible for promptly removing all of RESIDENT'S furniture, possessions and property from the Living Accommodation. In the event removal of RESIDENT'S property is not accomplished within thirty (30) days after termination of residency for any reason, PROVIDER may remove and store such furniture, possessions and property at the expense of RESIDENT or RESIDENT'S estate.*

#### *F. Responsibility of Protection of RESIDENT'S Property*

*Furnishings within the Living Accommodation shall be provided by RESIDENT, except as stated in Section II. Furnishings provided by RESIDENT shall not interfere with the health, safety and*

*general welfare of other residents. PROVIDER shall not be responsible for the loss of any property belonging to RESIDENT or RESIDENT'S estate due to theft, mysterious disappearance, fire or any other cause, unless the care of said property is specifically accepted in writing by PROVIDER. RESIDENT shall be required, at his or her expense, to provide insurance sufficient to protect against such loss.*

#### *G. Rights to Real and Personal Property*

*The rights and privileges granted to RESIDENT by this Agreement do not include any right, title or interest in, or to any part of, the personal property, land, buildings or improvements owned or administered by PROVIDER. The right of RESIDENT hereunder is only a right to occupy.*

#### *H. Appointment of Legal Guardian*

*If RESIDENT becomes unable to properly care for himself/herself or his/her property and if RESIDENT has made no other designation of a person or legal entity to serve as guardian or power of attorney or the person so designated by RESIDENT is unavailable or cannot be communicated with in spite of good faith efforts, then RESIDENT authorizes PROVIDER to initiate legal guardianship proceedings as provided by law at RESIDENT'S expense. No employee or board member of PROVIDER or employee of any firm providing management services to PROVIDER or member of their families will be eligible to become attorney-in-fact or guardian of RESIDENT.*

#### *I. Responsibility of Resident to Maintain the Living Accommodation*

*RESIDENT will maintain the Living Accommodation in a clean, sanitary and orderly condition so that the Living Accommodation, when surrendered, shall be in as good a condition as at the commencement of occupancy, normal wear and tear excepted.*

#### *J. Residents' Council*

*PROVIDER will have an elected Residents' Council, the members of which are chosen by the Residents. The Residents' Council acts in an advisory capacity to the Staff of the COMMUNITY and serves to facilitate the exchange of ideas between Residents and Staff. The management of the COMMUNITY and CEO will hold regular meetings with Residents for the purpose of free discussion of policies, programs, services, etc.*

#### *K. General Facility Regulations*

*RESIDENT agrees to comply with COMMUNITY'S Resident Handbook, which will cover such things as use of public areas, normal operating hours of activity areas and similar items for the well-being of all RESIDENTS. Change of these day-to-day operating rules and regulations not specifically covered by this Agreement will be made only after consultation with Residents' Council officers and adequate notice given to RESIDENTS to ensure the health, safety and welfare of all RESIDENTS.*

#### *L. Responsibilities of Residents and Community for Repair and Maintenance*

*PROVIDER will perform and provide necessary repairs, maintenance and replacement of the COMMUNITY structure and building equipment. Repairs, maintenance and replacement of the property of RESIDENT will be the responsibility of RESIDENT.*

*M. Structural Changes in the Living Accommodation*

*Any structural or other physical change of any kind to the Living Accommodation may be made only upon the written approval of PROVIDER, the task to be accomplished using materials and workers approved and supervised by PROVIDER. The cost of any change requested by RESIDENT will be borne by RESIDENT unless otherwise agreed to in writing by PROVIDER. The approval of any change requested by RESIDENT will be conditioned upon the agreement by RESIDENT to bear the expense of the later restoration of the Living Accommodation to its original condition, unless otherwise approved in writing by PROVIDER.*

*N. Policy Concerning Pets*

*RESIDENT shall have the right to maintain in the Living Accommodation such small domestic pets, as approved by management. Pets which are required to be walked are only permitted in ground level Living Accommodations at the Mead and ground level and second floor at the Village. No pet shall be allowed to be a nuisance to other Residents and must be properly cared for at all times. Pets are not permitted in the common areas or in RiverMead vehicles.*

*O. Guest Privileges*

*RESIDENT has the right to have guests visit the Living Accommodation, but such visits shall be limited to eight (8) consecutive days, unless special permission is granted by PROVIDER'S CEO. Visiting children must be carefully supervised as RESIDENT must respectfully consider other Residents in the COMMUNITY. The only charge for such guests is for meals in the Dining Room.*

*P. Telephone Responsibility of Resident*

*RESIDENT may install a telephone in RESIDENT'S Living Accommodation at RESIDENT'S own expense. RESIDENT is responsible for paying the charges for such services to the provider of the service.*

*Q. Change in Laws*

*If changes are made to any of the statutes or regulations applicable to this Agreement, PROVIDER shall have the right to modify this Agreement to conform to changes in the law.*

*R. Marriage of RESIDENT*

*1. To a non-Resident. In the event RESIDENT marries, the spouse must meet residency requirements then in effect. The then current Additional Monthly Service Fee and Entrance Fee for a second person shall be applicable. If the spouse does not meet the then current requirements for residency, the spouse may not live in the Living Accommodation for more than thirty (30) days (except with the express approval of PROVIDER) and may not receive services (except with the express approval of PROVIDER), and RESIDENT may terminate this Agreement as provided in Section VII.*

*2. To another Resident. In the event that RESIDENT marries another RESIDENT, the RESIDENT giving up his/her Living Accommodation shall receive a refund based upon the policy governing voluntary termination as provided in Section IX.*

## VII. TERMINATION BY RESIDENT

A. *This Agreement may be rescinded by RESIDENT, without penalty, by written notice to PROVIDER given within ten (10) days from the date of its execution by RESIDENT. If RESIDENT properly rescinds within this period, PROVIDER shall refund, without interest, the portion of the Entrance Fee paid by RESIDENT as a deposit within 10 days of receipt of written notice of rescission.*

B. *Prior to residency in the COMMUNITY, in the event of (i) death of RESIDENT, or (ii) the inability of RESIDENT to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, this Agreement shall terminate and PROVIDER shall refund, within sixty (60) days of receipt of written notice, the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT and no further amounts will be due PROVIDER from RESIDENT. 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 to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, have the option to leave this Agreement in force or to terminate this Agreement under this Section VII B. If RESIDENT decides to leave this Agreement in force and move to the COMMUNITY as a single person, PROVIDER will refund, within sixty (60) days of receipt of written notice, the Second Person Entrance Fee Deposit.*

C. *After the expiration of ten (10) days from the date of execution of this Agreement by Resident and before the Living Accommodation selected by RESIDENT is available for occupancy, RESIDENT may terminate this Agreement for reasons other than those specified in Section VII B above. PROVIDER shall refund to RESIDENT the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT in accordance with Section V, no later than sixty (60) days after a new resident has signed an Agreement and paid the applicable Entrance Fee Deposit for a Living Accommodation of the type reserved by RESIDENT.*

D. *In the event the Living Accommodation is ready for residency and RESIDENT fails to occupy the Living Accommodation within (60) days of the date the Living Accommodation is ready for residency (unless a written extension is granted by PROVIDER), this Agreement shall be automatically extended and the Monthly Fee will be payable in accordance with Section V D unless RESIDENT terminates this Agreement pursuant to Section VII C or PROVIDER terminates this Agreement pursuant to Section VIII.*

E. *After RESIDENT has assumed residency at the COMMUNITY, RESIDENT, if he or she is competent, or, if he or she is not competent, RESIDENT'S representative may terminate this Agreement at any time during which RESIDENT has been transferred to an appropriate hospital or other facility pursuant to Section IV hereof. Prior to termination of this Agreement pursuant to this Subsection, RESIDENT or RESIDENT'S representative shall give PROVIDER thirty (30) days written notice and shall pay the Monthly Fee until the expiration of such time. RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*F. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT may terminate this Agreement for any reason other than the circumstances described in Section VII E above, provided only that RESIDENT shall give the PROVIDER one hundred twenty (120) days advance written notice, and shall pay the Monthly Service Fee until the expiration of such time. RESIDENT shall be entitled to a refund of a portion of the Entrance Fee in accordance with the terms of Section IX.*

*G. If, after becoming RESIDENTS of the COMMUNITY, joint RESIDENTS of a single Living Accommodation decide to separate or divorce, the RESIDENTS could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:*

*1. Both RESIDENTS request continued residence at the COMMUNITY, with one continuing to occupy the Living Accommodation and one moving to another Living Accommodation. In such case, the RESIDENT occupying the new Living Accommodation shall apply for admission and execute a new Residence and Care Agreement. The RESIDENT occupying the new Living Accommodation will pay the then applicable Entrance Fee, less a credit for the Second Person Entrance Fee previously paid. Both RESIDENTS will pay the then applicable Monthly Fee for the living accommodation they occupy.*

*2. One RESIDENT decides to leave the COMMUNITY. In such case, the remaining RESIDENT will pay the then applicable Single Person Monthly Fee and there shall be no Entrance Fee refund at that time.*

*3. Both RESIDENTS decide to leave the COMMUNITY. In such case, the standard refund provisions of this Agreement as set forth in Section IX shall prevail.*

*H. If, after becoming RESIDENTS of the COMMUNITY, one RESIDENT of a jointly occupied Living Accommodation dies and the survivor continues to occupy the Living Accommodation, the survivor shall pay the then applicable Single Person Monthly Fee. There shall be no refund of the Entrance Fee at that time.*

*I. In the event that RESIDENT asks to move to a different Living Accommodation and PROVIDER approves such move, such move shall not terminate the Residence and Care Agreement, but RESIDENT shall execute an amendment to the Agreement and pay the then applicable Monthly Fee for the newly occupied Living Accommodation and shall pay the difference between the Entrance Fee paid and the then applicable Entrance Fee for the newly occupied Living Accommodation, if higher. If lower, RESIDENT will not be entitled to a refund of the difference between the amount paid and the then applicable Entrance Fee of the newly occupied Living Accommodation. RESIDENT agrees to pay a fee, determined by PROVIDER, for redecorating of the Living Accommodation RESIDENT is vacating.*

### **VIII. TERMINATION BY PROVIDER**

*PROVIDER may terminate this agreement only upon written notice and allowing a sufficient period of time for RESIDENT to correct, as provided in this Section, any of the following events (called a "Default"). Notice to the Resident of Termination by Provider will be no less than 30 days in advance of termination.*

*A. Material misrepresentations or omissions on the financial statement or medical record and any other required application material.*

*B. Failure of RESIDENT to comply with the present and future reasonable operating procedures for the COMMUNITY or the covenants of RESIDENT, or creation by RESIDENT of a disturbance within the COMMUNITY detrimental to the health, safety or peaceful lodging of other RESIDENTS.*

*C. Failure of RESIDENT to pay the Monthly Service Fee or other charges when due, unless mutually satisfactory written arrangements have been made as identified in Section X B. Default under this section shall not occur for at least ninety (90) days after notice of nonpayment.*

*D. Determination that RESIDENT has failed to comply with covenants, representations and warranties contained in this Agreement.*

*E. Failure of RESIDENT to pay the balance of the entrance fee as required by Section V.*

*Prior to termination for any default of RESIDENT described in Section VIII A, B, C or D above, PROVIDER shall give RESIDENT notice in writing of such default and RESIDENT shall have sixty (60) days from the date of actual notice within which to correct such default. If RESIDENT corrects such default within such time, then 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.*

*In addition, PROVIDER may terminate this Agreement upon less than sixty (60) days notice by written determination, made by at least two (2) doctors, one of whom is not an employee or associated with the COMMUNITY, that RESIDENT is a danger to himself or others while remaining in the COMMUNITY.*

*The written determination shall state: (i) that the determination is made in good faith; (ii) the reasons supporting the determination that RESIDENT is a danger to himself/herself or others; (iii) the basis for the conclusion that there is no less restrictive alternative to dismissal, discharge or cancellation, as the case may be, for abating the dangerousness of RESIDENT, and (iv) the basis for the conclusion that the danger is such that a notice period of less than sixty (60) days is appropriate.*

*In the event of termination by PROVIDER, RESIDENT'S refund, if any, will be calculated in the manner set forth in Section IX.*

## **IX. REFUND OF ENTRANCE FEE**

*A. General Rule. If RESIDENT dies or terminates residency at the COMMUNITY, RESIDENT or RESIDENT'S designee shall be entitled to a refund equal to the First Person Entrance Fee paid, less 4% for the first month of residency and 2% per month for each additional month of residency until the refund is reduced to zero. The refund shall also be minus all amounts due to the COMMUNITY for unpaid Monthly Fees and any late payment service charges, advances made by the COMMUNITY pursuant to Section X, and any other amounts due to the COMMUNITY. No portion of the Second Person Entrance Fee is refundable. The Community will make the refund no later than 30 days after a new resident pays the then applicable Entrance Fee for the Living Accommodation vacated by RESIDENT. In the case of joint occupancy of a Living Accommodation, no refund will be made until both RESIDENTS have died or terminated residency at the COMMUNITY. No refund will be made upon transfer of a RESIDENT or RESIDENTS, in the case of joint occupancy of a Living Accommodation, to the Health Center on a temporary or permanent basis.*

*B. Hardship. If RESIDENT experiences a Hardship, the COMMUNITY will make the refund (i) no later than twelve (12) months from the date of termination if the COMMUNITY is at eighty percent (80%) or greater occupancy, or (ii) no later than twenty-four (24) months from the date of termination if the COMMUNITY is at less than eighty percent (80%) occupancy.*

*For purposes of this Section, "Hardship" means a change in circumstances that has necessitated the termination of this Agreement, and which has made it so that RESIDENT cannot obtain Acceptable Living Accommodations or health care services from the COMMUNITY, but cannot otherwise pay for necessary room, board, or health care services outside of the COMMUNITY without the refund. "Acceptable Living Accommodations" are those which are within the financial means of the RESIDENT, provide for needed health care services, including mental health services, and which respect and reflect the right of the RESIDENT to self-determination, dignity, religious affiliations, freedom of association, and other personal interests as described in New Hampshire's Patients' and Senior Citizens' Bill of Rights laws.*

*If RESIDENT and COMMUNITY disagree as to the existence of Hardship, COMMUNITY will give RESIDENT a written explanation of its position. We will, of course, be available to discuss the position we have taken. Should you, however, wish to take this matter up with the New Hampshire Insurance Department, it maintains a consumer service division to investigate resident complaints at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301. The New Hampshire Insurance Department may be reached, toll-free, by dialing 1-800-842-3416.*

## X. COVENANTS OF PROVIDER

*PROVIDER covenants and agrees:*

A. *That it is and shall be the declared intent and policy of PROVIDER not to terminate the residency of RESIDENT solely by reason of the financial inability of RESIDENT to pay the total Monthly Fee. If RESIDENT is unable to meet the financial obligations to PROVIDER (“hardship” provision as required by NHCAR Part Ins. 1808.02), Under RSA 151:21 VII. and RSA 161-M:3 I.(d), RESIDENT will have the right to make a determination at the time of “hardship” as to a refund of the entrance fee pursuant to the terms of the Resident Agreement under Section VII. F. NHCAR Part Ins., 1808.02(f)(3)., RESIDENT will also provide to PROVIDER financial information which will justify that the Resident is unable to pay the total Monthly Fee. When RESIDENT establishes facts to justify the need for financial assistance, PROVIDER will, if it can do so and without impairing the ability of the COMMUNITY to operate on a sound financial basis, subsidize RESIDENT'S monthly Service Fee. In the event financial assistance is granted, RESIDENT shall be liable to PROVIDER for the full amount of the subsidy received by RESIDENT which will be charged first against RESIDENT'S refundable portion of the Entrance Fee and, to the extent of any deficiency amount if thereafter, shall be due and payable at such time as RESIDENT has sufficient funds therefore, and otherwise should be due and payable from and enforceable against RESIDENT'S estate. In the case of PROVIDER subsidizing RESIDENT'S Monthly Service Fee, PROVIDER reserves the right to require RESIDENT to transfer to a smaller living accommodation when available, in order to reduce the Monthly Service Fee.*

## XI. COVENANTS OF RESIDENT

*RESIDENT covenants and agrees:*

A. *To comply with all present and future rules adopted by PROVIDER for the convenience, comfort and safety of all Residents of the COMMUNITY.*

B. *To promptly pay PROVIDER all payments as provided in and required by this Agreement.*

C. *To seek to maintain the ideals set forth in Section I of this Agreement.*

D. *To complete such forms as may be requested by PROVIDER as required for insurance, regulatory and other purposes which may require disclosure of personal data and information about RESIDENT.*

E. *Not to impair RESIDENT'S ability to meet financial obligations of RESIDENT under this Agreement, by transferring assets without fair consideration.*

F. *To abide by all other terms of this Agreement.*

## **XII. REPRESENTATION AND WARRANTIES OF PROVIDER**

*PROVIDER represents and warrants that PROVIDER has full authority to enter into this Agreement.*

## **XIII. REPRESENTATION AND WARRANTIES OF RESIDENT**

*A. RESIDENT represents and warrants to PROVIDER that all facts stated on any forms or applications submitted by RESIDENT or on behalf of RESIDENT to PROVIDER are true and complete and are the basis for residency.*

*B. RESIDENT represents and warrants to PROVIDER that RESIDENT has not made a gift or loan of RESIDENT'S property in contemplation of execution of this Agreement.*

## **XIV. MISCELLANEOUS**

*A. This Agreement contains all of the representations and agreements made by the parties for the purposes set forth in Section I. Agreements or representations not contained in this Agreement shall be unenforceable unless they are set forth in writing and executed by PROVIDER and RESIDENT or as set forth in the Resident Handbook.*

*B. The invalidity of all or any part of any restriction, condition or other provision of this Agreement shall not impair or affect in any way the validity or enforceability of the rest of this Agreement. Likewise, the failure of any party to meet his/her obligations under any one or more of the Sections of this Agreement, with the exception of the satisfaction of the conditions precedent, shall in no way void or alter the remaining obligations of the parties.*

*C. It is expressly understood and agreed by the parties that this Agreement does not transfer nor grant to RESIDENT any interest in real or personal property owned by PROVIDER.*

*D. This Agreement shall be construed and enforced under the laws of the State of New Hampshire.*

*E. This Agreement has been executed on behalf of PROVIDER by its duly authorized agent, and no officer, trustee, agent or employee of PROVIDER shall have personal liability under this Agreement to RESIDENT under any circumstances.*

*F. PROVIDER reserves the right to establish different Entrance Fee amounts, and Monthly Service Fees for persons assuming residence at the COMMUNITY after the date of this Agreement.*

*G. PROVIDER recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation to legitimate emergencies and to notify RESIDENT of scheduled work in advance.*

*RESIDENT recognizes and accepts the right of PROVIDER to enter RESIDENT'S Living Accommodation in order to carry out the purpose and intent of this Agreement. Such right of entrance shall be for the purpose of:*

- 1. Performance of scheduled housekeeping duties.*
- 2. Response to any medical alert system.*
- 3. Response to the fire alert system.*
- 4. Entrance if RESIDENT is reported missing or as not having responded to calls.*
- 5. Scheduled or emergency maintenance.*

*H. It is understood that any authority or responsibility given by this Agreement to PROVIDER'S CEO or Medical Director may be delegated by him/her to any one or more other members of PROVIDER'S staff.*

*I. RESIDENT agrees to provide PROVIDER with the following information at the time of occupancy: name and address of attorney or executor; a person designated as RESIDENT'S personal representative to assist in matters requiring decisions concerning RESIDENT; persons to be notified in case of emergency.*

*J. RESIDENT agrees to execute a durable power of attorney to carry out the terms of this Agreement on RESIDENT'S behalf in the event of the incapacity of RESIDENT to act in his/her own behalf. A copy of said power of attorney will be made available to PROVIDER and filed in the Office of the Director of Resident Services.*

*K. PROVIDER shall have the right to adopt policies, procedures and rules regarding residence consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by PROVIDER.*

*L. The COMMUNITY'S Residents will be members of the Residents' Association, which will elect a Residents' Council from among the RESIDENTS.*

*M. PROVIDER may enter into agreements with other RESIDENTS or non-residents which may contain terms different from those contained in this Agreement. Despite such difference, this Agreement alone sets forth RESIDENT'S rights and obligations with respect to RESIDENT'S care and residence at the COMMUNITY. RESIDENT shall have no right to determine the admission, terms of admission, placement or dismissal of any other RESIDENT and RESIDENT shall not be deemed the third party beneficiary of any agreement between PROVIDER and any other RESIDENT or non-resident.*

*N. The failure of PROVIDER in any one or more instances to insist upon strict performance, observance or compliance by RESIDENT with any terms or provisions of this Agreement shall not be construed to be a waiver of its right to insist upon strict compliance by RESIDENT with all of the terms and provisions of this Agreement.*

**XV. DISCLOSURE BOOKLET**

A. *RESIDENT* acknowledges that he (she) (they) has (have) received and read, with the Agreement, the RiverMead Disclosure Statement (the "Disclosure Statement") dated \_\_\_\_\_.

B. A description of the health and financial conditions required for an applicant to be accepted as a *RESIDENT* is set forth in the Disclosure Statement, which descriptions are incorporated herein by reference. After occupancy by *RESIDENT* of a Living Accommodation, *PROVIDER* is obligated to permit continued residency by *RESIDENT* unless the Agreement is terminated in accordance with Section VII or VIII. Reference is also made to Section X setting forth the policy of *PROVIDER* to subsidize Monthly Service Fees under certain circumstances of need.

C. No special escrow account has been established for the purpose of holding reserves after the operation of the *COMMUNITY* has commenced. Reference is made to the Disclosure Statement for a discussion of the use of deposits prior to occupancy and initial reserves after occupancy. The reserves set forth are the estimates and assumptions of *PROVIDER* which are believed to be reasonable and in compliance with New Hampshire law, but which estimates cannot be guaranteed. All assets of *PROVIDER* are under the control and direction of its Board of Trustees, information about whom is set forth in the Disclosure Statement, which information is incorporated herein by reference.

By my signature, I/We certify that I/We have read this Agreement, its terms and conditions and that I/We hereby agree to be bound by such terms and conditions.

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Date*

*Peterborough Retirement Community at Upland Farm, Inc.*

By: \_\_\_\_\_  
*Representative*

\_\_\_\_\_  
*Date*

Exhibit A

*Resident's Right of Rescission*

*Any individual who executes a Residence and Care Agreement with RiverMead, in accordance with New Hampshire law, may rescind and cancel that Agreement, without penalty or forfeiture, as long as written notice of the decision to cancel is given within ten (10) days of the date of execution of the Residence and Care Agreement. You are not required to move into RiverMead before the expiration of the ten-day rescission period. No other agreement or statement signed by you shall constitute a waiver of the right to rescind the contract or agreement within the ten-day rescission period. The attached Residence and Care Agreement was executed on \_\_\_\_\_. If you decide to cancel the Residence and Care Agreement within ten days of execution of the Agreement, complete this form and mail it to RiverMead by midnight on \_\_\_\_\_. It must be postmarked no later than midnight on \_\_\_\_\_ and addressed to RiverMead, Attn: Marketing Office, 150 RiverMead Road, Peterborough, NH 03458.*

*After the ten-day period noted above, a Residence and Care Agreement may still be terminated and all of the terms of termination contained in the Residence and Care Agreement shall be in effect.*

**NOTICE:**

*I (we) wish to hereby notify RiverMead that I (we) wish to cancel the Residence and Care Agreement which we executed on \_\_\_\_\_. I (we) understand that as long as this notice is given within ten (10) days of the date of execution that any deposit will be refunded promptly without penalty or forfeiture.*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

**Received By:**

\_\_\_\_\_  
*RiverMead Representative*

\_\_\_\_\_  
*Date*

EXHIBIT F

SUPPORTED RESIDENTIAL CARE

RESIDENCE AND CARE AGREEMENT

March, 2018

RIVERMEAD  
SUPPORTED RESIDENTIAL CARE  
RESIDENCE AND CARE AGREEMENT

March, 2018

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**RIVERMEAD  
SUPPORTED RESIDENTIAL CARE  
RESIDENCE AND CARE AGREEMENT**

**L RECITALS**

*Peterborough Retirement Community at Upland Farm, Inc. (PROVIDER), a non-profit New Hampshire corporation, operates a continuing care retirement community for individuals age 62 or older, known as RiverMead, (COMMUNITY) which is located in Peterborough, New Hampshire. PROVIDER seeks to provide quality continuing care to residents in well designed surroundings and with services so that residents may enjoy a dignified lifestyle through support services provided in a Supported Residential Care Unit and having the contentment of knowing that additional supportive services and care are available if ever needed.*

*This Agreement is made between PROVIDER and \_\_\_\_\_ (RESIDENT, or when two people are named in this Agreement, each of them, and the survivor of them). RESIDENT, having signed this Agreement, wishes to live at the COMMUNITY and to enjoy, consistent with the rights and welfare of other residents, the facilities and services provided in the COMMUNITY as defined below.*

*This Agreement is made and entered into between PROVIDER and RESIDENT on \_\_\_\_\_ 20\_\_\_\_, as a commitment by RESIDENT and PROVIDER to the terms and conditions set forth in this Agreement.*

**II. OBLIGATIONS OF THE PROVIDER**

*Beginning with the date on which RESIDENT moves in and occupies one of the units in the SUPPORTED RESIDENTIAL CARE UNIT OF THE COMMUNITY (the unit provided to RESIDENT is called the "Living Accommodation"), PROVIDER agrees to make the Living Accommodation available to RESIDENT for RESIDENT'S life, together with the facilities, services and medical care provided in this Agreement.*

*The Living Accommodation will include a kitchenette with refrigerator and a microwave oven, an emergency call system, a smoke detector and sprinkler system, a master television antenna hookup, carpeting (except kitchen and bath), and window coverings. Any additional amenities or substitutions to the items normally offered in the Living Accommodations shall be at the expense of RESIDENT and be specifically set forth as an addendum to this Agreement.*

### *III. DESCRIPTION OF FACILITIES AND SERVICES*

#### *A. Supported Residential Care Unit of the Health Center*

*As a RESIDENT of the Supported Residential Care Unit, RESIDENT will receive assistance with activities of daily living as needed. Such assistance will include dressing, bathing, reminders or assistance with medications, meals, assistance with whirlpool baths and ambulation. RESIDENT may use the dining rooms, lounges, lobbies, social and recreational facilities, and other public areas of the Supported Residential Care Unit and Community Center which PROVIDER has made available for the use and enjoyment of the residents of the Health Center. Such use is subject to reasonable rules, established by the PROVIDER which shall be applicable to all RESIDENTS.*

#### *B. Nursing Care Unit of the Health Center*

*PROVIDER will supply care in the Nursing Care Unit of the Health Center, when medically necessary, without any increase in the then current monthly fee, except for other expenses not covered in this Agreement. If accommodations are not immediately available in the on-site Health Center Nursing Care Unit, PROVIDER will be responsible to pay for similar services at an off-site long-term care facility. RESIDENT would be transferred back to the Health Center as soon as accommodations are available in the Nursing Care Unit.*

#### *C. Food Services*

##### *1. Meal Services*

*Three nutritionally balanced meals a day will be served in the dining room of the Supported Residential Care Unit and are included in the Monthly Service Fee. Daily snacks will also be provided and are included in the Monthly Service Fee.*

##### *2. Tray Service*

*Tray service will be provided in the Living Accommodations during minor short-term illnesses of 14 days or less when approved by the PROVIDER'S Medical Director or his/her designee.*

##### *3. Private Dining Room*

*Two private dining rooms in the Community Center are available for family gatherings or other special occasions for RESIDENT, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.*

##### *4. Guest Meals*

*Guest meals will be provided for guests of RESIDENT at the COMMUNITY. Fees for guest meals may be charged to RESIDENT and will be reflected on RESIDENT'S monthly statement.*

#### *D. Housekeeping*

*Housekeeping services will be provided weekly at no additional charge in RESIDENT'S Living Accommodation.*

*E. Maintenance*

*Furnishings, appliances, and other property and equipment supplied by the COMMUNITY will be repaired and maintained or replaced by the COMMUNITY. Repairs, maintenance and replacement of Resident's personal property will be the responsibility of the Resident.*

*F. Utilities*

*Sewer, water, electricity, heat and air conditioning, cable tv, internet and trash removal will be furnished at no additional cost to RESIDENT. RESIDENT is responsible for the cost of telephone and cable TV service to the Living Accommodation.*

*G. Grounds*

*Basic groundskeeping, including lawn service and common area gardens, will be furnished at no additional cost to RESIDENT.*

*H. Gardens*

*A portion of the campus of the COMMUNITY will be designated for RESIDENT garden plots for the growing of vegetables and flowers. RESIDENTS who are physically capable may participate in supervised gardening sessions at no additional charge.*

*I. Local Transportation*

*PROVIDER will provide local transportation for RESIDENTS for trips to physicians, dentists and hospitals within the local area of the COMMUNITY in the event other conveyance is unavailable and transportation is requested in advance. PROVIDER shall not be responsible for the cost of emergency transportation. An escort can be provided at RESIDENTS request and expense.*

*J. Activities*

*PROVIDER will provide a planned schedule of social, cultural, educational, recreational and religious activities. PROVIDER reserves the right to pass onto RESIDENT the costs incurred in providing programs which require special materials, admission fees, charter bus service or other outside expenses.*

*K. Emergency Service*

*An emergency call system will be located within each Living Accommodation. Any emergency call received from a RESIDENT will be answered twenty-four hours a day, seven days a week.*

*L. Taxes*

*PROVIDER is responsible for any real estate taxes assessed to the COMMUNITY.*

*M. Beautician/Barber Services*

*Beautician and Barber services will be available to RESIDENT in the Health Center Hair Salon at an additional charge, payable by RESIDENT. These services are provided by and paid directly to an independent contractor.*

*N. Parking*

*Lighted and well-maintained parking areas will be available to RESIDENT at no additional charge if the RESIDENT is capable of maintaining a vehicle.*

*O. Laundry Services*

*RESIDENT'S bed linens will be cleaned as needed but in any case at least weekly at no additional charge. RESIDENT'S personal laundry will be cleaned on a weekly basis at no additional charge. Dry cleaning services will be available to RESIDENT in the Health Center at an additional charge to RESIDENT.*

**IV. THE HEALTH CENTER**

*The RESIDENT is entitled to care in the Nursing Care Unit of the Health Center as needed, without an increase in the then-current Monthly Service Fee. RESIDENT will have the right to be treated, at his or her option and expense, by any physician of his or her choice. Upon occupancy of the Living Accommodation, RESIDENT, if competent, or RESIDENT'S representative, if RESIDENT is not competent, shall designate such physician as RESIDENT'S attending physician and shall keep PROVIDER informed of any change. PROVIDER will designate as Medical Director a physician licensed to practice medicine in the State of New Hampshire. The Medical Director or a qualified physician designated by him or her will be on emergency call. Beyond emergencies, RESIDENT, at his or her option and expense, will be at liberty to engage the services of the Medical Director. PROVIDER will not be responsible for the cost of physician services, including RESIDENT'S attending physician, or hospital services, nor will PROVIDER be responsible for the cost of private duty nursing, medicine, drugs, durable medical equipment, prescribed therapy, and the like. PROVIDER shall not be responsible for any service rendered outside the Health Center except as described in Section III B or Section IV B. Transfer of RESIDENT to a hospital of his or her choice may take place at the request of RESIDENT or RESIDENT'S representative or when deemed to be medically necessary by the Medical Director after consultation with RESIDENT'S attending physician and RESIDENT or RESIDENT'S representative.*

*A. Care in the Health Center*

*1. Temporary Nursing Care*

*If RESIDENT is in need of temporary nursing care as determined by RESIDENT'S physician and/or PROVIDER'S Medical Director, PROVIDER shall provide nursing care in the Nursing Care Unit of the Health Center. RESIDENT'S private physician may attend to RESIDENT in the Nursing Care Unit of the Health Center.*

*2. Permanent Nursing Care*

*In the event the physical or mental health of RESIDENT requires that permanent nursing care be given, RESIDENT agrees to relocate to the Nursing Care Unit of the Health Center.*

### *3. Utilization Review Committee*

*All decisions involving permanent transfer of RESIDENT to the Nursing Care Unit of the Health Center will be made by a Utilization Review Committee consisting of at least the Medical Director, a representative of the Nursing Care Unit of the Health Center, PROVIDER'S CEO and RESIDENT or a personal representative of RESIDENT if so legally designated. If RESIDENT is (or in the case of double occupancy both RESIDENTS are) permanently transferred to Nursing Care Unit of the Health Center, PROVIDER shall have the right to assign the Living Accommodation for residency by others.*

#### *B. Illness or Accident away from the COMMUNITY*

*If RESIDENT suffers an accident or illness while away from the COMMUNITY, PROVIDER will have no responsibility to pay for RESIDENT'S medical, surgical, or hospital care incurred or resulting from such accident or illness. PROVIDER will be responsible to pay a licensed nursing facility an amount that shall not exceed PROVIDER'S current cost for providing a RESIDENT with care in the Nursing Care Unit of the Health Center. RESIDENT shall return to the COMMUNITY as soon as medically possible, as determined by PROVIDER'S Medical Director in consultation with RESIDENT'S attending physician at the other nursing facility. After RESIDENT returns to the COMMUNITY, PROVIDER shall assume its responsibility to provide those services as deemed necessary by PROVIDER'S Medical Director and/or RESIDENTS attending physician as provided in this Agreement. In the event RESIDENT suffers an accident or illness while away from the COMMUNITY, RESIDENT shall continue to pay the monthly Service Fee.*

#### *C. Psychiatric or Dangerous Diseases*

*The COMMUNITY is not licensed to care for persons who are afflicted with psychiatric, contagious or dangerous disease. If PROVIDER'S Medical Director, Utilization Review Committee or their designees determine that RESIDENT'S continued presence in the COMMUNITY poses a threat to self or others or detrimental to the health or peace of RESIDENT or other RESIDENTS then PROVIDER may transfer RESIDENT to an institution of PROVIDER'S choosing and RESIDENT shall continue to pay the monthly service fee. PROVIDER shall then be responsible to pay said institution an amount not to exceed the cost of caring for the RESIDENT in the Nursing Care Unit of the Health Center of the COMMUNITY.*

#### *D. Medical Insurance to be maintained by RESIDENT*

*RESIDENT will maintain, at RESIDENT'S cost, Medicare Part A and B and one supplemental health insurance policy acceptable to PROVIDER and shall furnish to PROVIDER such evidence of coverage as it may from time to time request to cover the cost of medical treatment for RESIDENT or for medicine, drugs, prescribed therapy and the like. RESIDENT shall be responsible to pay cost of the before-mentioned items that are not covered by insurance.*

*V. COST TO RESIDENT*

*A. Entrance Fee*

*RESIDENT agrees to pay the COMMUNITY a First Person Entrance Fee of \$\_\_\_\_\_ plus a Second Person Entrance Fee of \$\_\_\_\_\_ (If unit is to be occupied by two people). The Total Entrance Fee shall be \$\_\_\_\_\_.*

*B. Entrance Fee Payment shall be made upon RESIDENT or legal guardian of RESIDENT executing this Agreement.*

*C. Monthly Service Fee*

*Beginning on the date of residency, RESIDENT shall pay to the COMMUNITY a Monthly Service Fee in an amount determined by PROVIDER based on the size of the Living Accommodation and the number of persons who reside in the Living Accommodation. The Monthly Service Fee shall be due on the first and paid no later than the fifth of each month during the term of this Agreement. An additional late payment service charge of 2% will be added to Monthly Service Fee payments for each month such payment is not received when due. The Monthly Service Fee shall be prorated for any partial month in which Resident begins or ends occupancy at the COMMUNITY. The Monthly Service Fee may be adjusted by PROVIDER from time to time to reflect changes in the cost to PROVIDER of achieving the COMMUNITY'S purposes. PROVIDER agrees that, in the exercise of its sole discretion, which shall be binding on RESIDENT, it will endeavor to maintain the Monthly Service Fee at the lowest feasible figure which in the judgment of PROVIDER is consistent with sound financial operation and maintenance of the quality of service the COMMUNITY was designed to provide. RESIDENT will be notified in writing of any Monthly Service Fee adjustment sixty (60) days in advance. In adjusting the Monthly Service Fee from time to time, PROVIDER will maintain reserve funds required by New Hampshire law and shall maintain other reserve funds, which are specifically dedicated to the support and financial security of the COMMUNITY.*

*The present Monthly Service Fee is \$\_\_\_\_\_ per month for single occupancy plus an additional \$\_\_\_\_\_ per month for double occupancy of a Living Accommodation.*

*D. Change of Accommodation*

*1. Permanent Transfer to Nursing Care Unit of the Health Center or Other Health Care Facility*

*PROVIDER will declare RESIDENT'S Living Accommodation vacant if RESIDENT has been permanently transferred to the Nursing Care Unit of the Health Center or another nursing care facility. RESIDENT will be charged the current appropriate Monthly Service Fee the RESIDENT would pay for the Living Accommodation vacated. No refund of any portion of the Entrance Fee will be made as a result of the transfer.*

2. *Relocation from the Nursing Care Unit of the Health Center back to Living Accommodation*

*Following permanent transfer to the Health Center, in the event RESIDENT should recover and become able to live in a Supported Residential Care Unit Living Accommodation, PROVIDER will, as soon as possible, provide to RESIDENT a Living Accommodation similar to that previously occupied. RESIDENT shall be charged the current Monthly Service Fee for the Living Accommodation previously vacated or the Monthly Service Fee for the new Living Accommodation, whichever is smaller.*

3. *Transfer of One of Two RESIDENTS sharing a Living Accommodation*

*If two RESIDENTS occupy a Living Accommodation and one of them is permanently transferred to the Nursing Care Unit of the Health Center or another nursing care facility, they will be charged the Monthly Service Fee they would have been charged had both of them remained in their Living Accommodation in the Supported Residential Care Unit. Neither RESIDENT will receive a refund of any portion of the Entrance Fee at the time of transfer.*

VI. *CONDITIONS OF RESIDENCE*

A. *Resident's Right of Occupancy*

*RESIDENT'S right to occupy the Living Accommodation at the COMMUNITY shall exist and continue during RESIDENT'S lifetime subject to terms provided for in Section IV and V. Resident's Right of Occupancy under this Agreement is not assignable and no such rights or benefits under this Agreement shall inure to the representatives of RESIDENT.*

B. *Demise of RESIDENT sharing Living Accommodation*

*In the event of the demise of one of the RESIDENTS in a Living Accommodation with double occupancy, there will be no change in the remaining RESIDENT'S Living Accommodation and the Monthly Service Fee shall be reduced to the single occupancy rate.*

C. *Occupancy of Living Accommodation by RESIDENT only*

*No one other than the RESIDENT named in this Agreement shall have a right of occupancy in the Living Accommodation without the express written consent of the CEO, unless otherwise permitted pursuant to guest policies established by PROVIDER.*

D. *Accident caused by RESIDENT*

*PROVIDER shall not be liable for any claims, damages or expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with the negligent or intentional act or omission of RESIDENT. Resident is advised to obtain liability insurance to cover such situations.*

E. *Removal of RESIDENT'S property upon termination of residency.*

*RESIDENT or RESIDENT'S estate will be responsible for promptly removing all of RESIDENT'S furniture, possessions and property from the Living Accommodation. In the*

event removal of RESIDENT'S property is not accomplished within fourteen (14) days after termination of residency for any reason, PROVIDER may remove and store such furniture, possessions and property at the expense of RESIDENT or RESIDENT'S estate at an off-site location.

*F. Responsibility of Protection of RESIDENT'S Property*

*Furnishings within the Living Accommodation shall be provided by RESIDENT, except as stated in Section II. Furnishings provided by RESIDENT shall not interfere with the health, safety and general welfare of other residents. PROVIDER shall not be responsible for the loss of any property belonging to RESIDENT or RESIDENT'S estate due to theft, mysterious disappearance, fire or any other cause, unless the care of said property is specifically accepted in writing by PROVIDER. RESIDENT shall be required, at his or her expense, to provide insurance sufficient to protect against such loss.*

*G. Rights to Real and Personal Property*

*The rights and privileges granted to RESIDENT by this Agreement do not include any right, title or interest in, or to any part of, the personal property, land, buildings or improvements owned or administered by PROVIDER. The right of RESIDENT hereunder is only a right to occupy.*

*H. Appointment of Legal Guardian*

*If RESIDENT becomes unable to properly care for himself/herself or his/her property and if RESIDENT has made no other designation of a person or legal entity to serve as guardian or power of attorney or the person so designated by RESIDENT is unavailable or cannot be communicated with in spite of good faith efforts, then RESIDENT authorizes PROVIDER to initiate legal guardianship proceedings as provided by law at RESIDENT'S expense. No employee or board member of PROVIDER or employee of any firm providing management services to PROVIDER or member of their families will be eligible to become attorney-in-fact or guardian of RESIDENT.*

*I. General Facility Regulations*

*RESIDENT agrees to comply with COMMUNITY'S Assisted Living Resident Handbook, which will cover such things as use of public areas, normal operating hours of activity areas and similar items for the well-being of all RESIDENTS. Change of these day to-day operating rules and regulations not specifically covered by this Agreement will be made only after consultation with Residents' Council officers and adequate notice given to RESIDENTS to ensure the health, safety and welfare of all RESIDENTS.*

*J. Responsibilities of Residents and Community for Repair and Maintenance*

*PROVIDER will perform and provide necessary repairs, maintenance and replacement of the COMMUNITY'S structure and building equipment. Repairs, maintenance and replacement of the property of RESIDENT will be the responsibility of RESIDENT.*

*K. Structural Changes in the Living Accommodation*

*Any structural or other physical change of any kind to the Living Accommodation may be made only upon the written approval of PROVIDER, the task to be accomplished using materials and workers approved and supervised by PROVIDER. The cost of any change requested by RESIDENT will be borne by RESIDENT unless otherwise agreed to in writing by PROVIDER. The approval of any change requested by RESIDENT will be conditioned upon the agreement by RESIDENT to bear the expense of the later restoration of the Living Accommodation to its original condition, unless otherwise approved in writing by PROVIDER.*

*L. Telephone Responsibility of Resident*

*RESIDENT may install a telephone in RESIDENT'S Living Accommodation at RESIDENT'S own expense. RESIDENT is responsible for paying the charges for such services to the provider of the service.*

*M. Change in Laws*

*If changes are made to any of the statutes or regulations applicable to this Agreement, PROVIDER shall have the right to modify this Agreement to conform to changes in the law.*

**VII. TERMINATION BY RESIDENT**

*A. This Agreement may be rescinded by RESIDENT, without penalty, by written notice to PROVIDER given within ten (10) days from the date of its execution by RESIDENT. If RESIDENT properly rescinds within this period, PROVIDER shall refund, without interest, the portion of the Entrance Fee paid by RESIDENT as a deposit within 10 days of receipt of written notice of rescission.*

*B. After the expiration of ten (10) days from the date of execution of this Agreement by RESIDENT and before the RESIDENT occupies the Living Accommodation selected by RESIDENT, RESIDENT may terminate this Agreement for any reason. PROVIDER shall refund to RESIDENT the amount of the Entrance Fee Deposit heretofore paid to PROVIDER by RESIDENT, no later than sixty (60) days after date of notice of termination was received by PROVIDER. RESIDENT shall, in the event of the death or inability of the second person to occupy a Living Accommodation because of injury, illness or other incapacity which would make it inappropriate to accept residency, have the option to leave this Agreement in force or to terminate this Agreement under this Section VII B. If RESIDENT decides to leave this Agreement in force and move to the COMMUNITY as a single person, PROVIDER will refund, within sixty (60) days of receipt of written notice, the Second Person Entrance Fee Deposit.*

*C. In the event the Living Accommodation is ready for residency and RESIDENT fails to occupy the Living Accommodation within (60) days of the date the Living Accommodation is ready for residency, this Agreement shall be automatically extended and the Monthly Fee will be payable in accordance with Section V C unless RESIDENT*

*terminates this Agreement pursuant to Section VII B or PROVIDER terminates this Agreement pursuant to Section VIII.*

*D. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT, if he or she is competent, or, if he or she is not competent, RESIDENT'S representative may terminate this Agreement of any time during which RESIDENT has been transferred to an appropriate hospital or other facility pursuant to Section IV hereof. Prior to termination of this Agreement pursuant to this Subsection, RESIDENT or RESIDENT'S representative shall give PROVIDER thirty (30) days written notice and shall pay the Monthly Fee until the expiration of such time. In such case, the standard refund provisions of this Agreement as set forth in Section IX shall prevail.*

*E. After RESIDENT has assumed residency at the COMMUNITY, RESIDENT, if he or she is competent, or, if he or she is not competent, RESIDENT'S representative may terminate this agreement for any reason other than the circumstances described in Section VII D above, provided only that RESIDENT shall give the PROVIDER one hundred twenty (120) days advance written notice, and shall pay the Monthly Service Fee until the expiration of such time. In such case the standard refund provisions of this Agreement as set forth in Section IX shall prevail.*

*F. If, after becoming RESIDENTS of the COMMUNITY, joint RESIDENTS of a single Living Accommodation decide to separate or divorce, the RESIDENTS could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:*

*1. Both Residents request continued residence at the COMMUNITY, with one continuing to occupy the Living Accommodation and one moving to another Living Accommodation. In such case, the RESIDENT occupying the new Living Accommodation shall apply for admission and execute a new Residence and Care Agreement. The RESIDENT occupying the new Living Accommodation will pay the then applicable Entrance Fee, less a credit for the Second Person Entrance Fee previously paid. Both RESIDENTS will pay the then applicable Monthly Fee for the living accommodation they occupy.*

*2. One RESIDENT decides to leave the COMMUNITY. In such case, the remaining RESIDENT will pay the then applicable Single Person Monthly Fee. There shall be no refund of the Entrance Fee at that time.*

*3. Both RESIDENTS decide to leave the COMMUNITY. In such case, the standard refund provisions of this Agreement as set forth in Section IX shall prevail.*

*G. If, after becoming RESIDENTS of the COMMUNITY, one RESIDENT of a jointly occupied Living Accommodation dies and the survivor continues to occupy the Living Accommodation, the survivor shall pay the then applicable Single Person Monthly Fee. There shall be no refund of the Entrance Fee of that time.*

H. In the event that RESIDENT asks to move to a different Living Accommodation and PROVIDER approves such move, such move shall not terminate the Residence and Care Agreement, but RESIDENT shall execute an amendment to the Agreement and pay the then applicable Monthly Fee for the newly occupied Living Accommodation and shall pay the difference between the Entrance Fee paid and the then applicable Entrance Fee for the newly occupied Living Accommodation, if higher. If lower, RESIDENT will be not entitled to a refund of the difference between the amount paid and the then applicable Entrance Fee of the newly occupied Living Accommodation. RESIDENT agrees to pay a fee, determined by PROVIDER, for redecorating of the Living Accommodation RESIDENT is vacating.

#### VIII. TERMINATION BY PROVIDER

PROVIDER may terminate this agreement only upon written notice and allowing a sufficient period of time for RESIDENT to correct, as provided in this Section, any of the following events (called a "Default"). Notice to the Resident of Termination by Provider will be no less than 30 days in advance of termination.

A. Material misrepresentations or omissions on the financial statement or medical record or any other required application material.

B. Failure of RESIDENT to comply with the present and future reasonable operating procedures for the COMMUNITY or the covenants of RESIDENT, or creation by RESIDENT of a disturbance within the COMMUNITY detrimental to the health, safety or peaceful lodging of other RESIDENTS.

C. Failure of RESIDENT to pay the Monthly Service Fee or other charges when due, unless mutually satisfactory written arrangements have been made as identified in Section X A. Default under this section shall not occur for at least ninety (90) days after notice of nonpayment.

D. Determination that RESIDENT has failed to comply with covenants, representations and warranties contained in this Agreement.

E. Failure of RESIDENT to pay the balance of the entrance fee as required by Section V.

Prior to termination for any default of RESIDENT described in Section VIII A, B, D or E above, PROVIDER shall give RESIDENT notice in writing of such default and RESIDENT shall have sixty (60) days from the date of actual notice within which to correct such default. If RESIDENT corrects such default within such time, then 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.

*In addition, PROVIDER may terminate this Agreement upon less than sixty (60) days notice by written determination, made by at least two (2) doctors, one of whom is not an employee or associated with the COMMUNITY, that RESIDENT is a danger to himself or others while remaining in the COMMUNITY.*

*The written determination shall state: (i) that the determination is made in good faith, (ii) the reasons supporting the determination that RESIDENT is a danger to himself/herself or others, (iii) the basis for the conclusion that there is no less restrictive alternative to dismissal, discharge or cancellation, as the case may be, for abating the dangerousness of RESIDENT, and (iv) the basis for the conclusion that the danger is such that a notice period of less than sixty (60) days is appropriate.*

*In the event of termination by PROVIDER, RESIDENT'S refund, if any, will be calculated in the manner set forth in Section IX.*

#### **IX. REFUND OF ENTRANCE FEE**

*A. General Rule. If RESIDENT dies or terminates residency at the COMMUNITY, RESIDENT or RESIDENT'S designee shall be entitled to a refund equal to the First Person Entrance Fee paid, less 4% per month for each month of residency until the refund is reduced to zero. The refund shall also be minus all amounts due to the COMMUNITY for unpaid Monthly Fees and any late payment service charges, advances made by the COMMUNITY pursuant to Section X, and any other amounts due to the COMMUNITY. No portion of the Second Person Entrance Fee is refundable. The Community will make the refund no later than 30 days after the last day of residence in the Community by RESIDENT. In the case of joint occupancy of a Living Accommodation, no refund will be made until both RESIDENTS have died or terminated residency at the COMMUNITY. No refund will be made upon transfer of a RESIDENT or RESIDENTS, in the case of joint occupancy of a Living Accommodation, to the Nursing Care Unit of the Health Center on a temporary or permanent basis.*

*B. Hardship. If RESIDENT experiences a Hardship, the COMMUNITY will make the refund (i) no later than twelve (12) months from the date of termination if the COMMUNITY is at eighty percent (80%) or greater occupancy, or (ii) no later than twenty-four (24) months from the date of termination if the COMMUNITY is at less than eighty percent (80%) occupancy.*

*For purposes of this Section, "Hardship" means a change in circumstances that has necessitated the termination of this Agreement, and which has made it so that RESIDENT cannot obtain Acceptable Living Accommodations or health care services from the COMMUNITY, but cannot otherwise pay for necessary room, board, or health care services outside of the COMMUNITY without the refund. "Acceptable Living Accommodations" are those which are within the financial means of the RESIDENT, provide for needed health care services, including mental health services, and which respect and reflect the right of the RESIDENT to self-determination, dignity, religious*

*affiliations, freedom of association, and other personal interests as described in New Hampshire's Patients' and Senior Citizens' Bill of Rights laws.*

*If RESIDENT and COMMUNITY disagree as to the existence of Hardship, COMMUNITY will give RESIDENT a written explanation of its position. We will, of course, be available to discuss the position we have taken. Should you, however, wish to take this matter up with the New Hampshire Insurance Department, it maintains a consumer service division to investigate resident complaints at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301. The New Hampshire Insurance Department may be reached, toll-free, by dialing 1-800-842-3416.*

#### **X. COVENANTS OF PROVIDER**

*PROVIDER covenants and agrees:*

*A. That it is and shall be the declared intent and policy of PROVIDER not to terminate the residency of RESIDENT solely by reason of the financial inability of RESIDENT to pay the total Monthly Fee. If RESIDENT is unable to meet the financial obligations to PROVIDER ("hardship" provision as required by NHCAR Part Ins. 1808.02), Under RSA 151:21 VII. and RSA 161-M:3 I.(d), RESIDENT will have the right to make a determination at the time of "hardship" as to a refund of the entrance fee pursuant to the terms of the Resident Agreement under Section VII. F. NHCAR Part Ins. 1808.02(f)(3). RESIDENT will also provide to PROVIDER financial information which will justify that the Resident is unable to pay the total Monthly Fee. When RESIDENT establishes facts to justify the need for financial assistance, PROVIDER will, if it can do so and without impairing the ability of the COMMUNITY to operate on a sound financial basis, subsidize RESIDENT'S Monthly Service Fee. In the event financial assistance is granted, RESIDENT shall be liable to PROVIDER for the full amount of the subsidy received by RESIDENT which will be charged first against RESIDENT'S refundable portion of the Entrance Fee and, to the extent of any deficiency amount thereafter, shall be due and payable at such time as RESIDENT has sufficient funds therefore, and otherwise should be due and payable from and enforceable against RESIDENT'S estate. In the case of PROVIDER subsidizing RESIDENT'S Monthly Service Fee, PROVIDER reserves the right to require RESIDENT to transfer to a smaller living accommodation when available, in order to reduce the Monthly Service Fee.*

#### **XI. COVENANTS OF RESIDENT**

*RESIDENT covenants and agrees:*

*A. To comply with all present and future rules adopted by PROVIDER for the convenience, comfort and safety of all Residents of the COMMUNITY.*

*B. To promptly pay PROVIDER all payments as provided in and required by this Agreement.*

*C. To seek to maintain the ideals set forth in Section I of this Agreement.*

*D. To complete such forms as may be requested by PROVIDER as required for insurance, regulatory and other purposes which may require disclosure of personal data and information about RESIDENT.*

E. Not to impair RESIDENT'S ability to meet financial obligations of RESIDENT under this Agreement, by transferring assets without fair consideration.

F. To abide by all other terms of this Agreement.

#### XII. REPRESENTATION AND WARRANTIES OF PROVIDER

PROVIDER represents and warrants that PROVIDER has full authority to enter into this Agreement.

#### XIII. REPRESENTATION AND WARRANTIES OF RESIDENT

A. RESIDENT represents and warrants to PROVIDER that all facts stated on any forms or applications submitted by RESIDENT or on behalf of RESIDENT to PROVIDER are true and complete and are the basis for residency.

B. RESIDENT represents and warrants to PROVIDER that RESIDENT has not made a gift or loan of RESIDENT'S property in contemplation of execution of this Agreement.

#### XIV. MISCELLANEOUS

A. This Agreement contains all of the representations and agreements made by the parties for the purposes set forth in Section I. Agreements or representations not contained in this Agreement shall be unenforceable unless they are set forth in writing and executed by PROVIDER and RESIDENT or as set forth in the Resident Assisted Living Handbook.

B. The invalidity of all or any part of any restriction, condition or other provision of this Agreement shall not impair or affect in any way the validity or enforceability of the rest of this Agreement. Likewise, the failure of any party to meet his/her obligations under any one or more of the Sections of this Agreement, with the exception of the satisfaction of the conditions precedent, shall in no way void or alter the remaining obligations of the parties.

C. It is expressly understood and agreed by the parties that this Agreement does not transfer nor grant to RESIDENT any interest in real or personal property owned by PROVIDER.

D. This Agreement shall be construed and enforced under the laws of the State of New Hampshire.

E. This Agreement has been executed on behalf of PROVIDER by its duly authorized agent, and no officer, trustee, agent or employee of PROVIDER shall have personal liability under this Agreement to RESIDENT under any circumstances.

F. PROVIDER reserves the right to establish different Entrance Fee amounts, and Monthly Service Fees for persons assuming residence at the COMMUNITY after the date of this Agreement.

G. PROVIDER recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation to legitimate emergencies and to notify RESIDENT of scheduled work in advance.

RESIDENT recognizes and accepts the right of PROVIDER to enter RESIDENT'S Living Accommodation in order to carry out the purpose and intent of this Agreement. Such right of entrance shall be for the purpose of:

1. *Performance of scheduled housekeeping duties.*
2. *Response to any medical alert system.*
3. *Response to the fire alert system.*
4. *Entrance if RESIDENT is reported missing or as not having responded to calls.*
5. *Scheduled or emergency maintenance.*
6. *Scheduled supervision of medication.*
7. *Scheduled assistance with activities of daily living.*

*H. It is understood that any authority or responsibility given by this Agreement to PROVIDER'S CEO or Medical Director may be delegated by him/her to any one or more other members of PROVIDER'S staff.*

*I. RESIDENT agrees to provide PROVIDER with the following information at the time of occupancy: name and address of attorney or executor; a person designated as RESIDENT'S personal representative to assist in matters requiring decisions concerning RESIDENT; persons to be notified in case of emergency.*

*J. RESIDENT agrees to execute a durable power of attorney to carry out the terms of this Agreement on RESIDENT'S behalf in the event of the incapacity of RESIDENT to act in his/her own behalf. A copy of said power of attorney will be made available to PROVIDER and filed in the Office of the Health Services Administrator.*

*K. PROVIDER shall have the right to adopt policies, procedures and rules regarding residence consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by PROVIDER.*

*L. The COMMUNITY'S Residents will be members of the Residents' Association, which will elect a Residents' Council from among the RESIDENTS.*

*M. PROVIDER may enter into agreements with other RESIDENTS or non-residents which may contain terms different from those contained in this Agreement. Despite such difference, this Agreement alone sets forth RESIDENT'S rights and obligations with respect to RESIDENT'S care and residence at the COMMUNITY. RESIDENT shall have no right to determine the admission, term of admission, placement or dismissal of any other RESIDENT and RESIDENT shall not be deemed the third party beneficiary of any agreement between PROVIDER and any other RESIDENT or non-resident.*



*Exhibit A*

*Resident's Right of Rescission*

*Any individual who executes a Residence and Care Agreement with RiverMead, in accordance with New Hampshire law, may rescind and cancel that Agreement, without penalty or forfeiture, as long as written notice of the decision to cancel is given within ten (10) days of the date of execution of the Residence and Care Agreement. You are not required to move into RiverMead before the expiration of the ten-day rescission period. No other agreement or statement signed by you shall constitute a waiver of the right to rescind the contract or agreement within the ten-day rescission period. The attached Residence and Care Agreement was executed on \_\_\_\_\_. If you decide to cancel the Residence and Care Agreement within ten days of execution of the Agreement, complete this form and mail it to RiverMead by midnight on \_\_\_\_\_. It must be postmarked no later than midnight on \_\_\_\_\_ and addressed to RiverMead, Attn: Marketing Office, 150 RiverMead Road, Peterborough, NH 03458.*

*After the ten-day period noted above, a Residence and Care Agreement may still be terminated and all of the terms of termination contained in the Residence and Care Agreement shall be in effect.*

*NOTICE:*

*I (we) wish to hereby notify RiverMead that I (we) wish to cancel the Residence and Care Agreement which we executed on \_\_\_\_\_. I (we) understand that as long as this notice is given within ten (10) days of the date of execution that any deposit will be refunded promptly without penalty or forfeiture.*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

*Received By:*

\_\_\_\_\_  
*RiverMead Representative*

\_\_\_\_\_  
*Date*

**EXHIBIT G**

**MONTHLY FEES AND ENTRANCE FEES**

**INDEPENDENT LIVING UNITS**

# RIVERMEAD

THE MEAD	TRADITIONAL PLAN**† ENTRANCE FEE	50% REFUNDABLE**† ENTRANCE FEE	70% REFUNDABLE***† ENTRANCE FEE	90% REFUNDABLE****† ENTRANCE FEE	MONTHLY FEE ONE PERSON	MONTHLY FEE TWO PEOPLE
THE EMERSON (One Bedroom Jr.)	\$181,800	\$243,600	\$277,900	\$319,000	\$3,582	N/A
THE HAWTHORNE (One Bedroom)	\$205,000	\$274,300	\$312,600	\$358,900	4,015	\$5,626
THE MACDOWELL (One Bedroom Deluxe)	\$239,400	\$319,400	\$366,400	\$422,700	\$4,653	\$6,264
THE THOREAU (One Bedroom & Den)	\$283,800	\$380,300	\$434,100	\$498,600	\$4,924	\$6,535
THE COLONEL (Two Bedroom)	\$305,000	\$407,500	\$465,100	\$534,200	\$5,106	\$6,717
THE HIGHLANDER (Two Bedroom & Den)	\$317,100	\$422,700	\$484,200	\$557,800	\$5,674	\$7,285
The Alcott (Two Bedroom & Den Deluxe)	\$348,500	\$463,600	\$529,900	\$609,800	\$6,067	\$7,678
THE PETERBOROUGH (Two Bedroom Cottage) (With Full Basement)	\$379,800 \$385,800	\$504,500 \$512,600	\$575,700 \$585,400	\$661,700 \$672,900	\$6,287	\$7,898
THE JAFFREY (Two Bedroom Cottage Deluxe & Full Basement)	\$385,800	\$512,600	\$585,400	\$672,900	\$6,329	\$7,940
THE DUBLINER (Three Bedroom Cottage & Full Basement)	\$412,100	\$547,300	\$624,300	\$717,400	\$6,770	\$8,381

RATE SCHEDULE 2018

See Reverse Side For Additional Details.

# THE VILLAGE

	TRADITIONAL PLAN*† ENTRANCE FEE	50% REFUNDABLE**† ENTRANCE FEE	70% REFUNDABLE***† ENTRANCE FEE	90% REFUNDABLE****† ENTRANCE FEE	MONTHLY FEE ONE PERSON	MONTHLY FEE TWO PEOPLE
THE BAXTER (One Bedroom)	\$251,500	\$335,600	\$385,200	\$444,300	\$4,882	\$6,493
THE GRAFTON (One Bedroom & Den)	\$298,000	\$399,300	\$455,800	\$523,800	\$5,169	\$6,780
THE EASTMAN (Two Bedroom)	\$319,200	\$427,700	\$487,800	\$560,100	\$5,359	\$6,970
THE FRANKLIN (Two Bedroom & Den)	\$331,300	\$440,200	\$507,700	\$587,900	\$5,954	\$7,565
THE THORNDIKE (Two Bedroom Cottage) With Loft	\$404,000 \$427,200	\$537,400 \$568,300	\$614,200 \$649,300	\$706,600 \$746,800	\$6,524	\$8,135
THE WENTWORTH (Two Bedroom Cottage Deluxe) With Loft	\$432,300 \$457,500	\$571,800 \$605,200	\$654,000 \$692,000	\$753,100 \$796,800	\$7,103	\$8,714

† There is an additional second person entrance fee for The Mead and The Village of \$40,000 under each plan if more than one person occupies a unit.

The Board of Trustees reserves the right to increase the entrance fees for any unit. Once a "Residence and Care Agreement" is executed, the entrance fee identified in that Agreement shall not change.

\* Traditional Plan Entrance Fee reduces at a rate of 4% the first month and 2% every month thereafter until it depletes to zero (four years).

\*\* 50% Refundable Plan Entrance Fee reduces at a rate of 2% per month for the first two years. Remains at 50% and is refundable

\*\*\*70% Refundable Plan Entrance Fee reduces at a rate of 2% per month for the first thirteen months. Remains at 70% and is refundable

\*\*\*\*90% Refundable Plan Entrance Fee returns 90% of Initial Entrance Fee

## NEW HAMPSHIRE NURSING HOME QUALITY IMPROVEMENT ASSESSMENT "GRANNY TAX"

As of July 2004, the State of New Hampshire instituted a Nursing Home Quality Improvement Assessment, commonly known as the "Granny Tax." This assessment requires all licensed nursing care facilities to pay a 5.5% tax to the state on its nursing home revenue.

The amount of tax due from RiverMead is divided proportionally among residents based on the amount each resident pays in monthly service fees. This amount will be determined each month based on the prior month's nursing unit revenue, and will appear as a separate item on your bill.

All taxes billed are clearly marked as New Hampshire Quality Assessment Tax. For questions regarding deductibility, please consult a tax attorney or advisor.

**EXHIBIT H**

**MONTHLY FEES AND ENTRANCE FEES**

**SUPPORTED RESIDENTIAL CARE**

March, 2018

# RIVER MEAD

**RATE SCHEDULE 2018**  
**SUPPORTED RESIDENTIAL CARE**

		ENTRANCE FEE*	MONTHLY SERVICE FEE ONE PERSON	MONTHLY SERVICE FEE TWO PEOPLE**
MEAD CAMPUS	The Winterberry	\$38,400	\$6,485	N/A
MEAD CAMPUS	The Ladyslipper	\$40,800	\$7,422	\$10,919
MEAD CAMPUS	The Mountain Laurel	\$42,300	\$7,531	\$11,028
MEAD CAMPUS	The Mayflower	\$43,800	\$7,686	\$11,183
MEAD CAMPUS	The Trillium	\$46,200	\$8,062	\$11,559
Village Campus	The Forester	\$43,800	\$7,686	\$11,183

See Reverse Side For Additional Details.

# SPECIAL CARE & MEMORY CARE 2018

MONTHLY SERVICE FEE ONE PERSON	ENTRANCE FEE*		
		Willow	\$44,800
		Juniper	\$47,800
			\$8,897
			\$9,612

\* Entrance Fee reduces at a rate of 4% per month until it depletes to zero (two years).  
 \*\*There is an additional second person fee of 40,000 added to the Entrance Fee if more than one person occupies a unit.

## NEW HAMPSHIRE NURSING HOME QUALITY IMPROVEMENT ASSESSMENT "GRANNY TAX"

As of July 2004, the State of New Hampshire instituted a Nursing Home Quality Improvement Assessment, commonly known as the "Granny Tax". This assessment requires all licensed nursing care facilities to pay a 5.5% tax to the state on its nursing home revenue.

The amount of tax due from RiverMead is divided proportionally among residents based on the amount each resident pays in monthly service fees. This amount will be determined each month based on the prior month's nursing unit revenue, and will appear as a separate item on your bill.

All taxes billed are clearly marked as New Hampshire Quality Assessment Tax. For questions regarding deductibility, please consult a tax attorney or advisor.

The Board of Trustees reserves the right to increase the entrance fees for any unit. Once a "Residence and Care Agreement" is executed, the entrance fee identified in the Agreement shall not change.

# RIVERMEAD

Leading in Lifecare, Lifestyle and Community

## 2018 Ancillary Services Rate Schedule Community Center

Meals	
Lunch at The Bistro:	al la carte per posted menu
Dinner:	\$21.00
Dinner for children 12 & under	\$9.75
Special Holiday Dinners/Functions (as announced):	\$25.50 (Guests)
Away Meal Credit:	\$7.30 per day (must be away for 14 or more days)

ILU Residents Joining Spouse for Meals in the Health Center	
Breakfast in the Health Center	\$5.00
Lunch in the Health Center	\$11.00

Tray Service (additional meals):	
	\$4.50 delivery charge added to above prices

Personal Parties/Events:	
Number of People	Maintenance Set Up/Break Down Fee
14 or less	\$54.75
More than 15	\$109.75
Server	\$13.25 per hour per server

Housekeeping:	
Additional routine cleaning as outlined in Resident Handbook:	\$32.75/person hour*
Extra work <i>NOT</i> covered in routine cleaning:	\$32.75/ person hour*
Carpet Cleaning	\$32.75/room
Pet Accident Clean-Up	\$34.75 Minimum charge
Personal Laundry	\$3.10 per pound
Ironing	\$32.75/hour*

\*Billed in 1/2 hour increments.

Maintenance	
Personal Services	\$39.50/person hour*

Home Health	
Assessment Visit	No Charge
Teaching Visit	No Charge
Nurse Visit	\$29.25 for 1 <sup>st</sup> 1/2 hour*
Licensed Nurses Aid (LNA)	\$18.25 for 1 <sup>st</sup> 1/2 hour*
Van Service from Hospital For Emergencies - Evenings, Nights, Weekends	\$87.50 plus staff escort if needed
Home Connection Program	\$18.25 for 1 <sup>st</sup> 1/2 hour*

Miscellaneous	
Cable TV/Internet Service	Included
Community Common Spaces WiFi	Included
Covered Parking by month/annual contract	\$54/month
Covered Parking month to month	\$75/month
Guest Rooms	\$88.00/night (1 room)
Guest Rooms (2)	\$144.00/night (2 rooms)
Cot(s)	\$13.50/night
Portable Crib	\$13.50/night
Photocopying	\$.10/copy
Fax (outgoing only)	\$1.00/page
Extra RiverMead Keys Made	\$4.25/key
Extra Mailbox Keys Made	\$7.25/key
Electronic Keys	\$18.50/key
Replacement of Emergency Call Pendant	\$161.00

\* Billed in 1/2 hour increments.

# RIVERMEAD

*Leading in Lifecare, Lifestyle and Community*

## 2018 Ancillary Services Rate Schedule Health Center

Guest Meals	
Breakfast:	\$8.50
Lunch:	\$13.25
Dinner:	\$21.00
Children 12 & Under	\$9.75
Special Holiday Dinners/Functions (as announced)	\$25.50

ILU Contract for Residents Transferred from Independent Living	
Additional Meal Charge	\$17.25/day

Personal Parties/Events	
Number of People	Maintenance Set Up/Break Down Fee
14 or less	\$54.75
More than 15	\$109.75
Server	\$13.25 per hour, per server

Housekeeping	
Extra work NOT covered in routine cleaning	\$32.75/person hour*
Pet Accident Clean-Up	\$34.75 minimum charge
Personal Laundry (if applicable to contract)	\$3.10/pound
Ironing	\$32.75/hour*

Maintenance	
Personal Services	\$39.50/person hour*

\* Billed in 1/2 hour increments.

Staff Escort to Appointments	
Licensed Nursing Assistant (LNA)	\$18.25 for 1 <sup>st</sup> 1/2 hour*
Nurse	\$29.25 for 1 <sup>st</sup> 1/2 hour*
Van Service from Hospital Emergencies - Evenings, Nights, Weekends	\$87.50 plus staff escort if needed and available

Miscellaneous	
Cable TV (Expanded Basic Service)	Included
Telephone Service Monthly Fee	Included
Community Common Spaces WiFi	Included (HC & Village AL Resident Rooms)
Calls Outside Local Calling Area Billed Separately	\$.10/minute
Guest Rooms	\$88.00/night (1 room)
	\$144.00/night (two rooms)
Cot(s)	\$13.50/night
Portable Crib	\$13.50/night
Photocopying	\$.10/copy
Fax (outgoing only)	\$1.00/page
Extra RiverMead Keys Made	\$4.25/key
Extra Mailbox Keys Made	\$7.25/key
Electronic Keys	\$18.50
Replacement of Emergency Call Pendant	\$161.00

\* Billed in 1/2 hour increments.