# SHENANDOAH OPCO LLC D/B/A SHENANDOAH SENIOR LIVING COMMUNITY

101 E. Washington Street
Shenandoah, PA 17976

# GREENWOOD CENTER FOR NURSING AND REHAB

149 Lafayette Ave
Tamaqua, PA 18252

A Licensed Continuing Care Retirement Community Providing
**Independent Living**
**Personal Care**
**Nursing Care**

## DISCLOSURE STATEMENT

**Shenandoah Senior Living Community**
101 E. Washington Street
Shenandoah, PA 17976

December 31, 2025

EQUAL HOUSING OPPORTUNITY

**THE ISSUANCE OF CERTIFICATE OF AUTHORITY BY THE INSURANCE DEPARTMENT OF PENNSYLVANIA DOES NOT CONSTITUTE THAT DEPARTMENT'S APPROVAL, NOR IS IT EVIDENCE OF, NOR DOES IT ATTEST TO, THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT.**

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**Tab B1** – A brief biographical description of the Administrators and the Medical Directors

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**Tab B5** – Notice of Right to Rescind

## I. INFORMATION SUMMARY

| | | |
|---|---|---|
| 1. **Facility** | Shenandoah Senior Living Community | 101 E. Washington Street Shenandoah, PA 17976 |
| 2. **Facility** | Greenwood Center for Nursing and Rehab | 149 Lafayette Ave Tamaqua, PA 18252 |
| 3. **Current Licensed Provider / Manager** | Shenandoah Opco LLC | 101 E. Washington Street Shenandoah, PA 17976 |

3. **Admissions Contact –** Please call (570) 462-1908 and ask to speak with the Administrator of Shenandoah. Please call (570) 668-1775 and ask to speak with the Administrator of Greenwood.

**4.** **Property –** Shenandoah Senior Living Community ("Shenandoah") is situated on approximately 3.7 acres located at 101 East Washington Street in suburban Shenandoah, Schuylkill County, Pennsylvania. The campus currently consists of a licensed 124-bed skilled nursing facility and a licensed 23-bed personal care facility. In March 2009, four (4) personal care units (semi-private) were converted into two (2) independent living apartments. The independent living apartments are located at the end of the personal care wing with each apartment having a private entrance. Residents living in an independent living apartment are provided the option to select for any nursing care services, either Shenandoah Senior Living Community or Greenwood Center for Nursing and Rehab ("Greenwood"), depending on their preference or convenience. Greenwood Center for Nursing and Rehab is under the control of Shenandoah Opco LLC and is located at 149 Lafayette Avenue, Tamaqua, PA, approximately 14.27 miles from the Shenandoah campus. The Greenwood campus consists of a 150-bed skilled nursing facility and is an option in the event that Shenandoah is full at the time a resident may need nursing care.

5. **Admission Age -** The minimum age for admission to the independent living units at Shenandoah is 65 years of age prior to the date of occupancy. An exception will be granted should the resident have a spouse or companion who is under the age of 65.

6. **Affiliations** – Shenandoah and Greenwood are not affiliated with any not-for-profit entities.

7. **Resident Population-** Residents by type of accommodation are listed below

Shenandoah:

| | Units/Beds | Residents |
|---|---|---|
| Independent Living | 2 | 3 |
| Personal Care | 23 | 16 |
| Skilled Nursing Facility | 119 | 106 |

Greenwood:

| | Units/Beds | Residents |
|---|---|---|
| Skilled Nursing Facility | 150 | 102 |

8. **Sample of Fees**: 30 days' notice will be provided for any increases in rates and will be distributed to all CCRC residents and will be attached to the back of this Disclosure Statement as Supplement "A."

**Please note:** No entrance fee or any portion of any entrance fee in excess of 5% will be accepted prior to the date of occupancy.

| | Entrance Fee | Maintenance Fee |
|---|---|---|
| A. One Bedroom Apartment (783 sq. ft.): | $18,000 | $1,500 per mo. |
| B. One Bedroom Apartment (486 sq. ft.): | $14,400 | $1,200 per mo. |

## II. DESCRIPTION OF FACILITY

The Current Licensed CCRC Provider is Shenandoah Opco LLC d/b/a Shenandoah Senior Living Community. Shenandoah Senior Living Community ("Shenandoah") is situated on approximately 3.7 acres located at 101 East Washington Street in suburban Shenandoah, Schuylkill County, Pennsylvania. The campus currently consists of a licensed 124-bed skilled nursing facility and a licensed 23-bed personal care facility. In March 2009, four (4) personal care units (semi-private) were converted into two (2) independent living apartments. The independent living apartments are located at the end of the personal care wing with each apartment having a private entrance. Residents living in an independent living apartment are provided the option to select for any nursing care services, either Shenandoah Senior Living Community or Greenwood Center for Nursing and Rehab ("Greenwood"), depending on their preference or convenience. Greenwood Center for Nursing and Rehab is under the control of Shenandoah Opco LLC and is located at 149 Lafayette Avenue, Tamaqua, PA, approximately 14.27 miles from the Shenandoah campus. The Greenwood campus consists of a 150-bed skilled nursing facility and is an option in the event that Shenandoah is full at the time a resident may need nursing care.

## III. OWNERSHIP AND MANAGEMENT OF SHENANDOAH AND GREENWOOD

Shenandoah Opco LLC and Greenwood Center for Nursing and Rehab LLC are owned by one Member: (1) Apostrophe Opco LLC, a Pennsylvania Limited Liability Company with a 100% direct interest in Provider.

John Tarson is the Nursing Home Administrator of the Health Care Center and is responsible for the day-to-day management of the nursing facility and all patient care operations on behalf of Shenandoah Opco LLC. The facility Medical Director is Diana Lazur. Melissa Yavorchak is the Nursing Home Administrator of the Health Care Center and is responsible for the day-to-day management of the nursing facility and all patient care operations on behalf of Greenwood Center for Nursing and Rehab. The facility Medical Director is Dr. Thomas Neill. A brief biographical description of the Administrators and Medical Directors is attached at **Tab B1**.

Apostrophe Opco LLC is the Member and 100% owner of Shenandoah Opco LLC. Apostrophe Opco LLC is responsible for the management and operation of the Facility. The Operator will not pay Manager any compensation or fees for services performed by Manager pursuant to the Operating Agreement. The Operator will reimburse Manager for its reasonable expenses and diligence costs when acting in the capacity of Manager.

Unless disclosed herein, no officer, director, manager, or other person having 10% or greater beneficial or equity interest in the Provider, has 10% or greater interest in a professional service, firm, association, trust, partnership, or corporation which has or presently intends to provide goods, leases, or services to the facility of a value of $500 or more, within any year.

None of the individuals listed above, including those listed at **Tab B1**, have been convicted of a felony or pled *nolo contendere* to a felony charge or have been held liable or enjoined in a civil action by final judgement involving fraud, embezzlement, fraudulent conversion, or misappropriation of property. The business address of Shenandoah Opco is 101 E. Washington Street, Shenandoah, PA 17976. The business address of Greenwood Center for Nursing and Rehab is 149 Lafayette Ave, Tamaqua, PA 18252.

## IV. ADMINISTRATION

John Tarson is the Nursing Home Administrator of the Shenandoah Health Care Center and is responsible for the day-to-day management of the nursing facility and CCRC and all patient/resident care on behalf of Shenandoah Opco LLC. Melissa Yavorchak is the Nursing Home Administrator of the Greenwood Health Care Center and is responsible for the day-to-day management of the nursing facility and all patient/resident care on behalf of Greenwood Center for Nursing and Rehab.

## V. AFFILIATIONS

Shenandoah and Greenwood are not affiliated with any religious, charitable or other nonprofit organization.

## VI. DESCRIPTION OF PROVIDER

The Current Licensed CCRC Provider is Shenandoah Opco LLC, which is a Pennsylvania LLC. Shenandoah Opco LLC owns the fictitious business name under which the campus operates, namely Shenandoah Senior Living Community. Shenandoah Opco LLC is owned by one Member: (1) Apostrophe Opco LLC with a 100% direct interest in

Provider. The property on which the facility is located is owned by 101 E Washington Propco LLC. 101 E Washington Propco LLC leases the real estate to Shenandoah Opco LLC. 101 E Washington Propco LLC has entered into a Loan Agreement with Greystone Monticello Funding LLC, a Financial Institution in New York City, New York for acquisition of the property. The Loan Agreement is in the amount of $43,850,000 with fair market rate interest rates. The Mortgage Loan is secured by a Security Interest in the amount of $43,850,000.

Greenwood Center for Nursing and Rehab LLC is a Pennsylvania Limited Liability Company that operates a 150-bed skilled nursing facility. Greenwood Center for Nursing and Rehab LLC is owned by one Member: (1) Apostrophe Opco LLC with a 100% direct interest in Provider. Residents occupying an Independent Living Unit under a CCRC contract with Shenandoah are provided the option to select either Shenandoah or Greenwood for any nursing services when that level of care is deemed necessary. Shenandoah Opco LLC ("Manager") is the Operating Manager of Greenwood Center for Nursing and Rehab LLC ("Operator"). Operator appoints and employs Manager, and Manager agrees to act, as Operating Manager of the Facility to supervise, direct, and control the day-to-day business activities and management of the Facility. The property on which the facility is located is owned by 149 Lafayette Propco LLC. 149 Lafayette Propco LLC leases the real estate to Greenwood Center for Nursing and Rehab LLC. 149 Lafayette Propco LLC has entered into a Loan Agreement with Greystone Monticello Funding LLC, a Financial Institution in New York City, New York for acquisition of the property. The Loan Agreement is in the amount of $43,850,000 with fair market rate interest rates. The Mortgage Loan is secured by a Security Interest in the amount of $43,850,000.

## VII. SERVICES

Shenandoah is a senior community incorporating skilled nursing care (124-beds), personal care (23-beds), and independent living (2 units). The facility is located at 101 E. Washington Street, Shenandoah, PA 17976. Greenwood Center for Nursing and Rehab is under the control of Shenandoah Opco LLC and is located at 149 Lafayette Avenue, Tamaqua, PA, approximately 14.27 miles from the Shenandoah campus. The Greenwood campus consists of a 150-bed skilled nursing facility and is an option in the event that Shenandoah is full at the time a resident may need nursing care.

Services are provided to the Continuing Care Resident of the Independent Living Unit in return for the payment of an Entrance Fee and a Monthly Fee.

The following items will be provided by Community as part of the Residence:

- Kitchen Stove
- Refrigerator
- Convection Microwave
- Toaster Oven
- Dining Table with Chairs
- Television

- Couch
- Armchair
- Coffee Table
- Single Bed
- Dresser
- Wardrobe
- Window Dressings
- Floor Coverings

The following services will be provided at no additional cost to the Monthly Fee:

**SERVICES INCLUDED IN THE MONTHLY FEE**

1. Central Heating and Air Conditioning
2. Electricity
3. Sewer, Water, and Refuse Collection
4. Access for Telephone and Cable TV
5. Maintenance of Grounds/Snow Removal
6. Real Estate Taxes
7. Maintenance of Appliances and Other Property of Shenandoah Senior Living Community
8. Administrative Support Services
9. Community Washer/Dryer
10. Free Designated Parking
11. Response Call System

Reference should be made to the Independent Living Resident Agreement for further information.

The following services will be provided at an additional cost to the Monthly Fee:

**ADDITIONAL SERVICES AVAILABLE FOR AN EXTRA CHARGE**

Meals are available for an additional charge in the community room of the CCRC, which is easily accessed by the CCRC residents. All other services, including barber, beauty, and telephone and cable fees are provided at an additional charge. Personal Property Insurance is not included in the monthly fee and will be the responsibility of the resident.

- Three (3) meals at $10.00 per day or $6.00 per meal
- Tray Service to the Residence - $2.00 per meal
- Laundry - $30.00 per month
- Beautician charges:
  - Perm - $38.00
  - Trim - $5.50
  - Wash/Cut/Set - $16.00
  - Wash/Cut - $10.00

- Wash/Set - $9.00
- Color/Cut/Wash/Set - $34.00
- Color/Wash/Set - $24.00
- Color - $15.00
- Cut - $10.00
- Shave - $4.00

The cost for personal care or nursing care services is not included in the Entrance Fee or Monthly Fee. If a resident requires personal care or nursing care services, an Admission Agreement is signed for that level of care which establishes the basis for charges for personal care and nursing care services. The fees associated with the provision of personal care and nursing care services depend upon the type of room and/ or services required. Residents have priority access to personal care and nursing care services at Shenandoah Senior Living Community and Greenwood Center for Nursing and Rehab. If space is not immediately available at either campus, then the Community will assist resident in making arrangements to transfer to a local personal care or nursing care facility.

Reference should be made to the Independent Living Resident Agreement for further information.

Shenandoah independent living leases are not life-care contracts. Residents moving from independent living to skilled nursing or personal care are responsible for paying the per-diem rates at the skilled nursing center or the personal care services. While residents who move from independent living to the skilled nursing facility are responsible for the per diem charges at that level of care, they are provided priority admission as part of their independent living resident agreements. *See*, Shenandoah Independent Living Resident Agreement attached hereto as **Tab B2**.

## VIII. FEES AND CHARGES

30 days' notice will be provided for any increases in rates and will be distributed to all CCRC residents and will be attached to the back of this Disclosure Statement as Supplement "A".

**Please note:** No entrance fee or any portion of any entrance fee in excess of 5% will be accepted prior to the date of occupancy.

An Entrance Fee is a one-time fee charged to residents seeking admission to the independent living apartments as a CCRC resident. Prior to the contract being awarded, the prospective resident will fill out an application and submit the completed application to the Administrator of Shenandoah Senior Living Community. The Administrator will review the application and any relevant financial information to verify the prospective resident will qualify for the contract to be awarded. Upon approval of an application for residency, the prospective resident is required to sign the Independent Living Resident Agreement. The Entrance Fee shall be paid in full on the date the resident occupies the unit even though this Agreement may have been executed in advance of that date.

**Amortization of Entrance Fee**: The Entrance Fee is subject to a 4-year amortization schedule.

| Model Type:<br><br>Apartment | Square Footage | Entrance Fee Single Occupancy | Entrance Fee Double Occupancy | Monthly Fee Single Occupancy | Monthly Fee Double Occupancy |
|---|---|---|---|---|---|
| One Bedroom, Kitchen, Living/Dining Room, Bathroom | Approx. 783 sq. ft. | $18,000 | $21,600 | $1,500 | $1,800 |
| One Bedroom, Kitchen, Living/Dining Room, Bathroom | Approx. 486 sq. ft. | $14,400 | $16,800 | $1,200 | $1,400 |

In the event that an additional occupant moves in with an existing resident, please refer to the Independent Living Resident Agreement for details regarding additional fees.

**REFUND POLICY**

Termination Before Occupancy

Any Entrance Fee payments will be refunded in full if the resident rescinds the Independent Living Resident Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of the Independent Living Resident Agreement by the resident's death before the designated occupancy date or actual date of occupancy, whichever is earlier; or in the event the resident is precluded from taking occupancy because of illness, injury, or incapacity, prior to the designated occupancy date or actual date of occupancy, whichever is earlier; then Shenandoah Senior Living Community will make a full refund of all Entrance Fee payments less any amounts deducted to cover expenses incurred by Shenandoah Senior Living Community at the resident's specific written request.

If the resident does not terminate the Independent Living Resident Agreement within the seven (7) day rescission period but does terminate prior to the designated occupancy date or actual date of occupancy, whichever is earlier, while not precluded from taking occupancy by illness, injury, incapacity, or death; then Shenandoah Senior Living Community will retain five percent (5%) of the Entrance Fee. The balance of any Entrance Fee payments will be refunded to the resident, less any amounts deducted to cover expenses incurred by Shenandoah Senior Living Community at the specific written request of the resident, in accordance with the refund provisions of the Independent Living Resident Agreement. Where two (2) individuals have signed the Independent Living Resident Agreement for double occupancy, the death of one co-resident will not constitute termination of the Independent Living Resident Agreement, and no refund will be due.

Reference should be made to the Independent Living Resident Agreement for further information.

Termination After Occupancy

In the event of termination of the Independent Living Resident Agreement a resident will be entitled to a refund of any unamortized portion of the Entrance Fee, less deductions for any amounts necessary to cover costs incurred by Shenandoah Senior Living Community to refurbish, restore or repair the residence in the event of unreasonable wear and tear, and/or costs incurred at the resident's specific request, and/or any unpaid charges. Twenty percent (20%) of the Entrance Fee shall be earned by the Community on the first day the resident occupies the unit. The remaining eighty percent (80%) of the Entrance Fee shall be amortized and earned by the Community at the rate of twenty percent (20%) each year for a period of 4 years from the Date of Occupancy of the living unit. At the conclusion of the 4-year period the remaining 80% of the Entrance Fee shall be earned by the Community in full and zero percent (0%) of the Entrance Fee will be due as a refund. The amortization of the Entrance Fee will be pro-rated and calculated on a monthly basis. All applicable refunds will be made after the resident surrenders the apartment and only after the apartment has been re-occupied by another resident who has paid in full the applicable Entrance Fee.

If the resident is permanently transferred to the personal care or nursing care facility, the Independent Living Resident Agreement for independent living will terminate.

Reference should be made to the Independent Living Resident Agreement for further information.

**Skilled Nursing Facility Daily Room & Board Rates:**

**Shenandoah**: Private Room: $335 per day; Semi-Private Room: $324 per day.

**Greenwood**: Private Room: $361 per day; Semi-Private Room: $324 per day.

**Personal Care Home Daily Room & Board Rates:**

Private Room: $165 per day; Semi-Private Room: $83 per day.

**Dollar Increases in Rates Over the Last 5 Years**

(Began Operating Under Current Ownership in November of 2023)

| | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|---|---|---|---|---|
| **SNF** | 0 | 0 | | | |
| **PCH** | 0 | 0 | | | |
| **IL** | 0 | 0 | | | |

## IX. RESERVE FUNDING

Shenandoah will maintain such liquid reserves as are required by the Continuing Care Provider Registration and Disclosure Act (hereinafter "Act"). These funds are invested in financial instruments that are easily converted to cash such as Certificates of Deposit insured by insurance financial institutions, money market funds issued by a regulated investment company, other acceptable securities, and commercial paper to assure liquidity. Apostrophe Opco LLC is responsible for investing these funds, however, the Administrator, John Tarson, reviews/evaluates and makes changes as appropriate.

## X. CERTIFIED FINANCIAL STATEMENT

The Audited Financial Statements will be attached at **Tab B3**.

In addition, a spreadsheet comparing the 2025 budget to the actual results for 2025 will be attached hereto at **Tab B4**. The spreadsheet will include a narrative statement highlighting the material differences between the 2025 budget to the actual results for 2025. Finally, the spreadsheet will contain Shenandoah's budget for 2026.

## XI. RIGHT TO RESCIND

Prospective residents have the right to cancel the occupancy agreement by following the terms outlined in the notice attached as **Tab B5**.

## XII. ADMISSIONS AGREEMENT

A copy of the independent living resident agreement is attached hereto as **Tab B2**.

## XIII. ESCALATION OF RENTS

Charges that are paid in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes by State or Federal assistance programs.

# RECEIPT

The undersigned hereby acknowledges delivery and receipt of Shenandoah Senior Living Community's Disclosure Statement dated _____ and all attachments including a copy of the Independent Living Resident Agreement and the Notice of Right to Rescind.

_____
Signature of Resident

_____
Signature of Co-Resident (if applicable)

_____
Signature of Responsible Party / Family Member (if applicable)

_____
Date

# TAB B1

# Brief Biographical Descriptions:

## Shenandoah:

John Tarson is the current Nursing Home Administrator for Shenandoah Senior Living Community. John graduated from Kutztown University in Kutztown, PA with a Bachelor of Science Degree in 1986. John earned his Nursing Home Administration Certification from Marywood University in Scranton, PA in 1997. Mr. Tarson obtained his Nursing Home Administrator License from the Pennsylvania Department of State in Harrisburg, PA in 1998. Mr. Tarson has gained over two decades of experience in the Healthcare Industry as a Nursing Home Administrator. Mr. Tarson's employment record includes: NHA at Broad Mountain Nursing & Rehab Center, NHA at Balanced Care Bloomsburg, NHA at Ashland Regional Medical Center, NHA at HCR ManorCare in Toledo, NHA at Mountain View Nursing & Rehab Center, NHA at HCR ManorCare in Allentown, and NHA at Shenandoah Senior Living Community.

Diana Lazur is the current Medical Director for Shenandoah Senior Living Community. Dr. Lazur graduated from the Philadelphia College of Pharmacy and Science in 1978 with a Bachelor of Science Degree in Pharmacy. Dr. Lazur graduated from the Philadelphia College of Osteopathic Medicine in 1988 with a Doctor of Osteopathy Degree. Dr. Lazur obtained her Osteopathic Physician and Surgeon License from the Commonwealth of Pennsylvania Department of State Bureau of Professional and Occupational Affairs in Harrisburg, PA in 1989. In addition, Dr. Lazur has obtained her Advanced Cardiovascular Life Support Certification as well as her Basic Life Support Certification. Diana has over twenty years of experience as a physician in the healthcare industry. Her employment record includes Physician at IMG, Swain-Lazur Associates, PC, Medical Director at Omni Home Health, Medical Director at Luther Ridge Personal Care Home, Medical Director at Green Valley Nursing Home, and Physician at LVHN Wound Center.

## Greenwood:

Melissa Yavorchak is the current Nursing Home Administrator for Greenwood Center for Nursing and Rehabilitation. Melissa graduated from Wilkes University, located in Wilkes Barre, PA, with a bachelor's degree in 2009. Ms. Yavorchak obtained her Nursing Home Administrator License from the PA Department of State in 2018. Ms. Yavorchak has over five years of experience as a Nursing Home Administrator in the Healthcare Industry. Her employment record includes NHA at Gardens at Wyoming Valley, NHA at Gardens at Scranton, NHA at Rose City, and NHA at Greenwood Center for Nursing and Rehab.

Dr. Thomas Neill is the current Medical Director for Greenwood Center for Nursing and Rehabilitation. Dr. Neill graduated from Elizabethtown College with a bachelor's degree in biology in 1978. He graduated from the Philadelphia College of Osteopathic Medicine with a Doctor of Osteopathic Medicine Degree in 1982. Dr. Neill completed his Family Practice Residency at the Allentown Hospital in 1984. He is an active member of the American Osteopathic Association and the Pennsylvania Osteopathic Medical Association. Dr. Neill obtained his Medical License from the PA Department of State in 1983. Dr. Neill has over

twenty years of experience as a Physician in the Medical Field. His employment record includes Physician at St. Lukes Hospital, Physician at PA Department of Corrections SCI Mahanoy, Physician at Kids Peace Hospital, and Physician at Weissport Medical Services.

# TAB B2

# SHENANDOAH OPCO LLC
# INDEPENDENT LIVING AGREEMENT

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## DEFINITIONS OF WORDS AND PHRASES

**SECTION A**

**ADDITIONAL OCCUPANT:** An individual who, after Resident takes occupancy applies and is accepted for admission to the Community to occupy as a Co-Resident the living unit.

**ASSIGNMENT OF INSURANCE:** The granting of authority to the Community to apply for and collect insurance benefits from Resident's insurance carrier(s) for services furnished to Resident or on Resident's behalf by the Community.

**CONTINUED CARE:** The provision by the Community of living accommodations and care for Resident in a living unit and, if available, in the Personal Care Residence or Health Center, until termination of this Agreement.

**CO-RESIDENT:** One of two individuals who signs as Resident to occupy initially one living unit.

**DESIGNATED OCCUPANCY DATE:** The date designed by the Community on which Resident must accept occupancy of the living unit.

**DOUBLE OCCUPANCY:** Two individuals initially residing in a living unit as co-Residents.

**DOUBLE OCCUPANCY FEE:** The additional fee for a second occupant of the living unit. This charge is included in the Monthly Fee.

**ENTRANCE FEE:** The charge for admission to the Community. The amount of the Entrance Fee is based on the type of the living unit.

**EXECUTIVE DIRECTOR:** The person designated to administer the community and to whom every member of the staff is accountable. Unless otherwise disclosed in the Community's Disclosure Statement the Executive Director is the Nursing Home Administrator of the Health Center.

**HEALTH CENTER:** The licensed skilled nursing care facility of the Community.

**LIVING ACCOMMODATION:** The living unit, or Personal Care room or nursing care bed provided for occupancy by Resident.

**LIVING UNIT:** A room or combination of rooms in the Community provided for occupancy by Resident that does not include nursing facility services.

**MEDICAL DIRECTOR:** The physician designated by the Community to supervise the medical affairs of the Community and residents.

**MONTHLY FEE:** The monthly charge for occupancy of a living unit. The amount of the Monthly Fee is based on the number of occupants and the size of the living unit. In situations of double occupancy, it includes the Double Occupancy Fee.

**DAILY ROOM AND BOARD RATE:** The daily charge for routine health care services. It does not include charges for ancillary or miscellaneous services. Routine health care services are in semi-private accommodations. There is an additional charge for private accommodations.

**OCCUPANCY:** The right to possession and use of the living accommodation.

**PERSONAL CARE RESIDENCE:** The facility licensed by the Pennsylvania Department of Human Services to provide personal care at the Community.

**RATE SCHEDULE:** The Community publication reflecting current charges for services rendered by Community.

**REFURBISHMENT FEE:** The charge for transferring and moving from the living unit designated under this Agreement to another living unit.

**RESERVATION FEE:** The fee paid for placement of applicant's name on the Waiting List which assures priority access to the designated living unit over other applicants.

**RESIDENT HANDBOOK:** The Community publication reflecting the rules, regulations, policies and administrative procedures of the Community. Resident is obligated to comply with the Community's rules, regulations, policies and procedures reflected in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights, and it is subject to change from time to time.

**SINGLE OCCUPANCY:** One individual initially residing in the living unit.

**SURRENDER:** To cease to occupy a living accommodation, to remove all possessions from it, and to return all keys for it.

**THE COMMUNITY**
**INDEPENDENT LIVING**
**RESIDENT AGREEMENT**

THIS RESIDENCY AGREEMENT (called "Agreement"), made this _____, 20__ between Shenandoah Opco LLC d/b/a Shenandoah Senior Living Community (also called "Community" or "Shenandoah") and _____ (called "Resident", and when two individuals sign this Agreement for double occupancy, they are called collectively "Resident: where the context permits, and individually "Co-Resident) for admission of Resident to the Community for occupancy.

**RECITALS:**

Shenandoah operates a continuing care retirement community ("Community") consisting of three levels of care the first being a licensed health care facility, the second being a personal care facility, and the third being independent living apartments for residents who do not require nursing facility services; and,

Resident has applied for admission to the Community, and,

The Community has reviewed and accepted Resident's application subject to the execution of this Agreement.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, the Community and Resident agree as follows:

## SECTION 1: LIVING ACCOMODATIONS AND FACILITIES

1.1 Living Accommodations and Term.

The Community shall provide Resident with the living accommodations, specifically unit number _____ at 101 E. Washington Street, Shenandoah, PA 17976 (hereinafter "Unit") and common facilities and services specified in this Agreement, beginning on the Designated Occupancy Date or actual date of occupancy, whichever is earlier, and continuing until the termination of this Agreement.

1.2 Common Facilities.

Resident may use in common with others the social and recreational facilities, grounds, and other facilities provided by the Community for all residents.

1.3 Health Care Center.

The Community shall operate a skilled nursing facility on campus for the delivery of health care services, which shall be available on a priority access basis to Residents whose care needs meet licensure requirements for this level of care as determined by the Community subject to State and Federal review. In addition, Greenwood Center for Nursing and Rehab located at 149 Lafayette Avenue, Tamaqua, PA 18252 offers an additional skilled nursing facility that CCRC Residents of Shenandoah Senior Living Community have the option of selecting for nursing care services, depending on their

preference or convenience. Collectively, both skilled nursing facilities named above shall hereinafter be called "Health Center."

1.4 Personal Care Residence.

The Community shall at all times maintain its license to operate an apartment style personal care facility at the Community ("Personal Care Residence"). The Personal Care Facility shall be available on a priority access basis to Residents whose care needs meet the licensure requirements for this level of care as determined by the Community subject to State and Federal review.

1.5 Designated Occupancy Date.

The Community expects that a placement will be available for the Resident's occupancy _____ (the "Designated Occupancy Date"). The obligation to pay the Monthly Fee shall begin on the Designated Occupancy Date or upon occupancy, whichever is earlier, and the Entrance Fee is not due until the date of occupancy.

## SECTION 2: SERVICES

2.1 Utilities.

The Community shall provide water, sewer, electric, heat and air conditioning, and refuse collection. These services are included in the Monthly Fee. The Community reserves the right to establish maximum usage levels on utilities and to charge Resident for any unreasonably excessive usage due to waste or abuse.

2.2 Assessments.

The Community may be assessed real estate taxes. Real estate taxes are included in the Monthly Fee. Monthly fee adjustments will reflect any increase in future assessments. Payment of a pro-rata portion of any real estate tax assessment does not give the Resident any interest in the land, improvements, or real estate of the Community.

2.3 Telephone.

The Community shall provide each resident with access to telephone service. All telephone service charges, including connection charges, are not included in the Monthly Fee and shall be paid by Resident.

2.4 Cable Television.

The Community shall provide each resident with access to cable television service and at least one cable connection. Basic cable service and expanded pay channel service are not included in the Monthly Fee and shall be paid by Resident.

2.5 Maintenance and Repair of Equipment.

The Community shall provide necessary repairs, maintenance and replacement of the Community's property, equipment and appliances. Repairs, maintenance, and replacement of Resident's property and furnishings shall be the responsibility of Resident and are not included in the Monthly Fee. Redecoration will be at the discretion of the Community and will be implemented as part of the Community's preventive maintenance program and is included in the Monthly Fee.

2.6 Maintenance of Grounds.

The Community shall provide grounds keeping, lawn care, snow removal and grounds lighting. These services are included in the Monthly Fee.

2.7 Insurance.

The Community shall provide insurance on the Community's property only. Resident is responsible to insure personal property and for the cost of such insurance.

2.8 Administration.

The Community shall provide administrative support services to implement the provisions of this Agreement. Administrative services are included in the Monthly Fee.

2.9 Food and Meals.

The Community shall provide three (3) meals per day in the Community's dining room, which are not included in the Monthly Fee and are available to Resident for an additional charge. *See* Disclosure Statement.

2.10 Housekeeping.

The Community does not currently offer a housekeeping service. It is the responsibility of Resident to keep the unit in an orderly and sanitary condition. The Community shall make available a communal washer and dryer located within the Community for use by Resident for personal laundry. Resident shall provide their own detergent and fabric softeners. The Community shall make available a laundry service that is not included in the Monthly Fee but is available at an additional charge. *See* Disclosure Statement.

2.11 Parking.

The Community shall provide a parking space for Resident. Residents who own a vehicle must possess a valid driver's license, register the vehicle with the Community, and provide proof of liability insurance coverage for that vehicle.

2.12 Activities

The Community, at its discretion, shall provide recreational, educational, and social services. Access to, participation in, and fees, if any, associated with activities are governed by the policy of the Community, which is subject to change from time to time.

2.13 Additional Miscellaneous Services.

Other miscellaneous services are available at an additional charge and are not included in the Monthly Fee.

2.14 Changes in Service.

The Community reserves the right to alter services and will provide thirty (30) days advance notice of any changes in services. A schedule of all Items and Services currently included in the monthly fee is attached as Schedule A.

## SECTION 3: HEALTH AND PERSONAL CARE SERVICES

3.0 Personal Care Provided Within Personal Care Unit and its Attendant Costs. The Community shall at all times maintain its license to offer personal care services at the Community. Once a resident's needs meet licensure requirements for this level of care as determined by the Community as outlined in Section 8 of this Agreement and subject to State review, this level of care will be provided to the resident within a Personal Care Unit for the Community's then prevailing monthly fees for personal living care. The resident will be required to execute the Community's personal care Admission Agreement then in effect. The prevailing personal care monthly rates are outlined in the Community's annual disclosure statement filed with the Pennsylvania Department of Insurance each year and which is furnished to all residents each year. Ancillary charges are not included in the personal care monthly rate and will be provided at an additional fee. Ancillary services may include the following: routine nursing care services in the Health Center, therapist, or rehabilitation services, physician services, diagnostic services, dental services, drugs and medications, private duty nurses or companions, care for psychiatric conditions, podiatry, refractions, eyeglasses, hearing aids, orthopedic appliances, incontinence supplies, specialized treatment or any other health or medical service not provided under this Agreement. Upon execution of the Community's personal care Admission Agreement then in effect, as contemplated by this paragraph, the entrance fee shall be promptly refunded to the resident, less any amount that is owed to the Community at such time.

3.1 The Health Care Center and Personal Care Residence.

The Community shall operate the Health Care Center and Personal Care Residence and shall make available on a priority access basis and at an additional charge routine health care services for temporary or permanent illnesses. Resident shall sign an Admission Agreement and be responsible for the then prevailing Daily Room and Board Rate for each day of skilled nursing care services provided to Resident in the Health Center or the then prevailing rate for personal care services at the Personal Care Residence upon transfer. There is no guarantee that space will be available in the Community's Health Center or Personal Care Residence at such time as Resident may require nursing care or personal care services.

3.2 Emergency Nursing Services.

Emergency nursing intervention or initial nursing assessment by the Community in the event of an accident/emergency is available and will be provided at no additional cost.

3.3 Temporary Nursing or Companion Services in the Living Unit.

The use of private duty nurses, companions or individuals providing personal services must be approved in writing by the Community. All private duty nurses or companions must provide the Community with an appropriate Release and Indemnification Agreement, as well as proof of liability insurance as a condition of the Community's approval. Resident must make all arrangements and is responsible to pay the cost for such services. To the extent required by law, Resident may be required to provide worker's compensation insurance. The Community reserves the right to approve/disapprove all nurses and companions and to prohibit the use of such services.

3.4 Hospitalization.

The Community does not provide a hospital or acute care. The Community will arrange for the prompt transfer of Resident to a hospital on order of a physician. The costs of ambulance or emergency transportation for transfer to a hospital or other acute care provider and the costs of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of Resident.

3.5 Accident or Illness Away from the Community.

In the event Resident suffers an accident or illness while away from the Community, and Resident relies on health care and support services available in the area where the accident or illness occurred, Resident's health insurance or other personal resources available to Resident must be used for payment for such services.

3.6 Mental Illness and Other Limitation on Care.

The Health Center and Personal Care Residence are not designed to care for persons who are afflicted with serious mental illness or who require specialized psychiatric care or services not authorized or permitted under the health centers or Personal Care licensure regulations. If the Community determines that Resident's mental or physical condition is such that Resident's, or in the case of double occupancy, one Co-Resident's continued presence in the Community is either dangerous or detrimental to the life, health, safety of Resident, or in the care of double occupancy, a Co-Resident, or other residents or the peaceful enjoyment of the Community by other residents, the Community may transfer Resident or in the case of double occupancy a Co-Resident, to an appropriate outside care facility. The Community's determination shall be made in writing and signed by the Medical Director and the Executive Director or designee of the Community. If the transfer is for a temporary period, then the Resident shall continue to pay the applicable Monthly Fee and also shall be responsible to pay for the cost of Resident's or in the case of double occupancy, Co-Resident's care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply, except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where the Resident is a danger to self or others, or to the health, safety or peace of the Community.

3.7 Costs in the Health Center and Personal Care Residence.

(a) Exclusions (not covered by the Monthly Fee). There will be an additional charge for all personal, medical, health and nursing care services. The cost of nursing and personal care services are not included in the Monthly Fee, and Resident shall be responsible to pay the charges and costs for all health and personal care related services, including, but not limited to routine personal or nursing care services in the Health Center or Personal Care Residence, therapist, or rehabilitation services, physician services, diagnostic services, dental services, drugs and medications, private duty nurses or companions, care for psychiatric conditions, podiatry, refractions, eyeglasses, hearing aids, orthopedic appliances, incontinence supplies, personal care supplies, specialized treatment or any other health or medical service provided under this Agreement. Resident shall pay the Daily Room and Board Rate for skilled nursing services provided at the Health Center and the then prevailing rate for personal care services provided at the Personal Care Residence as that charge is reflected in the Description of Current Charges and Fees in the Community's Disclosure Statement. The Community, not Resident, shall be liable to

another health care provider (including an employee or subcontractor of the Community) for health care services that the Community agrees to furnish under this Agreement in consideration of Resident's payments of the Entrance Fee and other periodic fees.

(b) Ancillary Services. All miscellaneous charges and fees for ancillary services not covered or included in the Daily Room and Board Rate or the Monthly Room and Board Rate are an additional charge and shall be paid by Resident. A description of the skilled nursing care services covered by and included in the Daily Room and Board Rate and the personal care service covered by the Monthly Room and Board Rate and the ancillary services not covered by or included in the Daily or Monthly Room and Board Rates is contained in the Community's current Disclosure Statement.

(c) Living Unit Reservation Costs. Resident shall pay the then current Daily Room and Board rate for skilled nursing care at the Health Center or the rate for personal care services at the Personal Care Residence as reflected in the Disclosure Statement and the charges for reserving the living unit as set forth below.

(i) Temporary Transfer.

(A) Single Occupancy. During any period of temporary transfer, Resident shall be charged and shall pay the Daily Room and Board Rate for skilled nursing care in the Health Center and the Monthly Rate for personal care services at the Personal Care Residence and any other additional charges for ancillary or miscellaneous services in the Health Center or Personal Care Residence and shall continue to pay the then current applicable Monthly Fee for reservation of the living unit. There will be no reduction in the Monthly Fee upon temporary transfer to the Health Center or Personal Care Residence. The Community reserves the right to declare the transfer permanent at any time in accordance with Section 8.2 of this Agreement.

(B) Double Occupancy. During the period of temporary transfer, the Co-Resident in the Health Center or Personal Care Residence shall be charged and shall pay the then current Daily Room and Board Rate for skilled nursing care at the Health Center or the Monthly Room and Board Rate for personal care provided at the Personal Care Residence, and any other additional charges for ancillary or miscellaneous services. The Co-Resident remaining in the living unit shall be charged and shall pay the Monthly Fee for Single Occupancy. In the event both Co-Residents are temporarily transferred, each Co-Resident shall be charged and shall pay the Daily Room and Board Rate for skilled nursing care at the Health Center or the Monthly Room and Board Rate for personal care services at the Personal Care Residence and any additional charges for ancillary or miscellaneous services in the Health Center or Personal Care Residence, and collectively shall be charged and shall pay the then current Monthly Fee for Single Occupancy. Each Co-Resident remains jointly and severally liable for each other's charges. The Community reserves the right to declare any transfer permanent at any time in accordance with Section 8.2 of this Agreement.

(ii) Permanent Transfer.

(A) Single Occupancy. Upon the permanent transfer of

Resident to the Health Center, and subsequent surrender of the Living Unit, the obligation to pay the Monthly Fee shall cease, and the Resident shall pay only the Daily Room and Board Rate for nursing care services. Upon permanent transfer of the resident to the status of providing personal care from the personal care unit the resident will be responsible for paying the Daily Room and Board Rate for personal care services, and the other additional charges for ancillary or miscellaneous services, as outlined in Attachment "A" to the Community's annual Disclosure Statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. The entrance fee shall be promptly refunded to the resident in the case of permanent transfer, less any amount that is owed to the Community at such time.

(B) Double Occupancy. At the time one Co-Resident is permanently transferred to the Health Center, the Monthly Fee for the living unit shall be reduced to the Monthly Fee for Single Occupancy. The Co-resident in the Health Center shall be charged and shall pay the applicable Daily Room and Board Rate for routine nursing care and any additional charges for ancillary or miscellaneous services, and the Co- Resident remaining in the living unit shall be charged and shall pay the Monthly Fee for Single Occupancy. In the event both Co-Residents are permanently transferred to the Health Center, each Co-Resident shall be charged and shall pay the Daily Room and Board Rate for nursing care services and any other additional charges for ancillary or miscellaneous services. Each obligation to pay the Monthly Fee shall cease upon permanent transfer of both Co-residents and surrender of the living unit. At the time one Co-Resident is permanently transferred to the status of providing personal care in the personal care unit only that Co-Resident will be responsible for paying the Daily Room and Board Rate for personal care services, and the other additional charges for ancillary or miscellaneous services, as outlined in Attachment "A" to the Community's annual Disclosure Statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. In the event both Co-Residents are permanently transferred to the status of providing personal care from within the living unit each Co-Resident resident will be responsible for paying the Daily Room and Board Rate for personal care services, and the other additional charges for ancillary or miscellaneous services, as outlined in Attachment "A" to the Community's annual Disclosure Statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. When both Co-Residents are permanently transferred either to the Health Center or to the status of providing personal care from within the personal care unit, the entrance fee shall be promptly refunded to Resident, less any amount owed to the Community at such time.

## SECTION 4: FEES

4.1 Entrance Fees.

The amount of the Entrance Fee is based on the type of living unit selected. Resident shall pay to the Community the sum of $ _____ as an Entrance Fee. The Entrance Fee or any portion of the Entrance Fee will not be accepted prior to the designated date of occupancy or actual occupancy by the resident, whichever is earlier to occur, even though this Agreement may have been executed in advance of that date.

4.2 Amortization of Entrance Fee.

The Entrance Fee shall not be subject to amortization.

4.3 Use of Entrance Fee.

The entire Entrance Fee after payment shall be used by the Community for any corporate purpose and in any manner deemed appropriate by the Community in its sole and absolute discretion consistent with law. No portion of the Entrance Fee shall be held in Trust for Resident and the Community assumes no fiduciary obligations to Resident with respect to any amounts paid for admission to or continued occupancy in the Community. However, the Entrance Fee described in Paragraph 4.2, above, shall be refundable to the Resident should the Resident elect to cancel this Agreement if the Resident moves to a higher level of care or if this Agreement is otherwise properly cancelled pursuant to its terms.

4.4 Fee for Optional/Additional Furnishings or Appliances. If applicable, the fee of $_____ for any optional or additional furnishings or appliances, must be paid on or before the Designated Occupancy Date or prior to occupancy, whichever is earlier.

4.5 Monthly Fee.

(a) Amount. Resident shall pay to THE COMMUNITY a Monthly Fee of $_____in advance each month for **SINGLE** occupancy of the living unit. The amount of the Monthly Fee is based on the number of occupants of the living unit. In situations of Double Occupancy, the Monthly Fee includes the Additional Occupant Fee. When personal care or nursing care is needed on a permanent basis, the resident will surrender the independent living unit currently occupied and transfer to a unit that coincides with the appropriate level of care needed. The resident will then cease to pay the monthly maintenance fee for the independent living unit and begin paying the current daily room and board rate for the appropriate level of care, plus any additional charges depending on the severity of the care needed. An explanation and description of the additional personal care fees are published in the Community's annual disclosure statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. 30 days prior written notice shall be provided prior to an increase in the Monthly Fee."

(b) Payment and Due Date. Payment of the first Monthly Fee is due on the date Resident accepts occupancy or the Designated Occupancy Date, whichever is earlier. The Monthly Fee shall be pro-rated if Resident assumes occupancy after the first of the month. Resident shall receive a monthly invoice on or about the third day of each subsequent month. All subsequent Monthly Fee payments are due on the seventh day of each month thereafter. All subsequent Monthly Fee or other charges for care or for miscellaneous or ancillary services are not paid within thirty (30) days of the due date, then, subject to Section 5 of this Agreement or as it may be periodically revised, the Community may elect to exercise its available rights and remedies under this Agreement, including termination.

4.6 Other Charges.

The monthly invoice shall reflect all other charges for routine nursing care and for miscellaneous, ancillary or other services in addition to the Monthly Fee. Payment

for all other charges also is due on or before the seventh day of the month of the receipt of the invoice.

4.7 Co-Resident's Fee Responsibility.

In situations of Double Occupancy, each Co-Resident, shall be jointly and severally liable for all payments due under this Agreement. If one Co-Resident dies or leaves the facility, the remaining Co-Resident shall be responsible for payment of the applicable Monthly Fee and any other charges.

4.8 Service Charge For Late Payment.

A service charge of one and one-quarter (1 ¼%) percent per month will be added to amounts part due in excess of thirty (30) days. Resident is obligated to pay all actual attorney's fees and costs relative to the collection of any amounts past due in excess of ninety (90) days.

4.9 Disclosure of Financial Information.

The Community reserves the right to require Resident upon request to update the financial information disclosed in the application for admission.

4.10 Statement RE: 40 P.S. Section 3214(a)(11)

Pursuant to 40 P.S. Section 3214(a)(11), to the extent this Agreement contains charges for care paid in one lump sum, they shall not be increased or changed during the duration of the agreed upon care, except for changes required by State or Federal assistance programs. In addition, the Community shall not seek to enter into any addendum to this Agreement which will seek to alter any lump sum payment for care made or which seeks to charge a lump sum payment for care.

## SECTION 5: Circumstances Under Which Resident Will be Permitted to Remain in Unit in the Event of Financial Difficulties

5.1 Inability to Pay -- Deductions from the Entrance Fee.

If Resident's income and assets are no longer sufficient to pay the Monthly Fee and any other financial obligations under this Agreement, then the Community shall deduct from any funds otherwise due Resident as a refund, amounts necessary to fulfill all of Resident's financial obligations under this Agreement. Resident hereby authorizes such deductions from any refundable portions of the Entrance Fee. The Community shall make such deductions from any refunds otherwise due under this Agreement at such time as any amounts due the Community under this Agreement have been unpaid for more than thirty (30) days from the payment due date. The Community shall continue to make such deductions from any amounts otherwise due as a refund under this Agreement on a monthly basis to offset any unpaid financial obligations of resident until all funds otherwise due Resident as a refund have been exhausted and paid to the Community. The Community offers no other financial assistance to the resident and reserves the right to terminate this Agreement should the resident exhaust all financial resources.

## SECTION 6: MARRIAGE AND/OR ADDITIONAL OCCUPANTS.

6.1 Non-Resident.

In the event that a single Resident wishes to marry or have another person not admitted to the Community under a residency Agreement share Resident's living unit as a Co-Resident, the proposed Additional Occupant must file an application for admission and meet all age, medical and other requirements for admission applicable to Residents of the living unit. Admittance of an Additional Occupant shall be at the sole discretion of the Community. If the proposed Additional Occupant receives approval to occupy the living unit, this Agreement will be amended and the Additional Occupant shall pay one-half of the Entrance Fee in effect at the time Additional Occupant moves into the living unit. In the event that the Additional Occupant dies or otherwise terminates Additional Occupant's agreement with the Community any applicable refund shall be paid to the Additional Occupant or his/her estate. In the event that the proposed Additional Occupant does not meet the requirements for admission, then the proposed Additional Occupant may request admission under such other terms and conditions as may be acceptable to the Community. If an agreement cannot be reached regarding the admission of the proposed Additional Occupant, Resident may exercise the option to terminate this Agreement in accordance with its termination provisions.

6.2 Other Resident.

In the event that Resident desires to marry another Resident admitted under a separate residency Agreement, and, thereafter, occupy a single living unit, Resident first must select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the living units occupied by each Resident, shall be thereafter occupied jointly. The living unit not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated living unit. Upon transfer, the Monthly Fee for double Occupancy of the designated or alternative living unit shall be paid. The residency Agreements shall be amended to reflect the change in the living unit, the change in the Monthly Fee, and any other matters reasonably necessary for the transfer of the Resident to the designated or alternative living unit. Upon transfer to the designated or alternative living unit, the Entrance Fee paid by the Resident shall continue to be held by the Community and shall be subject to refund only in accordance with the refund provisions of this Agreement relating to Co-Residents.

6.3 In the Case of Personal Care Provided Within the Personal Care Unit

In the event that resident desires to marry a resident of the Personal Care Residence admitted under a separate Personal Care Admission Agreement, resident first must provide the Community with notice in writing at least sixty (60) days in advance of the proposed transfer of the Personal Care Resident to the living unit. The resident occupying the Personal Care Residence and intending to transfer must be capable of satisfying the health and other conditions of occupancy of the living unit. If the resident proposing to transfer cannot satisfy the conditions of occupancy of the living unit as determined in the sole discretion of the Community, the Community reserves the right to deny the request to transfer to the living unit. If the Community denies the request to transfer, Resident may request transfer to the Personal Care Residence or alternatively may exercise the option to terminate this Agreement in accordance with its

termination provisions. The transfer fee then in effect must be paid prior to the transfer of the Additional Occupant from the Personal Care Residence to the living unit. The transfer fee is subject to change from time to time by the Community. Upon transfer, the Monthly Fee for double occupancy of the living unit shall be paid. The Residency Agreement shall be amended to reflect the Co-Residency of the additional occupant, the change in the Monthly Fee, and any other matters reasonably necessary for the transfer. The Entrance Fee paid by Resident shall be retained by the Community and shall be subject to refund only in accordance with the refund provisions of this Agreement relating to Co-Residents.

## SECTION 7: TERMINATION OF AGREEMENT

7.1 Termination by Resident

(a) Rescission Period. Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right of Rescission and delivering it to the Community. In addition, in the event Resident dies before the Designated Occupancy Date, or through illness, injury, or incapacity is precluded from becoming a Resident under the terms of this Agreement, this agreement is automatically rescinded, and a full refund shall issue to Resident, Resident's legal representative, or Resident's estate as the case may be as per the terms of 40 P.S. § 3214(c).

(b) Prior to Occupancy. Any Entrance Fee payments will be refunded in full if the resident rescinds the Independent Living Lease Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of the Independent Living Lease Agreement by the resident's death before the designated occupancy date or actual date of occupancy, whichever is earlier; or in the event the resident is precluded from taking occupancy because of illness, injury, or incapacity, prior to the designated occupancy date or actual date of occupancy, whichever is earlier; then Shenandoah Senior Living Community will make a full refund of all Entrance Fee payments less any amounts deducted to cover expenses incurred by Shenandoah Senior Living Community at the resident's specific written request.

If the resident does not terminate the Independent Living Lease Agreement within the seven (7) day rescission period but does terminate prior to the designated occupancy date or actual date of occupancy, whichever is earlier, while not precluded from taking occupancy by illness, injury, incapacity, or death; then Shenandoah Senior Living Community will retain five percent (5%) of the Entrance Fee. The balance of any Entrance Fee payments will be refunded to the resident, less any amounts deducted to cover expenses incurred by Shenandoah Senior Living Community at the specific written request of the resident, in accordance with the refund provisions of the Independent Living Lease Agreement. Where two (2) individuals have signed the Independent Living Lease Agreement for double occupancy, the death of one co-resident will not constitute termination of the Independent Living Lease Agreement, and no refund will be due.

(c) After Occupancy. After the Designated Occupancy Date, Resident may terminate this Agreement by delivery of written notice to the Community at least sixty (60) days prior to termination, and by the surrender of the living accommodation. Termination shall be effective after the lapse of the sixty (60) day notice period and

surrender of the living accommodation.

In the event of termination of the Independent Living Lease Agreement for any reason after occupancy, a resident will be entitled to a refund of one hundred percent (100%) of the Entrance Fee, less deductions for any amounts necessary to cover costs incurred by Shenandoah Senior Living Community to refurbish, restore or repair the residence in the event of unreasonable wear and tear, and/or costs incurred at the resident's specific request, and/or any unpaid charges. All applicable refunds will be made after the resident surrenders the apartment and only after the apartment has been re-occupied by another resident who has paid in full the applicable Entrance Fee.

(d) Inability to Occupy Due to Illness or Death. This Agreement will be automatically rescinded if the Resident dies before the occupancy date, or through illness, injury or incapacity is precluded from becoming a resident under the terms of this Agreement and the Resident or his legal representative shall receive a full refund of all moneys paid.

7.2 Termination by Community

(a) Prior to Occupancy. The Community may terminate this Agreement at any time prior to occupancy by providing written notice to Resident prior to the Designated Occupancy Date if for whatever reason the Community elects to discontinue operations. All payments, including any Reservation Fee, shall be refunded to Resident.

(b) After Occupancy. The Community may terminate this Agreement upon a determination of just cause and delivery of thirty (30) days written notice or such written notice as is reasonable under the circumstances to Resident or Resident's representative, subject to any additional laws or regulations then in effect. Just cause shall include, but not be limited to, a default in payment subject to Section 5 of the Agreement, the submission of any materially false information in the application documents, the failure of Resident to abide by the Community's rules, regulations, policies and procedures, the breach of any of the other terms of this Agreement, or a good faith determination in writing signed by the medical director and the administrator of the facility that continued occupancy in the living accommodation by Resident creates a serious threat or danger to the life, health, safety or peaceful enjoyment of Resident or other residents or persons in the Community as per the terms of 40 P.S. § 3214(d). The refund provisions of this agreement shall apply to terminations for just cause in the same manner as such provisions would apply to any other termination. Nothing in this subsection shall limit the Resident's rights of continued occupancy under the separate admission agreements for the Health Center or the Personal Care Residence and the laws and regulations limiting cause for transfer or discharge of Health Center or Personal Care residents.

7.3 Termination by Death.

Following the death of Resident this Agreement shall terminate when the living accommodation has been surrendered to the Community. The entrance fee will be refunded to the Resident or the Resident's estate or family of Resident.

7.4 Surrender.

The obligation to pay the Monthly Fee shall continue until the living unit has been surrendered by Resident, or in the case of death, by the estate or family of Resident. Surrender of the living accommodation shall be complete when Resident has ceased to occupy it, and Resident or Resident's Estate or Family has removed all possessions from it and has turned over to the Community the keys for it.

## SECTION 8: LEVEL OF CARE TRANSFERS OR TRANSFER TO AN OUTSIDE FACILITY

8.1 Conditions of Living Unit Occupancy.

Resident shall have the right to occupy the living unit for so long as Resident satisfies the health and other conditions of occupancy. Continued occupancy of the living unit shall, in general, be controlled by the Resident's physical and mental condition. The Community may require Resident to obtain at Resident's expense at least one annual medical examination, or letter from Resident's attending physician confirming that Resident does not need personal or health center services and can otherwise satisfy the Community's conditions for living unit occupancy.

8.2 Decision to Transfer.

(a) Authority to Transfer. The Community may transfer Resident from and between the living unit and the Health Center or provide Personal Care within the Personal Care unit, or any other appropriate care facility if it determines that such a move or increase in care should be made because of the health of the Resident, for the proper operation of the Community, to comply with regulations of the Pennsylvania Department of Human Services, the Pennsylvania Department of Health, the Pennsylvania Insurance Department, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or otherwise to meet the requirements of law. The decision as to whether a transfer or to provide increased care from within the Personal Care unit shall be deemed temporary or permanent shall be made by the Community in its sole discretion, except where limited by law or regulation then in effect. The Community shall consider the opinion of Resident and the advice of a family representative, if available, and, if requested and at the Resident's expense, a private physician. The opinion of Resident and the advice of family and Resident's physician is advisory only and shall not be binding on the Community. The Community's decision regarding the temporary or permanent nature of any transfer or provision of increased care from within the Personal Care unit may be made prior to sixty (60) days from the date of transfer or at any other time deemed appropriate by the Community.

(b) Role of the Community's Medical Director. The Community has a medical doctor licensed to practice medicine in the Commonwealth of Pennsylvania as the Community's Medical Director. Upon certification by the Community's Medical Director that Resident is no longer capable of satisfying the conditions for occupancy of the living unit and is in need of health center or related care, Resident or Resident's next of kin, legal representative or agent acting on Resident's behalf, will be notified by the Community that arrangements will be made for Resident's immediate transfer to the Health Center, the provision of increased care from within the Personal Care unit, or other appropriate care facility. The Community shall not be liable for acting in accordance with the certification of the Medical Director or attending physician.

8.3 Transfers Within the Community's Facilities.

(a) Personal Care Provided Within Personal Care Unit If Resident becomes ill or incapacitated, and in the opinion of the Community's CEO or designee, with the advice of the Community's Medical Director, that the resident is in need of personal care, it will provide such personal care services to Resident in the personal care unit. Such care will be subject to an additional fee. Such action will only be taken upon certification by the Community's Medical Director that Resident is no longer capable of satisfying the conditions for occupancy of the living unit solely on an independent living basis and is in need of personal care, Resident or Resident's next of kin, legal representative or agent acting on Resident's behalf, will be notified by the Community that arrangements will be made for providing personal care in the personal care unit. The Community shall not be liable for acting in accordance with the certification of the Medical Director or attending physician.

(b) Transfer to Health Center. If Resident becomes ill or incapacitated, and in the opinion of the Community's CEO or designee, with the advice of the Medical Director, the Resident requires nursing care, such care will be available on a priority access basis in the Health Center either on a temporary or permanent basis. If the Community's CEO or designee determines that the health of the Resident is such the occupancy in the Health Center will be permanent, Resident's living unit will be released (if not occupied by a Co-Resident) and made available for occupancy by another. In the event that the Community decides that the transfer is permanent, Resident shall surrender the living unit and cause his/her personal possessions to be removed with thirty (30) days of notice of the Community's decision. This paragraph is subject to the provisions of Section 7, above.

8.4 Transfer to Hospital or Other Outside Facility.

In the event that hospitalization or outside care of the Resident becomes necessary as determined by the Community's Medical Director, Resident will be transferred to a hospital or other acute or outside health care provider. In the event Resident's mental, emotional or physical condition deteriorates to a degree that in the professional opinion of the Medical Director, Resident's presence in the Community is deemed detrimental to the health, safety or peace of other residents, the Community may transfer Resident to an appropriate outside care facility. the Community's Executive Director or designee with the advice of the Medical Director may declare Resident's living unit vacant (unless occupied by a Co-Resident) if Resident has been transferred to an outside health care or other special service facility or hospital for health conditions which, in the opinion of the Medical Director or Resident's physician, require permanent or prolonged residence in the outside facilities (i.e. generally sixty (60) days or more). Resident shall surrender the living unit and cause Resident's personal possessions to be removed from the living unit within thirty (30) days after notice of Community's determination that the transfer will be permanent. This paragraph is subject to the provisions of Section 7, above.

8.5 Cost Related to Transfer to an Outside Facility.

(a) Single Occupancy. During any temporary transfer to a hospital or outside facility, Resident shall continue to pay the Monthly Fee and additionally all costs

and charges related to the transfer to and occupancy of the outside facility or hospital. Upon permanent transfer to an outside facility, and after surrender of the living unit, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Resident is obligated to pay the charges for transfer to and occupancy of any outside facilities including the charges for care in an outside personal or nursing care facility resulting from a transfer because of insufficient space in the Community's Health Center.

(b) Double Occupancy. During any temporary transfer of one Co-Resident to a hospital or any outside facility, the Monthly Fee for double occupancy shall continue to be due and payable. Upon the permanent transfer of one Co-Resident to an outside facility, the Monthly Fee shall be reduced to the Monthly Fee for single occupancy of the applicable living unit. In the event both Co-Residents are temporarily transferred to an outside facility, the Monthly Fee for double occupancy shall continue to be due and payable. In the event both Co-Residents are permanently transferred to an outside facility, then, after the surrender of the living unit, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Resident is obligated to pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital, including care in an outside personal or nursing care facility resulting from a transfer because of insufficient space in the Community's Health Center.

8.6 Release of or Return To Living Unit After Transfer.

(a) Temporary Transfer. If Resident is admitted temporarily to the Community's Health Center, Personal Care Residence or a hospital or other outside facility, with a medical prognosis of recovery and return to health consistent with the conditions of living unit occupancy either on an independent basis or a reduced personal care basis, then Resident shall retain possession of the living unit for the purpose of resuming residence. During any period of temporary transfer to one of the Community's Health Center or to the Personal Care Residence, in addition to the Daily Room and Board Rate for that level of care, Resident shall pay the costs for retaining the living unit set forth in Section 8.5 above. Resident may return to the living unit at such time as the Community determines that Resident can satisfy the conditions of occupancy.

(b) Permanent Transfer. If transfer to the Community's Health Center, Personal Care Residence or a hospital or other appropriate outside facility exceeds sixty (60) days, or if at an earlier time the Community determines that Resident will not be able to satisfy the conditions of occupancy so as to resume residence in the living unit, the Community shall have the right to declare the living unit vacant (unless occupied by a Co-Resident) and release the living unit to another. Resident shall surrender and vacate the living unit within thirty (30) days of written notice of the Community's decision to permanently transfer Resident and release the living unit. If, in the Community's opinion, Resident subsequently recovers sufficiently to satisfy the conditions of occupancy of a living unit, the Community in the exercise of its discretion shall make available as soon as reasonably practicable a living unit with a floor plan comparable to the one relinquished. Resident shall be obligated to pay a refurbishment fee prior to re-occupancy which fee is subject to change from time to time. This paragraph is subject to the provisions of Section

7, above.

**SECTION 9: LIMITED REFUND OF ENTRANCE FEE**

Upon termination of this Agreement, Community shall refund the Entrance Fee in accordance with the following provisions:

9.1 Termination Before Occupancy.

Any Entrance Fee payments will be refunded in full if the resident rescinds the Independent Living Lease Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of the Independent Living Lease Agreement by the resident's death before the designated occupancy date or actual date of occupancy, whichever is earlier; or in the event the resident is precluded from taking occupancy because of illness, injury, or incapacity, prior to the designated occupancy date or actual date of occupancy, whichever is earlier; then Shenandoah Senior Living Community will make a full refund of all Entrance Fee payments less any amounts deducted to cover expenses incurred by Shenandoah Senior Living Community at the resident's specific written request

If the resident does not terminate the Independent Living Lease Agreement within the seven (7) day rescission period but does terminate prior to the designated occupancy date or actual date of occupancy, whichever is earlier, while not precluded from taking occupancy by illness, injury, incapacity, or death; then Shenandoah Senior Living Community will retain five percent (5%) of the Entrance Fee. The balance of any Entrance Fee payments will be refunded to the resident, less any amounts deducted to cover expenses incurred by Shenandoah Senior Living Community at the specific written request of the resident, in accordance with the refund provisions of the Independent Living Lease Agreement. Where two (2) individuals have signed the Independent Living Lease Agreement for double occupancy, the death of one co-resident will not constitute termination of the Independent Living Lease Agreement, and no refund will be due.

9.2 Termination After Occupancy

In the event of termination of the Independent Living Lease Agreement for any reason, a resident will be entitled to a refund of one hundred percent (100%) of the Entrance Fee, less deductions for any amounts necessary to cover costs incurred by Shenandoah Senior Living Community to refurbish, restore or repair the residence in the event of unreasonable wear and tear, and/or costs incurred at the resident's specific request, and/or any unpaid charges. All applicable refunds will be made after the resident surrenders the apartment and only after the apartment has been re-occupied by another resident who has paid in full the applicable Entrance Fee.

9.3 No Accrual of Interest.

No interest will accrue to the benefit of Resident on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

9.4 Conditions and Due Date for Refund Payments.

Prior to occupancy, all applicable refunds will be made after termination and within sixty days of Resident’s request. After occupancy, all applicable refunds will

be made only after the Resident's, or in situations of double occupancy, both Co-Residents', vacated living unit has been reoccupied by another resident, and the Entrance Fee for the reoccupied living unit has been paid in full, and this Agreement has been terminated. In the event Resident's vacated living unit is reoccupied by a then current resident of the Community through an internal living unit transfer, then only at such time as the Community receives an Entrance Fee in full for the living unit vacated by the existing resident transferring to Resident's living unit under this Agreement, shall a refund be due. As long as Resident, or in the case of Double Occupancy, a Co-Resident, continues to occupy any living accommodation within the Community, including accommodations in the Health Center, no refund shall be due and no refund shall be paid until the death, permanent transfer outside of the Community, discharge or voluntary departure outside the Community by Resident, or in situations of double occupancy, both Co-Residents, and/or the termination of this Agreement. The amount of any refund due will be calculated by reference to the date of surrender of the living unit. Where a living unit is occupied by Co-Residents, there will be no refund, partial or otherwise, upon the death, permanent transfer within or outside Community, discharge or voluntary departure from the Community of only one of the Co-Residents.

9.5 Distribution of Refund Upon Death.

In the case of single occupancy, refunds to Resident's estate shall be paid to the duly appointed representative of the estate after proof of such appointment is provided to the Community in the form of a certified copy of the testamentary letters confirming such appointment. In situations of double occupancy, any applicable refund shall be paid by the Community to the estate of the last surviving Co-Resident unless otherwise agreed in writing.

## SECTION 10: LIMITED OPTION TO MOVE TO ANOTHER LIVING UNIT

10.1 Option After Occupancy.

After occupancy, Resident may request to exercise a limited option to move to another living unit, if and when another living unit becomes available (including any new living units that may have been added to the Community), in accordance with the terms and conditions set forth in this section. A request to move must be based on health, financial conditions, death of a Co-Resident, marriage, or other grounds deemed reasonably necessary by the Community. Resident may elect to move to a smaller living unit, or a larger living but not to a living unit of substantially equivalent size in a different location. The Community reserves the right to disapprove Resident's request to move. In the event Resident desires to exercise the option to move to another living unit, Resident must notify the Community in writing of the living unit desired.

10.2 Costs of Elections to Move.

If Resident elects a smaller living unit, Resident shall pay a Refurbishment Fee in an amount determined from time to time by the Community. There will be no Entrance Fee credit or refund even if the Entrance Fee for the surrendered living unit is greater than the fee Resident would have paid for the smaller living unit designated under this Agreement. Resident shall pay, prior to moving to the selected living unit, an additional amount equal to the three quarters (75%) of the difference between the initial Entrance Fee

paid and any higher Entrance Fee in effect at the time of the move. The additional Entrance Fee shall be immediately earned in full by the Community.

10.3 Option to Move.

In the event Resident receives approval from the Community to move to another living unit, Additional Occupant shall sign a new Independent Living Lease Agreement but will not be responsible to pay any entrance fee and will only pay the additional monthly maintenance fee for additional occupants as published in the Community's annual disclosure statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement.

## SECTION 11: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

11.1 Legal Guardian

If Resident becomes incompetent or unable to properly care for self or property, and no representative has been lawfully designated to act on behalf of Resident or no lawfully designated representative has been lawfully designated to act on behalf of Resident, then the Community shall have the option to institute legal proceedings to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such legal proceedings, including actual legal fees, shall be paid by Resident or the legally appointed guardian of Resident's estate.

11.2 Will and Funeral Arrangements.

The name of the executor/executrix designated in Resident's will, and the name of the funeral director selected by Resident shall be provided in writing to the Community. In the event that Resident changes the name of the executor/executrix designated in Resident's will or selects another funeral director, Resident shall notify the Community of the changes in writing. The name and address of the designated executor/executrix is: _____

11.3 Advance Directives.

(a) Power Of Attorney. Residents shall furnish the Community, no later than the date of occupancy, a durable power of attorney executed by Resident which shall be maintained in the files of the Community. The name and address of the designated power of attorney is: _____

(b) Living Will. If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, Resident shall provide the original of the living will to Community, and the original of any revisions or changes made to the document during Resident's term of occupancy. In the event of transfer to the Health Center, the Community shall comply with the instructions/requests as consistent with law and the Community's policy, as such policy may change from time to time. If the Community cannot comply with Resident's advance directive as reflected in Resident's living will, then the Community shall assist in arranging for the transfer of Resident to another health care provider, if reasonably available, which will comply with Resident's advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and Resident shall be responsible to pay such costs.

## SECTION 12: RIGHTS AND OBLIGATIONS OF RESIDENT

12.1 Right of Self-Organization.

Residents of the Community shall have the right to self-organization. A representative designated by the Community shall hold quarterly meetings with the organization representing the residents known as the "Resident's Council". At least seven (7) days notice of each quarterly meeting shall be given. The purpose of the quarterly meetings shall be to discuss such subjects as the Community's income, expenditures, financial trends and issues, and proposed changes in policies, programs, and services.

12.2 Right to Receive Disclosure Statements.

The Community shall make available to Resident at the time of the execution of this Agreement, and at least annually thereafter, a copy of its disclosure statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984, as amended (40 P.S. §§ 3201 *et seq.*).

12.3 Guest Privileges.

Resident shall be authorized to entertain and accommodate guests in accordance with the Community's guest policy as reflected in the Resident Handbook. The Community's policy is subject to change from time to time.

12.4 Rights to Property/Subordination.

The rights and privileges granted to Resident do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by the Community. Resident's rights are primarily for services, with a contractual right of occupancy. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between the Community and Resident. Any rights, privileges, or benefits under this Agreement shall be subordinate to any existing or subsequent mortgages or deeds of trust or any other comparable interests. Upon request Resident shall execute and deliver any document which is required by the Community, or by the holder of any such mortgages or deeds of trust or similar interests, to effect such subordination or evidence the same.

12.5 Inspection of Living Unit and Right of Entry.

Resident shall permit the Community, or its agents, or any representative of any holder of a mortgage or similar interest on the property, or, when authorized by the Community, the employees of any contractor, utility company, municipal agency or others, to enter the living unit for the purpose of making reasonable inspections and repairs and replacements. Such entry will be made only with reasonable advance notice, except in emergency situations. The Community shall have the right to enter the living unit to perform scheduled housekeeping, and to perform routine maintenance and for other reasonably necessary purposes having due regard for Resident's privacy.

12.6 Housekeeping/Housecleaning Responsibilities.

Resident shall maintain the living unit in a clean, sanitary, and orderly condition. If Resident does not maintain the living unit in a reasonable manner, the Community, after notice to Resident, shall have the right to maintain the living unit, and the cost of such additional cleaning or maintenance shall be charged to Resident.

12.7 Health Insurance and Third-Party Payments.

(a) Required Insurance. The Community expects that some of the cost of medicines, medical or nursing services or equipment provided for Resident under this Agreement will be paid by present or future federal, state, municipal, or private plans or programs of medical/surgical insurance, including, without limitation, the benefits available under the federal government social security health insurance program known as "Medicare A and B", or an equivalent policy and at least one supplemental co-pay health insurance policy with Medicare co-insurance coverage for skilled nursing facility care, (commonly known as "medigap" insurance), such as Blue Cross-Blue Shield Security 65 plans C and H, or an equivalent policy as approved by the Community. For a Resident under age 65, a substitute basic insurance coverage policy is required. If proceeds from Medicare and co-pay health insurance policies are allowable for nursing or related care provided by the Community, those proceeds shall be paid to the Community directly. Proof of such insurance must be provided at the time of application and prior to admission. In the event Resident fails to maintain in force, because of failure to make premium payments, such health care insurance after occupancy, the Community reserves and is hereby granted the right to make such payments for purposes of maintaining such insurance in force for Resident's benefit. Resident shall be obligated to reimburse the Community for such payments made on behalf of Resident and the cost of such premiums shall be in addition to and not included in the Monthly Fee.

(b) Assignment of Required Insurance and Third-Party Payments. If Resident becomes eligible to receive payments form any third party for services provided under this Agreement by the Community, Resident shall at all times cooperate fully with the Community and each third-party payor so that the Community may make claim for and receive any applicable third-party payments. The Community has the right to any applicable benefits payable to Community under the insurance coverages required by this Agreement.

12.8 Automobile Insurance.

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability and medical expenses arising from injury to themselves and others.

12.9 Reduction of Income or Other Resources.

Resident shall make every reasonable effort to meet his/her financial obligations to the Community. Resident shall not transfer control of assets or property or make any gifts subsequent to the date of application for admission and shall not make any transfers or gifts after occupancy, which would substantially impair Resident's ability or the ability of Resident's estate to satisfy Resident's financial obligations to the Community.

12.10 Medical Examinations.

Resident must be examined by a qualified physician of Resident's own choosing prior to occupancy, and must make the results of the examination available to the Community in writing. If the pre-occupancy medical examination reveals that Resident's health is not consistent with the conditions of occupancy in the living unit, the Community may terminate this Agreement. The Community reserves the right to require Resident, upon

request by the Community, to obtain annual medical examinations at Resident's expense and submit the results of the examinations to the Community.

12.11 Responsibility for Property Damage to Community.

(a) Responsibility for Condition of Living Unit Upon Termination. Upon termination of this Agreement, Resident shall vacate and surrender the living unit and leave it in as good condition as the date of occupancy except for reasonable wear and tear. If the living unit is damaged beyond ordinary wear and tear, the costs of repair shall be the obligation of Resident and such costs shall be billed directly to Resident or Resident's estate, or alternatively, deducted from any refund that may be due.

(b) Property Damages Caused by Resident. Any loss or damage to real or personal property of the Community caused by Resident or Resident's guests shall be paid for by Resident. In the event of Resident's death, Resident's estate shall be liable for any loss or damage of the Community's property caused by Resident.

12.12 Release Regarding Conduct of Other Residents or Guests.

The Community assumes no liability for the conduct of Resident or any other residents or guests, and Resident hereby releases and discharges the Community from any claims for personal injury to Resident or damages to Resident's personal property caused by the conduct of other residents or guests.

12.13 Responsibility For Resident's Personal Property.

(a) Responsibility for Loss or Damage. The Community shall not be responsible for the loss or damage due to fire, theft, or other causes of any property belonging to Resident or Resident's estate or Resident's guests, including motor vehicles, unless the care and control of such property is specifically accepted in writing by the Community, and then only for willful or gross negligence in failing to safeguard and account for it. Resident shall have the responsibility to provide such insurance as Resident deems necessary to protect against such losses. No personal property insurance is provided Resident by the Community, and Resident bears the risk of any damage or loss to personal property held in storage by the Community.

(b) Obligations Upon Termination. (i) If Resident has become unable to comply with the conditions of occupancy of the living accommodation, or this Agreement has been terminated for any reason other than the death of Resident, Resident or the duly authorized representative of Resident's estate must remove all personal property from the living accommodation, including property held in storage. If Resident's personal property is not removed by Resident or Resident's representative within thirty (30) days of Resident's permanent transfer from the living accommodation or termination of this Agreement, the Community shall dispose of Resident's property in any manner it deems appropriate, and shall not be liable or responsible for any damages to it. Resident or Resident's estate shall be obligated to pay all costs for the removal, storage or disposal of Resident's property. If Resident's property is moved to and stored in a commercial warehouse, the Community shall have no liability or responsibility for Resident's property. If Resident's property is moved to and stored in a commercial warehouse, the Community shall have no liability or responsibility for Resident's property during the transfer of the property or the storage of it.

(ii) Within 24 hours of Resident's death, the Community shall contact or make a good faith effort to contact the personal representative or guardian of Resident to arrange for an inventory of Resident's personal property, after which the legal representative(s) of Resident Estate or family may remove Resident personal property or the Community may place the personal property into storage. If Resident's personal property is not thereafter claimed by Resident's Estate or family within thirty (30) days, the Community shall send a notice by certified mail to Resident's executor/executrix named in this Agreement or, if the Community has received prior written notice of a different legal representative for Resident's Estate, to that legal representative, stating that the Community will dispose of the property if not claimed within fourteen (14) days from the date such notice was postmarked; and, if the property is not claimed thereafter, such property shall be disposed of by the Community and all costs of, less any proceeds from, such disposal shall be charged to and payable by Resident's Estate.

12.14 Rules, Regulations, Policies and Procedures.

The rights and privileges of Resident under this Agreement are personal to Resident and cannot be transferred or assigned. No person other than Resident may occupy or use the living accommodations covered by this Agreement unless approval is obtained in writing from the Community.

**SECTION 13: AVERAGE ANNUAL COST OF PROVIDING SERVICES**

The average annual cost of providing care and services during the most recent twelve month period for which a report is available for a resident is: $_____.

**SECTION 14: SEVERABILITY**

If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed and the balance of this Agreement shall remain in full force and effect.

**SECTION 15: ACTS OF FORBEARANCE**

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement by the Community shall be construed as a waiver of any of the rights granted to Community.

**SECTION 16: ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Community and Resident. The Community shall not be responsible or liable for any statements, representations or promises made by any person representing or purporting to represent the Community, unless such statements, representations or promises are set forth in the Agreement. Any brochures or advertisements describing the Community are for the purpose of inviting inquiries only and are not to be relied upon as legally or contractually binding. Resident may not amend this Agreement except by a subsequent written Agreement approved by the Community's Chief Executive Officer and executed by the parties.

**SECTION 17: INDEMNIFICATION**

The Community shall not be responsible or liable for, and Resident shall indemnify, defend and hold the Community harmless from any and all claims, losses, damages, fines, penalties, expenses, judgments, reasonable settlements, or lawsuits, including actual attorneys' fees and all costs incurred in defending against any such claims, arising from or based upon any injury or death to persons or any damages to property caused by, or arising from, or based on, or in any way attributable to or connected with the negligent, reckless, intentional or other acts, conduct or omissions of Resident. Resident's indemnification obligation is payable on demand by the Community.

**SECTION 18: SUBROGATION**

In the event Resident is physically injured by an individual or entity not a party to this Agreement, Resident grants to the Community a right of subrogation, and authorizes the Community to bring such demands, claims or legal proceedings in the name of or on behalf of Resident for purposes of recovering from any third party or third party's insurer responsible for Resident's injury, the dollar value of all care provided by the Community to Resident as a result of any such injury. Resident shall cooperate and sign any documents necessary to facilitate the Community's ability to exercise its subrogation right. However, nothing herein shall obligate the Community to bring any demand, claim or legal proceeding.

**SECTION 19: NOTICE**

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To The Community:
Shenandoah Senior Living Community
101 E. Washington Street, Shenandoah, PA 17976
Attention: Executive Director

To Resident (Before Occupancy):

After occupancy, notice will be provided to Resident at the living accommodation specified in this Agreement.

**SECTION 20: MISCELLANEOUS PROVISIONS**

20.1 Resident's Continuing Disclosure Obligation. The information regarding Resident's age, health and financial affairs submitted by Resident in the forms and related application documents constitutes a material part of this Agreement, and said information is incorporated as a part of this Agreement. Resident acknowledges that the submission of false information shall constitute grounds for the termination of this Agreement. Resident must disclose any material changes in Resident's physical, financial or mental condition. The failure to make such disclosure shall constitute grounds to terminate this Agreement.

20.2 Receipt of Disclosure Statement and Resident Handbook. Resident acknowledges receiving a copy of the Community's annual Disclosure Statement and Resident Handbook prior to signing this Agreement.

20.3 Community's Modification of Agreement and Policies. The Community reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to make modifications in its rules, regulations, policies and procedures as permitted by the Continuing Care Provider Registration and Disclosure Act of 1984.

20.4 Binding Effect. This Agreement shall bind and serve to benefit the legal representatives, successors and assigns of the Community, and the heirs, executors, administrators and assigns of Resident.

20.5 Governing Law. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

20.6 **NON-WAIVER OF THE CONTINUING CARE PROVIDER REGISTRATION AND DISCLOSURE ACT OF 1984**

**No act, agreement, or statement of you, or of an individual purchasing care for you under this Agreement or any agreement to furnish care to you, shall constitute a valid waiver of any provisions of the Continuing Care Provider Registration and Disclosure Act of 1984 which is intended for the benefit or protection of you or the individual purchasing care for you.**

**NOTICE OF RIGHT OF RESCISSION**

DATE RESCISSION PERIOD BEGINS: _____.

YOU MAY RESCIND AND TERMINATE YOUR RESIDENT'S AGREEMENT, WITHOUT PENALTY OR FORFEITURE, WITHIN 7 DAYS OF THE ABOVE DATE. YOU ARE NOT REQUIRED TO MOVE INTO THE CONTINUING CARE FACILITY BEFORE THE EXPIRATION OF THIS 7 DAY PERIOD. NO OTHER AGREEMENT OR STATEMENT YOU SIGN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO RESCIND YOUR AGREEMENT WITHIN THE SEVEN (7) DAY PERIOD. TO RESCIND YOUR RESIDENT'S AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS NOTICE, OR ANY OTHER DATED WRITTEN NOTICE, LETTER OR TELEGRAM, STATING YOUR DESIRE TO RESCIND TO: SHENANDOAH SENIOR LIVING COMMUNITY AT 101 E. WASHINGTON STREET, SHENANDOAH, PA 17976 NOT LATER THAN MIDNIGHT OF _____( LAST DAY FOR RECISSION).

PURSUANT TO THIS NOTICE, I HEREBY CANCEL MY RESIDENT'S AGREEMENT.

DATED: _____

_____
Signature of Prospective Resident

_____
Print Name of Prospective Resident

Resident hereby acknowledges reading this Agreement in its entirety, understanding its provisions and has been provided an opportunity to consult with personal advisors, including legal counsel, regarding its terms.

IN WITNESS WHEREOF, the Community has caused this Agreement to be signed by its authorized representative, and Resident has hereunto affixed his/her/their signature(s), the day and year first above written.

Attest: The Community

_____ BY:_____ _____
Officer of Community Date

Witness:

_____ _____ _____
Resident SEAL Date

_____ _____ _____
Resident SEAL Date

**MISCELLANEOUS SERVICES OR GOODS OFFERED BY SHENANDOAH AT AN ADDITIONAL FEE NOT PART OF THE MONTHLY MAINTENANCE FEE OR ENTRANCE FEE**

The types of goods and services offered by Shenandoah at an additional fee are described in detail in an attachment to Shenandoah's Annual Disclosure Statement provided to all residents prior to admission to Shenandoah and provided annually to all current CCRC residents. They may be purchased here at the time of executing this Agreement and may be purchased additionally at any time during residency.

| **Type of Goods or Services** | **Units** | **Cost Per Unit** | **Total** |
|---|---|---|---|
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Attest: THE COMMUNITY

_____ BY:_____ _____
Officer of the Community Date

Witness:

_____ _____ _____
Resident SEAL Date

_____ _____ _____
Resident SEAL Date

# TAB B3

# TAB B4

# TAB B5

**NOTICE OF RIGHT OF RESCISSION**

DATE RESCISSION PERIOD BEGINS: _____.

YOU MAY RESCIND AND TERMINATE YOUR RESIDENT'S AGREEMENT, WITHOUT PENALTY OR FORFEITURE, WITHIN 7 DAYS OF THE ABOVE DATE. YOU ARE NOT REQUIRED TO MOVE INTO THE CONTINUING CARE FACILITY BEFORE THE EXPIRATION OF THIS 7 DAY PERIOD. NO OTHER AGREEMENT OR STATEMENT YOU SIGN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO RESCIND YOUR AGREEMENT WITHIN THE SEVEN (7) DAY PERIOD. TO RESCIND YOUR RESIDENT'S AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS NOTICE, OR ANY OTHER DATED WRITTEN NOTICE, LETTER OR TELEGRAM, STATING YOUR DESIRE TO RESCIND TO: SHENANDOAH SENIOR LIVING COMMUNITY AT 101 E. WASHINGTON STREET, SHENANDOAH, PA 17976 NOT LATER THAN MIDNIGHT OF _____( LAST DAY FOR RECISSION).

PURSUANT TO THIS NOTICE, I HEREBY CANCEL MY RESIDENT'S AGREEMENT.

DATED: _____

_____
Signature of Prospective Resident

_____
Print Name of Prospective Resident