The Hill at Whitemarsh It's How You Live

April 29, 2026

Mr. Kaushik K. Patel
Chief, Financial Analysis Division
Commonwealth of Pennsylvania
Pennsylvania Insurance Department
Room 1345 Strawberry Square
Harrisburg, Pennsylvania 17120

Re: Whitemarsh Continuing Care Retirement Community – CCRC Annual Statement Filing

Dear Mr. Patel,

I hope you are well.

As required by the Pennsylvania Insurance Department, enclosed is the annual statement filing for Whitemarsh Continuing Care Retirement Community ("WCCRC"), a continuing care retirement community in Whitemarsh Township, Pennsylvania which received its certificate of authority from the Pennsylvania Insurance Department in March, 2001.

Please contact me at (215) 402-8720 if you have any questions or comments regarding the enclosed information.

Very truly yours,

William C. McCormick
Chief Financial Officer
Whitemarsh Continuing Care Retirement Community d/b/a The Hill at Whitemarsh

Enclosure – as above:

The Hill at Whitemarsh

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY

ANNUAL STATEMENT FILING

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The Hill
at Whitemarsh

SECTION 1

CPA REPORT

Please see attached.

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
DBA: THE HILL AT WHITEMARSH

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2025 AND 2024



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WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
DBA: THE HILL AT WHITEMARSH
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Whitemarsh Continuing Care Retirement Community
dba: The Hill at Whitemarsh
Lafayette Hill, Pennsylvania

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Whitemarsh Continuing Care Retirement Community and Subsidiary (The Hill at Whitemarsh), which comprise the consolidated statements of financial position as of December 31, 2025 and 2024, and the related consolidated statements of operations and changes in net deficiency and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of The Hill at Whitemarsh as of December 31, 2025 and 2024, and the results of its operations, changes in net deficiency, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of The Hill at Whitemarsh and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Hill at Whitemarsh's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Hill at Whitemarsh's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Hill at Whitemarsh's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

King of Prussia, Pennsylvania
April 24, 2026

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
DBA: THE HILL AT WHITEMARSH
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2025 AND 2024

	2025	2024
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 31,592,122	$ 37,094,325
Accounts Receivable	2,182,462	2,163,857
Pledges Receivable	120,192	-
Allowance for Credit Losses	(250,439)	(209,426)
Assets Limited as to Use - Trustee Held Funds, Including Statutory Liquid Reserves, Current Portion	323,332	-
Prepaid Expenses and Inventory	1,617,636	1,405,789
Total Current Assets	35,585,305	40,454,545
ASSETS LIMITED AS TO USE, NET OF CURRENT PORTION		
Other Trustee Held Funds, Including Statutory Liquid Reserves	16,168,886	15,252,706
INVESTMENTS	13,375,847	-
PROPERTY AND EQUIPMENT, NET	225,741,842	210,530,542
RIGHT-OF-USE-ASSETS, FINANCE LEASES, NET	1,879,035	2,312,537
PLEDGES RECEIVABLE	333,545	-
OTHER ASSETS		
Deposits	126,237	140,563
Deferred Sales Costs, Net	3,291,963	2,773,392
Total Other Assets	3,418,200	2,913,955
Total Assets	$ 296,502,660	$ 271,464,285
LIABILITIES AND NET ASSETS (DEFICIENCY)		
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	$ 7,359,856	$ 7,764,091
Current Portion of Long-Term Debt	3,187,894	3,133,455
Current Portion of Finance Lease Liability	641,513	570,653
Bond Interest Payable	3,482,137	3,612,787
Current Portion of Refunds Payable	1,733,574	2,654,993
Total Current Liabilities	16,404,974	17,735,979
LONG-TERM DEBT	162,446,986	151,195,932
FAIR VALUE OF INTEREST RATE SWAP	813,321	303,803
OTHER LIABILITIES		
Long-Term Liabilities - Finance Leases	201,536	799,692
Refundable Entrance Fee Liability	150,774,844	137,343,544
Deferred Revenue from Entrance Fees	51,535,376	44,187,351
Resident Deposits	6,139,833	6,281,688
Total Other Liabilities	208,651,589	188,612,275
Total Liabilities	388,316,870	357,847,989
NET DEFICIENCY		
Net Assets Without Donor Restrictions	(92,747,227)	(86,467,211)
Net Assets With Donor Restrictions	933,017	83,507
Total Net Deficiency	(91,814,210)	(86,383,704)
Total Liabilities and Net Deficiency	$ 296,502,660	$ 271,464,285

See accompanying Notes to Consolidated Financial Statements.

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
DBA: THE HILL AT WHITEMARSH
CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET DEFICIENCY
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
REVENUE, GAINS, AND OTHER SUPPORT		
Residential Living Fees	$ 32,145,132	$ 29,372,576
Assisted Living Fees	2,451,561	2,235,598
Nursing Fees	7,950,031	6,367,262
Amortization of Deferred Revenue	6,348,384	5,417,563
Resident and Other Services Revenue	1,441,024	1,349,547
Ancillary Health Center Revenue	676,694	623,391
Home Care Revenue	790,746	624,657
Contributions	76,080	550,777
Total Revenue, Gains, and Other Support	51,879,652	46,541,371
OPERATING EXPENSES		
Resident Services	1,577,398	1,526,477
Dining Services	6,840,882	6,277,437
Health and Wellness	9,445,690	8,042,134
Home Care	592,868	471,038
Maintenance and Security	4,866,263	4,493,425
Housekeeping and Laundry	2,224,392	2,008,735
Marketing	1,381,072	1,629,100
General and Administrative	7,557,579	6,847,128
Depreciation and Amortization	15,961,940	15,015,709
Interest	7,663,801	7,594,959
Taxes	1,971,531	1,925,246
Total Operating Expenses	60,083,416	55,831,388
OPERATING LOSS	(8,203,764)	(9,290,017)
NONOPERATING GAINS (LOSSES)		
Investment Income	1,642,203	1,114,681
Unrealized Gain (Loss) on Interest Rate Swap Agreement	(509,517)	816,571
Total Nonoperating Gains, Net	1,132,686	1,931,252
DEFICIT OF REVENUES OVER EXPENSES AND GAINS	(7,071,078)	(7,358,765)
OTHER CHANGES IN NET ASSETS WITHOUT RESTRICTIONS		
Unrealized Gain on Investments	438,450	335,334
Net Assets Released from Donor Restrictions	352,612	299,215
Total Other Changes in Net Assets Without Restrictions	791,062	634,549
CHANGE IN NET DEFICIENCY WITHOUT DONOR RESTRICTIONS	(6,280,016)	(6,724,216)
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	1,202,122	215,294
Net Assets Released from Donor Restrictions	(352,612)	(299,215)
Increase (Decrease) in Donor-Restricted Net Assets	849,510	(83,921)
CHANGE IN NET DEFICIENCY	(5,430,506)	(6,808,137)
Net Deficiency - Beginning of Year	(86,383,704)	(79,575,567)
NET DEFICIENCY - END OF YEAR	$ (91,814,210)	$ (86,383,704)

See accompanying Notes to Consolidated Financial Statements.

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
DBA: THE HILL AT WHITEMARSH
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Deficiency	$ (5,430,506)	$ (6,808,137)
Adjustments to Reconcile Change in Net Deficiency to Net Cash Provided by Operating Activities:		
Amortization of Deferred Revenue from Entrance Fees	(6,348,384)	(5,417,563)
Proceeds from Nonrefundable Fees	1,448,379	978,154
Depreciation and Amortization	15,961,940	15,015,709
Amortization of Deferred Financing Costs	134,302	118,669
Amortization of Bond Discount	31,224	31,224
Unrealized (Gain) Loss on Interest Rate Swap Agreement	509,517	(816,571)
Net Realized and Unrealized Gain on Investments	(56,012)	(1,151,905)
(Increase) Decrease in Assets:		
Accounts Receivable	22,408	(247,845)
Pledges Receivable	(453,737)	-
Prepaid Expenses and Inventory	(211,847)	73,979
Other Assets	14,326	(7,118)
Increase (Decrease) in Liabilities:		
Accounts Payable and Accrued Expenses	(1,180,640)	724,054
Bond Interest Payable	(130,650)	31,375
Net Cash Provided by Operating Activities	4,310,320	2,524,025
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	(29,533,739)	(28,012,341)
Payments for Deferred Sales Costs	(950,887)	(896,051)
Purchase of Investments and Assets Limited as to Use	(46,915,259)	(7,434,093)
Sale of Investments and Assets Limited as to Use	32,377,519	7,871,298
Net Cash Used by Investing Activities	(45,022,366)	(28,471,187)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Deposits and Refundable Fees	32,242,625	36,134,775
Proceeds from Issuance of Long-Term Debt	20,812,059	19,438,163
Principal Payments of Debt and Finance Leases	(10,031,585)	(2,960,121)
Refunds Paid on Refundable Fees	(7,571,249)	(13,823,999)
Payments for Debt Issuance Costs	(220,401)	(110,436)
Net Cash Provided by Financing Activities	35,231,449	38,678,382
INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(5,480,597)	12,731,220
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	37,639,687	24,908,467
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 32,159,090	$ 37,639,687
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Interest Paid, Net of Capitalized Interest of $1,243,636 in 2025, and $733,914 in 2024	$ 6,385,289	$ 6,679,777
Capital Expenditures within Accounts Payable and Accrued Expenses	$ 2,858,403	$ 1,581,662
Cash and Cash Equivalents	$ 31,592,122	$ 37,094,325
Cash Included within Assets Limited as to Use	566,968	545,362
Total Cash and Cash included within Assets Limited as to Use	$ 32,159,090	$ 37,639,687

See accompanying Notes to Consolidated Financial Statements.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Whitemarsh Continuing Care Retirement Community dba: The Hill at Whitemarsh (the Corporation) is a Pennsylvania nonprofit corporation incorporated in 2001 for the purpose of purchasing, owning, and operating a continuing care retirement community (the Community). The Community consists of 308 independent living residences, 306 of which are currently available for occupancy (the Residential Units), 28 assisted living units, 14 memory care units, and 54 private skilled nursing units (collectively, the Health Center), and common areas located on a 96-acre site in Whitemarsh Township, Montgomery County, Pennsylvania. The Corporation completed its Health Center renovation project in November 2025. During 2025, the number of skilled nursing units available for occupancy fluctuated between 49 and 54.

Hill Home Services, LLC (HHS), is a member managed limited liability company whose sole member is Whitemarsh Continuing Care Retirement Community. HHS provides nonskilled, private duty (companion and personal care) aide services to individuals in their homes.

Whitemarsh Retirement Partners, LLC (Whitemarsh Partners), a Pennsylvania limited liability company, was formed in 1998 for the sole purpose of developing a continuing care retirement community in Whitemarsh Township, Pennsylvania. Whitemarsh Partners initiated development activities for the Community in August 1999. Whitemarsh Partners provided certain development services and funded all development expenditures from the inception of the Community. The Corporation purchased the Community from Whitemarsh Partners pursuant to an Asset Purchase Agreement on February 7, 2005.

The development known as Hawk Ridge, which is an expansion and extension of the existing community, is planned to be comprised of five residential buildings totaling 50 spacious two-bedroom apartments and a clubhouse and represents the final build-out of the 96-acre site owned by the Corporation. Three residential buildings and the clubhouse were constructed during 2020. Construction for the fourth residential building commenced in 2024 and completed in October 2025. Construction for the fifth residential building commenced in 2025 and is expected to be completed by the end of 2026.

Financial Statement Presentation

Basis of Presentation

Net deficiency, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Include net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. At times, the governing board can designate, from net assets without donor restrictions, net assets for a board-designated endowment or other purposes.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Financial Statement Presentation (Continued)

Basis of Presentation (Continued)

Net Assets With Donor Restrictions – Include net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. At December 31, 2025 and 2024, no donor-imposed restrictions were perpetual in nature. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource has been fulfilled, or both.

Contributions with donor restrictions whose restrictions are satisfied in the same reporting year are reported as contributions without donor restrictions. The Corporation had net assets with donor restrictions of $933,017 and $83,507 at December 31, 2025 and 2024, respectively. Net assets with donor restrictions are funds the Corporation received for use on capital projects.

Use of Estimates

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

Cash and Cash Equivalents

The Corporation considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable is reported net of an allowance for credit losses to represent the Corporation's estimate of net realizable value. The adequacy of the Corporation's allowance for credit losses is reviewed on an ongoing basis, using historical payment trends, write-off experience, a review of specific accounts, as well as expected future economic conditions and market trends. Adjustments are made to the allowance as necessary.

Residents are not required to provide collateral for services rendered. Payment for services is required within 30 days of receipt of invoice or claim submitted. Accounts more than 90 days past due are individually analyzed for collectability. When all collection efforts have been exhausted, the account is written off against the related allowance.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable and Allowance for Credit Losses (Continued)

Management believes the composition of receivables at year-end is consistent with historical conditions as credit terms and practices and the customer base has not changed significantly. At December 31, 2025 and 2024, the allowance for estimate of expected credit losses was $250,439 and $209,426, respectively.

Changes in the allowance for credit losses for the years ended December 31 is as follows:

	2025	2024
Allowance for Credit Losses:		
Balance, Beginning of Year	$ 209,426	$ 62,121
Provision for Losses	177,214	184,963
Amounts Written Off	(136,201)	(37,658)
Balance, End of Year	$ 250,439	$ 209,426

The opening and closing balances in resident related accounts receivable was as follows:

	Resident Accounts Receivable
Balance as of January 1, 2024	$ 1,774,825
Balance as of December 31, 2024	2,163,569
Balance as of December 31, 2025	1,782,659

Investments and Investment Income

Investments are comprised of fixed income mutual funds, and are stated at fair value in the consolidated statements of financial position. Investment income, including realized gains on investments, interest and dividends, and write down of impaired investments, if any, are included in nonoperating gains. The unrealized gains from fixed income securities are recorded below deficit of revenue over expenses and gains.

A decline in the market value of any security below cost that is deemed to be other than temporary results in a reduction in carrying amount to fair value. The impairment is charged to the operating loss and a new cost basis for the security is established. To determine whether impairment is other than temporary, the Corporation considers whether it has the ability and intent to hold the investment security until a market price recovery occurs and considers whether evidence indicating the cost of the investment security is recoverable outweighs evidence to the contrary. Evidence considered in this assessment includes the reasons for the impairment, the severity, and duration of the impairment, changes in market value subsequent to year-end, and forecasted performance of the investment security.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments and Investment Income (Continued)

Investments are exposed to various risks, such as interest rate, market, and credit risk. Due to the risk associated with certain investments, it is reasonably possible that changes in the values of the investments will occur in the near-term and that such changes could materially affect the amounts reported in the consolidated statements of financial position.

Assets Limited as to Use

Certain assets limited as to use and statutory liquid reserves include funds maintained by the trustee under indenture agreements and other funds designated by the board of trustees for specific costs of the Corporation. Assets limited as to use and statutory liquid reserves are carried at fair value. Assets limited as to use that are used for current liabilities are classified as current.

Property and Equipment

The Corporation capitalizes all expenditures for property and equipment costing over $1,000 and having useful lives greater than one year. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets. The cost of maintenance and repairs is charged to operations as incurred whereas significant renewals and betterments are capitalized. The general range of estimated lives is 20 to 40 years for building and land improvements, 3 to 15 years for equipment, 5 to 10 years for furniture and fixtures, and 3 to 7 years for vehicles. In addition, the Corporation capitalizes interest expense on debt incurred to finance property expansion projects net of interest income earned on the unexpended proceeds during the construction period.

The Corporation records impairment losses on property and equipment when events and circumstances indicate that it is probable that the assets are impaired and the undiscounted cash flows estimated to be generated by those assets are less than the fair value of those assets. Based on management's estimation process, no impairment losses have been recorded as of December 31, 2025 and 2024.

Deferred Financing Costs

Financing costs incurred in connection with the issuance of long-term debt are deferred and amortized using the straight-line method, which approximates the effective interest method, over the term of the related indebtedness. In conjunction with the issuance of the Series 2015 Bonds, the Corporation maintains deferred financing costs of $2,854,367 as of December 31, 2025 and 2024. In conjunction with the Series 2018A Bonds, the Corporation has deferred financing costs of $901,845 as of December 31, 2025 and 2024. In conjunction with the 2024A Bonds the Corporation has deferred financing costs of $110,436 as of December 31, 2025 and 2024. In conjunction with the 2025 Loan Agreement, the Corporation has deferred financing costs of $220,401 as of December 31, 2025.

Amortization of deferred financing costs are presented as a component of interest expense in the amount of $134,302 and $118,669 for the years ended December 31, 2025 and 2024, respectively.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Marketing Costs

The Corporation defers direct costs attributable to obtaining a sale including moving costs, bridge loan interest, sales commissions, and referral fees. Costs are amortized using the straight-line method over the estimated life expectancy of the residents upon execution of the acquired resident contract. Amortization expense was $432,316 and $485,703 for the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025 and 2024, the Corporation has capitalized $5,054,106 and $4,275,842 of deferred marketing costs and has accumulated amortization of $1,762,143 and $1,502,450, respectively.

Current Portion of Refunds Payable

The current portion of refunds payable is the amount of refundable entrance fees to be paid within one year based upon terminations as of year-end.

Resident Deposits Payable

Deposits are received from prospective residents pursuant to the execution of the residency agreement and generally represent a fixed percentage of the total entrance fee for the unit selected. The deposits are applied to the total entrance fee due upon settlement.

Deferred Revenue from Entrance Fees

Residents pay fees to the Corporation pursuant to entering into a continuing care contract. These fees, net of the portion that is refundable to residents, are recorded as deferred revenue from entrance fees and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident or couple, adjusted annually. Nonrefundable entrance fees are considered to contain a material right associated with access to future services, which is the related performance obligation. Revenue from nonrefundable entrance fees is recognized ratably in future periods covering a resident's life expectancy using a time-based measurement.

The opening and closing balances in deferred revenue from entrance fees were as follows:

	Deferred Revenue from Entrance Fees
Balance as of January 1, 2024	$ 37,846,100
Balance as of December 31, 2024	44,187,351
Balance as of December 31, 2025	51,535,376

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Obligation to Provide Future Services

The Corporation calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of the deferred revenue from entrance fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from entrance fees, a liability will be recorded (obligation to provide future services and use of facilities) with a corresponding charge to income. This calculation did not result in a liability as of December 31, 2025 and 2024.

Revenue Recognition

The Corporation recognizes revenue at an amount that reflects the consideration to which the Corporation expects to be entitled in exchange for providing resident services and care. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Corporation bills the residents monthly for services and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Corporation. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred. The Corporation believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. The Corporation measures the performance obligation from admission into the facility to the point when it is no longer required to provide services to that resident, which is generally at the time of the termination of the resident contract.

The Corporation determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors. The Corporation determines its estimates of contractual adjustments based on contractual agreements, its policies, and historical experience.

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

Medicare

The licensed nursing facility participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). Effective October 1, 2019, the nursing facility is paid under the Medicare Patient Driven Payment Model (PDPM) for residents who are Medicare Part A eligible and meet the coverage guidelines for skilled nursing facility services. The PDPM is a per diem price-based system. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Medicare (Continued)

Nursing facilities licensed for participation in the Medicare program are subject to annual licensure renewal. If it is determined that a nursing facility is not in substantial compliance with the requirements of participation, CMS may impose sanctions and penalties during the period of noncompliance. Such a payment ban would have a significant negative impact on the revenues of the licensed nursing facility.

Health care services rendered to Medicare program beneficiaries are reimbursed at prospectively determined rates. The Corporation is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports and audits thereof by Medicare. All services are considered to be fee for service and transferred over time.

Other

Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined daily rates.

Settlements with third-party payors for retroactive adjustments due to audits, reviews, or investigations are considered variable consideration and are included in the determination of the estimated transaction price. These settlements are estimated based on the terms of the payment agreement with the payor, and the Corporation's historical settlement activity. Estimated settlements are adjusted in future periods as adjustments become known or as years are settled or are no longer subject to such audits, reviews, and investigations.

Generally, residents who are covered by third-party payors are responsible for related deductibles and coinsurance. The Corporation estimates the transaction price for residents with deductibles and coinsurance based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent charges to the estimate of the transaction price are generally recorded as adjustments to resident services revenue in the period of the change.

The Corporation has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors: payors, service line, method of reimbursement, and timing of when revenue is recognized. All resident services revenue for the Corporation is provided at the single campus located in Lafayette Hill, PA. The method of reimbursement is prospective payments and the revenue is recognized over the time period the related services are provided.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

The composition of resident services revenue by primary payor for the years ended December 31 is as follows:

	2025	2024
Medicare	$ 4,562,282	$ 3,197,576
Private Pay and Other	47,241,290	42,793,018
Total Resident Services Revenue	$ 51,803,572	$ 45,990,594

The composition of resident services revenue based on its lines of business, method of reimbursement, and timing of revenue recognition for the years ended December 31 are as follows:

	2025	2024
Service Lines:		
Independent Living	$ 39,934,540	$ 36,139,686
Assisted Living	2,451,561	2,235,598
Skilled Care	8,626,725	6,990,653
Home Care	790,746	624,657
Total	$ 51,803,572	$ 45,990,594
Method of Reimbursement:		
Fee for Service	$ 51,144,641	$ 45,396,648
Other	658,931	593,946
Total	$ 51,803,572	$ 45,990,594
Timing of Revenue and Recognition:		
Services Transferred Over Time	$ 51,144,641	$ 45,396,648
Services Transferred at Point of Sale	658,931	593,946
Total	$ 51,803,572	$ 45,990,594

Financing Component

The Corporation has elected the practical expedient allowed under the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606-10-32-18 and does not adjust the promised amount of consideration from residents and third-party payors for the effects of a significant financing component due to the Corporation's expectation that the period between the time the service is provided to a resident and the time that the resident or a third-party payor pays for that service will be one year or less. However, the Corporation does, in certain instances, enter into payment agreements with residents that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value of Financial Instruments

Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under an existing accounting standard. The Corporation emphasizes that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy. The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows.

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Corporation has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The fair values of financial instruments are summarized further in Note 5.

Leases

The policy of the Corporation is to determine if an arrangement is a lease at inception. Operating leases are included in right-of-use (ROU) assets – operating lease and lease liability – operating leases, and finance leases are included in right-of-use (ROU) assets – finance and lease liability – finance, if any, in the consolidated statements of financial position.

ROU assets represent the Corporation's right to use an underlying asset for the lease term and lease liabilities represent the Corporation's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Corporation will exercise that option.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases (Continued)

The individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the Corporation has elected to use a risk-free discount rate determined using a period comparable with that of the lease term for computing the present value of lease liabilities.

Derivative Instrument

The Corporation has entered into an interest rate swap agreement, a derivative contract, as a means to mitigate certain exposures. The derivative contract is an interest rate swap which is a private contract negotiated with a counterparty. The derivative contract involves, to a varying degree, elements of market and credit risk. The counterparty to the interest rate swap agreement is a major financial institution and its credit rating is monitored by the Corporation. The Corporation does not believe there is significant risk of nonperformance by the counterparty to the interest rate swap agreement.

The interest rate swap agreement is reported in the consolidated statement of financial position at fair value and has not been designated as an effective hedge. Accordingly, changes in the fair value of the derivative contract are recognized as an unrealized gain or loss on interest rate swap agreement and included in nonoperating gains (losses) in the consolidated statement of operations and changes in net deficiency.

Income Taxes

The Corporation and its subsidiary have been granted exempt status relative to federal and state corporate income taxes under Section 501(c)(3) of the Internal Revenue Code and applicable state codes.

The Corporation follows the guidance in the income tax standard regarding the recognition and measurement of uncertain tax positions. The guidance clarifies the accounting for uncertainty in income taxes recognized in an entity's consolidated financial statements. The guidance further prescribes recognition and measurement of tax positions taken or expected to be taken on a tax return that are not certain to be realized. There are no uncertain tax positions reflected in the accompanying consolidated financial statements.

Concentration of Credit Risk

The Corporation maintains its cash and cash equivalents and assets limited as to use, in bank accounts that exceeds federally insured limits.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Performance Indicator

The consolidated statements of operations indicate the deficit of revenue over expenses and gains as the performance indicator. Excluded from the deficit of revenue over expenses and gains are changes in unrealized gains and losses on investments in debt securities, to the extent the losses are considered temporary, net asset transfers, and assets released from donor restrictions related to long-lived assets consistent with industry practice. There are no other changes in net assets without donor restrictions that are excluded from the performance indicator.

Reclassifications

Certain items in the prior year consolidated financial statements have been reclassified to conform to the current year's presentation. These reclassifications had no effect on the results of operations of changes in net deficit.

Subsequent Events

In preparing these consolidated financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through April 24, 2026, the date the consolidated financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2025	2024
Cash and Cash Equivalents	$ 31,592,122	$ 37,094,325
Accounts Receivable, Net	1,932,023	1,954,431
Investments	13,375,847	-
Total Financial Assets	$ 46,899,992	$ 39,048,756

NOTE 3 PROPERTY AND EQUIPMENT AND RIGHT-OF-USE ASSETS

A summary of property and equipment follows:

	2025	2024
Land	$ 14,343,480	$ 14,343,480
Buildings	242,877,816	223,478,890
Land and Building Improvements	89,629,486	49,572,524
Furniture and Equipment	19,472,185	15,089,824
Vehicles	207,843	259,170
Construction in Progress	4,692,720	38,818,376
Total	371,223,530	341,562,264
Less: Accumulated Depreciation	(145,481,688)	(131,031,722)
Total Property and Equipment	$ 225,741,842	$ 210,530,542

NOTE 3 PROPERTY AND EQUIPMENT AND RIGHT-OF-USE ASSETS (CONTINUED)

A summary of right of use assets follows:

	2025	2024
Right-of-Use Assets	$ 3,759,995	$ 3,885,419
Less: Accumulated Amortization	(1,880,960)	(1,572,882)
Total Right-of-Use Assets	$ 1,879,035	$ 2,312,537

Depreciation and amortization expense for the years ended December 31, 2025 and 2024 was $15,529,624 and $14,530,006, respectively.

NOTE 4 INVESTMENTS AND ASSETS LIMITED AS TO USE

Assets Limited as to Use

Assets limited as to use include funds maintained by the trustee under indenture agreements and other funds designated by the board of trustees for specific costs of the Corporation. Assets limited as to use are carried at fair value.

Trustee-held funds are invested primarily in short-term government backed securities and money market accounts. Assets limited as to use consist of the following at December 31:

	2025	2024
Current Assets Limited As to Use		
Construction Loan Escrow	$ 323,332	$ -
Subtotal	323,332	-
Long-Term Assets Limited As to Use		
Bond Fund	1,088	4,277
Debt Service Reserve Fund:		
Statutory Liquid Reserve	12,103,153	10,740,710
Other Debt Service Reserve Funds	70,283	812,656
Hawk Ridge Escrow Fund	566,968	545,362
Renewal and Replacement Fund	2,512,350	2,384,501
457(B) Retirement Plan	806,233	669,206
Subtotal	16,060,075	15,156,712
Accrued Interest Receivable	108,811	95,994
Total Assets Limited as to Use	$ 16,492,218	$ 15,252,706

The trustee funds were established to make payments in accordance with the bond documents for the 2015 and 2018 bonds and to fund the construction and certain escrow requirements related to the Hawk Ridge development.

NOTE 4 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Assets Limited as to Use (Continued)

As required by the Pennsylvania Department of Insurance, the Corporation is required to establish and maintain liquid reserves in an amount equal to or exceeding the greater of (1) the total of all principal and interest payments due during the next 12 months on account of any mortgage loan or other long-term financing of the Corporation; or (2) 10% of the projected annual operating expenses of the Corporation exclusive of depreciation for the next 12 months.

The minimum liquid reserve as of December 31 is as follows:

	2025	2024
Projected Annual Principal and Interest Expense	$ 12,103,153	$ 10,740,710
Projected Annual Operating Expenses	$ 69,366,468	$ 61,475,000
Minimum Rate	10%	10%
Liquid Reserve Requirement	$ 6,936,647	$ 6,147,500
Statutory Liquid Reserve Requirement	$ 12,103,153	$ 10,740,710

As of December 31, 2025 and 2024, the Corporation had sufficient reserves to satisfy the Pennsylvania Department of Insurance's statutory liquid reserve requirement.

Other Investments

The composition of other investments stated at fair value at December 31, 2025, is set forth in the following table:

Cash and Cash Equivalents	$ 1,109,423
Fixed Income	12,266,424
	$ 13,375,847

Management conducts due diligence on its investments. Any unrealized losses were analyzed by management as of December 31, 2025, and no material declines in the market value of investments are considered to be other than temporary.

NOTE 5 FAIR VALUE MEASUREMENTS

The fair values of financial instruments categorized using a hierarchy which consists of three levels of inputs. This hierarchy is further described in Note 1 of these consolidated financial statements. The following table presents the Corporation's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2025:

	Level 1	Level 2	Level 3
Assets Limited as to Use -			
Trustee Held Funds	$ 16,492,218	$ -	$ -
Investments	13,375,847	-	-
Liability:			
Interest Rate Swap	-	813,321	-
Total	$ 29,868,065	$ 813,321	$ -

The following table presents the Corporation's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2024:

	Level 1	Level 2	Level 3
Assets Limited as to Use -			
Trustee Held Funds	$ 15,252,706	$ -	$ -
Liability:			
Interest Rate Swap	-	303,803	-
Total	$ 15,252,706	$ 303,803	$ -

NOTE 6 PLEDGES RECEIVABLE

The Corporation has received unconditional promises to give in exchange for the naming rights to its Memory Care Center. Promises to give are expected to be realized as follows at December 31, 2025:

In One Year or Less	$ 120,192
Between One Year and Five Years	333,545
Subtotal	$ 453,737

NOTE 7 ENTRANCE FEES

Prospective residents pay entrance fees to the Corporation pursuant to the execution of a continuing care contract (the Residency Agreement). The Residency Agreement entitles residents to a continuum of services including independent living, assisted living, or skilled nursing care.

The Corporation offers three options for Residency Agreements: the 90% Refundable Entrance Fee Contract, the 80% Refundable Entrance Fee Contract, and the Amortized Entrance Fee Contract. Under the contracts, the prospective resident is required to pay a deposit of the entrance fee for new Residential Units. Reservation deposits received from prospective residents are fully refundable less a cancellation fee until settlement, at which time the deposit is applied toward the resident's entrance fee. Upon the settlement of the unit, the refundable and nonrefundable portion of the entrance fee are recorded as deferred revenue. Entrance fee amortization begins in the month of occupancy. Under all the options for Residency Agreements, refunds payable to the resident or residents' estates are paid upon the Corporation's receipt of the proceeds from the re-occupancy of a comparable, or their specific unit.

Under the 90% and 80% Refundable Entrance Fee Contracts, the nonrefundable portion of the entrance fees are amortized into operating revenue over the actuarially determined life expectancy of each resident. Upon the termination of the Residency Agreement, the unamortized nonrefundable portion of the entrance fee will be recorded as operating revenue. Under the Amortized Entrance Fee Contract, the entrance fees will be amortized into revenue over the actuarially determined life expectancy of the resident.

Refundable Entrance Fees

Under the 90% Refundable Entrance Fee Contract, the resident would be refunded the total entrance fee including the amounts paid for certain refundable improvements less 10% of the total entrance fee, 2% of the life care component for each of the 45 months subsequent to settlement, any unpaid monthly service fees, and certain amounts due to the Corporation including the costs of refurbishing the independent living residence for re-occupancy.

Under the 80% Refundable Entrance Fee Contract, the resident would be refunded the total entrance fee including the amounts paid for certain refundable improvements less 20% of the total entrance fee, 2% of the life care component for each of the 40 months subsequent to settlement, any unpaid monthly services fees, and certain amounts due to the Corporation including the costs of refurbishing the independent living residence for re-occupancy.

Under the Amortized Entrance Fee Contract, the resident is entitled to receive a refund equal to the total entrance fee including the amounts paid for certain refundable improvements less 10% of the total entrance fee, 2% of the total entrance fee for each of the 45 months subsequent to settlement until no refund would be due. The amount of the refund will be reduced by any unpaid monthly service fees and certain amounts due to the Corporation including the costs of refurbishing the independent living residence for re-occupancy.

NOTE 7 ENTRANCE FEES (CONTINUED)

Refundable Deposits

At December 31, 2025 and 2024, the portion of deferred revenue from entrance fees and the refundable entrance fee liability subject to contractual refund provisions amounted to $165,084,955 and $153,740,912, respectively.

The Corporation's policy relating to the refund of entrance fee deposits upon a resident's termination of the Residency Agreement is summarized below. In the event that a Residency Agreement is terminated within seven days of execution (the Rescission Period), residents are entitled to receive a full refund of the entrance fee deposit within 30 business days of receipt of the notice of rescission.

In the event that a Residency Agreement is terminated after the Rescission Period but prior to occupancy due to death, inability to reside in the independent living, assisted living, or skilled nursing residence because of illness, injury, or other incapacity, the resident is entitled to receive a refund of the resident's entrance fee deposit less costs for nonrefundable amenities which have been incurred by the Corporation.

In the event that the Residency Agreement is terminated for any other reason after the Rescission Period but prior to payment of the balance of the entrance fee, the entrance fee deposit less costs specifically incurred at the request of the resident and less 5% of the entrance fee deposit, or $2,500, whichever is greater, would be refunded upon the Corporation's receipt of an entrance fee deposit from another resident for an independent living residence of a comparable type, or the same as, the resident was to occupy.

If the Residency Agreement is terminated after occupancy, a resident or the resident's estate would be entitled to a refund of the entrance fee paid, subject to certain conditions and limitations set forth in the Residency Agreement. Any such refund of entrance fees would be paid to the resident or resident's estate upon the Corporation's receipt of an entrance fee for an independent living unit comparable to, or the same as, the unit vacated.

NOTE 8 LONG-TERM DEBT

On October 9, 2025, the Corporation entered into a Construction Loan Agreement (the Loan) with Wilmington Savings Fund Society, FSB (WSFS). The Loan allows the Corporation to borrow up to $8,500,000. The proceeds of draws will be used to pay a portion of the project costs related to the construction and completion of 8-unit independent living apartment building as part of the Hawk Ridge expansion project. The Loan matures on October 9, 2030. There were no draws on the Loan as of December 31, 2025.

NOTE 8 LONG-TERM DEBT (CONTINUED)

On November 21, 2024, the National Finance Authority issued $7,557,120 of variable rate revenue bonds on behalf of the Corporation (Series 2024A Bonds). On November 1, 2023, the National Finance Authority issued $37,620,893 of variable rate revenue bonds on behalf of the Corporation (Series 2023A Bonds). The proceeds of the Series 2023A and the Series 2024A (collectively, the bonds) were to finance a portion of the project consisting of: 1) refinancing the $3,177,218 Promissory Note dated December 1, 2016 (the "2016 Note") as successor by merger to The Bryn Mawr Trust Company, 2) financing the renovation and repositioning of the Health Care Center, 3) financing all or a portion of the planning, development, acquisition, construction and equipping of an expansion, including without limitation an 8-unit independent living apartment building as part of the Hawk Ridge expansion, 4) financing any reserve deposit, capitalized interest, cost of prepayment, if any, and related working capital costs, if any, and 5) financing costs of issuance of the Bonds.

The Bonds bear interest at a variable rate equal to 83% of the sum of Daily Secured Overnight Financing Rate (SOFR) plus 2.35%. The Bonds are secured by first mortgage liens, at parity with other outstanding bonds, on the buildings, improvements, and equipment owned by the Corporation, a security interest in the Corporation's gross revenue, and the right to offset against the Corporation's trustee held funds. In 2024, the Corporation made draws of $19,327,727 on the Series 2023A. In 2025, the Corporation made draws of $11,006,242, and the remaining amount available to draw of $2,605,894 was moved to an escrow account in November 2025. The remaining balance in the escrow account was $323,332 at December 31, 2025. For the Series 2024A bonds, the Corporation made draws of $110,436 and $6,212,737 during the years ended 2024 and 2025, respectively. The balance was paid in full with entrance fee proceeds by November 1, 2025.

On December 20, 2018, the Montgomery County Industrial Development Authority (the Authority) issued $42,450,000 of fixed rate mortgage revenue bonds on behalf of the Corporation. The issuance consisted of Series A Term Bonds maturing between January 1, 2024 and January 1, 2051. The proceeds of the bonds were used to redeem the 2017 Note used for initial Hawk Ridge planning and development costs, to reimburse the Corporation for capital expenditures, to pay the costs of financing Hawk Ridge Development and to fund certain required reserves maintained by the Trustee.

The Series 2018A Bonds bear interest at an average rate of 5.15%. The Series 2018A Bonds are secured by first mortgage liens on all the buildings, improvements, and equipment owned by the Corporation, a security interest in the Corporation's gross revenue, and the right to offset against the Corporation's trustee held funds.

The original issue discount of $666,150 is reflected as a deduction from the principal balance of the Series 2018 Bonds payable and will be amortized over the lives of the bonds using the straight-line method. Amortization recognized on the original issue discount was approximately $20,186 for the years ended December 31, 2025 and 2024.

NOTE 8 LONG-TERM DEBT (CONTINUED)

On March 12, 2015, the Montgomery County Industrial Development Authority (the Authority) issued $125,700,000 of fixed rate mortgage revenue bonds on behalf of the Corporation. The issuance consisted of $7,995,000 of Serial Bonds maturing between January 1, 2016, and January 1, 2020, and $117,705,000 Term Bonds maturing between 2025 and 2050 (the Series 2015 Bonds). Interest on the Series 2015 Bonds is payable semi-annually on January 1 and July 1 of each year. The Series 2015 Bonds bear interest at an average rate of 5.29%. The Series 2015 Bonds are secured by first mortgage liens on all the buildings, improvements, and equipment owned by the Corporation, a security interest in the Corporation's gross revenue, and the right to offset against the Corporation's trustee held funds.

The original issue discount of $386,000 is reflected as a deduction from the principal balance of the Series 2015 Bonds payable and is being amortized over the lives of the bonds using the straight-line method. Amortization recognized on the original issue discount was approximately $11,000 for the years ended December 31, 2025 and 2024.

The Series 2015 Bonds stated to mature after January 1, 2025 are subject, as a whole or in part, to optional redemption prior to maturity, at the option of the Authority and at the direction of the Corporation on January 1, 2025 or on any date thereafter, in order of maturity, at a redemption price equal to 100% of the stated principal amount being redeemed plus accrued interest. In addition, the Series 2015 Bonds maturing on January 1, 2025, and thereafter are subject to mandatory redemption in part prior to their stated maturity at a redemption price equal to 100% of the stated principal amount being redeemed plus accrued interest.

Under the terms of the Series 2024, 2023, 2018, and 2015 Bonds, the Corporation is required to meet a number of covenants, including provisions related to the debt service coverage ratio, and day's cash on hand covenants. For the years ended December 31, 2025 and 2024, the Corporation is not aware of any covenant non-compliance.

A summary of long-term debt related to the Series 2024A, 2023A, 2018 and 2015 Bonds consists of the following:

Description	2025	2024
National Finance Authority, Series 2024A Revenue Bonds at variable interest rates maturing on November 1, 2028	$ -	$ 110,436
Subtotal - Series 2024A Bonds	-	110,436
National Finance Authority, Series 2023A Revenue Bonds at variable interest rates maturing on November 1, 2028	36,992,438	23,021,636
Subtotal - Series 2023A Bonds	36,992,438	23,021,636

NOTE 8 LONG-TERM DEBT (CONTINUED)

Description	2025	2024
Montgomery County Industrial Development Authority Fixed Rate Mortgage Revenue Bonds, Series 2018A Bonds:		
Series 2018A Serial Bonds, due January 1, 2028. The Corporation is required to make mandatory payments ranging from $460,000 in 2026 to $500,000 in 2028 to fund payment of the Term Bonds. Interest is payable semiannually at 4.25%.	$ 1,440,000	$ 1,880,000
Series 2018A Term Bonds, due January 1, 2033. The Corporation is required to make mandatory payments ranging from $520,000 in 2029 to $640,000 in 2033 to fund payment of the Term Bonds. Interest is payable semiannually at 5.0%.	2,890,000	2,890,000
Series 2018A Term Bonds, due January 1, 2038. The Corporation is required to make mandatory payments ranging from $670,000 in 2034 to $820,000 in 2038 to fund payment of the Term Bonds. Interest is payable semiannually at 5.0%.	3,715,000	3,715,000
Series 2018A Term Bonds, due January 1, 2048. The Corporation is required to make mandatory payments ranging from $860,000 in 2039 to $1,385,000 in 2048 to fund payment of the Term Bonds. Interest is payable semiannually at 5.25%.	11,045,000	11,045,000
Series 2018A Term Bonds, due January 1, 2051. The Corporation is required to make mandatory payments ranging from $1,465,000 in 2049 to $1,990,000 in 2051 to fund payment of the Term Bonds. Interest is payable semiannually at 5.25%.	5,000,000	5,000,000
Subtotal - Series 2018 Bonds	24,090,000	24,530,000

NOTE 8 LONG-TERM DEBT (CONTINUED)

Description (Continued)	2025	2024
Montgomery County Industrial Development Authority Fixed Rate Mortgage Revenue Bonds, Series 2015 Bonds:		
Series 2015 Term Bonds, due January 1, 2025. The Corporation is required to make a mandatory payment of $2,065,000 in 2025 to fund payment of the Term Bonds. Interest is payable semiannually at 4.0%.	$ -	$ 2,065,000
Series 2015 Term Bonds, due January 1, 2030. The Corporation is required to make mandatory payments ranging from $2,160,000 in 2026 to $2,640,000 in 2030 to fund payment of the Term Bonds. Interest is payable semiannually at 5.0%.	11,970,000	11,970,000
Series 2015 Term Bonds, due January 1, 2040. The Corporation is required to make mandatory payments ranging from $2,780,000 in 2031 to $4,455,000 in 2040 to fund payment of the Term Bonds. Interest is payable semiannually at 5.25%.	35,600,000	35,600,000
Series 2015 Term Bonds, due January 1, 2050. The Corporation is required to make mandatory payments ranging from $4,700,000 in 2041 to $7,625,000 in 2050 to fund payment of the Term Bonds. Interest is payable semiannually at 5.25%.	60,590,000	60,590,000
Subtotal - Series 2015 Bonds	108,160,000	110,225,000
Total	169,242,438	157,887,072
Less: Current Portion	3,187,894	3,133,455
Less: Unamortized Deferred Financing Costs	2,820,967	2,734,869
Less: Unamortized Bond Discount - Series 2018	524,845	545,032
Less: Unamortized Bond Discount - Series 2015	261,746	277,784
Total Long-Term Debt	$ 162,446,986	$ 151,195,932

NOTE 8 LONG-TERM DEBT (CONTINUED)

Future maturities of Series 2024A, 2023A, 2018 and 2015 Bonds are as follows:

Year Ending December 31,	Amount
2026	$ 3,187,894
2027	3,350,175
2028	38,714,369
2029	3,030,000
2030	3,190,000
Thereafter	117,770,000
Total	$ 169,242,438

The Corporation is a fixed payor party to an interest rate swap agreement (the Swap Agreement) which, during its term, converts the variable rate due on the 2023A Bond, which is 83% of the sum of Daily SOFR plus 2.35%, to the fixed rate of 5.485%. Interest is exchanged with the counterparty to the Swap Agreement based on the notional amount of the Swap Agreement which is scheduled to increase to a maximum amount of $37,620,893 and amortize consistent with the 2023A Bond through the October 31, 2028, the final maturity of the Swap Agreement. Net interest paid or received under the Swap Agreement is included in capitalized interest under the HealthCare Renovation project or in interest expense in the consolidated statement of operations and changes in net deficiency, as appropriate.

The total notional amount at December 31, 2025 and 2024 was $36,992,438 and $29,321,330, respectively. The changes in the fair value of the Swap Agreement are recognized under the nonoperating gains (losses) in the consolidated statements of operations and changes in net deficiency. The change in fair value of the Swap Agreement was ($509,517) and $816,571 for the years ended December 31, 2025 and 2024, respectively. The corresponding liability relative to the Swap Agreement is recorded as the fair value of interest rate swap in the consolidated statements of financial position.

The liability relative to the fair value of the interest rate swap aggregated $813,321 and $303,803 as of December 31, 2025 and 2024, respectively.

NOTE 9 FINANCE LEASES

In 2006 the Corporation entered into an energy services agreement which included a monthly facility charge. This finance lease was scheduled to terminate on May 1, 2022. In 2022, the Corporation extended the term of its finance lease, under which the right to use assets continue to be in operation and utilized, until 2026.

The Corporation leases equipment for various terms under long-term, noncancelable lease agreements. The finance leases expire at various dates through 2029. In the normal course of business, it is expected that these leases will be settled or replaced by similar leases.

NOTE 9 FINANCE LEASES (CONTINUED)

The following table provides quantitative information regarding the Corporation's leases as of December 31:

	2025	2024
Amortization of Right-of-Use Assets	$ 457,306	$ 498,181
Right-of-Use Assets Obtained in Exchange for New Finance Lease Liabilities	$ 23,804	$ 106,362
Weighted-Average Remaining Lease Term - Finance Leases	0.85 Years	1.27 Years
Weighted-Average Discount Rate - Finance Leases	10.34%	10.29%

A maturity analysis of annual undiscounted cash flows and discounted interest cost for lease liabilities as of December 31, 2025 is as follows:

Year Ending December 31,	Amount
2026	$ 641,513
2027	295,521
2028	10,138
2029	4,304
2030	-
Total	951,476
Discounted Interest Cost	(108,427)
Total Finance Lease Liability	$ 843,049

NOTE 10 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods at December 31:

	2025	2024
Subject to Expenditure for Specified Purpose:		
Memory Care Center	$ 827,048	$ 35,579
Endowment Fund	103,815	3,671
Other	2,154	44,257
	$ 933,017	$ 83,507

NOTE 11 FUNCTIONAL EXPENSES

The Corporation provides residential living services and general health care services to its residents. Expenses related to providing these services according to their natural classification are as follows for the years ended December 31, 2025 and 2024 :

	Care and Service to Residents	Management and General	Total
Salaries and Benefits	$ 16,620,729	$ 3,661,768	$ 20,282,497
Payroll Taxes	1,058,902	281,894	1,340,796
Purchased Services	1,065,337	374,064	1,439,401
Advertising	645,400	249,058	894,458
Office Expenses	5,633,652	841,817	6,475,469
Information Technology	157,079	708,343	865,422
Interest	7,663,801	-	7,663,801
Occupancy	3,501,827	222,530	3,724,357
Travel and Conferences	14,724	30,880	45,604
Depreciation and Amortization	15,882,131	79,809	15,961,940
Insurance	911,072	154,786	1,065,858
Repairs and Maintenance	135,596	-	135,596
Miscellaneous Expense	27,546	160,671	188,217
Total	$ 53,317,796	$ 6,765,620	$ 60,083,416

	Care and Service to Residents	Management and General	Total
Salaries and Benefits	$ 15,158,990	$ 3,492,581	$ 18,651,571
Payroll Taxes	998,843	269,690	1,268,533
Purchased Services	836,609	310,647	1,147,256
Advertising	529,220	442,805	972,025
Office Expenses	5,060,122	654,365	5,714,487
Information Technology	148,701	648,906	797,607
Interest	7,594,959	-	7,594,959
Occupancy	3,217,840	181,968	3,399,808
Travel and Conferences	18,871	14,942	33,813
Depreciation and Amortization	14,940,630	75,079	15,015,709
Insurance	816,341	143,469	959,810
Repairs and Maintenance	128,639	-	128,639
Miscellaneous Expense	24,015	123,156	147,171
Total	$ 49,473,780	$ 6,357,608	$ 55,831,388

Functional expenses were allocated between Care and Service to Residents and Management and General based on square footage for natural classes, occupancy, depreciation, and insurance. All other expenses were based on actual.

NOTE 12 EMPLOYEE BENEFIT PLAN

The Corporation has a 403(b) Thrift Plan, which is a defined contribution voluntary retirement savings plan for all employees with no minimum age or service requirement. Employees can contribute any percentage of their salary, limited only by the maximum contribution amounts defined by the Internal Revenue Service (IRS). The Corporation matches employee contributions at 50% of up to 7% of employee contributions. The Corporation contributed $378,047 and $361,015 to the plan for the years ended December 31, 2025 and 2024, respectively.

The Corporation has a 457(b) Deferred Compensation Plan (the 457(b) Plan) adopted in 2013 under which eligible participants can elect to contribute a portion of their salary to the 457(b) Plan, subject to maximum contribution amounts defined by the IRS. There is no Corporation match to participant contributions. The investments held under the 457(b) Plan and associated deferred compensation liability are included in the Corporation's consolidated statements of financial position. Participants contributed $23,500 and $45,100 into the 457(b) Plan for the years ended December 31, 2025 and 2024, respectively.

NOTE 13 HEALTH INSURANCE COVERAGE

The Corporation maintained health insurance coverage through a consortium (Retirement Corporation Health Plan of Pennsylvania) through June 30, 2025. Commencing on July 1, 2025, the Corporation maintains health insurance coverage through a self-funded plan. For the years ended December 31, 2025 and 2024, the Corporation established provisions for estimated losses in the amount of $166,098 and $186,806, respectively. At December 31, 2025 and 2024, the Corporation has no surplus or deficiency. Management believes no incidents occurred or will be asserted that will exceed the Corporation's insurance coverages or will have a material adverse effect on the consolidated financial statements.

NOTE 14 COMMITMENTS AND CONTINGENCIES

Whitemarsh Foundation

The Corporation participated in the creation of the Whitemarsh Foundation, a 501(c)(3) nonprofit organization founded in 2000, to preserve open space in Whitemarsh Township (the Foundation). Under the Foundation's bylaws, the Corporation has the right to appoint three members to the Whitemarsh Foundation's nine-member board of trustees. The Corporation and the Foundation are both parties to an agreement entered into with three local community organizations in December 2001 (the Corporation Agreement) pursuant to which the Corporation obtained the support of the community organizations to the construction of the Corporation. In addition, pursuant to the terms of the Corporation Agreement, the Corporation is obligated to make annual payments to the Foundation equal to $330 for each occupied independent living residence. During the years ended December 31, 2025 and 2024, the Corporation incurred expenses to the Foundation under the Corporation Agreement totaling $97,312 and $89,455, respectively.

NOTE 14 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Litigation

From time to time, the Corporation is involved in legal actions arising in the ordinary course of business. Management has determined that any outcomes will not materially affect the Corporation's financial position; accordingly, no liabilities have been accrued based on these matters in the accompanying consolidated financial statements.

Industry Regulation

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, and government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse.

Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

Management believes that the Corporation is in compliance with fraud and abuse statutes as well as other applicable government statutes.

Other

The Community has entered into an agreement with a construction manager for the completion of one independent living apartment building comprised of eight units and the contract sum is $11,866,803. The work is scheduled to be completed in late 2026.

In 2025, the Corporation's Board of Trustees authorized the implementation of an Early Access Program, which will commence in 2026.

Global
INDEPENDENT
NETWORK MEMBER

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The Hill
at Whitemarsh

SECTION 2

CPA QUALIFICATION LETTER

Please see attached

CliftonLarsonAllen LLP
CLAconnect.com

Mr. Michael Humphreys
Insurance Commissioner
Commonwealth of Pennsylvania
Insurance Department
1326 Strawberry Square
Harrisburg, Pennsylvania 17120

Dear Commissioner Humphreys:

We have audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated financial statements of Whitemarsh Continuing Care Retirement Community and Subsidiary dba: The Hill at Whitemarsh for the year ended December 31, 2025, and have issued our report thereon dated April 24, 2026. In connection therewith, we advise you as follows:

a. We are independent certified public accountants with respect to The Hill at Whitemarsh and conform to the standards of the accounting profession as contained in the Code of Professional Conduct and pronouncements of the American Institute of Certified Public Accountants, and the Rules of Professional Conduct of the Pennsylvania Board of Public Accountancy.

b. The engagement principal, who is a certified public accountant, has 13 years of experience in public accounting and is experienced in auditing continuing care retirement communities. Members of the engagement team, some of whom have had experience in auditing continuing care retirement communities and over 60% of whom are certified public accountants, were assigned to perform tasks commensurate with their training and experience.

c. We understand that The Hill at Whitemarsh intends to file the consolidated financial statements of The Hill at Whitemarsh and our report thereon with the Commonwealth of Pennsylvania Insurance Department (the Insurance Department) and that the Commonwealth of Pennsylvania Insurance Commissioner (the Insurance Commissioner) will be relying on that information in monitoring and regulating the financial condition of The Hill at Whitemarsh.

   While we understand that an objective of issuing a report on the consolidated financial statements is to satisfy regulatory requirements, our audit was not planned to satisfy all objectives or responsibilities of insurance regulators. In this context, The Hill at Whitemarsh and the Insurance Commissioner should understand that the objectives of an audit of consolidated financial statements in accordance with auditing standards generally accepted in the United States of America is to form an opinion and issue a report on whether the consolidated financial statements present fairly, in all material respects, the financial position, results of operations, changes in net deficit and cash flows in conformity with accounting principles generally accepted in the United States of America.

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We have the responsibility, within the inherent limitations of the auditing process, to plan and perform our audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether caused by error or fraud, and to exercise due professional care in the conduct of the audit. The concept of selective testing of the data being audited, which involves judgment both as to the number of transactions to be audited and the areas to be tested, has been generally accepted as a valid and sufficient basis for an auditor to express an opinion on consolidated financial statements. Audit procedures that are effective for detecting errors, if they exist, may be ineffective for detecting misstatements resulting from fraud. Because of the characteristics of fraud, particularly those involving concealment and falsified documentation (including forgery), a properly planned and performed audit may not detect a material misstatement resulting from fraud. In addition, an audit does not address the possibility that material errors or misstatements caused by fraud may occur in the future. Also, our use of professional judgment and the assessment of materiality for the purpose of our audit means that matters may exist that would have been assessed differently by the Insurance Commissioner.

It is the responsibility of the management of The Hill at Whitemarsh to adopt sound accounting policies, to maintain an adequate and effective system of accounts, and to establish and maintain internal control that will, among other things, provide reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America.

The Insurance Commissioner should exercise due diligence to obtain whatever other information that may be necessary for the purpose of monitoring and regulating the financial position of continuing care retirement communities and should not rely solely upon the independent auditors' report.

d. We will retain the workpapers prepared in the conduct of our audit until the Insurance Department has filed a Report of Examination covering 2025, but no longer than seven years. After notification to The Hill at Whitemarsh, we will make the workpapers available for review by the Insurance Department at our offices, at the Insurance Department or at any other reasonable place designated by the Insurance Commissioner. Furthermore, in the conduct of the aforementioned periodic review by the Insurance Department, photocopies of pertinent audit workpapers may be made (under the control of the accountant) and such copies may be retained by the Insurance Department.

e. The engagement principal has worked on the audit of The Hill at Whitemarsh since 2018, and is serving in the capacity of engagement principal with respect to The Hill at Whitemarsh for the first year as of December 31, 2025, is licensed by the Pennsylvania Board of Public Accountancy, and is a member in good standing of the American Institute of Certified Public Accountants.

f. To the best of our knowledge and belief, we are in compliance with the requirements of Section 7 of the NAIC's *Model Rule (Regulation) Requiring Annual Audited Financial Reports* regarding qualifications of independent certified public accountants.

This report is intended solely for the information and use of the board of directors and management of The Hill at Whitemarsh and the Insurance Department and is not intended to be, and should not be, used by anyone other than these specified parties.



Daniel Gallagher, CPA
Principal
CliftonLarsonAllen LLP
484-567-1739
daniel.gallagher@claconnect.com

King of Prussia, Pennsylvania
April 24, 2026

The Hill
at Whitemarsh

SECTION 3

CPA AWARENESS LETTER

Please see attached.

CliftonLarsonAllen LLP
CLAconnect.com

April 24, 2026

Continuing Care Retirement Communities
Financial Analysis Division
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

Re: Consolidated Financial Statements of Whitemarsh Continuing Care Retirement Community and Subsidiary, dba: The Hill at Whitemarsh

We have been engaged by The Hill at Whitemarsh to perform an annual audit in accordance with generally accepted auditing standards of The Hill at Whitemarsh for the year ended December 31, 2025 and have expressed an unmodified opinion on these consolidated financial statements. In connection therewith, we acknowledge the following:

We are aware of the provisions relating to the accounting and financial reporting matters in the Pennsylvania insurance code and related rules and regulations of the Pennsylvania Insurance Department that are applicable to audits of continuing care retirement communities. We have completed our audit of The Hill at Whitemarsh and have expressed our opinion as to their conformity with accounting principles generally accepted in the United States of America. We have conducted our audit in accordance with auditing standards generally accepted in the United States of America.

This letter is furnished solely for filing with the Insurance Department of the Commonwealth of Pennsylvania and other insurance departments and should not be used for any other purpose.

Very truly yours,

Dan Gallagher

Daniel Gallagher, CPA
Principal

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The Hill
at Whitemarsh

SECTION 4

CPA INTERNAL CONTROL LETTER

Please see attached.

CliftonLarsonAllen LLP
CLAconnect.com

Board of Trustees and Management
Whitemarsh Continuing Care Retirement Community
dba: The Hill at Whitemarsh
Lafayette Hill, Pennsylvania

In planning and performing our audit of the consolidated financial statements of Whitemarsh Continuing Care Retirement Community and Subsidiary dba: The Hill at Whitemarsh as of and for the year ended December 31, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered the entity's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to fraud or error may occur and not be detected by such controls. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of management, board of trustees, and others within the entity, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

King of Prussia, Pennsylvania
April 24, 2026

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The Hill
at Whitemarsh

SECTION 5

CHANGE IN CPA LETTER

This filing requirement is not applicable.

The Hill
at Whitemarsh

SECTION 6

DISCLOSURE STATEMENT

Disclosure Statement

January 2026

Notice

The issuance of a Certificate of Authority for the Provider and the Facility by the Pennsylvania Insurance Department (the "Department") does not constitute approval, recommendation or endorsement of Whitemarsh by the Department nor is it evidence of, nor does it attest to the accuracy or completeness of the information set out in this Disclosure Statement.

4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444
(215) 402-8500

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DISCLOSURE STATEMENT SUMMARY PAGE

1. Name and address of the facility:	The Hill at Whitemarsh 4000 Fox Hound Drive Lafayette Hill, Pennsylvania 19444
2. Name and address of the licensed provider:	Whitemarsh Continuing Care Retirement Comm 4000 Fox Hound Drive Lafayette Hill, Pennsylvania 19444
3. Name, location, and telephone number of the person to be contacted to discuss admissions:	Evan Rotunno 4000 Fox Hound Drive Lafayette Hill, Pennsylvania 19444 Telephone: (215) 402-8500
4. Description of physical property:	The Hill at Whitemarsh is located in a suburban setting on approximately 96 acres of property, adjacent to farmland and a golf course. The community consists of an upscale, three-story apartment and commons building, and two-story cottages and villas.
5. Admission age:	Minimum admission age is 62. Spouses residing with residents will be allowed but will not be eligible to reside under a life care contract until they reach 62 years of age and qualify medically and financially.
6. Affiliations:	The Sponsor is not affiliated with any religious, fraternal, charitable, or other nonprofit organization.
7. Current residents:	The Hill at Whitemarsh currently has 502 residents.
8. Fee sample for one-bedroom unit in existing Community:	Single occupancy entrance fees: $318,000 Single occupancy monthly fees: $6,598 Double occupancy entrance fees: $379,500 Double occupancy monthly fees: $9,198
9. Fee sample for two-bedroom unit in Hawk Ridge Terraces:	Single occupancy entrance fees: $670,000 Single occupancy monthly fees: $10,484 Double occupancy entrance fees: $731,500 Double occupancy monthly fees: $13,084

General Information

This Disclosure Statement is being provided pursuant to the Pennsylvania Continuing Care Provider Registration and Disclosure Act by Whitemarsh Continuing Care Retirement Community (the "Provider") to all prospective residents of The Hill at Whitemarsh, a continuing care retirement community ("Whitemarsh" or the "Community") in Lafayette Hill, Pennsylvania. This Disclosure Statement is based upon the assumptions and projections set forth in this document and is subject to events occurring and circumstances existing after the date printed on the cover page. The Community opened to residents in March 2007.

Description

Name and Type of Organization

The Provider was formed as a Pennsylvania non-profit corporation on May 30, 2001 for the sole purpose of owning and operating the Community. The Provider has been recognized by the Internal Revenue Service as a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code and has received a Certificate of Authority from the Pennsylvania Insurance Department, which allows the Provider to enter into Residency Agreements with prospective residents of Whitemarsh. The Community has also received its license to operate assisted living suites from the Pennsylvania's Department of Human Services, Office of Long-Term Living and its license to operate a skilled nursing facility from the Pennsylvania Department of Health as part of its health center. The Provider does not operate any other continuing care retirement community. The ownership and operation of Whitemarsh are the only activities of Provider.

Provider Board of Trustees and Officers

The Provider is governed by a voluntary Board of Trustees (the "Board"). No individual, including any member of the Board, has an ownership interest or an equitable or beneficial interest in Provider or its assets. The actions and duties of members of the Board are governed by Pennsylvania law and by the Provider's Articles of Incorporation and By-laws. No part of the net earnings of the Provider shall inure to the benefit of any members of the Board or Officers of the Provider. No person involved in the management of Whitemarsh has any proprietary interest in the Provider and no member of the Board or Officer of the Provider shall be entitled to share in any distribution of any of the Provider's assets upon dissolution of the Provider. None of the Board members or Officers of the Provider has, as of this date:

- Been convicted of a crime or pled nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment if the criminal or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property.

- Had a prior discharge in bankruptcy or been found insolvent in any court action.

- Been subject to a currently effective order or federal or state administrative order relating to business activity or health care as a result of an action by a public agency or

department, including, without limitation, actions affecting a license to operate a continuing care retirement community, assisted living program or nursing facility.

- Any interest in any supplier or potential suppliers of goods or services to the Provider.

Members of the Board serve without compensation and the names and biographical summaries of the members of the Board and Officers follow:

Richard Branton

Mr. Branton is the former Chief Technology Officer for Merck & Co. where he spent nearly all of his more than 35-year corporate career focused on information technology and enterprise systems in various capacities of increasing responsibility with the company. He brings a wealth of applicable executive and functional expertise in the healthcare industry to the Board's deliberations. Since his retirement in 2020, he has continued to be involved in technology issues as a member of the SAP Independent Executive Advisory Council and the People Advancing Reintegration Advisory Board. Mr. Branton currently resides in Sarasota, Florida.

Andy Cantor

Mr. Cantor is a former partner in the law firm of Wisler Pearlstine, LLP where he spent nearly all of his more than 40-year career focused on commercial litigation and municipal law. During his legal career, he also served as President of the Montgomery County Trial Lawyers and the Montgomery County Bar Association. Mr. Cantor has been active in numerous civic and charitable causes during his career including serving on the Boards of Trustees of the Montgomery Hospital, Einstein Medical Center, Einstein Montgomery Medical Center and the Montgomery County Community College. He was also a past President of Hedwig House, a nonprofit organization that serves mentally challenged adults. Mr. Cantor currently resides at the Community.

Michael Danielewicz, MD

Dr. Danielewicz is an Assistant Professor in the Division of Geriatric Medicine and Palliative Care and Director of Pride Care at Thomas Jefferson University ("TJU"). Prior to assuming his positions as Assistant Professor and Director, he served in various clinical capacities at TJU including as a Resident in the Department of Family and Community Medicine, Geriatric Fellow and Fellow in Hospice and Palliative Medicine. He is also recipient of the 2023 HRSA Geriatric Academic Career Award. Dr. Danielewicz currently resides in Haddonfield, New Jersey.

Lynne Davis

Ms. Davis is the former founder and President of The Davis Group, a pharmaceutical industry consulting practice specializing in government drug pricing programs, pricing strategies, financial management and strategic planning. Prior to founding The Davis Group, Ms. Davis worked for GlaxoSmithKline where she was the first woman to hold a management position in their US finance division. Ms. Davis has served on numerous Boards including Allegiance Bank and Aqua Pharmaceuticals. Ms. Davis currently resides at the Community.

Corey Evans, Chief Executive Officer

Mr. Evans is currently the Chief Executive Officer of the Provider. He was promoted to the CEO position effective January 1, 2024 by the Board of Trustees upon the retirement of the Provider's first CEO, Judy McGruther. Prior to taking on the CEO role at the Provider, Mr. Evans served as the Provider's Director of Healthcare Services for four years where he oversaw all healthcare service lines including the 60-bed skilled nursing facility, the 28-bed assisted living facility, the Jefferson Geriatrics physician practice and Hill Home Services, the Provider's new home care agency. Mr. Evans is a dynamic senior living executive with over 15 years of diverse industry experience. Prior to joining the Provider in 2019, Mr. Evans spent over 10 years serving in various executive capacities for organizations in healthcare and not for profit fields. Mr. Evans holds a Master of Business Administration and Bachelor of Science in Nursing. Mr. Evans lives in Garnet Valley, Pennsylvania.

Peter Fleming, Chief Operating Officer

Mr. Fleming is currently the Chief Operating Officer of the Provider. He has served as the COO of the Provider since the position was created in November 2015. Prior to that time, he served as the Provider's first Chief Financial Officer from the time he joined the Provider in August 2006. He was also a member of the Provider's development team managing the project's finances from September 2000 until he became CFO in 2006. Mr. Fleming has over 30 years of finance and real estate development experience in various executive capacities. Mr. Fleming lives in Flourtown, Pennsylvania.

Bruce Ficken, Vice Chair

Mr. Ficken is an attorney and currently a shareholder and Chair of Construction Law for Cozen O'Connor, a full-service law firm headquartered in Philadelphia, Pennsylvania. His responsibilities include representing clients in construction and commercial litigation and managing risk on construction projects, as well as assisting owners and developers with contract documentation, project administration and dispute avoidance and resolution. He is an arbitrator for the American Arbitration Association and as a mediator, he has successfully helped resolve major construction disputes. Mr. Ficken is a fellow of the American College of Trial Lawyers. Mr. Ficken resides in Flourtown, Pennsylvania.

Betsy Gemmill

Ms. Gemmill is currently an independent management consulting professional. Before starting her corporate career, she served as an assistant district attorney in the Philadelphia District Attorney's Office. Ms. Gemmill then moved to Girard Bank where she served in a number of management roles with increasing responsibility including as a Senior Vice President and Secretary of the bank and continued to serve in this capacity after its merger with Mellon Bank. Subsequently, she also held senior management positions at Drexel University and Tasty Baking Company. Ms. Gemmill has served on the boards of American Water Works, Beneficial Bank, the YMCA of Greater Philadelphia, the Franklin Institute, WHYY, Academy of Natural Sciences, Salvation Army of Greater Philadelphia, Philadelphia University, and the Philadelphia

College of Osteopathic Medicine, among others. Ms. Gemmel currently resides at the Community.

Patrice Haverstick

Ms. Haverstick is recently retired from the Einstein Health Network where she served as the Vice President of HR Integration. She spent 25 of her 34-year career at Einstein in various human resources roles with progressively increasing responsibility. Prior to joining Einstein, Ms. Haverstick worked for Sunrise Healthcare, E.I. DuPont and Chesapeake Packaging in different human resources roles. Ms. Haverstick is a member of the American Society for Healthcare Human Resource Administration and the Society for Human Resource Management, two leading professional associations serving the human resources industry. Ms. Haverstick currently lives in Bensalem, Pennsylvania.

Richard L Jones, Jr., Secretary

Mr. Jones is the former President and Chief Executive Officer of Abington Memorial Hospital where he spent 30 years of his career building Abington into one of Philadelphia's leading health care providers. Under his leadership, Abington received numerous awards and recognition for its quality of care. Mr. Jones has served on numerous Boards including Arcadia University, the Delaware Valley Healthcare Council, Voluntary Hospitals of America, and the Cassatt Insurance Company and is a life member of the American Hospital Association. Mr. Jones currently resides in Huntingdon Valley, Pennsylvania.

Jane LaGreca

Ms. Lagreca is currently the President of Safety & Risk Specialists, a corporate risk management consulting firm established in 2003. Prior to 2003, Ms. LaGreca worked in the insurance industry for EBI Companies and Royal & Sun Alliance primarily focused on accident prevention management and she has over 30 years' experience in workplace safety and risk management overall including developing safety policies and procedures and risk management training programs for companies in a number of different industries. Ms. LaGreca is also a qualified Accident and Illness Prevention Service provider in the Commonwealth of Pennsylvania. Ms. LaGreca currently resides in Doylestown, Pennsylvania

Lee Landau

Ms. Landau is recently retired from Jefferson Health where she served as the Senior Vice President and Chief Marketing Officer for seven years. Prior to being promoted to the role of Chief Marketing Officer, she spent 34 of her 40+-year career at Thomas Jefferson University Hospitals in various marketing roles with progressively increasing responsibility. Ms. Landau also was a past member of the American Marketing Association and the Vizient Chief Marketing Officer Council. Ms. Landau currently resides in Dresher, Pennsylvania

Ken Levitan, Vice Chair

Mr. Levitan is currently the President and Chief Executive Officer for the Einstein Healthcare Network. Previously, Mr. Levitan had spent 13 years as Einstein's Executive Vice President and Chief Administrative Officer where he was responsible for Human Resources, Information Systems, Strategy & Planning, Enterprise Program Management and Government/Community Relations. Prior to returning to Einstein, Mr. Levitan was an Executive Director at Ernst & Young in charge of the Healthcare Provider Information Technology practice. He also spent 10 years as the Chief Information Officer for Einstein before joining Ernst & Young. Mr. Levitan currently resides in Philadelphia, Pennsylvania.

Lynne Lewis, Treasurer

Mrs. Lewis is a former banker with PNC Bank and Wachovia Bank where she specialized in providing treasury management services for some of the country's largest corporations as well as product management and reporting. She started her career at IBM where she was part of the Programming systems division. Since retiring, she has served on the board of the Doylestown Health Foundation Board and performed volunteer work for the Village Improvement Association of Doylestown. She has served for many years on the Community's Residents Council and has been active on numerous resident committees including the Resident Finance Committee and the Resident Annual Fund Committee. Mrs. Lewis currently resides at the Community.

Neil Lubarsky

Mr. Lubarsky is the former Senior Vice President and Chief Financial Officer for Thomas Jefferson University Hospital located at 909 Walnut Street in Philadelphia, Pennsylvania. Prior to joining Jefferson, Mr. Lubarsky served as a financial officer at other health care organizations in the Philadelphia area. He also spent a significant portion of his career in the accounting profession at Price Waterhouse Coppers. Mr. Lubarsky is a CPA and a member of the American Institute of CPAs and the Healthcare Financial Management Association. He serves on the Board of Philadelphia International Medicine and the Thomas Jefferson University Cardiology Research Foundation. Mr. Lubarsky currently resides in Dresher, Pennsylvania. The Community maintains a relationship with Jefferson University Physicians, an affiliate of Thomas Jefferson University, for the provision of a medical director and other medical services to its residents. Mr. Lubarsky and Dr. Susan Parks (bio listed below) are employees of Thomas Jefferson University or related organizational entities of Thomas Jefferson University.

William McCormick, Chief Financial Officer

Mr. McCormick is currently the Chief Financial Officer of the Provider. He has served as the CFO of the Provider since November 2015. Prior to joining the Provider, Mr. McCormick served as the CFO for a privately held, Philadelphia area wealth management company where he also served as Chief Compliance Officer and Risk Management Team leader. Mr. McCormick is also a CPA and spent the early part of his career as an Audit Manager for the firm of PricewaterhouseCoopers. Mr. McCormick lives in Lower Gwynedd, Pennsylvania.

Sharon Patton-Thaxton

Ms. Patton-Thaxton is a former educator who spent her nearly 40-year career serving children first as a school therapist and then successively as a teacher, assistant principal and principal with various schools in the Philadelphia area before retiring in 2011. Since retiring, she has done volunteer work for a number of local organizations, but most importantly as an advocate for the EMIR Healing Center, a Philadelphia based nonprofit which supports individuals, families and communities that have been impacted by violent crime. In 2022, she took the position as Assistant Program Director of EMIR. She has also served on the Community's Residents Council, including as Secretary. Ms. Patton-Thaxton currently resides at the Community.

Luz Ramos

Dr. Luz S. Ramos is an experienced healthcare executive and physician leader, currently serving as Senior Medical Director at Independence Blue Cross, responsible for initiatives in population health, care coordination, and health equity using data analytics and evidence-based models. Earlier roles include Chief Quality Officer and East Regional Medical Officer at InnovAge, Network Medical Director at New Courtland, and Medical Director for LIFE programs. Dr. Ramos is also an educator and thought leader, chairing AMDA's Core Curriculum in Medical Direction, publishing extensively, and presenting at major conferences, with credentials including an MBA in Healthcare and board certifications in Internal Medicine and Geriatrics. Dr. Ramos currently resides in Bensalem, Pennsylvania.

Debra Rodgers, Chair

Ms. Rodgers is a nationally recognized leader in the field of risk management to which she has devoted most of her 40-year career. Most recently, Ms. Rodgers was Senior Vice President in charge of Risk Management for Aramark Corporation where she worked for nearly 20 years. Prior to her service with Aramark, she served in a similar capacity as Director of Risk Management for Saint-Gobain Corporation. Ms. Rodgers has served on many non-profit boards of directors over the course of her career including the Spencer Educational Foundation, the Insurance Society of Philadelphia, and the Maguire Academy of Insurance & Risk Management at Saint Joseph's University. Ms. Rodgers currently resides in Philadelphia, Pennsylvania.

Pete Ryan

Mr. Ryan is a former audit partner in the Philadelphia Healthcare Practice of KPMG LLP. He has over 30 years of accounting audit experience focused exclusively on healthcare providers and insurance companies. Some of these healthcare clients include Geisinger Healthcare, the Reading Health System, and the University of Maryland Health System. Mr. Ryan is also a member of the AICPA and Healthcare Financial Management Association and participates in a number of community and church-based organizations. Mr. Ryan currently resides in Baltimore, Maryland.

Efram Silberstein

Mr. Silberstein is the former Vice President of Audit & Compliance for Independence Blue Cross, the leading provider of health insurance serving Southeastern Pennsylvania, where he also

served as the corporation's privacy officer. Mr. Silberstein spent all of his nearly 30-year career with Independence Blue Cross in various audit and compliance roles with increasing responsibility. Mr. Silberstein currently services as the Chair of the Health Share Exchange Finance and Audit Committee. Mr. Silberstein currently lives in Bala Cynwyd, Pennsylvania.

Richard Webster

Richard Webster is the former President of Thomas Jefferson University Hospitals (TJUH"). Mr. Webster is a senior health care professional with over 30 years of clinical and administrative experience. Mr. Webster began his career as a staff nurse and has held a variety of clinical and administrative positions throughout his career at Penn Medicine and Jefferson Health. His roles included nursing management, service line leader, surgical/procedural director, and Chief Operating Officer prior to becoming President of TJUH where he was responsible for the strategic and operational leadership for this nationally ranked academic medical center. Mr. Webster has also served on numerous boards including the American Red Cross of Southeastern Pennsylvania, MANNA, The Health Care Improvement Foundation (HCIF), and Rothman Orthopedic Specialty Hospital. Mr. Webster currently resides in Philadelphia, Pennsylvania.

Affiliation with Non-Profit Organizations

The Provider is not affiliated with any religious, fraternal, charitable, or other non-profit organizations. The Provider is a Pennsylvania non-profit corporation, which has been recognized by the Internal Revenue Service as a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code.

Location and Description of the Community

The Community is located in a suburban setting in Lafayette Hill, Pennsylvania on a 96-acre site fronting Thomas and Flourtown Roads. Whitemarsh is a life care community designed to accommodate residents aged 62 in 305 residences ranging in size from one bedroom to two bedrooms with den apartments, cottages, and villas, 28 assisted living suites, 54 private skilled nursing rooms, and 14 memory care rooms. The first phase of the community included approximately 266 residences, 28 assisted living and 54 skilled nursing accommodations. All of the apartments, cottages and villas have been constructed with residents in mind. Whitemarsh has elevators for vertical transportation, lighting that reduces glare, appropriate floor coverings, windows that are easily operated, door handles rather than knobs, individual residence heating and cooling controls, and an emergency call system which is monitored 24 hours per day. Each residence also has a full-service kitchen. Whitemarsh also includes common areas, such as central dining areas, a private dining room for parties and special events, a café, lounge areas, library and communications center, card playing areas, creative arts studio, multi-purpose room, fitness center, indoor swimming pool, gift shop, wellness center, and administrative areas. The the community contains approximately 700,000 square feet of building area. The community was constructed in accordance with all applicable building codes. The architecture emphasizes the residential character of the Community which blends with the local environment. Outside amenities include gardens and outdoor activity areas. Whitemarsh opened for residency in March 2007.

Planned Expansion of Community

As part of the original land development plan, Whitemarsh Township approved a small second phase to the Community including 37 additional cottage residences to the north of the congregate building. Since the existing property zoning permitted up to an additional 54 residences on that parcel, the Provider revised its plans for the development of the second phase of the Community to include 54 new independent living apartments in five, two story residential buildings with each consisting of 8 to 12 residences, as well as a new club house with additional space for common amenities and a renovation and expansion of the health center to include a dedicated memory care unit (the "Hawk Ridge Expansion"). Construction of the Hawk Ridge Expansion commenced in January 2019 following successful completion of the land development approval process and closing on the financing for construction in December 2018. The first three apartment buildings and the club house were completed and occupied in the spring of 2020. The fourth Hawk Ridge apartment building comprised of 8 units was completed in October 2025. Construction of the fifth and final Hawk Ridge apartment building commenced in October of 2025 and is expected to be completed by the end of 2026. The Community commenced construction on the renovation and expansion of the health center in December 2023 which added eight (8) beds and a dedicated memory care unit to the Provider's healthcare offerings when the project was completed in November 2025.

Services Provided

Prospective residents should fully understand the services that Whitemarsh will provide. The services are more fully described in the Residency Agreement. The services include (1) access to at least two meals per day in Community's dining areas including a monthly dollar allocation as determined by the Community for use by the resident to pay for meals in the Community's dining areas; (2) payment of utilities and basic cable television service (cottage and villa residents will pay their respective heating, cooling and electricity charges); (3) apartment, cottage or villa maintenance; (4) maintenance of all common areas; (5) housekeeping once each week; (6) laundering of flat linens performed weekly; (7) scheduled local transportation; (8) optional activities; (9) use of the swimming pool and exercise center; (10) wellness center; (11) assisted living services in the health center (if needed); (12) memory care services in the health center (if needed); (13) skilled nursing services in the health center (if needed); (14) resident services; (15) access to home care services as defined in the Residency Agreement; (16) uncovered parking and (17) various administrative services. In addition, Whitemarsh provides access, at the resident's expense, to physician services, prescription drugs, rehabilitation, and other services. With respect to dining services referenced in (1) above, residents may elect not to receive the monthly dollar allowance in return for a credit towards their monthly fees, which amount may be adjusted at Management's sole discretion. Other conditions to this option are set forth in an Addendum to the Residency Agreement.

As a licensed continuing care retirement community in the Commonwealth of Pennsylvania, Provider provides a comprehensive range of services to its residents over the full continuum of care including independent living, assisted living and skilled nursing services. Provider's Health Center is comprised of 28 assisted living suites in Oakley Hall, 14 private memory care rooms in McKeown House, 60 private skilled nursing rooms in Mather House and supporting common spaces located in approximately 70,000 square feet on three levels of the health care wing of the

Community's congregate building. The Health Center also includes a Medical Suite where residents have access to general physician services and a variety of other health care professional services on an outpatient basis. Pursuant to the Residency Agreement, residents may access assisted living services, memory care services or skilled nursing services either on a temporary or permanent basis and pay the same monthly fee for the basic services as they pay in their independent living residence. At the same time, residents are responsible for the cost of certain ancillary services provided in the Health Center including services from the resident's personal physician, prescription drugs, medical supplies, diagnostic testing, prescribed therapies, and private duty aides requested by the resident as well as other expenditures not provided for as part of the Residency Agreement and to the extent they are not covered by their medical insurance. Residents whose level of care evaluation indicates that the resident can no longer live independently without risk to themselves or others may move permanently to Oakley Hall, McKeown House, or Mather House depending on the level of care required. If a permanent transfer is required, the resident's independent living residence is released for re-occupancy by a new resident.

Health Insurance Obligations of Residents

Each Resident must purchase and maintain at Resident's cost Medicare Part A, Medicare Part B (or equivalent), one supplemental health insurance policy, such as Medicare Supplemental Insurance and Medicare Part D (or equivalent) or Medicare Advantage. Resident shall furnish Provider evidence of all such coverages, not less than annually. All of Resident's health insurance policies, including those offered by a health maintenance organization or managed care plan, must be approved by Provider prior to the execution of the Residency Agreement which approval will be provided at Provider's sole discretion. Resident shall be responsible for paying costs of hospital care, Medicare covered nursing care, prescription drugs, medical supplies, prescribed therapies, physician fees and the like that are not covered by insurance. Even if approved by Provider, a managed care plan or Medicare Advantage Plan may not provide coverage equal to traditional Medicare at times making Resident personally responsible. Resident agrees to provide Provider with written evidence that Resident has paid Medicare Part A, Part B, Part D, Medicare Supplemental Insurance, and Medicare Advantage, or equivalent insurance premiums when due. Resident will provide such proof in accordance with procedures adopted by Provider. If Resident does not maintain such insurance or does not maintain insurance coverage approved by the Provider, Provider may acquire it on behalf of Resident and charge Resident for the cost thereof. See Section IX of the Residency Agreement for full details concerning insurance requirements.

Community Fees

The table on the following page summarizes the entrance fees and monthly fees by residence type effective as of January 1, 2026:

Residence Type	Fees Entrance Fee Plans Refundable	Amortizing	Monthly Fees
One Bedroom Apartment			
Plymouth Meeting	461,900	318,000	6,598
Fairmont	530,900	360,000	7,444
Franklin	608,900	412,000	7,749
Lafayette	613,900	415,000	7,881
Two Bedroom Apartment			
Mount Airy	690,900	462,000	8,269
Rittenhouse	734,900	493,000	8,999
Montgomery 3rd floor	789,900	529,000	9,372
Montgomery 4th floor	810,900	541,000	9,465
Philadelphian	864,900	575,000	9,714
Main Line	909,900	605,000	10,157
Ambler	951,900	629,000	10,710
Wissahickon	957,900	634,000	10,890
Fort Washington	1,048,900	695,000	11,200
Windsor	1,449,900	951,000	11,682
Windsor Penthouse	1,618,900	1,058,000	11,913
Cottages			
Wyndmoor (no basement)	976,900	647,000	10,183
Wyndmoor	1,048,900	695,000	10,183
Wyndmoor walk out	1,067,900	704,000	10,183
Chestnut Hill	1,172,900	773,000	10,275
Chestnut Hill walk out	1,193,900	786,000	10,275
Villas			
Blue Bell duplex	956,900	633,000	10,359
Blue Bell duplex walkout	970,900	644,000	10,359
Huntingdon	1,234,900	812,000	11,544
Huntingdon walkout	1,248,900	822,000	11,544
Whitemarsh	1,274,900	839,000	11,674
Whitemarsh walkout	1,291,900	849,000	11,674
Terraces - Hawk Ridge			
Cresheim	1,013,900	670,000	10,484
Highland	1,078,900	712,000	10,981
Andorra	1,061,900	701,000	10,994
Woodmere	1,101,900	727,000	11,198
Devon	1,273,900	970,000	11,400
Merion 2	1,441,900	1,096,000	11,800
Merion 1	1,455,900	1,108,000	12,100
Second Person Fees	61,500	61,500	2,600

All entrance fees listed above contain a one-time $61,500 first person, life care payment. Second person entrance fees represent the life care payment only. In both the Refundable and Amortizing Plans, the life care payment amortizes 10% upon signing the contract and then 2% per month until fully amortized. See Section V of the Residency Agreement for full details concerning refunds.

Adjustments to resident monthly service fees and entrance fees are approved annually by the Board at their October meeting as part of the Board's review and approval of the annual budget. The fee increases are immediately communicated to residents and go into effect on January 1 of each year. Adjustments are primarily based upon projected changes in the Community's cost of operations to provide the services required under the Residency Agreement. The following table summarizes the average dollar increase in resident monthly fees effective January 1 of the calendar year indicated:

	2021	2022	2023	2024	2025
Average Increase	$232	$319	$418	$408	$385

Monthly fee discounts are available to certain residents of the Community who qualify based on the age of the residents, assuming the prospective resident meets medical and financial requirements, among others. Such discounts range from 1% to 15% depending upon the age of the resident to encourage younger prospective residents to enter the Community. The discounted monthly fees shall apply throughout the term of residency of the prospective residents. Other conditions for this discount are set forth in an Addendum to the Residency Agreement.

Early Advantage Program

In 2025, the Corporation's Board of Directors authorized the implementation of an Early Access Program (EAP), which will commence in 2026. The EAP welcomes waitlist depositors who live independently outside the Community to access certain services and amenities available to residents of the Community and the option to obtain assisted living, memory care and skilled nursing services when medically necessary and subject to bed availability. Upon medical and financial approval, waitlist depositors are required to pay an EAP Entrance Fee of $50,000 and monthly fee $750 for the first person and $250 for the second person to attain EAP Participant status. This program facilitates the integration of prospective residents into the Community environment and amenities while providing access to medically necessary healthcare services.

Reserves

Under Pennsylvania law, continuing care retirement communities are required to disclose reserve funding and security information. The amount of the reserve funds at Whitemarsh equals the sum of all principal and interest payments due by Provider during the next 12 months plus at least 2 months operating expenses to fund services provided to life care residents. Liquid reserves are invested in compliance with (i) the provisions in bond financing issued through the

Montgomery County Industrial Development Authority (the "Authority") on behalf of the Provider and (ii) the Policy described below.

In September 2010, the Board adopted an investment policy (the "Policy") to guide the Board and management in effectively managing, monitoring, and investing the Provider's investable assets in a prudent manner to mitigate volatility and risk while producing annual investment income to the Provider and the highest sustainable rate of growth in the overall portfolio. Under the Policy, the Executive Committee of the Board has been delegated the overall responsibility for managing the Corporation's investable assets while the Chief Financial Officer of the Corporation has the day-to-day responsibility for monitoring performance, communicating with the Executive Committee and the investment managers, and carrying out the intent of the Policy. The Policy provides specific guidelines with respect to the allocation of investable assets between equity and fixed income assets, acceptable asset classes and investment performance expectations. The Policy was developed by the Board in consultation with experienced investment professionals with particular expertise in the needs and expectations of nonprofit senior living providers. Under the Policy, management of any reserves may be delegated to an investment manager retained by the Provider for this purpose and the investment manager would have discretionary authority to invest those assets subject to the restrictions set forth in the Provider's borrowing bond documents. Under the Policy, the investment manager must have a minimum of $250 million in assets under management and at least 5 years of documented success serving in this capacity. Provider has retained the services of Ziegler Capital Management ("ZCM") to manage its reserves. Headquartered in Chicago, Illinois, ZCM manages nearly $11 billion in investable assets across the investment spectrum for a wide range of clients including a number of senior living and health care organizations similar to Provider. The Executive Committee is responsible for reviewing the performance of the investment managers at least annually and has the authority to terminate any investment manager for various reasons.

Resident's Rights and Organizations

Under the Residency Agreement, residents have the right to self-organization and, among other rights, the right to meet, use Whitemarsh's facilities, and receive information from Provider's management and the Board. See Section IV of the Residency Agreement for a description of these rights.

Summary of Residency Agreement

Provider has received a certificate of authority from the Pennsylvania Department of Insurance to operate as a continuing care retirement community and conducts informational sessions to solicit interest and introduce prospective residents to Whitemarsh's amenities and costs. Individuals and couples deciding to apply for residency are provided with an application, a Disclosure Statement, and a Residency Agreement.

Prospective residents complete an application, including disclosure of certain financial and medical information, and submit it to Provider for approval. If the application is approved and

the prospective resident wishes to move forward with a move to Provider, they execute a Residency Agreement to reserve the selected apartment, cottage, or villa. The Community offers three options for Residency Agreements: the 90% Refundable Entrance Fee Contract, the 80% Refundable Entrance Fee Contract and the Amortized Entrance Fee Contract. At the time the Residency Agreement is signed by the resident, the resident pays a deposit equal to 5% of the total entrance fee for the selected apartment, cottage, or villa in the existing Community. Deposited funds remain subject to the entrance fee refund provisions set forth in Sections V, XI or XII of the Residency Agreement. There is no interest paid on entrance fee deposits for residences in the existing Community. Deposits for residences in the Hawk Ridge Expansion shall be held in an interest-bearing escrow account in a bank, trust company or other escrow agent as required by the Continuing Care Provider Registration and Disclosure Act. The Residency Agreement should be reviewed carefully regarding deposits, escrow, and payment of the total entrance fee.

The Residency Agreement stipulates that a prospective resident agrees to pay the balance of the entrance fee prior to the settlement date specified in the Residency Agreement unless such date has been extended by Provider. The Residency Agreement further stipulates that a prospective resident agrees to pay a monthly fee beginning upon the date the resident begins residency at the Community unless such time is extended in writing by Provider. The amount of the entrance and monthly fee for the reserved apartment, cottage or villa is set forth in the Residency Agreement.

Prospective residents are urged to carefully review the details of the Residency Agreement. The Residency Agreement contains, among other things, rights of rescission, termination rights, rights to use of the apartment, cottage or villa, provisions governing refunds of the entrance fee, the requirement for insurance, rights as to who may reside in the apartment, cottage or villa, and services to be provided to residents. The description in this Disclosure Statement of the provisions of the Residency Agreement is intended to familiarize prospective residents with certain provisions of the Residency Agreement. If there is any difference between the Residency Agreement and the Disclosure Statement, the provisions of the Residency Agreement shall prevail.

Applications for residency are subject to approval by the management of Whitemarsh. Prior to the time a prospective resident executes the Residency Agreement, prospective residents are asked to provide certain medical and financial information, including, without limitation, proof of medical insurance. In general, this information must demonstrate to the sole satisfaction of management that the prospective resident’s medical condition meets the admission criteria established by Provider and that the prospective resident has assets and income sufficient to pay the entrance fee and monthly fee plus other personal expenses. The prospective resident's income must be sufficient to also meet anticipated increases in the cost of living. Medical, insurance and financial information is subject to requests for updates by Provider as set forth in the Residency Agreement. Provider will not discriminate against a prospective resident on the basis of race, creed, color, sex, religion, or national origin.

The prospective resident may rescind the Residency Agreement in accordance with Section I of the Residency Agreement without penalty, by giving Provider written notice within 7 calendar days from the date of the prospective resident’s execution and remittance of an entrance fee deposit. The prospective resident's deposit will be returned within 30 days of receipt by Provider

of written notice of rescission. After the initial 7-day period, the prospective resident may terminate the Residency Agreement in accordance with the terms of Sections V and XI of the Residency Agreement. Provider may terminate a Residency Agreement after it has been executed by the resident and Provider only for the reasons set forth in Section XII of the Residency Agreement. See Section V of the Residency Agreement regarding entrance fee refunds. Should a resident elect to terminate the Residency Agreement after moving to Whitemarsh, the resident will be entitled to a refund of the entrance fee paid, subject to certain conditions and limitations set forth in the Residency Agreement; provided, that any such refund of entrance fees would be paid to the resident or resident's estate upon Provider's receipt of the proceeds from the re-occupancy by a new resident of the actual residence vacated by the resident, depending upon the terms of that Residency Agreement.

Financing

On March 12, 2015, the Authority issued $125,700,000 of fixed rate mortgage revenue bonds on behalf of the Provider (the "2015 Bonds"). The issuance included $7,995,000 of serial Bonds and $117,705,000 of term Bonds. Interest payments are made semi-annually on January 1st and July 1st of each year. The outstanding Bonds mature and bear interest as set forth below:

Year Due	Principal Amount	Interest Rate
2030	$ 11,970,000	5.000%
2040	$ 35,600,000	5.250%
2050	$ 60,590,000	6.375%
Total	$ 108,160,000	

Under the terms of the Bond financing documents, the Provider has guaranteed payment of all amounts due under the Bonds. Additionally, the Bonds are secured by first mortgage liens on all buildings, improvements, and equipment now owned or subsequently acquired by the Provider, a security interest in the Provider's gross revenues, and a right of offset against the Provider's funds held by the Master Trustee. Under the terms of the Bond financing documents, the Provider is required to meet two covenants including: (a) debt service coverage ratio and (b) a days cash on hand ratio. As of December 31, 2025, the Provider was in compliance with both covenants. Bonds due in 2030, 2040 and 2050 are subject to (i) optional redemption prior to maturity, at the option of the Authority and at the direction of the Provider on January 1, 2025 or any date thereafter, in order of maturity, at a redemption price equal to 100% of the stated principal amount being redeemed plus accrued interest; and (ii) mandatory sinking fund payments beginning prior to the date the principal is due. The Bond financing documents require the establishment of a debt service reserve equal to the maximum annual debt service on the Bonds during the term. This reserve was fully funded as of December 31, 2025.

On December 20, 2018, the Authority issued $42,450,000 of fixed rate mortgage revenue bonds on behalf of the Provider (the "Hawk Ridge Bonds") to finance the construction of the Hawk Ridge Expansion and repay $2.5 million in funds borrowed in 2017. The issuance included $24,950,000 of Series A Bonds and $17,500,000 of Series B Bonds. Interest payments are made

semi-annually on January 1st and July 1st of each year. As of December 31, 2023, all of the Series B Bonds have been repaid from the entrance fee proceeds received from Hawk Ridge residents in 2020 and 2021. The remaining balance of the Hawk Ridge Bonds mature and bear interest as set forth in the following table:

Year Due	Principal Amount	Interest Rate
2028	$ 2,300,000	4.375%
2033	$ 2,890,000	5.000%
2038	$ 3,715,000	5.000%
2048	$ 11,045,000	5.250%
2051	$ 5,000,000	5.375%
Total	$ 24,950,000	

Under the terms of the Hawk Ridge Bond financing documents, the Provider has guaranteed payment of all amounts due under the Hawk Ridge Bonds. Additionally, the Hawk Ridge Bonds are secured by first mortgage liens on all buildings, improvements, and equipment now owned or subsequently acquired by the Provider, a security interest in the Provider's gross revenues, and a right of offset against the Provider's funds held by the Master Trustee on a pari passu basis with the 2015 Bonds and the Hawk Ridge Bonds and otherwise share all of the terms and conditions as the 2015 Bonds and the Hawk Ridge Bonds under the Master Trust Indenture.

On November 8, 2023, the Authority issued $37,620,000 of 30-year, floating rate mortgage revenue bonds on behalf of the Provider (the "Healthcare Bonds") to finance the construction of the Healthcare Expansion and repay $3.2 million in funds borrowed in 2016 to fund Hawk Ridge Expansion development costs. The Provider executed a swap agreement simultaneously with the issuance of the Healthcare Bonds which fixed the interest rate on the Healthcare Bonds at 5.5% for a period of five years. Interest only payments are due on a monthly basis until December 2025 at which time equal monthly payments of interest and principal totaling $2,602,000 annually are due through the Healthcare Bonds maturity date in December 2053. Under the terms of the Healthcare Bond financing documents, the Provider has guaranteed payment of all amounts due under the Healthcare Bonds. Additionally, the Healthcare Bonds are secured by first mortgage liens on all buildings, improvements, and equipment now owned or subsequently acquired by the Provider, a security interest in the Provider's gross revenues, and a right of offset against the Provider's funds held by the Master Trustee on a pari passu basis with the 2015 Bonds and otherwise share all of the terms and conditions as the 2015 Bonds under the Master Trust Indenture.

On November 14, 2024, the Provider closed on a financing with WSFS to borrow up to $7,557,0000 (the "Hawk Ridge 5300 Loan") to fund the construction of the fourth Hawk Ridge apartment building. Any amounts borrowed under the Hawk Ridge 5300 loan have been repaid from the proceeds of entrance fees received from the residents who moved into the eight apartments in this building in 2025.

On August 27, 2025, the Provider closed on a financing with WSFS to borrow up to $8,500,0000 (the "Hawk Ridge 5400 Loan") to fund the construction of the fifth and final Hawk Ridge apartment building comprised of eight units. Any amounts borrowed under the Hawk Ridge 5400 loan are expected to be repaid from the proceeds of entrance fees received from the

residents who will be moving into the eight apartments in this building in 2026. The interest rate on this loan is a floating rate tied to the Secured Overnight Financing Rate ("SOFR") plus 230 basis points. Interest only payments are due on a monthly basis until the debt is repaid from entrance fee proceeds. Under the terms of the Hawk Ridge 5400 Loan documents, the Provider has guaranteed payment of all amounts due. Additionally, the Hawk Ridge 5400 Loan is secured by first mortgage liens on all buildings, improvements, and equipment now owned or subsequently acquired by the Provider, a security interest in the Provider's gross revenues, and a right of offset against the Provider's funds held by the Master Trustee on a pari passu basis with the 2015 Bonds and otherwise share all of the terms and conditions as the 2015 Bonds under the Master Trust Indenture.

Financial Statements

Audited financial statements of the Provider for the two most recent fiscal years are included as an Addendum A to this Disclosure Statement. The following summarizes the budget of the Provider for calendar 2026 which has been approved by its Board. The achievement of the 2026 budget results is dependent upon future events, the occurrence of which cannot be assured.

STATEMENT OF OPERATIONS	
Revenue, Gains and Other Support:	
Residential Living Fees	$34,808,000
Assisted Living Fees	4,006,000
Nursing Fees	8,482,000
Home Care Revenue	1,077,000
Amortization of Deferred Revenue	6,357,000
Resident and Other Services Revenue	2,146,000
Investment Income	1,914,000
Contributions	337,000
Total Revenue, Gains and Other Support	$59,127,000
Operating Expenses:	
Administration and General	$14,166,000
Maintenance and Security	5,405,000
Housekeeping and Laundry	2,270,000
Dining Services	7,718,000
Health and Wellness	10,782,000
Home Care	1,049,000
Depreciation	18,453,000
Amortization	518,000
Interest	9,003,000
Total Expenses	$69,364,000
Operating Income / Loss	$(10,237,000)
Other Gains and Losses	-
Increase/(Decrease) in Unrestricted Net Assets	$(10,237,000)

Provider's Audit Report
Addendum A



Disclosure Statement

January 2026

Residents acknowledge that they have received a copy of Provider's Disclosure Statement as required by the Pennsylvania Insurance Department.

Acknowledged and Received by Resident:

By: _____

Print Name: _____

Date: _____

The Hill
at Whitemarsh

SECTION 7

PRO FORMA INCOME STATEMENT

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
Pro Forma Statement of Operations [1]
For the Calendar Year Ended December 31, 2026

REVENUE AND OTHER SUPPORT		
Residential Living Fees	$	34,808,000
Assisted Living Fees		4,006,000
Nursing Fees		8,482,000
Amortization of Deferred Revenue		6,357,000
Resident and Other Services Revenue Contributions		2,146,000
Hill Home Services Revenue		1,077,000
Grant Revenue		-
Contributions		337,000
Investment Income		1,914,000
TOTAL REVENUE AND OTHER SUPPORT		59,127,000
OPERATING EXPENSES		
Administration and General		14,166,000
Maintenance and Security		5,405,000
Housekeeping and Laundry		2,270,000
Dining Services		7,718,000
Health and Wellness		10,782,000
Hill Home Services		1,049,000
Depreciation & Amortization		18,971,000
Interest		9,003,000
TOTAL EXPENSES		69,364,000
OPERATING INCOME (LOSS)		(10,237,000)
Other Gains and Losses		-
INCREASE (DECREASE) IN NET ASSETS	$	(10,237,000)

[1] - This pro forma Statement of Operations has been internally prepared by management and has not been independently reviewed.

The Hill
at Whitemarsh

SECTION 8

CURRENT RESIDENT'S AGREEMENTS

The Hill
at Whitemarsh

90% REFUNDABLE CONTRACT

Life Care 90% Refundable Residency Agreement

January 2026

Mr/Mrs/Ms

4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444
(215) 402-8500

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Whitemarsh

Residency Agreement

Recitals:

Whitemarsh Continuing Care Retirement Community, Inc., a Pennsylvania non-profit corporation ("**Provider**"), is the owner of a life care community known as The Hill at Whitemarsh ("**Whitemarsh**" or "**Community**"), located at 4000 Fox Hound Drive in Lafayette Hill, Pennsylvania. Provider provides a continuum of care as, including lodging and health-related services, enabling resident to remain in the same community should they need to move through the care continuum. Whitemarsh includes apartment, cottage and villa living, assisted living services, skilled nursing services, and related common areas. Provider provides quality continuing care as described in this Residency Agreement ("**Agreement**") to residents at costs commensurate with the services and facilities contemplated by this Agreement. It is Provider's goal to allow residents to continue an independent life style and to provide the peace of mind associated with knowing that certain additional care is available if and when needed.

The person or persons who sign this Agreement, _____, are referred to throughout this document as "**Resident**" and this Agreement shall apply to both of them and to the survivor. The person or persons designated as Resident's Power of Attorney for health care and financial matters (more fully described in Paragraph IX (m)) is referred to as "**Resident's Representative**" under this Agreement.

Resident has decided to move to Whitemarsh to enjoy the Community and the continuing care services contemplated by this Agreement.

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

I. RESIDENT'S RIGHT OF RESCISSION

Resident has the right to rescind, cancel and terminate this Agreement provided written notice is given of the decision to rescind within seven (7) days of the date of executing this Residency Agreement (the "Rescission Period"). If you decide to rescind the Agreement, you must sign the Notice of Right to Rescind form, attached hereto as Exhibit A, enter the date and return the Notice of Right to Rescind form to Whitemarsh, 4000 Fox Hound Drive, Lafayette Hill, Pennsylvania 19444.

If you mail this document, the postmark must be no later than the last day of the Rescission Period. If you deliver this document or if you send a FAX, delivery must be made to Whitemarsh's office by the close of business on the last day of the Rescission Period. See Paragraph V (b) and Exhibit A regarding refund of Resident's Entrance Fee Deposit upon rescission.

II. OBLIGATIONS OF PROVIDER

Subject to Resident's performance of his or her duties and obligations under this Agreement, Provider agrees to provide the services described in this Agreement. Provider also agrees to make _____ which is a **apartment**, (the "**Residence**") available to Resident for Resident's use until permanent transfer to Provider's assisted living accommodations or Provider's skilled nursing accommodations, or until termination of this Agreement in accordance with Paragraph XI or XII.

III. DESCRIPTION OF SERVICES

Provider will provide residential services to Resident at Whitemarsh as long as Resident resides at Whitemarsh as follows:

- Scheduled meals in the dining areas. Provider shall provide access to at least two meals a day in the Provider's dining areas. Residents shall receive a monthly dollar allocation for use by the Resident to pay for meals in the Provider's dining areas. The dollar amount of the allocation and terms of use are determined by the Management of the Provider and are subject to change at any time.

- Residence housekeeping service performed weekly; more frequent services are available at an extra charge.

- Laundering of flat linens performed weekly.

- Utilities for apartment and terrace residents, including heating, air conditioning, water, sewer, electricity, basic cable television services, and internet services. Utilities for cottage and villa residents, including water, sewer, electricity, basic cable television services, and internet services, however cottage and villa residents will pay for their own heating and cooling and electricity charges. All Residents must contract with a telephone service provider and pay for all telephone service, and with the cable service provider and pay for any services beyond basic cable.

- Scheduled transportation to local shopping and recreational areas, doctor's offices, community facilities and places of worship as determined by the Provider.

- Maintenance of the apartment, terrace, cottage, and villa, including all Provider provided appliances, carpets and fixtures. Residence appliances will include a range, microwave, refrigerator, dishwasher, garbage disposal, washer and dryer. Provider will repaint residences as deemed necessary by Provider. Resident is responsible for the cost of repairing damage to any of Provider's property or equipment caused by Resident's misuse or neglect.

- Trash removal.

- Kitchens in each Residence.

- Call system and response to calls for emergency aid on a 24-hour per day basis.

- Activities as scheduled and planned for those Residents interested in participating. Provider will employ an Activities Director to help Residents plan and coordinate activities and special events.

- Access to and use of the common areas and facilities provided for the use and enjoyment of residents of Whitemarsh. Common areas include central dining areas, a private dining room for parties and special events, a café, lounge areas, library, business center, card playing areas, multi-purpose room, exercise center, indoor and outdoor swimming pools and a club house. Rules and regulations with respect to the use of common areas will be established by Provider from time to time and provided to Resident.

- Security, housekeeping and maintenance as determined by Provider.

- On site ATM.

- Additional storage facilities for Resident's personal belongings.

- Smoke detection and sprinklers in all areas of the building.

- Uncovered parking and covered parking for residents in the Hawk Ridge apartment buildings.

Provider will provide the following services to Residents for an additional charge which charges shall be established by Provider and are subject to change from time to time:

- Covered parking in the main apartment building

- Additional meals (including any guest meals)

- Hair salon and barber shop

- Guest suites

- Non-emergency response calls to Residences

- Club Room

In addition to the residential services described above, certain health care services shall be provided on the following basis:

(a) Resident, at Resident's expense, will have the right to be treated by any physician of his or her choice while in an apartment, cottage, villa or assisted living residence. Upon residency at Whitemarsh, Resident, if competent, or Resident's representative, if Resident is not competent, shall designate a physician with privileges to practice at Provider, as Resident's attending physician and shall promptly notify Provider of any changes in physician.

(b) Resident shall have access to certain health care services in the Medical Suite as determined by Provider. Additional charges may apply depending on the service.

(c) Provider will designate as Medical Director, a consulting physician licensed to practice medicine in the Commonwealth of Pennsylvania.

(d) Resident shall be responsible for, over and above the Monthly Fee, the cost of Resident's physician's services, acute hospital services, home care services, home health care services, prescription drugs, durable medical equipment and prescribed therapies, and any other charges agreed to.

(e) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, assisted living services, including memory care, in Provider's assisted living accommodations. Subject to Section V(c)(iii), such services shall be provided for the same Monthly Fee Resident paid in Resident's apartment, cottage or villa, except Resident shall be responsible for the cost of medication administration and other ancillary costs as indicated in the current assisted living services fee schedule. Resident of an assisted living residence shall receive the residential services listed above plus 24-hour per day supervision and assistance with the activities of daily living ("ADL") and/or instrumental ADLs provided in accordance with a care management plan developed by Resident's physician and Provider. Resident agrees to provide Provider with access to Resident's physician in order to coordinate development of the care management plan. In the event Resident's physician is not available or the Resident does not have a physician, with the Resident's written consent the Medical Director may be designated as Resident's physician until otherwise notified.

(f) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, skilled nursing care in Provider's skilled nursing accommodations. Resident will receive those services typically provided by a skilled nursing facility in the Commonwealth of Pennsylvania as medically appropriate. Resident must have designated a physician with privileges to practice at Provider. If Resident does not have a physician access will be provided to physicians with such privileges. In the event Resident's physician is not available or Resident does not have a physician, the Medical Director will temporarily assume responsibility for their health care while receiving skilled nursing care in Provider's skilled nursing accommodations until such time as Resident's physician is available or Resident selects a physician with privileges to practice at Provider. Access will be provided to physical therapy, speech therapy, and occupational therapy by Provider at additional cost to resident unless otherwise covered by Resident's health insurance. Resident shall be responsible for the cost of two additional meals per day.

(g) Resident may utilize the services of private duty home health or home care companions in their Residence and in assisted living or skilled nursing, subject to the prior written approval of Provider. Resident is responsible for the cost of such services. All home health or home care services or workers must be provided by a Pennsylvania licensed home health care agency or home care agency approved by Provider subject to the terms of Provider's home care agreement. Any such private duty home health or home care companions must abide by all of Provider's policies. Resident releases Provider from any liability relating to the acts or omissions of any such individuals utilized by Resident.

(h) The Resident shall not be liable to a health care provider for services rendered under this Residency Agreement, in the event a health care provider seeks payment for services which

Whitemarsh agreed to furnish in consideration of the Resident's payment of entrance and monthly fees.

IV. RESIDENT PARTICIPATION

(a) Residents shall have the right to self-organize and to organize and operate a resident organization (or organizations) at Whitemarsh. Any resident group organized pursuant to this Section (the "**Residents Association**") shall have the following rights:

(1) The right to engage in group activities, including for the purpose of keeping informed of the operations of Whitemarsh;

(2) The right to use Whitemarsh's premises to conduct private meetings;

(3) The right to obtain current copies of the Disclosure Statement, Annual Report, Audit Reports and final results of any regulatory findings pertaining to the Community as a whole or any of its component facilities;

(4) The right to be represented by an individual of their choice in communications with Whitemarsh's management;

(5) The right to engage in concerted activities for their own purposes;

(6) The right, individually and severally, to obtain outside advice, consultation and services of their own choosing and at their own expense on any matter, including, but not limited to, medical, legal and financial matters; and

(7) The right to independence, dignity, individuality, privacy, choice, a home-like environment, and self-determination, including, but not limited to:

(a) A recognition of the Resident's rights, responsibilities, needs and preferences;

(b) Assurance the Resident is free to select or refuse services and accept responsibility for the consequences (including possible termination of this Agreement);

(c) Freedom to develop and maintain social ties with opportunities for meaningful interaction and involvement in Whitemarsh;

(d) Recognition of personal space and the furnishing and decorating of personal space as private;

(e) Recognition that ensuring a Resident's well-being does not violate a Resident's civil rights;

(f) Freedom of the Resident to set Resident's own schedule, have visitors and leave Whitemarsh;

(g) Acknowledge that Resident is entitled to a "bill of rights" including methods of resolving Resident complaints;

(h) Assurances that methods of preventing and responding to incidents involving injury, loss of property, abuse, neglect and exploitation will be identified and implemented; and

(i) Recognition of Resident's transfer rights.

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

(b) Provider will be available for meetings at least once each quarter of the year with Residents or their representative(s). The meetings will be for the purpose of providing a forum for free and open discussion of any point either wishes to discuss. The Residents Association may request that a senior manager or other representative of the Provider be present at a meeting. Residents will be given at least two (2) weeks' notice of each such meeting.

(c) If Resident has a grievance or a dispute having general application to other residents of Whitemarsh, Resident has the right to present the grievance or dispute to the Residents Association. If, in the judgment of the Residents Association, the grievance or dispute has merit, the president of the Residents Association will discuss the matter with the Chief Executive Officer within thirty (30) days. The Chief Executive Officer shall consider the disputed matter and resolve it within thirty (30) days. The decision of the Chief Executive Officer shall be final. This process does not preclude the Resident from availing Resident of any other legal, statutory and/or regulatory remedies available to Resident.

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

If Resident moves to Provider's assisted living or skilled nursing accommodations, Resident may be entitled under Commonwealth of Pennsylvania and/or federal law and regulation to different/additional rights establishing Resident's rights and remedies as well as procedures for bringing forward resident grievances and complaints, the terms of which are available to Resident upon request and shall be provided to Resident by Provider upon any transfer or move to assisted living or skilled nursing.

V. FEES AND ENTRANCE FEE REFUNDS

For the right to use a Residence at Whitemarsh, and to receive the services described in this Agreement, Resident agrees to pay to Provider the following fees, which are due and payable as described below.

(a) **Entrance Fee.**

(i) Amount--The Entrance Fee for the Residence selected shall be as follows:

	First Person	Second Person	Total
Residential Component	**$**	**NA**	**$**
Life Care Component	**$ 61,500**	**$ 61,500**	**$123,000**
Total Entrance Fee	**$**	**$ 61,500**	**$**

If this Agreement is signed by two persons and one person dies or terminates this Agreement, such person shall be the "**Second Person**". The other person shall be the "**First Person**".

Entrance Fee Deposit --The Total Entrance Fee Deposit shall equal Five Percent (5%) of the Total Entrance Fee, or $_____, and is due upon signing this Agreement. This Entrance Fee Deposit shall be made by Resident's check made payable to Whitemarsh, receipt of such Five Percent (5%) Deposit is hereby acknowledged by Provider.

(ii) Balance of Entrance Fee --The balance of The Total Entrance Fee or $ _____ is to be paid on **_____, 2026**, unless this time is extended in writing by Provider. Provider will accept only cash via a wire transfer or a cashier's check as payment. Provider will not accept personal checks, securities, goods, services or any other form of payment.

(iii) Interest on Total Entrance Fee Deposit -- There is no interest paid on entrance fee deposits.

(b) **Refunds.**

(i) Entrance Fee Deposit Refund--If Resident rescinds this Agreement in accordance with Paragraph I, Provider shall return the Resident's Entrance Fee Deposit within thirty (30) days of receipt of Resident's Notice of Right to Rescind form.

(ii) If, after the Rescission Period but prior to occupying a Residence at Whitemarsh by paying the balance of the Entrance Fee (see Paragraph XI (a)), Resident dies or is unable to reside in a Residence or in the assisted living or skilled nursing accommodations because of illness, injury or other incapacity, Provider shall return Resident's Entrance Fee Deposit less costs for nonrefundable amenities set forth in Exhibit B which have been incurred by Provider, if any. Such refund shall be made within thirty (30) days following written notice of such event from or on behalf of

Resident or Resident's estate. The refund will be paid to Resident in writing, as directed by Resident or to Resident's estate.

(iii) If this Agreement is terminated for any other reason after the expiration of the Rescission Period but before paying the balance of the Entrance Fee, Provider shall refund Resident's Entrance Fee Deposit less costs for nonrefundable amenities set forth on Exhibit B which have been incurred by Provider, if any, and less 5% of the Entrance Fee Deposit, or $2,500, whichever is greater. Such refund shall be made solely upon Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy. The refund shall be further reduced by any other amounts due Provider. The refund will be paid to Resident, as directed by Resident or to Resident's estate in writing, within thirty (30) days of Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy.

(iv) If this Agreement is terminated after paying the balance of the Entrance Fee by reason of the death of the Resident or for any other reason after occupancy, a refund shall be due to Resident or Resident's estate. The refund shall be paid within thirty (30) days of Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa the Resident occupied or was to occupy. In the event another Resident chooses to relocate to the specific apartment, cottage or villa the Resident occupied or was to occupy from their current residence at the Provider, as permitted under Section XI (g), the refund shall be paid upon Provider's receipt of the Total Entrance Fee from a new resident for the specific apartment, cottage or villa the other Resident had previously occupied. In the event the Resident has transferred to assisted living or skilled nursing prior to the termination and the Provider has already received the Total Entrance Fee from a new resident for the specific apartment, cottage or villa Resident occupied or was to occupy at the time the Agreement is terminated, then the refund shall be paid within one hundred and twenty (120) days of Provider's receipt of written notice of termination from Resident or Resident's estate. The amount of the refund shall equal the Total Entrance Fee less (a) Ten Percent (10%) of the Total Entrance Fee and (b) Two Percent (2%) of the Life Care Component Fee for each of the next Forty-Five (45) months of occupancy. The amount of the refund will be further reduced by (a) amounts due for unpaid Monthly Fees and accrued interest; (b) any reduction in monthly fees agreed to by Provider pursuant to Paragraph VIII (b); (c) costs specifically incurred at the request of Resident; (d) the cost of refurbishing Resident's Residence for re-occupancy as defined in Paragraph V (b) (vii) below; and (e) any other amounts due Provider including any costs and out-of-pocket expenses incurred by Provider to enforce the terms of this Agreement.

(v) If two persons signed the Agreement and one elects to terminate this Agreement, the refund amounts will be calculated using only the Second Person Life Care Component of the Entrance Fee since there is no Residential Component applicable to the Second Person.

(vi) If two Residents of separate Residences decide to jointly reside in one of the previously occupied Residences, Provider shall refund a portion of the Residential Component of the Entrance Fee for the Residence vacated as set forth in Paragraph XI (g) to the Resident vacating that Residence. Provider shall make such refund upon Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa vacated by Resident. Provider shall make the refund to Resident or, if applicable, Resident's estate. No portion of the Life Care Component of the Entrance Fee will be refunded upon joint residency.

(vii) The cost of refurbishing shall include (a) replacing or repairing damaged appliances, fixtures, walls, ceilings, floor coverings, cabinets, counter tops, windows, doors, lights and locks exclusive of wear and tear; (b) removing wall coverings installed at the request of Resident; (c) repainting rooms painted at the request of Resident with nonstandard paint; (d) replacing nonstandard floor coverings installed at the request of Resident; (e) removing and restoring any other alternations or changes to the Residence made at the request of the Resident; (f) making any and all repairs required to restore a Residence affected by smoking; and (g) making any and all repairs required to restore a Residence affected by the presence of a pet. The cost of refurbishment shall not include the cost of repainting walls painted with standard paint, the cost of replacing standard carpet, the cost of replacing standard appliances or other cleaning or repair needed due to normal use.

(viii) In the event Resident is entitled to a refund of the Total Entrance Fee, such refund shall only be payable to Resident or Resident's estate.

(c) **Monthly Fee.**

(i) Amount--The First Person Monthly Fee for Resident's Residence is $_____ ("**First Person Monthly Fee**"). If two persons reside in this Residence, Residents will pay an additional **Second Person Monthly Fee**. The Monthly Fee for the Second Person is $ _____. Resident shall pay the Monthly Fee beginning on the date Resident pays the balance of the Entrance Fee as set forth in Paragraph V(a)(iii), unless this time is extended in writing by Provider and continuing until this Agreement is terminated and the Residence has been completely vacated by Resident subject to the provisions of Section VI (j). If the Residency Agreement is signed by two persons and one person dies or terminates the agreement, such person shall be considered the Second Person and the remaining Resident shall be considered the First Person for the purposes of this Agreement and the payment of Monthly Fees. Provider will accept only cash via ACH transfer or a check as payment. Provider will not accept securities, goods, services, or any other form of payment. The Monthly Fee shall be billed in advance to Resident at the beginning of each month and is due by the Fifteenth (15th) day of the month.

(ii) Increases in Monthly Fee—Except as otherwise set forth in this Agreement, Monthly Fees shall not increase due to a change in the level of services provided, except the Monthly Fee charged to all Residents shall be subject to periodic increases as determined by the Management of Provider. Provider shall provide Resident with Sixty (60) days' notice of any change in Monthly Fees. Such notice

shall set forth the effective date of the new Monthly Fee and the amount of the change. Provider intends to increase the Monthly Fee if Provider deems such increase is necessary to meet the financial needs of operating Whitemarsh or to provide services to Residents. Provider reserves the right to increase Monthly Fees more often than once each year if Provider deems such increase is necessary to meet its obligations.

(iii) A change of residence of one or both Residents to assisted living or skilled nursing accommodations shall not change the First Person or Second Person Monthly Fee unless both Residents relocate to assisted living and request separate assisted living units. If both Residents relocate to assisted living, they will be offered accommodations to occupy the same unit at the same monthly fee. Should Residents request separate assisted living units, an additional monthly fee shall be incurred and documented in an addendum to this Agreement. This Section V(c)(iii) shall satisfy Provider's Monthly Fee increase notice required by Section V(c)(ii) and Resident shall receive no separate notice.

(iv) Other Charges--Resident may voluntarily select optional services, such as guest meals, extra meals, or other optional services. The charges for such optional services shall be published and shall be the same for all Residents. The charge for optional services shall be billed to Resident at the end of each month and are payable by Resident by the Fifteenth (15th) day of the following month. Such right to select optional services may be restricted by Provider if Resident is in default of payment of Monthly Fees or Other Charges unless Provider has approved the incurrence of Other Charges in advance.

(v) Monthly Fee If One Resident of a Jointly Occupied Residence Dies or Terminates This Agreement in Accordance With Paragraph XI or Provider Terminates This Agreement in Accordance With Paragraph XII--If one Resident of a jointly occupied Residence dies or terminates this Agreement, the surviving (or remaining) Resident shall continue to pay the First Person Monthly Fee. Payment of the Second Person Monthly Fee shall terminate upon the date of death or termination.

(vi) Late payment charge--Resident is expected to make payment of the Monthly Fee and Other Charges when due. Resident is encouraged to make arrangements with Provider if Resident will be unable to make payments when due. Although Resident shall have no right to delay payment without Provider's prior written consent, if any amount due is not paid when due, Resident shall pay on demand a late fee at the rate of Twelve Percent (12%) per annum and such fees and late fees may be charged against the refundable portion of Resident's Entrance Fee.

(vii) If Resident is unable to pay fees when due, Resident shall discuss the circumstances with Provider. If Provider, in its sole discretion, agrees to reduce the fees of Resident as provided for in Section VIII of this Agreement, Provider shall charge the amount of unpaid fees, plus interest at the prime rate as noted in the Wall Street Journal calculated as of the last day of the prior month, against the refundable portion of Resident's Entrance Fee, if available, or seek repayment from Resident or Resident's estate upon the termination of the Agreement.

(viii) The Monthly Fee shall not be reduced when Resident is absent from Whitemarsh for an extended period except for an adjustment established by Provider at its sole discretion for the cost of meals not eaten during the absence, the amount of which may be changed by Provider at any time.

VI. TERMS OF RESIDENCY

(a) Resident's right to reside at Whitemarsh shall exist and continue during Resident's lifetime unless rescinded in accordance with Paragraph I or terminated as provided for in Paragraph XI or XII. It is expressly understood and agreed by the parties signing this Agreement that this Agreement grants Resident a right to reside in and use space at Whitemarsh, subject to the terms of this Agreement, and it is understood that this Agreement is not a lease or easement and does not transfer or grant to Resident any interest in real property, including the Residence, owned by Provider. Rights of Resident under this Agreement are not assignable and no rights or benefits set forth in this Agreement shall inure to the use or benefit of the heirs, legatees, assignees or representatives of Resident, unless expressly provided in this Agreement, and Resident shall have no right to assign the Residence for the use by another.

(b) Regardless of any other provisions in this Agreement, Provider may make alterations in the Residence to meet the requirements of any applicable statute, law or regulation of the federal, state or municipal government.

(c) No person other than Resident may reside in the Residence except for occasional visits or with the express written approval of Provider.

(d) Resident agrees to keep the Residence in safe and good condition free of any trash, debris or waste materials and in compliance with all fire, building and township codes and regulations and to promptly and properly dispose of all trash, garbage and other waste material.

(e) Resident agrees to use care when using any electrical, plumbing, HVAC or other equipment or appliances in the Residence and to immediately notify Provider of any necessary repairs or any harmful health or environmental conditions in the Residence.

(f) A Resident who owns a domesticated pet at the time the Resident occupies an apartment, cottage or villa shall be allowed to bring that pet to Whitemarsh provided (1) the pet does not disturb neighbors; (2) Resident disposes of the pet's waste in an appropriate manner; and (3) the pet is kept on a leash at all times when outside the apartment, cottage or villa. Only one pet belonging to a Resident is allowed in an apartment, cottage or villa at any time. Resident assumes the responsibility for the full cost of repairing any damage done to Whitemarsh facilities by the Resident's pet. Guests visiting a resident must request permission to bring a pet onto Whitemarsh property.

(g) In the event that a person who is not a party to this Agreement ("**New Person**") is accepted for residency in the Residence at a time subsequent to the date of this contract (with this acceptance to be in accordance with admission policies governing all other admissions), New Person shall sign this Residency Agreement and pay the then applicable Life Care Component of the Entrance Fee, and for each month after being accepted, the then current

Second Person Monthly Fee. Such New Person will then become a Resident for purposes of this Agreement.

(h) The Residence shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of zoning requirements or applicable law. In using the Residence, Resident further agrees not to disturb the peace and quiet enjoyment of other residents of Provider.

(i) Provider shall not be liable for, and Resident shall be liable for and pay for, all loss, liability, claims, damages or expenses, including attorney's fees and court costs, resulting from injury or death to persons and/or any damages to property, including any property of the Provider, caused by an accidental, negligent or intentional act or omission of Resident.

(j) In the event removal of Resident's property is not accomplished within Thirty (30) days after termination of the Residency Agreement by reason of death or otherwise, Provider may remove and store such furniture, possessions and property at the expense of Resident or Resident's estate, unless such date has been extended by Provider in writing. Provider shall also have the right to charge Resident or Resident's estate up to twice the First Person Monthly Fee after the expiration of the thirty (30) day period, or such time period as may have been agreed to in writing by Provider, in its sole discretion, and such charges shall constitute liquidated damages representing the Provider's reasonable out of pocket expenses for moving storing and protecting such furniture, possessions and property.

(k) Furnishings within the Residence will be provided by Resident. Furnishings provided by Resident shall not be such as to interfere with the health, safety and general welfare of other residents. Provider shall provide window treatments on all windows. Resident is responsible for the cost of purchasing and installing additional window treatments.

(l) Resident acknowledges that Whitemarsh and Provider's property, plant and equipment will be encumbered by a mortgage, the proceeds of which will be used to pay for development, construction or operation of Whitemarsh or refinancing thereof. Resident's rights under this Agreement are subordinate to all such mortgages. Resident shall not have personal liability for any such mortgage indebtedness. Resident acknowledges that Resident does not have any ownership interest in Whitemarsh

(m) Resident agrees to transfer from their Residence to an assisted living or skilled nursing accommodation when Whitemarsh's interdisciplinary team consisting of the Medical Director and other members of Whitemarsh's staff designated by Provider (the "Interdisciplinary Team") decides a transfer is necessary. A transfer would be necessary as a result of Resident's physical or mental health, the Resident posing a risk to the safety or welfare of themselves or other residents or some other condition. The same transfer rule would apply when the transfer is from assisted living to skilled nursing. If a Resident moves to an assisted living or skilled nursing accommodation and the Interdisciplinary Team determines Resident is capable of living within an apartment, cottage or villa once again, Resident agrees to assume residency in a Residence. Once a decision by the Interdisciplinary Team has been made, Resident shall have up to thirty (30) days to move to their new accommodation unless such time frame shall have been extended in writing by Provider. If a decision by the Interdisciplinary Team results in one or more Residents

moving such that the current accommodation is being vacated, the Resident(s) shall have up to thirty (30) days to vacate the current accommodation, remove all personal property and move to the new accommodation. In the event removal of Resident's property is not accomplished within thirty (30) days or such time period as may have been agreed to in writing by Provider in its sole discretion, Provider may charge fees as described in Section VI (j).

In making such decisions, the Interdisciplinary Team will consult with Resident if competent, the Resident's representative, and Resident's personal physician. Resident agrees to provide the Interdisciplinary Team with access to Resident's physician and/or Resident's medical records in connection with making such decision. The Interdisciplinary Team's decision regarding Resident's transfer to assisted living or skilled nursing accommodation, return to independent living, or change in accommodation, will be final. All decisions to transfer or change a Resident's accommodation shall be based on a current assessment of Resident's condition based on the information currently available to Provider and describe why the Resident's health care needs cannot be met at Resident's present location. In the event Resident or Resident's representatives disagree with the decision, the matter shall be referred to the Chief Executive Officer of the Provider as provided in Paragraph XIII.

(n) Provider agrees to provide a locking device on each entry to the Residences. Resident agrees that personnel of Provider may enter the Residence at reasonable hours to inspect, repair or clean the Residence. Provider will provide Resident with prior notice of the date, time and reason for any such entry. Notwithstanding the foregoing, Provider may enter the Residence at any time, without prior notice, in the event of an emergency or in the event of a breach by the Resident of the Agreement or any policy, rule or regulation implemented by the Provider. If Resident is not present when Provider enters the Residence due to an emergency, Provider shall promptly after entry notify Resident of the date and time of the entry and the reason for the entry. Resident agrees not to place any additional locking devices on entry doors, and if any such devices are placed on entry doors they will be removed.

(o) Resident agrees not to make any additions or alterations or perform any maintenance or repairs to the Residence or assisted living residence without the prior written approval of Provider, which approval will not be unreasonably withheld.

(p) If Resident is transferred pursuant to subparagraph (j) of this Paragraph, Provider shall have the right to assign the Residence for residency by others. If Resident's condition subsequently changes, pursuant to subparagraph (j) of this Paragraph Resident can resume residency in accommodations equivalent to those he or she previously occupied. Resident shall agree in writing and shall relocate to such equivalent accommodations as soon as they are available. If the Residence is jointly occupied and one Resident transfers to an assisted living or skilled nursing accommodation and the other Resident continues to reside in the Residence, the Residence would not be vacated for purposes of this paragraph.

(q) Although it is intended and expected that sufficient and appropriate skilled nursing services shall be available to Resident within the Community, should Resident require services and space is temporarily unavailable to Resident when required for those services, Provider

shall arrange for the nursing care to be provided to Resident with another appropriate skilled nursing provider. Such care will be at Provider's expense except for those items which would be at Resident's expense if Resident were in Whitemarsh's skilled nursing accommodations. Resident shall be transferred to Whitemarsh's skilled nursing accommodations as soon as appropriate space becomes available. If the Community's skilled nursing accommodations and all other area nursing providers offering the needed services are full, Provider will arrange for, and pay for, home health care services until space is available in the Community's skilled nursing accommodations or another area skilled nursing provider.

(r) Provider's obligation to provide services under this Agreement begins when Resident pays the balance of the Entrance Fee.

(s) Resident agrees not to discriminate against any staff member of Provider based on race, creed, color, national origin, religion, gender, age, marital status, veteran status, sexual preference, political affiliation, citizenship, disability, genetic information or any other classification protected by federal, state, or local laws.

(t) Resident agrees to abide by all rules and regulations relating to Whitemarsh and Resident's use and occupancy of the Community as adopted by Provider from time to time.

(u) Resident agrees to provide Provider with such updated personal financial information as Provider may reasonably request for the purpose of verifying the representations and covenants set forth in Paragraphs VII and IX of this Agreement.

VII. REPRESENTATIONS OF RESIDENT

Resident represents to Provider that:

(a) All facts stated on Resident's Confidential Data Applications are true and complete in all material respects as of the date made.

(b) Resident will not make any gift, transfer any asset listed on the Resident's Confidential Data Application or otherwise intentionally deplete his or her assets if making such gift, transfer or other action will impair Resident's ability to meet Resident's financial obligations under this Agreement.

(c) Resident shall be responsible for Resident's own funeral and burial expenses.

VIII. COVENANTS OF PROVIDER

Provider covenants and agrees that:

(a) Provider shall operate Whitemarsh in accordance and compliance with all applicable Commonwealth of Pennsylvania and federal laws and regulations relating to continuing care communities and the operation of assisted living and skilled nursing accommodations

shall be consistent with the regulations for licensing of assisted living and skilled nursing providers in the Commonwealth of Pennsylvania.

(b) It is the intent and policy of Provider not to terminate the residency of Resident solely by reason of the financial inability of Resident to pay the total Monthly Fee. If Resident has not willfully mismanaged their assets as covenanted in Section IX and establishes the facts necessary to justify the need for financial assistance as determined by Provider in its reasonable judgment, Provider shall reduce Resident's Monthly Fee to an amount that can be afforded by Resident as determined by the Provider in its sole discretion. Any such reduction in fees, plus interest at the prime rate noted in the Wall Street Journal calculated as of the last day of the prior month, shall be charged against the refundable portion of Resident's Entrance Fee. In the case where the cumulative fee reductions plus interest exceed the amount of Resident's Entrance Fee Refund, as determined in accordance with Paragraph V and such amounts cannot be paid by Resident or Resident's estate, Provider will waive some or all of Resident's accumulated Monthly Fees. At the discretion of the Provider, Resident may be required to move to the smallest available residence once Resident's monthly fee is reduced.

(c) Provider shall provide annually to Resident a copy of the annual disclosure statement, if requested. Provider will also make available to Resident, upon request, any certified financial statements of Whitemarsh.

IX. COVENANTS OF RESIDENT

Resident covenants and agrees:

(a) To comply with all reasonable operating procedures of Whitemarsh and with all rules and regulations adopted by Provider from time to time.

(b) To pay when due the Entrance Fee, Monthly Fee and other charges as provided in this Agreement.

(c) To make provision by will or otherwise for the disposition, upon termination of this Agreement, of all furniture, possessions and property of Resident located on the premises of Whitemarsh within 30 days of the date of termination. Any such furniture, possessions, and property not disposed of within Thirty (30) days after termination of this Agreement will be handled as described in Paragraph VI (j), unless such time frame is extended by Provider in writing.

(d) Not to willfully mismanage assets needed to meet Resident's financial obligations under this Agreement.

(e) To share summary personal financial information with the Provider as the Provider may reasonably request to assess the Resident's financial condition which request could be made no more than once annually.

(f) To purchase and maintain at Resident's cost Medicare Part A, Medicare Part B (or equivalent), one supplemental health insurance policy, such as Medicare Supplemental Insurance and Medicare Part D (or equivalent) or Medicare Advantage. Resident shall

furnish Provider evidence of all such coverages, not less than annually. All of Resident's health insurance policies, including those offered by a health maintenance organization or managed care plan, must be approved by Provider prior to the execution of the Residency Agreement which approval will be provided at Provider's sole discretion. Resident shall be responsible for paying costs of hospital care, Medicare covered nursing care, prescription drugs, prescribed therapies, physician fees and the like that are not covered by insurance. Even if approved by Provider, a managed care plan or Medicare Advantage Plan may not provide coverage equal to traditional Medicare at times making Resident financially responsible. If Resident does not maintain this insurance or does not maintain insurance coverage approved by the Provider, Provider may acquire it on behalf of Resident and charge Resident for the cost thereof. Resident agrees to reimburse Provider for the cost of such insurance. If Provider cannot purchase Medicare coverage and Medicare supplemental coverage or the equivalent for Resident as approved by Provider, Provider shall have the authority to require an adjustment in the Resident's Monthly Fee to fund the additional risk in an amount determined by Provider in its sole discretion. Resident agrees to provide Provider with written evidence that Resident has paid Medicare Part A, Part B, Part D, Medicare Supplemental Insurance, or Medicare Advantage, or equivalent insurance, premiums when due. Resident will provide such proof in accordance with procedures adopted by Provider.

(g) To maintain automobile liability insurance in the amount of at least $250,000/$500,000 and uninsured motorist insurance in the amount of $500,000 as long as Resident owns or operates a motor vehicle or such other amounts as may be approved by Provider at its sole discretion. This coverage is necessary to ensure that a Resident's assets are not depleted as a result of an uninsured claim arising from operation of a motor vehicle.

(h) Resident shall carry insurance covering damage or loss to Resident's personal belongings and personal liability insurance in the amount of at least $300,000 or such other amounts as may be approved by Provider at its sole discretion. Provider shall not be responsible for and will not assume custody of any property of Resident.

(i) For Residents who hire private duty home health care or home care assistants or workers, ensure that the assistants/workers or their employer maintain general and professional liability insurance coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate and workers compensation insurance in such amounts as are required by law.

(j) To look to their own insurance for recovery of any loss resulting from fire or other casualty. Resident releases Whitemarsh from such claims and waives any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their insurer. This release and waiver remains effective despite Resident's failure to obtain insurance or failure to maintain adequate limits of insurance. If Resident fails to obtain insurance or maintain adequate limits of insurance, Resident bears the full risk of its own loss.

(k) To provide Provider with written documentation annually that all of the required insurance coverages are in full force and effect.

(l) To abide by all of the terms of residency set forth in Paragraph VI and all other terms of this Agreement.

(m) On or before signing this Agreement, to execute and deliver a copy of a Power of Attorney for health care and financial matters, which Power of Attorney shall designate a person and an alternate person to act as Resident's representative under this Agreement. Resident must promptly (1) notify Provider of any changes to the Power of Attorney, and (2) deliver to Provider a copy of the updated Power of Attorney.

X. TRANSFER OF RESIDENT TO ANOTHER INSTITUTION

(a) It is possible that Resident may need specialized care which is beyond the capability of Whitemarsh. Such care would be needed if:

(1) Resident has been infected with a dangerous and contagious disease, care for which is not typically provided by a skilled nursing provider in Pennsylvania and for which Whitemarsh is not licensed to provide, or

(2) Resident has become mentally or emotionally disturbed to the degree that Resident poses a danger to himself or herself or the health and welfare of other residents or staff, or

(3) The physical or mental condition of Resident materially changes so that he or she requires services not regularly provided by Whitemarsh.

In such cases, the Interdisciplinary Team shall consult with the Resident, the Resident's representative identified in this Agreement, and the Resident's personal physician. If the Interdisciplinary Team determines that special care is needed, management will review the Resident's needs for care with the Resident, if he or she is competent, or Resident's representative, if he or she is not competent, and arrange the transfer. All such transfers shall be subject to and in accordance with applicable statutes, rules and regulations and shall be determined in Provider's sole discretion. In the case of such transfer of Resident residing in a Residence, an assisted living residence or a skilled nursing accommodation, if the Interdisciplinary Team determines that the transfer is temporary (usually thirty (30) days or less but extendible at Provider's sole discretion), Provider shall hold Resident's Residence, assisted living residence or skilled nursing accommodation for reoccupancy by Resident. If, in the opinion of the Interdisciplinary Team, the transfer is permanent, Resident's Residence shall be available for reoccupancy by another Resident.

If the medical condition of Resident permanently transferred under this Paragraph improves to the point where Resident, in the opinion of the Interdisciplinary Team, is able to resume residing at Whitemarsh, Resident shall transfer back to the Residence, assisted living residence, or skilled nursing accommodation last resided in by Resident. If the living accommodation last resided in by Resident is occupied by a new resident, Resident shall be entitled to reside in the next available Residence, assisted living residence or skilled nursing accommodation of the type previously occupied by Resident. In the event no Residence, assisted living residence or the skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or a skilled nursing accommodation becomes available. Provided Resident

continues to pay the Monthly Fee due under this contract, Provider shall pay the cost of such comparable living arrangements. If the Residence is jointly occupied and one Resident transfers to another institution and the other Resident continues to live in the Residence, the Residence would not be vacated for purposes of this paragraph. If the Interdisciplinary Team subsequently determines, in consultation with Resident or Resident's attending physician, that Resident of a jointly occupied Residence can return to that Residence, Resident agrees to do so.

(b) In the event Resident, if he or she is competent, or, if he or she is not competent, Resident's representative disagrees with the Medical Director's opinion, such disagreement shall be submitted to Provider as provided in Paragraph XIII. If Resident is so transferred before such disagreement is resolved and, if after review in accordance with Paragraph XIII, such transfer is found to have been unnecessary, Provider shall be responsible for any additional costs incurred by Resident as a result of such transfer. Resident shall transfer back to the skilled nursing accommodation, if appropriate, or to the Resident's Residence or assisted living residence unless it has been occupied by a new resident, in which case Resident shall be entitled to reside in the next available residence of the type previously resided in by Resident. In the event no Residence, assisted living residence or skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or skilled nursing accommodation becomes available.

(c) When a Resident is permanently transferred to another facility under this Paragraph, Resident's obligation to pay the Monthly Fee ceases and Provider shall refund the Entrance Fee to the extent provided in Paragraph V. If, after Resident has received a refund of his or her Entrance Fee, Resident is able to resume occupancy, Resident shall, prior to moving back to Whitemarsh, pay Provider the amount of the Entrance Fee Refund. Upon moving back to Whitemarsh, Resident shall be responsible for the Monthly Fee Resident would have paid if the transfer had not taken place.

XI. TERMINATION BY RESIDENT

(a) The words "**residency"** or "**occupancy**" are defined as the date Resident pays to Provider the amount of the Total Entrance Fee due hereunder, at which time Resident has access to all of the services made available to residents under this Agreement. Prior to residency, in the event of (i) the death of Resident, or (ii) the inability of Resident to reside in the Residence, the assisted living residence or a skilled nursing accommodation because of illness, injury or other incapacity, this Agreement shall automatically terminate and Provider will refund Resident's Entrance Fee Deposit in accordance with Paragraph V (b) (ii). In the event a second person is a party to this Agreement, Resident shall, in the event of the death or inability of the second person as provided above, have the option to leave this Agreement in force or to terminate this Agreement.

(b) After the expiration of the Rescission Period but prior to payment of the balance of the Entrance Fee, Resident may terminate this Agreement for any reason by providing written notice of termination to Provider. Such termination shall be effective upon Provider's receipt of such written notice of termination. Provider shall refund to Resident the amount of the Entrance Fee Deposit in accordance with Paragraph V (b) (iii).

(c) If Resident dies after Resident has assumed residency, Resident's Agreement is terminated and an Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(d) After Resident has assumed residency, Resident may terminate this Agreement for any reason. Resident shall give Provider Thirty (30) days advance written notice and shall pay the Monthly Fee until the later of the expiration of such Thirty (30) day period or the date the Residence was vacated and cleared of all of Resident's personal property and made available for re-occupancy by Provider. Such termination shall be effective Thirty (30) days after Provider receives such written notice of termination. An Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(e) If, after becoming Residents, joint Residents of a single Residence decide to live separately, the Residents could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:

(1) Both Residents request continued residence at Whitemarsh, with one continuing to reside in the Residence and one moving to another Residence. In such case, the Resident residing in the new Residence shall sign a new Residency Agreement. The Resident residing in the new Residence will pay the then applicable Residential Component of the Entrance Fee for the Residence selected. Both Residents will pay the then applicable First Person Monthly Fee for the Residences they reside in.

(2) One Resident decides to leave. In such case, the remaining Resident will pay the then applicable First Person Monthly Fee. The terminating Resident shall provide written notice of the termination to Provider. Resident may be entitled to a refund of part of the Life Care Component of the Entrance Fee in accordance with Paragraph V (b) (v).

(3) Both Residents decide to leave. In such case, the terminating Residents shall provide Thirty (30) days written notice of the termination to Provider and shall pay the Monthly Fee until the later of the date the termination is effective or the date the Residence was vacated and cleared of all of Resident's personal property and available for reoccupancy by Provider. Termination shall be effective Thirty (30) days after Provider receives such written notice of termination. Residents may be entitled to a refund in accordance with Paragraph V (b) (iv).

(f) In the event that a Resident asks to move to a different Residence and Provider approves such move, such move shall not terminate the Residency Agreement, but Resident or Residents shall execute an amendment to the Agreement and pay the then applicable Monthly Fee and Second Person Monthly Fee for the newly occupied Residence and shall pay the difference between the Residential Component of the Entrance Fee paid and the then applicable Residential Component of the Entrance Fee for the newly occupied Residence, if higher. Any additional Entrance Fee paid, or prior entrance fees received from Resident, shall not be considered receipt of a Total Entrance Fee from a new resident for the purposes of Section V(b)(iv). If lower, Resident will be entitled to a refund of the difference between the refundable portion of the Residential Component of the Entrance Fee paid and the then applicable refundable portion of the Residential Component of the

Entrance Fee for the newly occupied Residence. Resident agrees to pay the cost of refurbishing the vacated Residence for resale.

(g) In the event Resident terminates this Agreement and moves out of Whitemarsh and then, before Provider refunds Resident's Entrance Fee, Resident decides to move back in, Resident may do so by paying all unpaid amounts, if any, due Provider at the time Resident terminated the Agreement, plus the Monthly Fee for all months beginning with the month following the effective termination date and ending on the date Resident moves back in, plus accrued interest computed at the prime rate noted in the Wall Street Journal, calculated for each month or a portion thereof, compounded monthly. In the event Resident terminates this Agreement and receives a refund of the Entrance Fee and then wishes to move back to Whitemarsh, former Resident must reapply for admission under the same procedures as any new person seeking admission.

XII. TERMINATION BY PROVIDER

(a) Provider may, upon notice and opportunity to cure as hereinafter provided, revoke Resident's right to reside at Whitemarsh and terminate this Agreement upon the occurrence of any of the following events ("**Default**"):

(1) Failure of Resident to pay the unpaid balance of the Entrance Fee when due unless the due date is extended in writing by Provider as provided for in Section V(a)(iii).

(2) Resident has intentionally mismanaged assets needed to pay the balance of the Entrance Fee or the Monthly Fee.

(3) Failure of Resident to comply with all covenants and agreements of Resident contained in this Agreement or a material breach of any representation made by Resident in this Agreement or in Resident's Confidential Data Applications.

(4) For a good faith determination set forth in writing and signed by the Medical Director and the administrator of the facility that the resident is a danger to himself or others.

(5) Resident has materially misrepresented or omitted information in his/her application supplied to the Community. Provider shall have the right to require a physical examination of Resident by the Medical Director or his/her designee and to otherwise independently verify the information supplied to the Community.

(b) In the event of a Default by Resident, Provider shall give Resident notice in writing of such Default and Resident shall have Sixty (60) days thereafter within which to correct such Default with the exception of Paragraph XII (a)(4) above, in which case only reasonable notice under the circumstances will be provided or Paragraph XII (a)(5) above, in which case the Agreement shall terminate in Sixty (60) days. If Resident corrects such Default within such time, this Agreement shall not be terminated. If Resident fails to correct such Default within such time, this Agreement shall terminate at the expiration of such Sixty (60) days and an Entrance Fee Refund, if any, will be made in accordance with Paragraph V. If Resident's Agreement is terminated, Resident leaves Whitemarsh and Resident

subsequently cures the reason for termination, former Resident may be accepted for residency upon compliance with the provisions set forth in Paragraph XI (g).

XIII. DISPUTES

It is possible that disputes will arise regarding any of the matters listed below.

(a) Resident, if Resident is competent, or, if Resident is not competent, Resident's representative or Resident's attending physician disagrees with the opinion or determination of the interdisciplinary team as to the transfer of Resident:

(i) From a Residence to Provider's assisted living accommodations or back;

(ii) From a Residence to Provider's skilled nursing accommodations or back;

(iii) From Provider's assisted living accommodations to the skilled nursing accommodations or back;

(iv) From Whitemarsh's skilled nursing accommodations to another institution or back.

Resident disputes the determination that a Default has occurred which warrants termination under Paragraph XII(b).

In such case, the matter shall be referred to the Chief Executive Officer of Whitemarsh for resolution.

(b) In reviewing the circumstances relating to any such dispute, the Chief Executive Officer will review any written policies or procedures established by Provider, and consult with (1) the Medical Director; (2) appropriate members of Whitemarsh staff; (3) Resident, if he or she is competent, or, if he or she is not competent, with Resident's representative; (4) Resident's family, if desired by Resident; (5) Resident's attending physician, if appropriate; (6) Residents Association, if appropriate; (7) such other independent physicians, nurses and other health care professionals as the Chief Executive Officer may deem under the circumstances appropriate or required by applicable law or regulation; and (8) legal counsel.

(c) After considering all relevant factors, the Chief Executive Officer shall decide the dispute and inform Resident or Resident's representative(s), in writing, of the decision. The decision of the Chief Executive Officer shall be final.

(d) This process does not preclude Resident from availing himself or herself of any other legal, statutory and/or regulatory remedies available to Resident.

XIV. MISCELLANEOUS

(a) No changes in the scope of care or services shall be valid unless Provider provides Resident with notice at least sixty (60) days prior to the effective date of the change.

(b) If any condition, restriction or other provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such condition, restriction or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable shall not be affected by it and each condition, restriction or other provision shall be valid and be enforced to the fullest extent permitted by law.

(c) Provider shall construe all the provisions of this Agreement and shall determine all disputed matters in a manner consistent with the ideals set forth in the Recitals. Neither the Board of Directors of Provider nor management shall be liable for actions taken and decisions made in good faith and without malice. Nothing in this Agreement shall limit a Resident's right to judicial review.

(d) This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

(e) This Agreement has been executed on behalf of Provider by its duly authorized agent. No officer, trustee, director, agent or employee of Provider shall have any personal liability under this Agreement to Resident for the performance or failure to perform by Provider under any circumstance. The execution of this Agreement by Resident shall constitute the valid and binding Agreement of Resident to all of its terms.

(f) No act, agreement or statement of Resident or of any individual purchasing care for Resident under any agreement to furnish care to Resident shall constitute a valid waiver of any provision of the Continuing Care Provider Registration and Disclosure Act (40 P.S. §§ 3201 – 3225) or of any regulation intended for the benefit or protection of Resident or the individual purchasing care for Resident.

(g) This Residency Agreement and all of its Exhibits and attachments constitute the entire Agreement among the parties with respect to the subject matter herein and there are no understandings of any kind except as set forth herein. Any and all prior understandings and agreements among the parties, expressed or implied, oral or in writing are superseded by the terms of this Agreement and incorporated into this Agreement.

(h) This Agreement may be amended only by a written agreement in writing signed by all of the parties to this Agreement. No course of conduct or custom shall constitute an amendment among the parties of this Agreement and any attempt to amend this Agreement orally or in writing not so approved shall be void.

XV. DISCLOSURE STATEMENT

I have been provided with a copy of the Disclosure Statement and the Residency Agreement, which set forth and explain the rights, duties and responsibilities of Provider, Provider's employees and agents, including the Medical Director, and the Resident. I received these documents prior to the date of this Agreement. I have read and understand these documents and have had an opportunity to review them with an attorney, financial advisor or other representative of my choice. My acknowledgment of receipt by my signature on the Disclosure Statement constitutes my valid and binding act.

XVI. SIGNATURES

The parties to this Agreement have signed it below and have had it witnessed on this **__th** day of , **_____, 2026**.

Resident Name (Please Print)	Resident Name (Please Print)
Resident Signature	Resident Signature
Resident's Representative	Resident's Representative
Witness	Witness

By: _____
For Whitemarsh

EXHIBIT A

Notice of Right to Rescind

Date rescission period begins

You may rescind and terminate your Residency Agreement, without penalty or forfeiture, within 7 days of the above date. You are not required to move into Whitemarsh 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 residency agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice or letter, stating your desire to rescind to The Hill at Whitemarsh at Fox Hound Drive, Lafayette Hill, Pennsylvania 19444 not later than midnight of **___, 2026**.

Pursuant to this notice, I hereby cancel my residency agreement.

Prospective Resident's Name (Please Print)	Prospective Resident's Name (Please Print)
Prospective Resident's Signature Date	Prospective Resident's Signature Date
Resident's Representative	Resident's Representative
Resident No.	

WHITEMARSH

Date Received by Provider	Receipt Acknowledged For Provider

EXHIBIT B

The Hill at Whitemarsh
Request for Optional Upgrades

Resident has asked The Hill at Whitemarsh to provide Resident with the following optional Upgrades. Resident understands that the cost of Upgrades is over and above the Total Entrance Fee and Monthly Fee. Resident agrees to pay the additional cost for Upgrades below before construction of the upgrades is commenced. Resident further understands that the amount paid for the Upgrades are not refundable at any time, even if Resident does not move into The Hill at Whitemarsh for any reason.

Description of Upgrade and Associated Costs

	Cost	
Total	$	

_____
Future Resident Signature/Date

_____
Future Resident Signature/Date

_____
Residence No.

The Hill at Whitemarsh

By: _____

EXHIBIT C

Whitemarsh
Refund Request

I/We request a refund of our entrance fee deposit being held in escrow. I/We understand that the refund of our deposit will be done according to the procedures outlined in Section XI, Termination by Resident of the Residency Agreement.

Name _____

Address _____

_____

Phone _____

Signed: _____ Witness: _____

Signed: _____ Date: _____

Date: _____

All requests for refunds should be mailed to:

The Hill at Whitemarsh
4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444

EXHIBIT D

Provider's Financial Statements

EXHIBIT E
Addendum
To Residency Agreement
Dining Plan Option

This Addendum, when executed by Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident", if more than one, each a "Resident" and collectively "Residents"), shall be incorporated by reference into the Residency Agreement executed by Community and Resident(s) dated _____.

Pursuant to the terms of the Residency Agreement, each Resident is entitled to receive a monthly dollar allocation as part of Resident's Monthly Fee to be applied for meals in any of the Community's dining areas. If a Resident's dining charges exceed the monthly dollar allocation, such Resident is responsible for paying all charges in excess of such monthly dollar allocation based upon the menu pricing in effect at the time of meal service (the "Dining Allowance Plan").

As of the Effective Date, Resident(s) has/have elected to opt-out of the Dining Allowance Plan and shall commence paying for the cost of all dining charges incurred in the Community's dining areas based upon the menu pricing in effect at the time of meal service and shall no longer receive any monthly dollar allocation as a meal allowance.

In consideration for opting out of the Dining Allowance Plan, Resident(s) shall receive a credit each month against his/her/their Monthly Fee as determined by the Community effective in calendar 2023 and each year thereafter, subject to the Community's right to terminate or adjust such credit and subject to such other adjustments, all as described below (the "Dining Credit"). Any Resident receiving the Dining Credit shall be considered a participant in the Dining Credit Plan (the "Dining Credit Plan").

If two Residents occupy the same Residence, it is understood that both Residents have elected to opt out of the Dining Allowance Plan and to participate in the Dining Credit Plan.

If a Resident decides that he or she no longer wishes to participate in the Dining Credit Plan and revert to the Dining Allowance Plan, such election(s) shall be made in writing on a form available from the Community and submitted to the Community at any time. Any such election shall be effective on first of the month following the month that the form has been submitted to the Community ("Termination Date") and the Resident's previous election of the Dining Credit Plan shall be null and void after the Termination Date.

The amount of the Dining Credit may be adjusted at the Community's sole discretion upon sixty (60) days prior written notice. Any adjustment to the Dining Credit shall be effective as of the same date the Monthly Fee is adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement. The Dining Credit Plan may be eliminated at the sole discretion of the Community with no less than one hundred and eighty (180) days prior written notice to the Resident(s). In the event that a Resident's Dining Credit is terminated such Resident shall automatically be enrolled in the Dining Allowance Plan upon the termination of the Resident's Dining Credit.

In the event any Resident participating in the Dining Credit Plan is admitted to the Community's skilled nursing facility, the Dining Credit Plan shall immediately terminate as to such Resident and such Resident shall no longer receive the Dining Credit effective as of the date of admission. Such Resident shall thereafter receive meals as required by law while in the Community's skilled nursing facility. If the stay in the skilled nursing facility is not covered by insurance, such Resident shall be obligated to pay the then-current Community healthcare dining fee. If two Residents occupy the Residence and have elected to participate in the Dining Credit Plan, the second Resident shall remain on the Dining Credit Plan in the event that the first Resident is admitted to the Community's skilled nursing facility. In the event the second Resident is subsequently admitted to the Community's skilled nursing facility, the second Resident shall likewise no longer receive the Dining Credit effective as of the date of admission. If the second Resident's stay in the Community's skilled nursing facility is not covered by insurance, the second Resident shall be responsible for paying the then-current Community healthcare dining fees. Each Resident who was admitted to the Community's skilled nursing facility shall automatically become a participant in the Dining Credit Plan upon discharge to the Resident's Residence or to the Community's assisted living accommodations.

Should a Resident reside in, or transfer to, the Community's assisted living accommodations, such Resident shall remain on the Dining Credit Plan and there shall be no changes in the manner in which meals are paid.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement and any previous addendum or other document related to the Dining Credit (each a "Predecessor Document") shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of _____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____ _____
Authorized Officer _____

_____
_____

EXHIBIT F
Addendum To Residency Agreement
Incentive Pricing

This Addendum, when executed by the Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident(s)") shall be incorporated by reference into the Residency Agreement executed by the Community and Resident(s) dated the _____ day of _____, _____. (the "Residency Agreement").

Resident(s) and Community hereby agree that:

1. Resident(s) have qualified medically and financially to reside at the Community.

2. Resident(s) have executed a Residency Agreement and are in good standing with respect to all payments and fees or made the deposit as required by the Residency Agreement to the Community.

3. Resident(s) have delivered evidence of health insurance coverage as required by the Residency Agreement.

4. Resident(s) have provided proof of their date of birth confirming their age as of the effective date of this Addendum as set forth in Schedule 1 to this Addendum.

Based on the average age calculation set forth in Schedule 1 to this Addendum, the Community hereby agrees to reduce the Monthly Fees set forth in Paragraph V(c)(i) of the Residency Agreement, as such Monthly Fee may be adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement, by ___ % during their residency in the Community (the "Monthly Fee Discount"). The Monthly Fee Discount shall continue to apply in the event Resident(s) move to another Residence within the Community as permitted pursuant to Paragraph XI (f) of the Residency Agreement. The Monthly Fee Discount is non-transferrable.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this _____ day of _____, _____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____
Authorized Officer

_____
_____

_____
_____

SCHEDULE 1

RESIDENT AVERAGE AGE

This Schedule 1 sets forth the calculation of the average age of Resident(s) as of the date of the Addendum:

Age of First Resident _____

Age of Second Resident (if any) _____

Average Age of Resident(s) _____



Life Care 80% Refundable Residency Agreement

January 2025

Enter Resident Names Here.

4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444
(215) 402-8500

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Whitemarsh

Residency Agreement

Recitals:

Whitemarsh Continuing Care Retirement Community, Inc., a Pennsylvania non-profit corporation ("**Provider**"), is the owner of a life care community known as The Hill at Whitemarsh ("**Whitemarsh**" or "**Community**"), located at 4000 Fox Hound Drive in Lafayette Hill, Pennsylvania. Provider provides a continuum of care as, including lodging and health-related services, enabling resident to remain in the same community should they need to move through the care continuum. Whitemarsh includes apartment, cottage and villa living, assisted living services, skilled nursing services, and related common areas. Provider provides quality continuing care as described in this Residency Agreement ("**Agreement**") to residents at costs commensurate with the services and facilities contemplated by this Agreement. It is Provider's goal to allow residents to continue an independent life style and to provide the peace of mind associated with knowing that certain additional care is available if and when needed.

The person or persons who sign this Agreement, _____, are referred to throughout this document as "**Resident**" and this Agreement shall apply to both of them and to the survivor. The person or persons designated as Resident's Power of Attorney for health care and financial matters (more fully described in Paragraph IX (m)) is referred to as "**Resident's Representative**" under this Agreement.

Resident has decided to move to Whitemarsh to enjoy the Community and the continuing care services contemplated by this Agreement.

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

I. RESIDENT'S RIGHT OF RESCISSION

Resident has the right to rescind, cancel and terminate this Agreement provided written notice is given of the decision to rescind within seven (7) days of the date of executing this Residency Agreement (the "Rescission Period"). If you decide to rescind the Agreement, you must sign the Notice of Right to Rescind form, attached hereto as Exhibit A, enter the date and return the Notice of Right to Rescind form to Whitemarsh, 4000 Fox Hound Drive, Lafayette Hill, Pennsylvania 19444.

If you mail this document, the postmark must be no later than the last day of the Rescission Period. If you deliver this document or if you send a FAX, delivery must be made to Whitemarsh's office by the close of business on the last day of the Rescission Period. See Paragraph V (b) and Exhibit A regarding refund of Resident's Entrance Fee Deposit upon rescission.

II. OBLIGATIONS OF PROVIDER

Subject to Resident's performance of his or her duties and obligations under this Agreement, Provider agrees to provide the services described in this Agreement. Provider also agrees to make _____ which is a _____, (the "**Residence**") available to Resident for Resident's use until permanent transfer to Provider's assisted living accommodations or Provider's skilled nursing accommodations, or until termination of this Agreement in accordance with Paragraph XI or XII.

III. DESCRIPTION OF SERVICES

Provider will provide residential services to Resident at Whitemarsh as long as Resident resides at Whitemarsh as follows:

- Scheduled meals in the dining areas. Provider shall provide access to at least two meals a day in the Provider's dining areas. Residents shall receive a monthly dollar allocation for use by the Resident to pay for meals in the Provider's dining areas. The dollar amount of the allocation and terms of use are determined by the Management of the Provider and are subject to change at any time.

- Residence housekeeping service performed weekly; more frequent services are available at an extra charge.

- Laundering of flat linens performed weekly.

- Utilities for apartment residents, including heating, air conditioning, water, sewer, electricity, internet services, basic cable television services, and wiring for telephone. Utilities for cottage and villa residents, including water, sewer, electricity, basic cable television services, internet services and wiring for telephone, however cottage and villa residents will pay for their own heating and cooling and electricity charges. All Residents must contract with either the Provider or a telephone company and pay for all telephone service, and with the cable company and pay for any services beyond basic cable.

- Scheduled transportation to local shopping and recreational areas, doctor's offices, community facilities and places of worship as determined by the Provider.

- Maintenance of the apartment, cottage, villa and assisted living residences, including all Provider provided appliances, carpets and fixtures. Residence appliances will include a range, microwave, refrigerator, dishwasher, garbage disposal, washer and dryer. Provider will repaint residences as deemed necessary by Provider. Resident is responsible for the cost of repairing damage to any of Provider's property or equipment caused by Resident's misuse or neglect.

- Trash removal.

- Kitchens in each Residence.

- Call system and response to calls for emergency aid on a 24-hour per day basis.

- Activities as scheduled and planned for those Residents interested in participating. Provider will employ an Activities Director to help Residents plan and coordinate activities and special events.

- Access to and use of the common areas and facilities provided for the use and enjoyment of residents of Whitemarsh. Common areas include central dining areas, a private dining room for parties and special events, a café, lounge areas, library, business center, card playing areas, multi-purpose room, exercise center, indoor and outdoor swimming pools and a club house. Rules and regulations with respect to the use of common areas will be established by Provider from time to time and provided to Resident.

- Security, housekeeping and maintenance as determined by Provider.

- On site ATM.

- Additional storage facilities for Resident's personal belongings.

- Smoke detection and sprinklers in all areas of the building.

- Uncovered parking and covered parking for residents in the Hawk Ridge apartment buildings.

Provider will provide the following services to Residents for an additional charge which charges shall be established by Provider and are subject to change from time to time:

- Covered parking in the main apartment building

- Additional meals (including any guest meals)

- Hair salon and barber shop

- Guest suites

- Non-emergency response calls to Residences

- Club Room

In addition to the residential services described above, certain health care services shall be provided on the following basis:

(a) Resident, at Resident's expense, will have the right to be treated by any physician of his or her choice while in an apartment, cottage, villa or assisted living residence. Upon residency at Whitemarsh, Resident, if competent, or Resident's representative, if Resident is not competent, shall designate a physician with privileges to practice at Provider, as Resident's attending physician and shall promptly notify Provider of any changes in physician.

(b) Resident shall have access to certain health care services in the Medical Suite as determined by Provider. Additional charges may apply depending on the service.

(c) Provider will designate as Medical Director, a consulting physician licensed to practice medicine in the Commonwealth of Pennsylvania.

(d) Resident shall be responsible for, over and above the Monthly Fee, the cost of Resident's physician's services, acute hospital services, home care services, home health care services, prescription drugs, durable medical equipment and prescribed therapies, and any other charges agreed to.

(e) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, assisted living services in Provider's assisted living accommodations. Subject to Section V(c)(iii), such services shall be provided for the same Monthly Fee Resident paid in Resident's apartment, cottage or villa, except Resident shall be responsible for the cost of medication administration and other ancillary costs as indicated in the current assisted living services fee schedule. Resident of an assisted living residence shall receive the residential services listed above plus 24-hour per day supervision and assistance with the activities of daily living ("ADL") and/or instrumental ADLs provided in accordance with a care management plan developed by Resident's physician and Provider. Resident agrees to provide Provider with access to Resident's physician in order to coordinate development of the care management plan. In the event Resident's physician is not available or the Resident does not have a physician, with the Resident's written consent the Medical Director may be designated as Resident's physician until otherwise notified.

(f) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, skilled nursing care in Provider's skilled nursing accommodations. Resident will receive those services typically provided by a skilled nursing facility in the Commonwealth of Pennsylvania as medically appropriate. Resident must have designated a physician with privileges to practice at Provider. If Resident does not have a physician access will be provided to physicians with such privileges. In the event Resident's physician is not available or Resident does not have a physician, the Medical Director will temporarily assume responsibility for their health care while receiving skilled nursing care in Provider's skilled nursing accommodations until such time as Resident's physician is available or Resident selects a physician with privileges to practice at Provider. Access will be provided to physical therapy, speech therapy, and occupational therapy by Provider at additional cost to resident unless otherwise covered by Resident's health insurance. Resident shall be responsible for the cost of two additional meals per day.

(g) Resident may utilize the services of private duty home health or home care companions in their Residence and in assisted living or skilled nursing, subject to the prior written approval of Provider. Resident is responsible for the cost of such services. All home health or home care services or workers must be provided by a Pennsylvania licensed home health care agency or home care agency approved by Provider subject to the terms of Provider's home care agreement. Any such private duty home health or home care companions must abide by all of Provider's policies. Resident releases Provider from any liability relating to the acts or omissions of any such individuals utilized by Resident.

(h) The Resident shall not be liable to a health care provider for services rendered under this Residency Agreement, in the event a health care provider seeks payment for services which

Whitemarsh agreed to furnish in consideration of the Resident's payment of entrance and monthly fees.

IV. RESIDENT PARTICIPATION

(a) Residents shall have the right to self-organize and to organize and operate a resident organization (or organizations) at Whitemarsh. Any resident group organized pursuant to this Section (the "**Residents Association**") shall have the following rights:

(1) The right to engage in group activities, including for the purpose of keeping informed of the operations of Whitemarsh;

(2) The right to use Whitemarsh's premises to conduct private meetings;

(3) The right to obtain current copies of the Disclosure Statement, Annual Report, Audit Reports and final results of any regulatory findings pertaining to the Community as a whole or any of its component facilities;

(4) The right to be represented by an individual of their choice in communications with Whitemarsh's management;

(5) The right to engage in concerted activities for their own purposes;

(6) The right, individually and severally, to obtain outside advice, consultation and services of their own choosing and at their own expense on any matter, including, but not limited to, medical, legal and financial matters; and

(7) The right to independence, dignity, individuality, privacy, choice, a home-like environment, and self-determination, including, but not limited to:

(a) A recognition of the Resident's rights, responsibilities, needs and preferences;

(b) Assurance the Resident is free to select or refuse services and accept responsibility for the consequences (including possible termination of this Agreement);

(c) Freedom to develop and maintain social ties with opportunities for meaningful interaction and involvement in Whitemarsh;

(d) Recognition of personal space and the furnishing and decorating of personal space as private;

(e) Recognition that ensuring a Resident's well-being does not violate a Resident's civil rights;

(f) Freedom of the Resident to set Resident's own schedule, have visitors and leave Whitemarsh;

(g) Acknowledge that Resident is entitled to a "bill of rights" including methods of resolving Resident complaints;

(h) Assurances that methods of preventing and responding to incidents involving injury, loss of property, abuse, neglect and exploitation will be identified and implemented; and

(i) Recognition of Resident's transfer rights.

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

(b) Provider will be available for meetings at least once each quarter of the year with Residents or their representative(s). The meetings will be for the purpose of providing a forum for free and open discussion of any point either wishes to discuss. The Residents Association may request that a senior manager or other representative of the Provider be present at a meeting. Residents will be given at least two (2) weeks' notice of each such meeting.

(c) If Resident has a grievance or a dispute having general application to other residents of Whitemarsh, Resident has the right to present the grievance or dispute to the Residents Association. If, in the judgment of the Residents Association, the grievance or dispute has merit, the president of the Residents Association will discuss the matter with the Chief Executive Officer within thirty (30) days. The Chief Executive Officer shall consider the disputed matter and resolve it within thirty (30) days. The decision of the Chief Executive Officer shall be final. This process does not preclude the Resident from availing Resident of any other legal, statutory and/or regulatory remedies available to Resident.

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

If Resident moves to Provider's assisted living or skilled nursing accommodations, Resident may be entitled under Commonwealth of Pennsylvania and/or federal law and regulation to different/additional rights establishing Resident's rights and remedies as well as procedures for bringing forward resident grievances and complaints, the terms of which are available to Resident upon request and shall be provided to Resident by Provider upon any transfer or move to assisted living or skilled nursing.

V. FEES AND ENTRANCE FEE REFUNDS

For the right to use a Residence at Whitemarsh, and to receive the services described in this Agreement, Resident agrees to pay to Provider the following fees, which are due and payable as described below.

(a) **Entrance Fee.**

(i) Amount--The Entrance Fee for the Residence selected shall be as follows:

	First Person	Second Person	Total
Residential Component	**$**	**NA**	**$**
Life Care Component	**$59,100**	**$59,100**	**$118,200**
Total Entrance Fee	**$**	**$**	**$**

If this Agreement is signed by two persons and one person dies or terminates this Agreement, such person shall be the "**Second Person**". The other person shall be the "**First Person**".

Entrance Fee Deposit --The Total Entrance Fee Deposit shall equal Five Percent (5%) of the Total Entrance Fee, or $_____, and is due upon signing this Agreement. This Entrance Fee Deposit shall be made by Resident's check made payable to Whitemarsh, receipt of such Five Percent (5%) Deposit is hereby acknowledged by Provider.

(ii) Balance of Entrance Fee --The balance of The Total Entrance Fee or $ _____ is to be paid on **_____, 2025**, unless this time is extended in writing by Provider. Provider will accept only cash via a wire transfer or a cashier's check as payment. Provider will not accept personal checks, securities, goods, services or any other form of payment.

(iii) Interest on Total Entrance Fee Deposit -- There is no interest paid on entrance fee deposits.

(b) **Refunds.**

(i) Entrance Fee Deposit Refund--If Resident rescinds this Agreement in accordance with Paragraph I, Provider shall return the Resident's Entrance Fee Deposit within thirty (30) days of receipt of Resident's Notice of Right to Rescind form.

(ii) If, after the Rescission Period but prior to occupying a Residence at Whitemarsh by paying the balance of the Entrance Fee (see Paragraph XI (a)), Resident dies or is unable to reside in a Residence or in the assisted living or skilled nursing accommodations because of illness, injury or other incapacity, Provider shall return Resident's Entrance Fee Deposit plus any escrow interest accrued less costs for nonrefundable amenities set forth in Exhibit B which have been incurred by Provider, if any. Such refund shall be made within thirty (30) days following written notice of such event from or on behalf of Resident or Resident's estate. The

refund will be paid to Resident in writing, as directed by Resident or to Resident's estate.

(iii) If this Agreement is terminated for any other reason after the expiration of the Rescission Period but before paying the balance of the Entrance Fee, Provider shall refund Resident's Entrance Fee Deposit less costs for nonrefundable amenities set forth on Exhibit B which have been incurred by Provider, if any, and less 5% of the Entrance Fee Deposit, or $2,500, whichever is greater. Such refund shall be made solely upon Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy. The refund shall be further reduced by any other amounts due Provider. The refund will be paid to Resident, as directed by Resident or to Resident's estate in writing, within thirty (30) days of Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy.

(iv) If this Agreement is terminated after paying the balance of the Entrance Fee by reason of the death of the Resident or for any other reason after occupancy, a refund shall be due to Resident or Resident's estate. The refund shall be paid within thirty (30) days of Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa the Resident occupied or was to occupy. In the event another Resident chooses to relocate to the specific apartment, cottage or villa the Resident occupied or was to occupy from their current residence at the Provider, as permitted under Section XI (g), the refund shall be paid upon Provider's receipt of the Total Entrance Fee from a new resident for the specific apartment, cottage or villa the other Resident had previously occupied. In the event the Resident has transferred to assisted living or skilled nursing prior to the termination and the Provider has already received the Total Entrance Fee from a new resident for the specific apartment, cottage or villa Resident occupied or was to occupy at the time the Agreement is terminated, then the refund shall be paid within one hundred and twenty (120) days of Provider's receipt of written notice of termination from Resident or Resident's estate. The amount of the refund shall equal the Total Entrance Fee less (a) Twenty Percent (20%) of the Total Entrance Fee and (b) Two Percent (2%) of the Life Care Component Fee for each of the next forty (40) months of occupancy. The amount of the refund will be further reduced by (a) amounts due for unpaid Monthly Fees and accrued interest; (b) any reduction in monthly fees agreed to by Provider pursuant to Paragraph VIII (b); (c) costs specifically incurred at the request of Resident; (d) the cost of refurbishing Resident's Residence for re-occupancy as defined in Paragraph V (b) (vii) below; and (e) any other amounts due Provider including any costs and out-of-pocket expenses incurred by Provider to enforce the terms of this Agreement.

(v) If two persons signed the Agreement and one elects to terminate this Agreement, the refund amounts will be calculated using only the Second Person Life Care Component of the Entrance Fee since there is no Residential Component applicable to the Second Person.

(vi) If two Residents of separate Residences decide to jointly reside in one of the previously occupied Residences, Provider shall refund a portion of the Residential Component of the Entrance Fee for the Residence vacated as set forth in Paragraph XI (g) to the Resident vacating that Residence. Provider shall make such refund upon Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa vacated by Resident. Provider shall make the refund to Resident or, if applicable, Resident's estate. No portion of the Life Care Component of the Entrance Fee will be refunded upon joint residency.

(vii) The cost of refurbishing shall include (a) replacing or repairing damaged appliances, fixtures, walls, ceilings, floor coverings, cabinets, counter tops, windows, doors, lights and locks exclusive of wear and tear; (b) removing wall coverings installed at the request of Resident; (c) repainting rooms painted at the request of Resident with nonstandard paint; (d) replacing nonstandard floor coverings installed at the request of Resident; (e) removing and restoring any other alternations or changes to the Residence made at the request of the Resident; (f) making any and all repairs required to restore a Residence affected by smoking; and (g) making any and all repairs required to restore a Residence affected by the presence of a pet. The cost of refurbishment shall not include the cost of repainting walls painted with standard paint, the cost of replacing standard carpet, the cost of replacing standard appliances or other cleaning or repair needed due to normal use.

(viii) In the event Resident is entitled to a refund of the Total Entrance Fee, such refund shall only be payable to Resident or Resident's estate.

(c) **Monthly Fee.**

(i) Amount--The First Person Monthly Fee for Resident's Residence is $_____ ("**First Person Monthly Fee**"). If two persons reside in this Residence, Residents will pay an additional **Second Person Monthly Fee**. The Monthly Fee for the Second Person is $ _____. Resident shall pay the Monthly Fee beginning on the date Resident pays the balance of the Entrance Fee as set forth in Paragraph V(a)(iii), unless this time is extended in writing by Provider and continuing until this Agreement is terminated and the Residence has been completely vacated by Resident subject to the provisions of Section VI (j). If the Residency Agreement is signed by two persons and one person dies or terminates the agreement, such person shall be considered the Second Person and the remaining Resident shall be considered the First Person for the purposes of this Agreement and the payment of Monthly Fees. Provider will accept only cash via ACH transfer or a check as payment. Provider will not accept securities, goods, services, or any other form of payment. The Monthly Fee shall be billed in advance to Resident at the beginning of each month and is due by the Fifteenth (15th) day of the month.

(ii) Increases in Monthly Fee-- Except as otherwise set forth in this Agreement, Monthly Fees shall not increase due to a change in the level of services provided, except the Monthly Fee charged to all Residents shall be subject to periodic increases as determined by the Management of Provider. Provider shall provide Resident with Sixty (60) days' notice of any change in Monthly Fees. Such notice

shall set forth the effective date of the new Monthly Fee and the amount of the change. Provider intends to increase the Monthly Fee if Provider deems such increase is necessary to meet the financial needs of operating Whitemarsh or to provide services to Residents. Provider reserves the right to increase Monthly Fees more often than once each year if Provider deems such increase is necessary to meet its obligations.

(iii) A change of residence of one or both Residents to assisted living or skilled nursing accommodations shall not change the First Person or Second Person Monthly Fee unless both Residents relocate to assisted living and request separate assisted living units. If both Residents relocate to assisted living, they will be offered accommodations to occupy the same unit at the same monthly fee. Should Residents request separate assisted living units, an additional monthly fee shall be incurred and documented in an addendum to this Agreement. This Section V(c)(iii) shall satisfy Provider's Monthly Fee increase notice required by Section V(c)(ii) and Resident shall receive no separate notice.

(iv) Other Charges--Resident may voluntarily select optional services, such as guest meals, extra meals, or other optional services. The charges for such optional services shall be published and shall be the same for all Residents. The charge for optional services shall be billed to Resident at the end of each month and are payable by Resident by the Fifteenth (15th) day of the following month. Such right to select optional services may be restricted by Provider if Resident is in default of payment of Monthly Fees or Other Charges unless Provider has approved the incurrence of Other Charges in advance.

(v) Monthly Fee If One Resident of a Jointly Occupied Residence Dies or Terminates This Agreement in Accordance With Paragraph XI or Provider Terminates This Agreement in Accordance With Paragraph XII--If one Resident of a jointly occupied Residence dies or terminates this Agreement, the surviving (or remaining) Resident shall continue to pay the First Person Monthly Fee. Payment of the Second Person Monthly Fee shall terminate upon the date of death or termination.

(vi) Late payment charge--Resident is expected to make payment of the Monthly Fee and Other Charges when due. Resident is encouraged to make arrangements with Provider if Resident will be unable to make payments when due. Although Resident shall have no right to delay payment without Provider's prior written consent, if any amount due is not paid when due, Resident shall pay on demand a late fee at the rate of Twelve Percent (12%) per annum and such fees and late fees may be charged against the refundable portion of Resident's Entrance Fee.

(vii) If Resident is unable to pay fees when due, Resident shall discuss the circumstances with Provider. If Provider, in its sole discretion, agrees to reduce the fees of Resident as provided for in Section VIII of this Agreement, Provider shall charge the amount of unpaid fees, plus interest at the prime rate as noted in the Wall Street Journal calculated as of the last day of the prior month, against the refundable portion of Resident's Entrance Fee, if available, or seek repayment from Resident or Resident's estate upon the termination of the Agreement.

(viii) The Monthly Fee shall not be reduced when Resident is absent from Whitemarsh for an extended period except for an adjustment established by Provider at its sole discretion for the cost of meals not eaten during the absence, the amount of which may be changed by Provider at any time.

VI. TERMS OF RESIDENCY

(a) Resident's right to reside at Whitemarsh shall exist and continue during Resident's lifetime unless rescinded in accordance with Paragraph I or terminated as provided for in Paragraph XI or XII. It is expressly understood and agreed by the parties signing this Agreement that this Agreement grants Resident a right to reside in and use space at Whitemarsh, subject to the terms of this Agreement, and it is understood that this Agreement is not a lease or easement and does not transfer or grant to Resident any interest in real property, including the Residence, owned by Provider. Rights of Resident under this Agreement are not assignable and no rights or benefits set forth in this Agreement shall inure to the use or benefit of the heirs, legatees, assignees or representatives of Resident, unless expressly provided in this Agreement, and Resident shall have no right to assign the Residence for the use by another.

(b) Regardless of any other provisions in this Agreement, Provider may make alterations in the Residence to meet the requirements of any applicable statute, law or regulation of the federal, state or municipal government.

(c) No person other than Resident may reside in the Residence except for occasional visits or with the express written approval of Provider.

(d) Resident agrees to keep the Residence in safe and good condition free of any trash, debris or waste materials and in compliance with all fire, building and township codes and regulations and to promptly and properly dispose of all trash, garbage and other waste material.

(e) Resident agrees to use care when using any electrical, plumbing, HVAC or other equipment or appliances in the Residence and to immediately notify Provider of any necessary repairs or any harmful health or environmental conditions in the Residence.

(f) A Resident who owns a domesticated pet at the time the Resident occupies an apartment, cottage or villa shall be allowed to bring that pet to Whitemarsh provided (1) the pet does not disturb neighbors; (2) Resident disposes of the pet's waste in an appropriate manner; and (3) the pet is kept on a leash at all times when outside the apartment, cottage or villa. Only one pet belonging to a Resident is allowed in an apartment, cottage or villa at any time. Resident assumes the responsibility for the full cost of repairing any damage done to Whitemarsh facilities by the Resident's pet. Guests visiting a resident must request permission to bring a pet onto Whitemarsh property.

(g) In the event that a person who is not a party to this Agreement ("**New Person**") is accepted for residency in the Residence at a time subsequent to the date of this contract (with this acceptance to be in accordance with admission policies governing all other admissions), New Person shall sign this Residency Agreement and pay the then applicable Life Care Component of the Entrance Fee, and for each month after being accepted, the then current

Second Person Monthly Fee. Such New Person will then become a Resident for purposes of this Agreement.

(h) The Residence shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of zoning requirements or applicable law. In using the Residence, Resident further agrees not to disturb the peace and quiet enjoyment of other residents of Provider.

(i) Provider shall not be liable for, and Resident shall be liable for and pay for, all loss, liability, claims, damages or expenses, including attorney's fees and court costs, resulting from injury or death to persons and/or any damages to property, including any property of the Provider, caused by an accidental, negligent or intentional act or omission of Resident.

(j) In the event removal of Resident's property is not accomplished within Thirty (30) days after termination of the Residency Agreement by reason of death or otherwise, Provider may remove and store such furniture, possessions and property at the expense of Resident or Resident's estate, unless such date has been extended by Provider in writing. Provider shall also have the right to charge Resident or Resident's estate up to twice the First Person Monthly Fee after the expiration of the thirty (30) day period, or such time period as may have been agreed to in writing by Provider, in its sole discretion, and such charges shall constitute liquidated damages representing the Provider's reasonable out of pocket expenses for moving storing and protecting such furniture, possessions and property.

(k) Furnishings within the Residence will be provided by Resident. Furnishings provided by Resident shall not be such as to interfere with the health, safety and general welfare of other residents. Provider shall provide window treatments on all windows. Resident is responsible for the cost of purchasing and installing additional window treatments.

(l) Resident acknowledges that Whitemarsh and Provider's property, plant and equipment will be encumbered by a mortgage, the proceeds of which will be used to pay for development, construction or operation of Whitemarsh or refinancing thereof. Resident's rights under this Agreement are subordinate to all such mortgages. Resident shall not have personal liability for any such mortgage indebtedness. Resident acknowledges that Resident does not have any ownership interest in Whitemarsh

(m) Resident agrees to transfer from their Residence to an assisted living or skilled nursing accommodation when Whitemarsh's interdisciplinary team consisting of the Medical Director and other members of Whitemarsh's staff designated by Provider (the "Interdisciplinary Team") decides a transfer is necessary. A transfer would be necessary as a result of Resident's physical or mental health, the Resident posing a risk to the safety or welfare of themselves or other residents or some other condition. The same transfer rule would apply when the transfer is from assisted living to skilled nursing. If a Resident moves to an assisted living or skilled nursing accommodation and the Interdisciplinary Team determines Resident is capable of living within an apartment, cottage or villa once again, Resident agrees to assume residency in a Residence. Once a decision by the Interdisciplinary Team has been made, Resident shall have up to thirty (30) days to move to their new accommodation unless such time frame shall have been extended in writing by Provider. If a decision by the Interdisciplinary Team results in one or more Residents

moving such that the current accommodation is being vacated, the Resident(s) shall have up to thirty (30) days to vacate the current accommodation, remove all personal property and move to the new accommodation. In the event removal of Resident's property is not accomplished within thirty (30) days or such time period as may have been agreed to in writing by Provider in its sole discretion, Provider may charge fees as described in Section VI (j).

In making such decisions, the Interdisciplinary Team will consult with Resident if competent, the Resident's representative, and Resident's personal physician. Resident agrees to provide the Interdisciplinary Team with access to Resident's physician and/or Resident's medical records in connection with making such decision. The Interdisciplinary Team's decision regarding Resident's transfer to assisted living or skilled nursing accommodation, return to independent living, or change in accommodation, will be final. All decisions to transfer or change a Resident's accommodation shall be based on a current assessment of Resident's condition based on the information currently available to Provider and describe why the Resident's health care needs cannot be met at Resident's present location. In the event Resident or Resident's representatives disagree with the decision, the matter shall be referred to the Chief Executive Officer of the Provider as provided in Paragraph XIII.

(n) Provider agrees to provide a locking device on each entry to the Residences. Resident agrees that personnel of Provider may enter the Residence at reasonable hours to inspect, repair or clean the Residence. Provider will provide Resident with prior notice of the date, time and reason for any such entry. Notwithstanding the foregoing, Provider may enter the Residence at any time, without prior notice, in the event of an emergency or in the event of a breach by the Resident of the Agreement or any policy, rule or regulation implemented by the Provider. If Resident is not present when Provider enters the Residence due to an emergency, Provider shall promptly after entry notify Resident of the date and time of the entry and the reason for the entry. Resident agrees not to place any additional locking devices on entry doors, and if any such devices are placed on entry doors they will be removed.

(o) Resident agrees not to make any additions or alterations or perform any maintenance or repairs to the Residence or assisted living residence without the prior written approval of Provider, which approval will not be unreasonably withheld.

(p) If Resident is transferred pursuant to subparagraph (j) of this Paragraph, Provider shall have the right to assign the Residence for residency by others. If Resident's condition subsequently changes, pursuant to subparagraph (j) of this Paragraph Resident can resume residency in accommodations equivalent to those he or she previously occupied. Resident shall agree in writing and shall relocate to such equivalent accommodations as soon as they are available. If the Residence is jointly occupied and one Resident transfers to an assisted living or skilled nursing accommodation and the other Resident continues to reside in the Residence, the Residence would not be vacated for purposes of this paragraph.

(q) Although it is intended and expected that sufficient and appropriate skilled nursing services shall be available to Resident within the Community, should Resident require services and space is temporarily unavailable to Resident when required for those services, Provider

shall arrange for the nursing care to be provided to Resident with another appropriate skilled nursing provider. Such care will be at Provider's expense except for those items which would be at Resident's expense if Resident were in Whitemarsh's skilled nursing accommodations. Resident shall be transferred to Whitemarsh's skilled nursing accommodations as soon as appropriate space becomes available. If the Community's skilled nursing accommodations and all other area nursing providers offering the needed services are full, Provider will arrange for, and pay for, home health care services until space is available in the Community's skilled nursing accommodations or another area skilled nursing provider.

(r) Provider's obligation to provide services under this Agreement begins when Resident pays the balance of the Entrance Fee.

(s) Resident agrees not to discriminate against any staff member of Provider based on race, creed, color, national origin, religion, gender, age, marital status, veteran status, sexual preference, political affiliation, citizenship, disability, genetic information or any other classification protected by federal, state, or local laws.

(t) Resident agrees to abide by all rules and regulations relating to Whitemarsh and Resident's use and occupancy of the Community as adopted by Provider from time to time.

(u) Resident agrees to provide Provider with such updated personal financial information as Provider may reasonably request for the purpose of verifying the representations and covenants set forth in Paragraphs VII and IX of this Agreement.

VII. REPRESENTATIONS OF RESIDENT

Resident represents to Provider that:

(a) All facts stated on Resident's Confidential Data Applications are true and complete in all material respects as of the date made.

(b) Resident will not make any gift, transfer any asset listed on the Resident's Confidential Data Application or otherwise intentionally deplete his or her assets if making such gift, transfer or other action will impair Resident's ability to meet Resident's financial obligations under this Agreement.

(c) Resident shall be responsible for Resident's own funeral and burial expenses.

VIII. COVENANTS OF PROVIDER

Provider covenants and agrees that:

(a) Provider shall operate Whitemarsh in accordance and compliance with all applicable Commonwealth of Pennsylvania and federal laws and regulations relating to continuing care communities and the operation of assisted living and skilled nursing accommodations

shall be consistent with the regulations for licensing of assisted living and skilled nursing providers in the Commonwealth of Pennsylvania.

(b) It is the intent and policy of Provider not to terminate the residency of Resident solely by reason of the financial inability of Resident to pay the total Monthly Fee. If Resident has not willfully mismanaged their assets as covenanted in Section IX and establishes the facts necessary to justify the need for financial assistance as determined by Provider in its reasonable judgment, Provider shall reduce Resident's Monthly Fee to an amount that can be afforded by Resident as determined by the Provider in its sole discretion. Any such reduction in fees, plus interest at the prime rate noted in the Wall Street Journal calculated as of the last day of the prior month, shall be charged against the refundable portion of Resident's Entrance Fee. In the case where the cumulative fee reductions plus interest exceed the amount of Resident's Entrance Fee Refund, as determined in accordance with Paragraph V and such amounts cannot be paid by Resident or Resident's estate, Provider will waive some or all of Resident's accumulated Monthly Fees. At the discretion of the Provider, Resident may be required to move to the smallest available residence once Resident's monthly fee is reduced.

(c) Provider shall provide annually to Resident a copy of the annual disclosure statement, if requested. Provider will also make available to Resident, upon request, any certified financial statements of Whitemarsh.

IX. COVENANTS OF RESIDENT

Resident covenants and agrees:

(a) To comply with all reasonable operating procedures of Whitemarsh and with all rules and regulations adopted by Provider from time to time.

(b) To pay when due the Entrance Fee, Monthly Fee and other charges as provided in this Agreement.

(c) To make provision by will or otherwise for the disposition, upon termination of this Agreement, of all furniture, possessions and property of Resident located on the premises of Whitemarsh within 30 days of the date of termination. Any such furniture, possessions, and property not disposed of within Thirty (30) days after termination of this Agreement will be handled as described in Paragraph VI (j), unless such time frame is extended by Provider in writing.

(d) Not to willfully mismanage assets needed to meet Resident's financial obligations under this Agreement.

(e) To share summary personal financial information with the Provider as the Provider may reasonably request to assess the Resident's financial condition which request could be made no more than once annually.

(f) To purchase and maintain at Resident's cost Medicare Part A, Medicare Part B (or equivalent), one supplemental health insurance policy, such as Medicare Supplemental Insurance and Medicare Part D (or equivalent) or Medicare Advantage. Resident shall

furnish Provider evidence of all such coverages, not less than annually. All of Resident's health insurance policies, including those offered by a health maintenance organization or managed care plan, must be approved by Provider prior to the execution of the Residency Agreement which approval will be provided at Provider's sole discretion. Resident shall be responsible for paying costs of hospital care, Medicare covered nursing care, prescription drugs, prescribed therapies, physician fees and the like that are not covered by insurance. Even if approved by Provider, a managed care plan or Medicare Advantage Plan may not provide coverage equal to traditional Medicare at times making Resident financially responsible. If Resident does not maintain this insurance or does not maintain insurance coverage approved by the Provider, Provider may acquire it on behalf of Resident and charge Resident for the cost thereof. Resident agrees to reimburse Provider for the cost of such insurance. If Provider cannot purchase Medicare coverage and Medicare supplemental coverage or the equivalent for Resident as approved by Provider, Provider shall have the authority to require an adjustment in the Resident's Monthly Fee to fund the additional risk in an amount determined by Provider in its sole discretion. Resident agrees to provide Provider with written evidence that Resident has paid Medicare Part A, Part B, Part D, Medicare Supplemental Insurance, or Medicare Advantage, or equivalent insurance, premiums when due. Resident will provide such proof in accordance with procedures adopted by Provider.

(g) To maintain automobile liability insurance in the amount of at least $250,000/$500,000 and uninsured motorist insurance in the amount of $500,000 as long as Resident owns or operates a motor vehicle or such other amounts as may be approved by Provider at its sole discretion. This coverage is necessary to ensure that a Resident's assets are not depleted as a result of an uninsured claim arising from operation of a motor vehicle.

(h) Resident shall carry insurance covering damage or loss to Resident's personal belongings and personal liability insurance in the amount of at least $300,000 or such other amounts as may be approved by Provider at its sole discretion. Provider shall not be responsible for and will not assume custody of any property of Resident.

(i) For Residents who hire private duty home health care or home care assistants or workers, ensure that the assistants/workers or their employer maintain general and professional liability insurance coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate and workers compensation insurance in such amounts as are required by law.

(j) To look to their own insurance for recovery of any loss resulting from fire or other casualty. Resident releases Whitemarsh from such claims and waives any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their insurer. This release and waiver remains effective despite Resident's failure to obtain insurance or failure to maintain adequate limits of insurance. If Resident fails to obtain insurance or maintain adequate limits of insurance, Resident bears the full risk of its own loss.

(k) To provide Provider with written documentation annually that all of the required insurance coverages are in full force and effect.

(l) To abide by all of the terms of residency set forth in Paragraph VI and all other terms of this Agreement.

(m) On or before signing this Agreement, to execute and deliver a copy of a Power of Attorney for health care and financial matters, which Power of Attorney shall designate a person and an alternate person to act as Resident's representative under this Agreement. Resident must promptly (1) notify Provider of any changes to the Power of Attorney, and (2) deliver to Provider a copy of the updated Power of Attorney.

X. TRANSFER OF RESIDENT TO ANOTHER INSTITUTION

(a) It is possible that Resident may need specialized care which is beyond the capability of Whitemarsh. Such care would be needed if:

(1) Resident has been infected with a dangerous and contagious disease, care for which is not typically provided by a skilled nursing provider in Pennsylvania and for which Whitemarsh is not licensed to provide, or

(2) Resident has become mentally or emotionally disturbed to the degree that Resident poses a danger to himself or herself or the health and welfare of other residents or staff, or

(3) The physical or mental condition of Resident materially changes so that he or she requires services not regularly provided by Whitemarsh.

In such cases, the Interdisciplinary Team shall consult with the Resident, the Resident's representative identified in this Agreement, and the Resident's personal physician. If the Interdisciplinary Team determines that special care is needed, management will review the Resident's needs for care with the Resident, if he or she is competent, or Resident's representative, if he or she is not competent, and arrange the transfer. All such transfers shall be subject to and in accordance with applicable statutes, rules and regulations and shall be determined in Provider's sole discretion. In the case of such transfer of Resident residing in a Residence, an assisted living residence or a skilled nursing accommodation, if the Interdisciplinary Team determines that the transfer is temporary (usually thirty (30) days or less but extendible at Provider's sole discretion), Provider shall hold Resident's Residence, assisted living residence or skilled nursing accommodation for reoccupancy by Resident. If, in the opinion of the Interdisciplinary Team, the transfer is permanent, Resident's Residence shall be available for reoccupancy by another Resident.

If the medical condition of Resident permanently transferred under this Paragraph improves to the point where Resident, in the opinion of the Interdisciplinary Team, is able to resume residing at Whitemarsh, Resident shall transfer back to the Residence, assisted living residence, or skilled nursing accommodation last resided in by Resident. If the living accommodation last resided in by Resident is occupied by a new resident, Resident shall be entitled to reside in the next available Residence, assisted living residence or skilled nursing accommodation of the type previously occupied by Resident. In the event no Residence, assisted living residence or the skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or a skilled nursing accommodation becomes available. Provided Resident

continues to pay the Monthly Fee due under this contract, Provider shall pay the cost of such comparable living arrangements. If the Residence is jointly occupied and one Resident transfers to another institution and the other Resident continues to live in the Residence, the Residence would not be vacated for purposes of this paragraph. If the Interdisciplinary Team subsequently determines, in consultation with Resident or Resident's attending physician, that Resident of a jointly occupied Residence can return to that Residence, Resident agrees to do so.

(b) In the event Resident, if he or she is competent, or, if he or she is not competent, Resident's representative disagrees with the Medical Director's opinion, such disagreement shall be submitted to Provider as provided in Paragraph XIII. If Resident is so transferred before such disagreement is resolved and, if after review in accordance with Paragraph XIII, such transfer is found to have been unnecessary, Provider shall be responsible for any additional costs incurred by Resident as a result of such transfer. Resident shall transfer back to the skilled nursing accommodation, if appropriate, or to the Resident's Residence or assisted living residence unless it has been occupied by a new resident, in which case Resident shall be entitled to reside in the next available residence of the type previously resided in by Resident. In the event no Residence, assisted living residence or skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or skilled nursing accommodation becomes available.

(c) When a Resident is permanently transferred to another facility under this Paragraph, Resident's obligation to pay the Monthly Fee ceases and Provider shall refund the Entrance Fee to the extent provided in Paragraph V. If, after Resident has received a refund of his or her Entrance Fee, Resident is able to resume occupancy, Resident shall, prior to moving back to Whitemarsh, pay Provider the amount of the Entrance Fee Refund. Upon moving back to Whitemarsh, Resident shall be responsible for the Monthly Fee Resident would have paid if the transfer had not taken place.

XI. TERMINATION BY RESIDENT

(a) The words "**residency"** or "**occupancy**" are defined as the date Resident pays to Provider the amount of the Total Entrance Fee due hereunder, at which time Resident has access to all of the services made available to residents under this Agreement. Prior to residency, in the event of (i) the death of Resident, or (ii) the inability of Resident to reside in the Residence, the assisted living residence or a skilled nursing accommodation because of illness, injury or other incapacity, this Agreement shall automatically terminate and Provider will refund Resident's Entrance Fee Deposit in accordance with Paragraph V (b) (ii). In the event a second person is a party to this Agreement, Resident shall, in the event of the death or inability of the second person as provided above, have the option to leave this Agreement in force or to terminate this Agreement.

(b) After the expiration of the Rescission Period but prior to payment of the balance of the Entrance Fee, Resident may terminate this Agreement for any reason by providing written notice of termination to Provider. Such termination shall be effective upon Provider's receipt of such written notice of termination. Provider shall refund to Resident the amount of the Entrance Fee Deposit in accordance with Paragraph V (b) (iii).

(c) If Resident dies after Resident has assumed residency, Resident's Agreement is terminated and an Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(d) After Resident has assumed residency, Resident may terminate this Agreement for any reason. Resident shall give Provider Thirty (30) days advance written notice and shall pay the Monthly Fee until the later of the expiration of such Thirty (30) day period or the date the Residence was vacated and cleared of all of Resident's personal property and made available for re-occupancy by Provider. Such termination shall be effective Thirty (30) days after Provider receives such written notice of termination. An Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(e) If, after becoming Residents, joint Residents of a single Residence decide to live separately, the Residents could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:

(1) Both Residents request continued residence at Whitemarsh, with one continuing to reside in the Residence and one moving to another Residence. In such case, the Resident residing in the new Residence shall sign a new Residency Agreement. The Resident residing in the new Residence will pay the then applicable Residential Component of the Entrance Fee for the Residence selected. Both Residents will pay the then applicable First Person Monthly Fee for the Residences they reside in.

(2) One Resident decides to leave. In such case, the remaining Resident will pay the then applicable First Person Monthly Fee. The terminating Resident shall provide written notice of the termination to Provider. Resident may be entitled to a refund of part of the Life Care Component of the Entrance Fee in accordance with Paragraph V (b) (v).

(3) Both Residents decide to leave. In such case, the terminating Residents shall provide Thirty (30) days written notice of the termination to Provider and shall pay the Monthly Fee until the later of the date the termination is effective or the date the Residence was vacated and cleared of all of Resident's personal property and available for reoccupancy by Provider. Termination shall be effective Thirty (30) days after Provider receives such written notice of termination. Residents may be entitled to a refund in accordance with Paragraph V (b) (iv).

(f) In the event that a Resident asks to move to a different Residence and Provider approves such move, such move shall not terminate the Residency Agreement, but Resident or Residents shall execute an amendment to the Agreement and pay the then applicable Monthly Fee and Second Person Monthly Fee for the newly occupied Residence and shall pay the difference between the Residential Component of the Entrance Fee paid and the then applicable Residential Component of the Entrance Fee for the newly occupied Residence, if higher. Any additional Entrance Fee paid, or prior entrance fees received from Resident, shall not be considered receipt of a Total Entrance Fee from a new resident for the purposes of Section V(b)(iv). If lower, Resident will be entitled to a refund of the difference between the refundable portion of the Residential Component of the Entrance Fee paid and the then applicable refundable portion of the Residential Component of the

Entrance Fee for the newly occupied Residence. Resident agrees to pay the cost of refurbishing the vacated Residence for resale.

(g) In the event Resident terminates this Agreement and moves out of Whitemarsh and then, before Provider refunds Resident's Entrance Fee, Resident decides to move back in, Resident may do so by paying all unpaid amounts, if any, due Provider at the time Resident terminated the Agreement, plus the Monthly Fee for all months beginning with the month following the effective termination date and ending on the date Resident moves back in, plus accrued interest computed at the prime rate noted in the Wall Street Journal, calculated for each month or a portion thereof, compounded monthly. In the event Resident terminates this Agreement and receives a refund of the Entrance Fee and then wishes to move back to Whitemarsh, former Resident must reapply for admission under the same procedures as any new person seeking admission.

XII. TERMINATION BY PROVIDER

(a) Provider may, upon notice and opportunity to cure as hereinafter provided, revoke Resident's right to reside at Whitemarsh and terminate this Agreement upon the occurrence of any of the following events ("**Default**"):

(1) Failure of Resident to pay the unpaid balance of the Entrance Fee when due unless the due date is extended in writing by Provider as provided for in Section V(a)(iii).

(2) Resident has intentionally mismanaged assets needed to pay the balance of the Entrance Fee or the Monthly Fee.

(3) Failure of Resident to comply with all covenants and agreements of Resident contained in this Agreement or a material breach of any representation made by Resident in this Agreement or in Resident's Confidential Data Applications.

(4) For a good faith determination set forth in writing and signed by the Medical Director and the administrator of the facility that the resident is a danger to himself or others.

(5) Resident has materially misrepresented or omitted information in his/her application supplied to the Community. Provider shall have the right to require a physical examination of Resident by the Medical Director or his/her designee and to otherwise independently verify the information supplied to the Community.

(b) In the event of a Default by Resident, Provider shall give Resident notice in writing of such Default and Resident shall have Sixty (60) days thereafter within which to correct such Default with the exception of Paragraph XII (a)(4) above, in which case only reasonable notice under the circumstances will be provided or Paragraph XII (a)(5) above, in which case the Agreement shall terminate in Sixty (60) days. If Resident corrects such Default within such time, this Agreement shall not be terminated. If Resident fails to correct such Default within such time, this Agreement shall terminate at the expiration of such Sixty (60) days and an Entrance Fee Refund, if any, will be made in accordance with Paragraph V. If Resident's Agreement is terminated, Resident leaves Whitemarsh and Resident

subsequently cures the reason for termination, former Resident may be accepted for residency upon compliance with the provisions set forth in Paragraph XI (g).

XIII. DISPUTES

It is possible that disputes will arise regarding any of the matters listed below.

(a) Resident, if Resident is competent, or, if Resident is not competent, Resident's representative or Resident's attending physician disagrees with the opinion or determination of the interdisciplinary team as to the transfer of Resident:

(i) From a Residence to Provider's assisted living accommodations or back;

(ii) From a Residence to Provider's skilled nursing accommodations or back;

(iii) From Provider's assisted living accommodations to the skilled nursing accommodations or back;

(iv) From Whitemarsh's skilled nursing accommodations to another institution or back.

Resident disputes the determination that a Default has occurred which warrants termination under Paragraph XII(b).

In such case, the matter shall be referred to the Chief Executive Officer of Whitemarsh for resolution.

(b) In reviewing the circumstances relating to any such dispute, the Chief Executive Officer will review any written policies or procedures established by Provider, and consult with (1) the Medical Director; (2) appropriate members of Whitemarsh staff; (3) Resident, if he or she is competent, or, if he or she is not competent, with Resident's representative; (4) Resident's family, if desired by Resident; (5) Resident's attending physician, if appropriate; (6) Residents Association, if appropriate; (7) such other independent physicians, nurses and other health care professionals as the Chief Executive Officer may deem under the circumstances appropriate or required by applicable law or regulation; and (8) legal counsel.

(c) After considering all relevant factors, the Chief Executive Officer shall decide the dispute and inform Resident or Resident's representative(s), in writing, of the decision. The decision of the Chief Executive Officer shall be final.

(d) This process does not preclude Resident from availing himself or herself of any other legal, statutory and/or regulatory remedies available to Resident.

XIV. MISCELLANEOUS

(a) No changes in the scope of care or services shall be valid unless Provider provides Resident with notice at least sixty (60) days prior to the effective date of the change.

(b) If any condition, restriction or other provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such condition, restriction or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable shall not be affected by it and each condition, restriction or other provision shall be valid and be enforced to the fullest extent permitted by law.

(c) Provider shall construe all the provisions of this Agreement and shall determine all disputed matters in a manner consistent with the ideals set forth in the Recitals. Neither the Board of Directors of Provider nor management shall be liable for actions taken and decisions made in good faith and without malice. Nothing in this Agreement shall limit a Resident's right to judicial review.

(d) This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

(e) This Agreement has been executed on behalf of Provider by its duly authorized agent. No officer, trustee, director, agent or employee of Provider shall have any personal liability under this Agreement to Resident for the performance or failure to perform by Provider under any circumstance. The execution of this Agreement by Resident shall constitute the valid and binding Agreement of Resident to all of its terms.

(f) No act, agreement or statement of Resident or of any individual purchasing care for Resident under any agreement to furnish care to Resident shall constitute a valid waiver of any provision of the Continuing Care Provider Registration and Disclosure Act (40 P.S. §§ 3201 – 3225) or of any regulation intended for the benefit or protection of Resident or the individual purchasing care for Resident.

(g) This Residency Agreement and all of its Exhibits and attachments constitute the entire Agreement among the parties with respect to the subject matter herein and there are no understandings of any kind except as set forth herein. Any and all prior understandings and agreements among the parties, expressed or implied, oral or in writing are superseded by the terms of this Agreement and incorporated into this Agreement.

(h) This Agreement may be amended only by a written agreement in writing signed by all of the parties to this Agreement. No course of conduct or custom shall constitute an amendment among the parties of this Agreement and any attempt to amend this Agreement orally or in writing not so approved shall be void.

XV. DISCLOSURE STATEMENT

I have been provided with a copy of the Disclosure Statement and the Residency Agreement, which set forth and explain the rights, duties and responsibilities of Provider, Provider's employees and agents, including the Medical Director, and the Resident. I received these documents prior to the date of this Agreement. I have read and understand these documents and have had an opportunity to review them with an attorney, financial advisor or other representative of my choice. My acknowledgment of receipt by my signature on the Disclosure Statement constitutes my valid and binding act.

XVI. SIGNATURES

The parties to this Agreement have signed it below and have had it witnessed on this ____ day of _____, **2025**.

Resident Name (Please Print)	Resident Name (Please Print)
Resident Signature	Resident Signature
Resident's Representative	Resident's Representative
Witness	Witness

By: _____
For Whitemarsh

EXHIBIT A

Notice of Right to Rescind

Date rescission period begins

You may rescind and terminate your Residency Agreement, without penalty or forfeiture, within 7 days of the above date. You are not required to move into Whitemarsh 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 residency agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice or letter, stating your desire to rescind to The Hill at Whitemarsh at Fox Hound Drive, Lafayette Hill, Pennsylvania 19444 not later than midnight of _____.

Pursuant to this notice, I hereby cancel my residency agreement.

Prospective Resident's Name (Please Print)	Prospective Resident's Name (Please Print)
Prospective Resident's Signature Date	Prospective Resident's Signature Date
Resident's Representative	Resident's Representative
Resident No.	

WHITEMARSH

Date Received by Provider	Receipt Acknowledged For Provider

EXHIBIT B

The Hill at Whitemarsh
Request for Optional Upgrades

Resident has asked The Hill at Whitemarsh to provide Resident with the following optional Upgrades. Resident understands that the cost of Upgrades is over and above the Total Entrance Fee and Monthly Fee. Resident agrees to pay the additional cost for Upgrades below before construction of the upgrades is commenced. Resident further understands that the amount paid for the Upgrades are not refundable at any time, even if Resident does not move into The Hill at Whitemarsh for any reason.

Description of Upgrade and Associated Costs

	Cost	
Total	$	

_____
Future Resident Signature/Date

_____
Future Resident Signature/Date

_____
Residence No.

The Hill at Whitemarsh

By: _____

EXHIBIT C

Whitemarsh
Refund Request

I/We request a refund of our entrance fee deposit being held in escrow. I/We understand that the refund of our deposit will be done according to the procedures outlined in Section XI, Termination by Resident of the Residency Agreement.

Name _____

Address _____

_____

Phone _____

Signed: _____ Witness: _____

Signed: _____ Date: _____

Date: _____

All requests for refunds should be mailed to:

The Hill at Whitemarsh
4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444

EXHIBIT D

Provider's Financial Statements

EXHIBIT E
Addendum
To Residency Agreement
Dining Plan Option

This Addendum, when executed by Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident", if more than one, each a "Resident" and collectively "Residents"), shall be incorporated by reference into the Residency Agreement executed by Community and Resident dated the ____ day of _____, ____.

Pursuant to the terms of the Residency Agreement, each Resident is entitled to receive a monthly dollar allocation as part of Resident's Monthly Fee to be applied for meals in any of the Community's dining areas. If a Resident's dining charges exceed the monthly dollar allocation, such Resident is responsible for paying all charges in excess of such monthly dollar allocation based upon the menu pricing in effect at the time of meal service (the "Dining Allowance Plan").

As of the Effective Date, Resident(s) has/have elected to opt-out of the Dining Allowance Plan and shall commence paying for the cost of all dining charges incurred in the Community's dining areas based upon the menu pricing in effect at the time of meal service and shall no longer receive any monthly dollar allocation as a meal allowance.

In consideration for opting out of the Dining Allowance Plan, Resident(s) shall receive a credit each month against his/her/their Monthly Fee as determined by the Community effective in calendar 2023 and each year thereafter, subject to the Community's right to terminate or adjust such credit and subject to such other adjustments, all as described below (the "Dining Credit"). Any Resident receiving the Dining Credit shall be considered a participant in the Dining Credit Plan (the "Dining Credit Plan").

If two Residents occupy the same Residence, it is understood that both Residents have elected to opt out of the Dining Allowance Plan and to participate in the Dining Credit Plan.

If a Resident decides that he or she no longer wishes to participate in the Dining Credit Plan and revert to the Dining Allowance Plan, such election(s) shall be made in writing on a form available from the Community and submitted to the Community at any time. Any such election shall be effective on first of the month following the month that the form has been submitted to the Community ("Termination Date") and the Resident's previous election of the Dining Credit Plan shall be null and void after the Termination Date.

The amount of the Dining Credit may be adjusted at the Community's sole discretion upon sixty (60) days prior written notice. Any adjustment to the Dining Credit shall be effective as of the same date the Monthly Fee is adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement. The Dining Credit Plan may be eliminated at the sole discretion of the Community with no less than one hundred and eighty (180) days prior written notice to the Resident(s). In the event that a Resident's Dining Credit is terminated such Resident shall automatically be enrolled in the Dining Allowance Plan upon the termination of the Resident's Dining Credit.

In the event any Resident participating in the Dining Credit Plan is admitted to the Community's skilled nursing facility, the Dining Credit Plan shall immediately terminate as to such Resident and such Resident shall no longer receive the Dining Credit effective as of the date of admission. Such Resident shall thereafter receive meals as required by law while in the Community's skilled nursing facility. If the stay in the skilled nursing facility is not covered by insurance, such Resident shall be obligated to pay the then-current Community healthcare dining fee. If two Residents occupy the Residence and have elected to participate in the Dining Credit Plan, the second Resident shall remain on the Dining Credit Plan in the event that the first Resident is admitted to the Community's skilled nursing facility. In the event the second Resident is subsequently admitted to the Community's skilled nursing facility, the second Resident shall likewise no longer receive the Dining Credit effective as of the date of admission. If the second Resident's stay in the Community's skilled nursing facility is not covered by insurance, the second Resident shall be responsible for paying the then-current Community healthcare dining fees. Each Resident who was admitted to the Community's skilled nursing facility shall automatically become a participant in the Dining Credit Plan upon discharge to the Resident's Residence or to the Community's assisted living accommodations.

Should a Resident reside in, or transfer to, the Community's assisted living accommodations, such Resident shall remain on the Dining Credit Plan and there shall be no changes in the manner in which meals are paid.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement and any previous addendum or other document related to the Dining Credit (each a "Predecessor Document") shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of _____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____ _____
Authorized Officer _____

_____
_____

EXHIBIT F
Addendum To Residency Agreement
Incentive Pricing

This Addendum, when executed by the Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident(s)") shall be incorporated by reference into the Residency Agreement executed by the Community and Resident(s) dated the ____ day of _____, ____. (the "Residency Agreement").

Resident(s) and Community hereby agree that:

1. Resident(s) have qualified medically and financially to reside at the Community.

2. Resident(s) have executed a Residency Agreement and are in good standing with respect to all payments and fees or made the deposit as required by the Residency Agreement to the Community.

3. Resident(s) have delivered evidence of health insurance coverage as required by the Residency Agreement.

4. Resident(s) have provided proof of their date of birth confirming their age as of the effective date of this Addendum as set forth in Schedule 1 to this Addendum.

Based on the average age calculation set forth in Schedule 1 to this Addendum, the Community hereby agrees to reduce the Monthly Fees set forth in Paragraph V(c)(i) of the Residency Agreement, as such Monthly Fee may be adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement, by __ % during their residency in the Community (the "Monthly Fee Discount"). The Monthly Fee Discount shall continue to apply in the event Resident(s) move to another Residence within the Community as permitted pursuant to Paragraph XI (f) of the Residency Agreement. The Monthly Fee Discount is non-transferrable.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of _____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____
Authorized Officer

_____
_____

_____
_____

SCHEDULE 1

RESIDENT AVERAGE AGE

This Schedule 1 sets forth the calculation of the average age of Resident(s) as of the date of the Addendum:

Age of First Resident _____

Age of Second Resident (if any) _____

Average Age of Resident(s) _____

The Hill
at Whitemarsh

AMORTIZED CONTRACT

Life Care Amortizing Residency Agreement

January 2026

Enter Resident Names Here.

4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444
(215) 402-8500

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Whitemarsh

Residency Agreement

Recitals:

Whitemarsh Continuing Care Retirement Community, Inc., a Pennsylvania non-profit corporation ("**Provider**"), is the owner of a life care community known as The Hill at Whitemarsh ("**Whitemarsh**" or "**Community**"), located at 4000 Fox Hound Drive in Lafayette Hill, Pennsylvania. Provider provides a continuum of care as, including lodging and health-related services, enabling resident to remain in the same community should they need to move through the care continuum. Whitemarsh includes apartment, cottage and villa living, assisted living services, skilled nursing services, and related common areas. Provider provides quality continuing care as described in this Residency Agreement ("**Agreement**") to residents at costs commensurate with the services and facilities contemplated by this Agreement. It is Provider's goal to allow residents to continue an independent life style and to provide the peace of mind associated with knowing that certain additional care is available if and when needed.

The person or persons who sign this Agreement, _____, are referred to throughout this document as "**Resident**" and this Agreement shall apply to both of them and to the survivor. The person or persons designated as Resident's Power of Attorney for health care and financial matters (more fully described in Paragraph IX (m)) is referred to as "**Resident's Representative**" under this Agreement.

Resident has decided to move to Whitemarsh to enjoy the Community and the continuing care services contemplated by this Agreement.

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

I. RESIDENT'S RIGHT OF RESCISSION

Resident has the right to rescind, cancel and terminate this Agreement provided written notice is given of the decision to rescind within seven (7) days of the date of executing this Residency Agreement (the "Rescission Period"). If you decide to rescind the Agreement, you must sign the Notice of Right to Rescind form, attached hereto as Exhibit A, enter the date and return the Notice of Right to Rescind form to Whitemarsh, 4000 Fox Hound Drive, Lafayette Hill, Pennsylvania 19444.

If you mail this document, the postmark must be no later than the last day of the Rescission Period. If you deliver this document or if you send a FAX, delivery must be made to Whitemarsh's office by the close of business on the last day of the Rescission Period. See Paragraph V (b) and Exhibit A regarding refund of Resident's Entrance Fee Deposit upon rescission.

II. OBLIGATIONS OF PROVIDER

Subject to Resident's performance of his or her duties and obligations under this Agreement, Provider agrees to provide the services described in this Agreement. Provider also agrees to make _____ which is a _____, (the "**Residence**") available to Resident for Resident's use until permanent transfer to Provider's assisted living accommodations or Provider's skilled nursing accommodations, or until termination of this Agreement in accordance with Paragraph XI or XII.

III. DESCRIPTION OF SERVICES

Provider will provide residential services to Resident at Whitemarsh as long as Resident resides at Whitemarsh as follows:

- Scheduled meals in the dining areas. Provider shall provide access to at least two meals a day in the Provider's dining areas. Residents shall receive a monthly dollar allocation for use by the Resident to pay for meals in the Provider's dining areas. The dollar amount of the allocation and terms of use are determined by the Management of the Provider and are subject to change at any time.

- Residence housekeeping service performed weekly; more frequent services are available at an extra charge.

- Laundering of flat linens performed weekly.

- Utilities for apartment and terrace residents, including heating, air conditioning, water, sewer, electricity, basic cable television services, and internet services. Utilities for cottage and villa residents, including water, sewer, electricity, basic cable television services, internet services and wiring for telephone, however cottage and villa residents will pay for their own heating and cooling and electricity charges. All Residents must contract with a telephone service provider and pay for all telephone service, and with the cable service provider and pay for any service beyond basic cable.

- Scheduled transportation to local shopping and recreational areas, doctor's offices, community facilities and places of worship as determined by the Provider.

- Maintenance of the apartment, terrace, cottage, and villa, including all Provider provided appliances, carpets and fixtures. Residence appliances will include a range, microwave, refrigerator, dishwasher, garbage disposal, washer and dryer. Provider will repaint residences as deemed necessary by Provider. Resident is responsible for the cost of repairing damage to any of Provider's property or equipment caused by Resident's misuse or neglect.

- Trash removal.

- Kitchens in each Residence.

- Call system and response to calls for emergency aid on a 24-hour per day basis.

- Activities as scheduled and planned for those Residents interested in participating. Provider will employ an Activities Director to help Residents plan and coordinate activities and special events.

- Access to and use of the common areas and facilities provided for the use and enjoyment of residents of Whitemarsh. Common areas include central dining areas, a private dining room for parties and special events, a café, lounge areas, library, business center, card playing areas, multi-purpose room, exercise center, and indoor swimming pool. Rules and regulations with respect to the use of common areas will be established by Provider from time to time and provided to Resident.

- Security, housekeeping and maintenance as determined by Provider.

- On site ATM.

- Additional storage facilities for Resident's personal belongings.

- Smoke detection and sprinklers in all areas of the building.

- Uncovered parking.

Provider will provide the following services to Residents for an additional charge which charges shall be established by Provider and are subject to change from time to time:

- Covered parking

- Additional meals (including any guest meals)

- Hair salon and barber shop

- Guest suites

- Non-emergency response calls to Residences

- Club Room

In addition to the residential services described above, certain health care services shall be provided on the following basis:

(a) Resident, at Resident's expense, will have the right to be treated by any physician of his or her choice while in an apartment, cottage, villa or assisted living residence. Upon residency at Whitemarsh, Resident, if competent, or Resident's representative, if Resident is not competent, shall designate a physician with privileges to practice at Provider, as Resident's attending physician and shall promptly notify Provider of any changes in physician.

(b) Resident shall have access to certain health care services in the Medical Suite as determined by Provider. Additional charges may apply depending on the service.

(c) Provider will designate as Medical Director, a consulting physician licensed to practice medicine in the Commonwealth of Pennsylvania.

(d) Resident shall be responsible for, over and above the Monthly Fee, the cost of Resident's physician's services, acute hospital services, home care services, home health care services, prescription drugs, durable medical equipment and prescribed therapies, and any other charges agreed to.

(e) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, assisted living services, including memory care, in Provider's assisted living accommodations. Subject to Section V(c)(iii), such services shall be provided for the same Monthly Fee Resident paid in Resident's apartment, cottage or villa, except Resident shall be responsible for the cost of medication administration and other ancillary costs as indicated in the current assisted living services fee schedule. Resident of an assisted living residence shall receive the residential services listed above plus 24-hour per day supervision and assistance with the activities of daily living ("ADL") and/or instrumental ADLs provided in accordance with a care management plan developed by Resident's physician and Provider. Resident agrees to provide Provider with access to Resident's physician in order to coordinate development of the care management plan. In the event Resident's physician is not available or the Resident does not have a physician, with the Resident's written consent the Medical Director may be designated as Resident's physician until otherwise notified.

(f) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, skilled nursing care in Provider's skilled nursing accommodations. Resident will receive those services typically provided by a skilled nursing facility in the Commonwealth of Pennsylvania as medically appropriate. Resident must have designated a physician with privileges to practice at Provider. If Resident does not have a physician access will be provided to physicians with such privileges. In the event Resident's physician is not available or Resident does not have a physician, the Medical Director will temporarily assume responsibility for their health care while receiving skilled nursing care in Provider's skilled nursing accommodations until such time as Resident's physician is available or Resident selects a physician with privileges to practice at Provider. Access will be provided to physical therapy, speech therapy, and occupational therapy by Provider at additional cost to resident unless otherwise covered by Resident's health insurance. Resident shall be responsible for the cost of two additional meals per day.

(g) Resident may utilize the services of private duty home health or home care companions in their Residence and in assisted living or skilled nursing, subject to the prior written approval of Provider. Resident is responsible for the cost of such services. All home health or home care services or workers must be provided by a Pennsylvania licensed home health care agency or home care agency approved by Provider subject to the terms of Provider's home care agreement. Any such private duty home health or home care companions must abide by all of Provider's policies. Resident releases Provider from any liability relating to the acts or omissions of any such individuals utilized by Resident.

(h) The Resident shall not be liable to a health care provider for services rendered under this Residency Agreement, in the event a health care provider seeks payment for services which

Whitemarsh agreed to furnish in consideration of the Resident's payment of entrance and monthly fees.

IV. RESIDENT PARTICIPATION

(a) Residents shall have the right to self-organize and to organize and operate a resident organization (or organizations) at Whitemarsh. Any resident group organized pursuant to this Section (the "**Residents Association**") shall have the following rights:

(1) The right to engage in group activities, including for the purpose of keeping informed of the operations of Whitemarsh;

(2) The right to use Whitemarsh's premises to conduct private meetings;

(3) The right to obtain current copies of the Disclosure Statement, Annual Report, Audit Reports and final results of any regulatory findings pertaining to the Community as a whole or any of its component facilities;

(4) The right to be represented by an individual of their choice in communications with Whitemarsh's management;

(5) The right to engage in concerted activities for their own purposes;

(6) The right, individually and severally, to obtain outside advice, consultation and services of their own choosing and at their own expense on any matter, including, but not limited to, medical, legal and financial matters; and

(7) The right to independence, dignity, individuality, privacy, choice, a home-like environment, and self-determination, including, but not limited to:

(a) A recognition of the Resident's rights, responsibilities, needs and preferences;

(b) Assurance the Resident is free to select or refuse services and accept responsibility for the consequences (including possible termination of this Agreement);

(c) Freedom to develop and maintain social ties with opportunities for meaningful interaction and involvement in Whitemarsh;

(d) Recognition of personal space and the furnishing and decorating of personal space as private;

(e) Recognition that ensuring a Resident's well-being does not violate a Resident's civil rights;

(f) Freedom of the Resident to set Resident's own schedule, have visitors and leave Whitemarsh;

(g) Acknowledge that Resident is entitled to a "bill of rights" including methods of resolving Resident complaints;

(h) Assurances that methods of preventing and responding to incidents involving injury, loss of property, abuse, neglect and exploitation will be identified and implemented; and

(i) Recognition of Resident's transfer rights.

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

(b) Provider will be available for meetings at least once each quarter of the year with Residents or their representative(s). The meetings will be for the purpose of providing a forum for free and open discussion of any point either wishes to discuss. The Residents Association may request that a senior manager or other representative of the Provider be present at a meeting. Residents will be given at least two (2) weeks' notice of each such meeting.

(c) If Resident has a grievance or a dispute having general application to other residents of Whitemarsh, Resident has the right to present the grievance or dispute to the Residents Association. If, in the judgment of the Residents Association, the grievance or dispute has merit, the president of the Residents Association will discuss the matter with the Chief Executive Officer within thirty (30) days. The Chief Executive Officer shall consider the disputed matter and resolve it within thirty (30) days. The decision of the Chief Executive Officer shall be final. This process does not preclude the Resident from availing Resident of any other legal, statutory and/or regulatory remedies available to Resident.

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

If Resident moves to Provider's assisted living or skilled nursing accommodations, Resident may be entitled under Commonwealth of Pennsylvania and/or federal law and regulation to different/additional rights establishing Resident's rights and remedies as well as procedures for bringing forward resident grievances and complaints, the terms of which are available to Resident upon request and shall be provided to Resident by Provider upon any transfer or move to assisted living or skilled nursing.

V. FEES AND ENTRANCE FEE REFUNDS

For the right to use a Residence at Whitemarsh, and to receive the services described in this Agreement, Resident agrees to pay to Provider the following fees, which are due and payable as described below.

(a) **Entrance Fee.**

(i) Amount--The Entrance Fee for the Residence selected shall be as follows:

	First Person	Second Person	Total
Residential Component	**$**	**NA**	**$**
Life Care Component	**$ 61,500**	**$ 61,500**	**$123,000**
Total Entrance Fee	**$**	**$ 61,500**	**$**

If this Agreement is signed by two persons and one person dies or terminates this Agreement, such person shall be the "**Second Person**". The other person shall be the "**First Person**".

Entrance Fee Deposit --The Total Entrance Fee Deposit shall equal Five Percent (5%) of the Total Entrance Fee, or $_____, and is due upon signing this Agreement. This Entrance Fee Deposit shall be made by Resident's check made payable to Whitemarsh, receipt of such Five Percent (5%) Deposit is hereby acknowledged by Provider.

(ii) Balance of Entrance Fee --The balance of The Total Entrance Fee or $ _____ is to be paid on **_____, 2026**, unless this time is extended in writing by Provider. Provider will accept only cash via a wire transfer or a cashier's check as payment. Provider will not accept personal checks, securities, goods, services or any other form of payment.

(iii) Interest on Total Entrance Fee Deposit -- There is no interest paid on entrance fee deposits.

(b) **Refunds.**

(i) Entrance Fee Deposit Refund--If Resident rescinds this Agreement in accordance with Paragraph I, Provider shall return the Resident's Entrance Fee Deposit within thirty (30) days of receipt of Resident's Notice of Right to Rescind form.

(ii) If, after the Rescission Period but prior to occupying a Residence at Whitemarsh by paying the balance of the Entrance Fee (see Paragraph XI (a)), Resident dies or is unable to reside in a Residence or in the assisted living or skilled nursing accommodations because of illness, injury or other incapacity, Provider shall return Resident's Entrance Fee Deposit less costs for nonrefundable amenities set forth in Exhibit B which have been incurred by Provider, if any. Such refund shall be made within thirty (30) days following written notice of such event from or on behalf of

Resident or Resident's estate. The refund will be paid to Resident in writing, as directed by Resident or to Resident's estate.

(iii) If this Agreement is terminated for any other reason after the expiration of the Rescission Period but before paying the balance of the Entrance Fee, Provider shall refund Resident's Entrance Fee Deposit less costs for nonrefundable amenities set forth on Exhibit B which have been incurred by Provider, if any, and less 5% of the Entrance Fee Deposit, or $2,500, whichever is greater. Such refund shall be made solely upon Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy. The refund shall be further reduced by any other amounts due Provider. The refund will be paid to Resident, as directed by Resident or to Resident's estate in writing, within thirty (30) days of Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy.

(iv) If this Agreement is terminated after paying the balance of the Entrance Fee by reason of the death of the Resident or for any other reason after occupancy, a refund shall be due to Resident or Resident's estate. The refund shall be paid within thirty (30) days of Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa the Resident occupied or was to occupy. In the event another Resident chooses to relocate to the specific apartment, cottage or villa the Resident occupied or was to occupy from their current residence at the Provider, as permitted under Section XI (g), the refund shall be paid upon Provider's receipt of the Total Entrance Fee from a new resident for the specific apartment, cottage or villa the other Resident had previously occupied. In the event the Resident has transferred to assisted living or skilled nursing prior to the termination and the Provider has already received the Total Entrance Fee from a new resident for the specific apartment, cottage or villa Resident occupied or was to occupy at the time the Agreement is terminated, then the refund shall be paid within one hundred and twenty (120) days of Provider's receipt of written notice of termination from Resident or Resident's estate. The amount of the refund shall equal the Total Entrance Fee less (a) Ten Percent (10%) of the Total Entrance Fee and (b) Two Percent (2%) of the Total Entrance Fee for each of the next Forty-Five (45) months of occupancy. The amount of the refund will be further reduced by (a) amounts due for unpaid Monthly Fees and accrued interest; (b) any reduction in monthly fees agreed to by Provider pursuant to Paragraph VIII (b); (c) costs specifically incurred at the request of Resident; (d) the cost of refurbishing Resident's Residence for re-occupancy as defined in Paragraph V (b) (vii) below; and (e) any other amounts due Provider including any costs and out-of-pocket expenses incurred by Provider to enforce the terms of this Agreement.

(v) If two persons signed the Agreement and one elects to terminate this Agreement, the refund amounts will be calculated using only the Second Person Life Care Component of the Entrance Fee since there is no Residential Component applicable to the Second Person.

(vi) If two Residents of separate Residences decide to jointly reside in one of the previously occupied Residences, Provider shall refund a portion of the Residential Component of the Entrance Fee for the Residence vacated as set forth in Paragraph XI (g) to the Resident vacating that Residence. Provider shall make such refund upon Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa vacated by Resident. Provider shall make the refund to Resident or, if applicable, Resident's estate. No portion of the Life Care Component of the Entrance Fee will be refunded upon joint residency.

(vii) The cost of refurbishing shall include (a) replacing or repairing damaged appliances, fixtures, walls, ceilings, floor coverings, cabinets, counter tops, windows, doors, lights and locks exclusive of wear and tear; (b) removing wall coverings installed at the request of Resident; (c) repainting rooms painted at the request of Resident with nonstandard paint; (d) replacing nonstandard floor coverings installed at the request of Resident; (e) removing and restoring any other alternations or changes to the Residence made at the request of the Resident; (f) making any and all repairs required to restore a Residence affected by smoking; and (g) making any and all repairs required to restore a Residence affected by the presence of a pet. The cost of refurbishment shall not include the cost of repainting walls painted with standard paint, the cost of replacing standard carpet, the cost of replacing standard appliances or other cleaning or repair needed due to normal use.

(viii) In the event Resident is entitled to a refund of the Total Entrance Fee, such refund shall only be payable to Resident or Resident's estate.

(c) **Monthly Fee.**

(i) Amount--The First Person Monthly Fee for Resident's Residence is $_____ ("**First Person Monthly Fee**"). If two persons reside in this Residence, Residents will pay an additional **Second Person Monthly Fee**. The Monthly Fee for the Second Person is $ _____. Resident shall pay the Monthly Fee beginning on the date Resident pays the balance of the Entrance Fee as set forth in Paragraph V(a)(iii), unless this time is extended in writing by Provider and continuing until this Agreement is terminated and the Residence has been completely vacated by Resident subject to the provisions of Section VI (j). If the Residency Agreement is signed by two persons and one person dies or terminates the agreement, such person shall be considered the Second Person and the remaining Resident shall be considered the First Person for the purposes of this Agreement and the payment of Monthly Fees. Provider will accept only cash via ACH transfer or a check as payment. Provider will not accept securities, goods, services, or any other form of payment. The Monthly Fee shall be billed in advance to Resident at the beginning of each month and is due by the Fifteenth (15th) day of the month.

(ii) Increases in Monthly Fee--—Except as otherwise set forth in this Agreement, Monthly Fees shall not increase due to a change in the level of services provided, except the Monthly Fee charged to all Residents shall be subject to periodic increases as determined by the Management of Provider. Provider shall provide Resident with Sixty (60) days' notice of any change in Monthly Fees. Such notice

shall set forth the effective date of the new Monthly Fee and the amount of the change. Provider intends to increase the Monthly Fee if Provider deems such increase is necessary to meet the financial needs of operating Whitemarsh or to provide services to Residents. Provider reserves the right to increase Monthly Fees more often than once each year if Provider deems such increase is necessary to meet its obligations.

(iii) A change of residence of one or both Residents to assisted living or skilled nursing accommodations shall not change the First Person or Second Person Monthly Fee unless both Residents relocate to assisted living and request separate assisted living units. If both Residents relocate to assisted living, they will be offered accommodations to occupy the same unit at the same monthly fee. Should Residents request separate assisted living units, an additional monthly fee shall be incurred and documented in an addendum to this Agreement. This Section V(c)(iii) shall satisfy Provider's Monthly Fee increase notice required by Section V(c)(ii) and Resident shall receive no separate notice.

(iv) Other Charges--Resident may voluntarily select optional services, such as guest meals, extra meals, or other optional services. The charges for such optional services shall be published and shall be the same for all Residents. The charge for optional services shall be billed to Resident at the end of each month and are payable by Resident by the Fifteenth (15th) day of the following month. Such right to select optional services may be restricted by Provider if Resident is in default of payment of Monthly Fees or Other Charges unless Provider has approved the incurrence of Other Charges in advance.

(v) Monthly Fee If One Resident of a Jointly Occupied Residence Dies or Terminates This Agreement in Accordance With Paragraph XI or Provider Terminates This Agreement in Accordance With Paragraph XII--If one Resident of a jointly occupied Residence dies or terminates this Agreement, the surviving (or remaining) Resident shall continue to pay the First Person Monthly Fee. Payment of the Second Person Monthly Fee shall terminate upon the date of death or termination.

(vi) Late payment charge--Resident is expected to make payment of the Monthly Fee and Other Charges when due. Resident is encouraged to make arrangements with Provider if Resident will be unable to make payments when due. Although Resident shall have no right to delay payment without Provider's prior written consent, if any amount due is not paid when due, Resident shall pay on demand a late fee at the rate of Twelve Percent (12%) per annum and such fees and late fees may be charged against the refundable portion of Resident's Entrance Fee.

(vii) If Resident is unable to pay fees when due, Resident shall discuss the circumstances with Provider. If Provider, in its sole discretion, agrees to reduce the fees of Resident as provided for in Section VIII of this Agreement, Provider shall charge the amount of unpaid fees, plus interest at the prime rate as noted in the Wall Street Journal calculated as of the last day of the prior month, against the refundable portion of Resident's Entrance Fee, if available, or seek repayment from Resident or Resident's estate upon the termination of the Agreement.

(viii) The Monthly Fee shall not be reduced when Resident is absent from Whitemarsh for an extended period except for an adjustment established by Provider at its sole discretion for the cost of meals not eaten during the absence, the amount of which may be changed by Provider at any time.

VI. TERMS OF RESIDENCY

(a) Resident's right to reside at Whitemarsh shall exist and continue during Resident's lifetime unless rescinded in accordance with Paragraph I or terminated as provided for in Paragraph XI or XII. It is expressly understood and agreed by the parties signing this Agreement that this Agreement grants Resident a right to reside in and use space at Whitemarsh, subject to the terms of this Agreement, and it is understood that this Agreement is not a lease or easement and does not transfer or grant to Resident any interest in real property, including the Residence, owned by Provider. Rights of Resident under this Agreement are not assignable and no rights or benefits set forth in this Agreement shall inure to the use or benefit of the heirs, legatees, assignees or representatives of Resident, unless expressly provided in this Agreement, and Resident shall have no right to assign the Residence for the use by another.

(b) Regardless of any other provisions in this Agreement, Provider may make alterations in the Residence to meet the requirements of any applicable statute, law or regulation of the federal, state or municipal government.

(c) No person other than Resident may reside in the Residence except for occasional visits or with the express written approval of Provider.

(d) Resident agrees to keep the Residence in safe and good condition free of any trash, debris or waste materials and in compliance with all fire, building and township codes and regulations and to promptly and properly dispose of all trash, garbage and other waste material.

(e) Resident agrees to use care when using any electrical, plumbing, HVAC or other equipment or appliances in the Residence and to immediately notify Provider of any necessary repairs or any harmful health or environmental conditions in the Residence.

(f) A Resident who owns a domesticated pet at the time the Resident occupies an apartment, cottage or villa shall be allowed to bring that pet to Whitemarsh provided (1) the pet does not disturb neighbors; (2) Resident disposes of the pet's waste in an appropriate manner; and (3) the pet is kept on a leash at all times when outside the apartment, cottage or villa. Only one pet belonging to a Resident is allowed in an apartment, cottage or villa at any time. Resident assumes the responsibility for the full cost of repairing any damage done to Whitemarsh facilities by the Resident's pet. Guests visiting a resident must request permission to bring a pet onto Whitemarsh property.

(g) In the event that a person who is not a party to this Agreement ("**New Person**") is accepted for residency in the Residence at a time subsequent to the date of this contract (with this acceptance to be in accordance with admission policies governing all other admissions), New Person shall sign this Residency Agreement and pay the then applicable Life Care Component of the Entrance Fee, and for each month after being accepted, the then current

Second Person Monthly Fee. Such New Person will then become a Resident for purposes of this Agreement.

(h) The Residence shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of zoning requirements or applicable law. In using the Residence, Resident further agrees not to disturb the peace and quiet enjoyment of other residents of Provider.

(i) Provider shall not be liable for, and Resident shall be liable for and pay for, all loss, liability, claims, damages or expenses, including attorney's fees and court costs, resulting from injury or death to persons and/or any damages to property, including any property of the Provider, caused by an accidental, negligent or intentional act or omission of Resident.

(j) In the event removal of Resident's property is not accomplished within Thirty (30) days after termination of the Residency Agreement by reason of death or otherwise, Provider may remove and store such furniture, possessions and property at the expense of Resident or Resident's estate, unless such date has been extended by Provider in writing. Provider shall also have the right to charge Resident or Resident's estate up to twice the First Person Monthly Fee after the expiration of the thirty (30) day period, or such time period as may have been agreed to in writing by Provider, in its sole discretion, and such charges shall constitute liquidated damages representing the Provider's reasonable out of pocket expenses for moving storing and protecting such furniture, possessions and property.

(k) Furnishings within the Residence will be provided by Resident. Furnishings provided by Resident shall not be such as to interfere with the health, safety and general welfare of other residents. Provider shall provide window treatments on all windows. Resident is responsible for the cost of purchasing and installing additional window treatments.

(l) Resident acknowledges that Whitemarsh and Provider's property, plant and equipment will be encumbered by a mortgage, the proceeds of which will be used to pay for development, construction or operation of Whitemarsh or refinancing thereof. Resident's rights under this Agreement are subordinate to all such mortgages. Resident shall not have personal liability for any such mortgage indebtedness. Resident acknowledges that Resident does not have any ownership interest in Whitemarsh

(m) Resident agrees to transfer from their Residence to an assisted living or skilled nursing accommodation when Whitemarsh's interdisciplinary team consisting of the Medical Director and other members of Whitemarsh's staff designated by Provider (the "Interdisciplinary Team") decides a transfer is necessary. A transfer would be necessary as a result of Resident's physical or mental health, the Resident posing a risk to the safety or welfare of themselves or other residents or some other condition. The same transfer rule would apply when the transfer is from assisted living to skilled nursing. If a Resident moves to an assisted living or skilled nursing accommodation and the Interdisciplinary Team determines Resident is capable of living within an apartment, cottage or villa once again, Resident agrees to assume residency in a Residence. Once a decision by the Interdisciplinary Team has been made, Resident shall have up to thirty (30) days to move to their new accommodation unless such time frame shall have been extended in writing by Provider. If a decision by the Interdisciplinary Team results in one or more Residents

moving such that the current accommodation is being vacated, the Resident(s) shall have up to thirty (30) days to vacate the current accommodation, remove all personal property and move to the new accommodation. In the event removal of Resident's property is not accomplished within thirty (30) days or such time period as may have been agreed to in writing by Provider in its sole discretion, Provider may charge fees as described in Section VI (j).

In making such decisions, the Interdisciplinary Team will consult with Resident if competent, the Resident's representative, and Resident's personal physician. Resident agrees to provide the Interdisciplinary Team with access to Resident's physician and/or Resident's medical records in connection with making such decision. The Interdisciplinary Team's decision regarding Resident's transfer to assisted living or skilled nursing accommodation, return to independent living, or change in accommodation, will be final. All decisions to transfer or change a Resident's accommodation shall be based on a current assessment of Resident's condition based on the information currently available to Provider and describe why the Resident's health care needs cannot be met at Resident's present location. In the event Resident or Resident's representatives disagree with the decision, the matter shall be referred to the Chief Executive Officer of the Provider as provided in Paragraph XIII.

(n) Provider agrees to provide a locking device on each entry to the Residences. Resident agrees that personnel of Provider may enter the Residence at reasonable hours to inspect, repair or clean the Residence. Provider will provide Resident with prior notice of the date, time and reason for any such entry. Notwithstanding the foregoing, Provider may enter the Residence at any time, without prior notice, in the event of an emergency or in the event of a breach by the Resident of the Agreement or any policy, rule or regulation implemented by the Provider. If Resident is not present when Provider enters the Residence due to an emergency, Provider shall promptly after entry notify Resident of the date and time of the entry and the reason for the entry. Resident agrees not to place any additional locking devices on entry doors, and if any such devices are placed on entry doors they will be removed.

(o) Resident agrees not to make any additions or alterations or perform any maintenance or repairs to the Residence or assisted living residence without the prior written approval of Provider, which approval will not be unreasonably withheld.

(p) If Resident is transferred pursuant to subparagraph (j) of this Paragraph, Provider shall have the right to assign the Residence for residency by others. If Resident's condition subsequently changes, pursuant to subparagraph (j) of this Paragraph Resident can resume residency in accommodations equivalent to those he or she previously occupied. Resident shall agree in writing and shall relocate to such equivalent accommodations as soon as they are available. If the Residence is jointly occupied and one Resident transfers to an assisted living or skilled nursing accommodation and the other Resident continues to reside in the Residence, the Residence would not be vacated for purposes of this paragraph.

(q) Although it is intended and expected that sufficient and appropriate skilled nursing services shall be available to Resident within the Community, should Resident require services and space is temporarily unavailable to Resident when required for those services, Provider

shall arrange for the nursing care to be provided to Resident with another appropriate skilled nursing provider. Such care will be at Provider's expense except for those items which would be at Resident's expense if Resident were in Whitemarsh's skilled nursing accommodations. Resident shall be transferred to Whitemarsh's skilled nursing accommodations as soon as appropriate space becomes available. If the Community's skilled nursing accommodations and all other area nursing providers offering the needed services are full, Provider will arrange for, and pay for, home health care services until space is available in the Community's skilled nursing accommodations or another area skilled nursing provider.

(r) Provider's obligation to provide services under this Agreement begins when Resident pays the balance of the Entrance Fee.

(s) Resident agrees not to discriminate against any staff member of Provider based on race, creed, color, national origin, religion, gender, age, marital status, veteran status, sexual preference, political affiliation, citizenship, disability, genetic information or any other classification protected by federal, state, or local laws.

(t) Resident agrees to abide by all rules and regulations relating to Whitemarsh and Resident's use and occupancy of the Community as adopted by Provider from time to time.

(u) Resident agrees to provide Provider with such updated personal financial information as Provider may reasonably request for the purpose of verifying the representations and covenants set forth in Paragraphs VII and IX of this Agreement.

VII. REPRESENTATIONS OF RESIDENT

Resident represents to Provider that:

(a) All facts stated on Resident's Confidential Data Applications are true and complete in all material respects as of the date made.

(b) Resident will not make any gift, transfer any asset listed on the Resident's Confidential Data Application or otherwise intentionally deplete his or her assets if making such gift, transfer or other action will impair Resident's ability to meet Resident's financial obligations under this Agreement.

(c) Resident shall be responsible for Resident's own funeral and burial expenses.

VIII. COVENANTS OF PROVIDER

Provider covenants and agrees that:

(a) Provider shall operate Whitemarsh in accordance and compliance with all applicable Commonwealth of Pennsylvania and federal laws and regulations relating to continuing care communities and the operation of assisted living and skilled nursing accommodations

shall be consistent with the regulations for licensing of assisted living and skilled nursing providers in the Commonwealth of Pennsylvania.

(b) It is the intent and policy of Provider not to terminate the residency of Resident solely by reason of the financial inability of Resident to pay the total Monthly Fee. If Resident has not willfully mismanaged their assets as covenanted in Section IX and establishes the facts necessary to justify the need for financial assistance as determined by Provider in its reasonable judgment, Provider shall reduce Resident's Monthly Fee to an amount that can be afforded by Resident as determined by the Provider in its sole discretion. Any such reduction in fees, plus interest at the prime rate noted in the Wall Street Journal calculated as of the last day of the prior month, shall be charged against the refundable portion of Resident's Entrance Fee. In the case where the cumulative fee reductions plus interest exceed the amount of Resident's Entrance Fee Refund, as determined in accordance with Paragraph V and such amounts cannot be paid by Resident or Resident's estate, Provider will waive some or all of Resident's accumulated Monthly Fees. At the discretion of the Provider, Resident may be required to move to the smallest available residence once Resident's monthly fee is reduced.

(c) Provider shall provide annually to Resident a copy of the annual disclosure statement, if requested. Provider will also make available to Resident, upon request, any certified financial statements of Whitemarsh.

IX. COVENANTS OF RESIDENT

Resident covenants and agrees:

(a) To comply with all reasonable operating procedures of Whitemarsh and with all rules and regulations adopted by Provider from time to time.

(b) To pay when due the Entrance Fee, Monthly Fee and other charges as provided in this Agreement.

(c) To make provision by will or otherwise for the disposition, upon termination of this Agreement, of all furniture, possessions and property of Resident located on the premises of Whitemarsh within 30 days of the date of termination. Any such furniture, possessions, and property not disposed of within Thirty (30) days after termination of this Agreement will be handled as described in Paragraph VI (j), unless such time frame is extended by Provider in writing.

(d) Not to willfully mismanage assets needed to meet Resident's financial obligations under this Agreement.

(e) To share summary personal financial information with the Provider as the Provider may reasonably request to assess the Resident's financial condition which request could be made no more than once annually.

(f) To purchase and maintain at Resident's cost Medicare Part A, Medicare Part B (or equivalent), one supplemental health insurance policy, such as Medicare Supplemental Insurance and Medicare Part D (or equivalent) or Medicare Advantage. Resident shall

furnish Provider evidence of all such coverages, not less than annually. All of Resident's health insurance policies, including those offered by a health maintenance organization or managed care plan, must be approved by Provider prior to the execution of the Residency Agreement which approval will be provided at Provider's sole discretion. Resident shall be responsible for paying costs of hospital care, Medicare covered nursing care, prescription drugs, prescribed therapies, physician fees and the like that are not covered by insurance. Even if approved by Provider, a managed care plan or Medicare Advantage Plan may not provide coverage equal to traditional Medicare at times making Resident financially responsible. If Resident does not maintain this insurance or does not maintain insurance coverage approved by the Provider, Provider may acquire it on behalf of Resident and charge Resident for the cost thereof. Resident agrees to reimburse Provider for the cost of such insurance. If Provider cannot purchase Medicare coverage and Medicare supplemental coverage or the equivalent for Resident as approved by Provider, Provider shall have the authority to require an adjustment in the Resident's Monthly Fee to fund the additional risk in an amount determined by Provider in its sole discretion. Resident agrees to provide Provider with written evidence that Resident has paid Medicare Part A, Part B, Part D, Medicare Supplemental Insurance, or Medicare Advantage, or equivalent insurance, premiums when due. Resident will provide such proof in accordance with procedures adopted by Provider.

(g) To maintain automobile liability insurance in the amount of at least $250,000/$500,000 and uninsured motorist insurance in the amount of $500,000 as long as Resident owns or operates a motor vehicle or such other amounts as may be approved by Provider at its sole discretion. This coverage is necessary to ensure that a Resident's assets are not depleted as a result of an uninsured claim arising from operation of a motor vehicle.

(h) Resident shall carry insurance covering damage or loss to Resident's personal belongings and personal liability insurance in the amount of at least $300,000 or such other amounts as may be approved by Provider at its sole discretion. Provider shall not be responsible for and will not assume custody of any property of Resident.

(i) For Residents who hire private duty home health care or home care assistants or workers, ensure that the assistants/workers or their employer maintain general and professional liability insurance coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate and workers compensation insurance in such amounts as are required by law.

(j) To look to their own insurance for recovery of any loss resulting from fire or other casualty. Resident releases Whitemarsh from such claims and waives any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their insurer. This release and waiver remains effective despite Resident's failure to obtain insurance or failure to maintain adequate limits of insurance. If Resident fails to obtain insurance or maintain adequate limits of insurance, Resident bears the full risk of its own loss.

(k) To provide Provider with written documentation annually that all of the required insurance coverages are in full force and effect.

(l) To abide by all of the terms of residency set forth in Paragraph VI and all other terms of this Agreement.

(m) On or before signing this Agreement, to execute and deliver a copy of a Power of Attorney for health care and financial matters, which Power of Attorney shall designate a person and an alternate person to act as Resident's representative under this Agreement. Resident must promptly (1) notify Provider of any changes to the Power of Attorney, and (2) deliver to Provider a copy of the updated Power of Attorney.

X. TRANSFER OF RESIDENT TO ANOTHER INSTITUTION

(a) It is possible that Resident may need specialized care which is beyond the capability of Whitemarsh. Such care would be needed if:

(1) Resident has been infected with a dangerous and contagious disease, care for which is not typically provided by a skilled nursing provider in Pennsylvania and for which Whitemarsh is not licensed to provide, or

(2) Resident has become mentally or emotionally disturbed to the degree that Resident poses a danger to himself or herself or the health and welfare of other residents or staff, or

(3) The physical or mental condition of Resident materially changes so that he or she requires services not regularly provided by Whitemarsh.

In such cases, the Interdisciplinary Team shall consult with the Resident, the Resident's representative identified in this Agreement, and the Resident's personal physician. If the Interdisciplinary Team determines that special care is needed, management will review the Resident's needs for care with the Resident, if he or she is competent, or Resident's representative, if he or she is not competent, and arrange the transfer. All such transfers shall be subject to and in accordance with applicable statutes, rules and regulations and shall be determined in Provider's sole discretion. In the case of such transfer of Resident residing in a Residence, an assisted living residence or a skilled nursing accommodation, if the Interdisciplinary Team determines that the transfer is temporary (usually thirty (30) days or less but extendible at Provider's sole discretion), Provider shall hold Resident's Residence, assisted living residence or skilled nursing accommodation for reoccupancy by Resident. If, in the opinion of the Interdisciplinary Team, the transfer is permanent, Resident's Residence shall be available for reoccupancy by another Resident.

If the medical condition of Resident permanently transferred under this Paragraph improves to the point where Resident, in the opinion of the Interdisciplinary Team, is able to resume residing at Whitemarsh, Resident shall transfer back to the Residence, assisted living residence, or skilled nursing accommodation last resided in by Resident. If the living accommodation last resided in by Resident is occupied by a new resident, Resident shall be entitled to reside in the next available Residence, assisted living residence or skilled nursing accommodation of the type previously occupied by Resident. In the event no Residence, assisted living residence or the skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or a skilled nursing accommodation becomes available. Provided Resident

continues to pay the Monthly Fee due under this contract, Provider shall pay the cost of such comparable living arrangements. If the Residence is jointly occupied and one Resident transfers to another institution and the other Resident continues to live in the Residence, the Residence would not be vacated for purposes of this paragraph. If the Interdisciplinary Team subsequently determines, in consultation with Resident or Resident's attending physician, that Resident of a jointly occupied Residence can return to that Residence, Resident agrees to do so.

(b) In the event Resident, if he or she is competent, or, if he or she is not competent, Resident's representative disagrees with the Medical Director's opinion, such disagreement shall be submitted to Provider as provided in Paragraph XIII. If Resident is so transferred before such disagreement is resolved and, if after review in accordance with Paragraph XIII, such transfer is found to have been unnecessary, Provider shall be responsible for any additional costs incurred by Resident as a result of such transfer. Resident shall transfer back to the skilled nursing accommodation, if appropriate, or to the Resident's Residence or assisted living residence unless it has been occupied by a new resident, in which case Resident shall be entitled to reside in the next available residence of the type previously resided in by Resident. In the event no Residence, assisted living residence or skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or skilled nursing accommodation becomes available.

(c) When a Resident is permanently transferred to another facility under this Paragraph, Resident's obligation to pay the Monthly Fee ceases and Provider shall refund the Entrance Fee to the extent provided in Paragraph V. If, after Resident has received a refund of his or her Entrance Fee, Resident is able to resume occupancy, Resident shall, prior to moving back to Whitemarsh, pay Provider the amount of the Entrance Fee Refund. Upon moving back to Whitemarsh, Resident shall be responsible for the Monthly Fee Resident would have paid if the transfer had not taken place.

XI. TERMINATION BY RESIDENT

(a) The words "**residency"** or "**occupancy**" are defined as the date Resident pays to Provider the amount of the Total Entrance Fee due hereunder, at which time Resident has access to all of the services made available to residents under this Agreement. Prior to residency, in the event of (i) the death of Resident, or (ii) the inability of Resident to reside in the Residence, the assisted living residence or a skilled nursing accommodation because of illness, injury or other incapacity, this Agreement shall automatically terminate and Provider will refund Resident's Entrance Fee Deposit in accordance with Paragraph V (b) (ii). In the event a second person is a party to this Agreement, Resident shall, in the event of the death or inability of the second person as provided above, have the option to leave this Agreement in force or to terminate this Agreement.

(b) After the expiration of the Rescission Period but prior to payment of the balance of the Entrance Fee, Resident may terminate this Agreement for any reason by providing written notice of termination to Provider. Such termination shall be effective upon Provider's receipt of such written notice of termination. Provider shall refund to Resident the amount of the Entrance Fee Deposit in accordance with Paragraph V (b) (iii).

(c) If Resident dies after Resident has assumed residency, Resident's Agreement is terminated and an Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(d) After Resident has assumed residency, Resident may terminate this Agreement for any reason. Resident shall give Provider Thirty (30) days advance written notice and shall pay the Monthly Fee until the later of the expiration of such Thirty (30) day period or the date the Residence was vacated and cleared of all of Resident's personal property and made available for re-occupancy by Provider. Such termination shall be effective Thirty (30) days after Provider receives such written notice of termination. An Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(e) If, after becoming Residents, joint Residents of a single Residence decide to live separately, the Residents could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:

(1) Both Residents request continued residence at Whitemarsh, with one continuing to reside in the Residence and one moving to another Residence. In such case, the Resident residing in the new Residence shall sign a new Residency Agreement. The Resident residing in the new Residence will pay the then applicable Residential Component of the Entrance Fee for the Residence selected. Both Residents will pay the then applicable First Person Monthly Fee for the Residences they reside in.

(2) One Resident decides to leave. In such case, the remaining Resident will pay the then applicable First Person Monthly Fee. The terminating Resident shall provide written notice of the termination to Provider. Resident may be entitled to a refund of part of the Life Care Component of the Entrance Fee in accordance with Paragraph V (b) (v).

(3) Both Residents decide to leave. In such case, the terminating Residents shall provide Thirty (30) days written notice of the termination to Provider and shall pay the Monthly Fee until the later of the date the termination is effective or the date the Residence was vacated and cleared of all of Resident's personal property and available for reoccupancy by Provider. Termination shall be effective Thirty (30) days after Provider receives such written notice of termination. Residents may be entitled to a refund in accordance with Paragraph V (b) (iv).

(f) In the event that a Resident asks to move to a different Residence and Provider approves such move, such move shall not terminate the Residency Agreement, but Resident or Residents shall execute an amendment to the Agreement and pay the then applicable Monthly Fee and Second Person Monthly Fee for the newly occupied Residence and shall pay the difference between the Residential Component of the Entrance Fee paid and the then applicable Residential Component of the Entrance Fee for the newly occupied Residence, if higher. Any additional Entrance Fee paid, or prior entrance fees received from Resident, shall not be considered receipt of a Total Entrance Fee from a new resident for the purposes of Section V(b)(iv). If lower, Resident will be entitled to a refund of the difference between the refundable portion of the Residential Component of the Entrance Fee paid and the then applicable refundable portion of the Residential Component of the

Entrance Fee for the newly occupied Residence. Resident agrees to pay the cost of refurbishing the vacated Residence for resale.

(g) In the event Resident terminates this Agreement and moves out of Whitemarsh and then, before Provider refunds Resident's Entrance Fee, Resident decides to move back in, Resident may do so by paying all unpaid amounts, if any, due Provider at the time Resident terminated the Agreement, plus the Monthly Fee for all months beginning with the month following the effective termination date and ending on the date Resident moves back in, plus accrued interest computed at the prime rate noted in the Wall Street Journal, calculated for each month or a portion thereof, compounded monthly. In the event Resident terminates this Agreement and receives a refund of the Entrance Fee and then wishes to move back to Whitemarsh, former Resident must reapply for admission under the same procedures as any new person seeking admission.

XII. TERMINATION BY PROVIDER

(a) Provider may, upon notice and opportunity to cure as hereinafter provided, revoke Resident's right to reside at Whitemarsh and terminate this Agreement upon the occurrence of any of the following events ("**Default**"):

(1) Failure of Resident to pay the unpaid balance of the Entrance Fee when due unless the due date is extended in writing by Provider as provided for in Section V(a)(iii).

(2) Resident has intentionally mismanaged assets needed to pay the balance of the Entrance Fee or the Monthly Fee.

(3) Failure of Resident to comply with all covenants and agreements of Resident contained in this Agreement or a material breach of any representation made by Resident in this Agreement or in Resident's Confidential Data Applications.

(4) For a good faith determination set forth in writing and signed by the Medical Director and the administrator of the facility that the resident is a danger to himself or others.

(5) Resident has materially misrepresented or omitted information in his/her application supplied to the Community. Provider shall have the right to require a physical examination of Resident by the Medical Director or his/her designee and to otherwise independently verify the information supplied to the Community.

(b) In the event of a Default by Resident, Provider shall give Resident notice in writing of such Default and Resident shall have Sixty (60) days thereafter within which to correct such Default with the exception of Paragraph XII (a)(4) above, in which case only reasonable notice under the circumstances will be provided or Paragraph XII (a)(5) above, in which case the Agreement shall terminate in Sixty (60) days. If Resident corrects such Default within such time, this Agreement shall not be terminated. If Resident fails to correct such Default within such time, this Agreement shall terminate at the expiration of such Sixty (60) days and an Entrance Fee Refund, if any, will be made in accordance with Paragraph V. If Resident's Agreement is terminated, Resident leaves Whitemarsh and Resident

subsequently cures the reason for termination, former Resident may be accepted for residency upon compliance with the provisions set forth in Paragraph XI (g).

XIII. DISPUTES

It is possible that disputes will arise regarding any of the matters listed below.

(a) Resident, if Resident is competent, or, if Resident is not competent, Resident's representative or Resident's attending physician disagrees with the opinion or determination of the interdisciplinary team as to the transfer of Resident:

(i) From a Residence to Provider's assisted living accommodations or back;

(ii) From a Residence to Provider's skilled nursing accommodations or back;

(iii) From Provider's assisted living accommodations to the skilled nursing accommodations or back;

(iv) From Whitemarsh's skilled nursing accommodations to another institution or back.

Resident disputes the determination that a Default has occurred which warrants termination under Paragraph XII(b).

In such case, the matter shall be referred to the Chief Executive Officer of Whitemarsh for resolution.

(b) In reviewing the circumstances relating to any such dispute, the Chief Executive Officer will review any written policies or procedures established by Provider, and consult with (1) the Medical Director; (2) appropriate members of Whitemarsh staff; (3) Resident, if he or she is competent, or, if he or she is not competent, with Resident's representative; (4) Resident's family, if desired by Resident; (5) Resident's attending physician, if appropriate; (6) Residents Association, if appropriate; (7) such other independent physicians, nurses and other health care professionals as the Chief Executive Officer may deem under the circumstances appropriate or required by applicable law or regulation; and (8) legal counsel.

(c) After considering all relevant factors, the Chief Executive Officer shall decide the dispute and inform Resident or Resident's representative(s), in writing, of the decision. The decision of the Chief Executive Officer shall be final.

(d) This process does not preclude Resident from availing himself or herself of any other legal, statutory and/or regulatory remedies available to Resident.

XIV. MISCELLANEOUS

(a) No changes in the scope of care or services shall be valid unless Provider provides Resident with notice at least sixty (60) days prior to the effective date of the change.

(b) If any condition, restriction or other provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such condition, restriction or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable shall not be affected by it and each condition, restriction or other provision shall be valid and be enforced to the fullest extent permitted by law.

(c) Provider shall construe all the provisions of this Agreement and shall determine all disputed matters in a manner consistent with the ideals set forth in the Recitals. Neither the Board of Directors of Provider nor management shall be liable for actions taken and decisions made in good faith and without malice. Nothing in this Agreement shall limit a Resident's right to judicial review.

(d) This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

(e) This Agreement has been executed on behalf of Provider by its duly authorized agent. No officer, trustee, director, agent or employee of Provider shall have any personal liability under this Agreement to Resident for the performance or failure to perform by Provider under any circumstance. The execution of this Agreement by Resident shall constitute the valid and binding Agreement of Resident to all of its terms.

(f) No act, agreement or statement of Resident or of any individual purchasing care for Resident under any agreement to furnish care to Resident shall constitute a valid waiver of any provision of the Continuing Care Provider Registration and Disclosure Act (40 P.S. §§ 3201 – 3225) or of any regulation intended for the benefit or protection of Resident or the individual purchasing care for Resident.

(g) This Residency Agreement and all of its Exhibits and attachments constitute the entire Agreement among the parties with respect to the subject matter herein and there are no understandings of any kind except as set forth herein. Any and all prior understandings and agreements among the parties, expressed or implied, oral or in writing are superseded by the terms of this Agreement and incorporated into this Agreement.

(h) This Agreement may be amended only by a written agreement in writing signed by all of the parties to this Agreement. No course of conduct or custom shall constitute an amendment among the parties of this Agreement and any attempt to amend this Agreement orally or in writing not so approved shall be void.

XV. DISCLOSURE STATEMENT

I have been provided with a copy of the Disclosure Statement and the Residency Agreement, which set forth and explain the rights, duties and responsibilities of Provider, Provider's employees and agents, including the Medical Director, and the Resident. I received these documents prior to the date of this Agreement. I have read and understand these documents and have had an opportunity to review them with an attorney, financial advisor or other representative of my choice. My acknowledgment of receipt by my signature on the Disclosure Statement constitutes my valid and binding act.

XVI. SIGNATURES

The parties to this Agreement have signed it below and have had it witnessed on this ____ day of _____, **2026**.

Resident Name (Please Print)	Resident Name (Please Print)
Resident Signature	Resident Signature
Resident's Representative	Resident's Representative
Witness	Witness

By: _____
For Whitemarsh

EXHIBIT A

Notice of Right to Rescind

Date rescission period begins

You may rescind and terminate your Residency Agreement, without penalty or forfeiture, within 7 days of the above date. You are not required to move into Whitemarsh 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 residency agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice or letter, stating your desire to rescind to The Hill at Whitemarsh at Fox Hound Drive, Lafayette Hill, Pennsylvania 19444 not later than midnight of _____.

Pursuant to this notice, I hereby cancel my residency agreement.

Prospective Resident's Name (Please Print)	Prospective Resident's Name (Please Print)
Prospective Resident's Signature Date	Prospective Resident's Signature Date
Resident's Representative	Resident's Representative
Resident No.	

WHITEMARSH

Date Received by Provider	Receipt Acknowledged For Provider

EXHIBIT B

The Hill at Whitemarsh
Request for Optional Upgrades

Resident has asked The Hill at Whitemarsh to provide Resident with the following optional Upgrades. Resident understands that the cost of Upgrades is over and above the Total Entrance Fee and Monthly Fee. Resident agrees to pay the additional cost for Upgrades below before construction of the upgrades is commenced. Resident further understands that the amount paid for the Upgrades are not refundable at any time, even if Resident does not move into The Hill at Whitemarsh for any reason.

Description of Upgrade and Associated Costs

	Cost	
Total	$	

_____
Future Resident Signature/Date

_____
Future Resident Signature/Date

_____
Residence No.

The Hill at Whitemarsh

By: _____

EXHIBIT C

Whitemarsh
Refund Request

I/We request a refund of our entrance fee deposit being held in escrow. I/We understand that the refund of our deposit will be done according to the procedures outlined in Section XI, Termination by Resident of the Residency Agreement.

Name _____

Address _____

_____

Phone _____

Signed: _____ Witness: _____

Signed: _____ Date: _____

Date: _____

All requests for refunds should be mailed to:

The Hill at Whitemarsh
4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444

EXHIBIT D

Provider's Financial Statements

EXHIBIT E
Addendum
To Residency Agreement
Dining Plan Option

This Addendum, when executed by Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident", if more than one, each a "Resident" and collectively "Residents"), shall be incorporated by reference into the Residency Agreement executed by Community and Resident dated the ____ day of _____, ____.

Pursuant to the terms of the Residency Agreement, each Resident is entitled to receive a monthly dollar allocation as part of Resident's Monthly Fee to be applied for meals in any of the Community's dining areas. If a Resident's dining charges exceed the monthly dollar allocation, such Resident is responsible for paying all charges in excess of such monthly dollar allocation based upon the menu pricing in effect at the time of meal service (the "Dining Allowance Plan").

As of the Effective Date, Resident(s) has/have elected to opt-out of the Dining Allowance Plan and shall commence paying for the cost of all dining charges incurred in the Community's dining areas based upon the menu pricing in effect at the time of meal service and shall no longer receive any monthly dollar allocation as a meal allowance.

In consideration for opting out of the Dining Allowance Plan, Resident(s) shall receive a credit each month against his/her/their Monthly Fee as determined by the Community effective in calendar 2023 and each year thereafter, subject to the Community's right to terminate or adjust such credit and subject to such other adjustments, all as described below (the "Dining Credit"). Any Resident receiving the Dining Credit shall be considered a participant in the Dining Credit Plan (the "Dining Credit Plan").

If two Residents occupy the same Residence, it is understood that both Residents have elected to opt out of the Dining Allowance Plan and to participate in the Dining Credit Plan.

If a Resident decides that he or she no longer wishes to participate in the Dining Credit Plan and revert to the Dining Allowance Plan, such election(s) shall be made in writing on a form available from the Community and submitted to the Community at any time. Any such election shall be effective on first of the month following the month that the form has been submitted to the Community ("Termination Date") and the Resident's previous election of the Dining Credit Plan shall be null and void after the Termination Date.

The amount of the Dining Credit may be adjusted at the Community's sole discretion upon sixty (60) days prior written notice. Any adjustment to the Dining Credit shall be effective as of the same date the Monthly Fee is adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement. The Dining Credit Plan may be eliminated at the sole discretion of the Community with no less than one hundred and eighty (180) days prior written notice to the Resident(s). In the event that a Resident's Dining Credit is terminated such Resident shall automatically be enrolled in the Dining Allowance Plan upon the termination of the Resident's Dining Credit.

In the event any Resident participating in the Dining Credit Plan is admitted to the Community's skilled nursing facility, the Dining Credit Plan shall immediately terminate as to such Resident and such Resident shall no longer receive the Dining Credit effective as of the date of admission. Such Resident shall thereafter receive meals as required by law while in the Community's skilled nursing facility. If the stay in the skilled nursing facility is not covered by insurance, such Resident shall be obligated to pay the then-current Community healthcare dining fee. If two Residents occupy the Residence and have elected to participate in the Dining Credit Plan, the second Resident shall remain on the Dining Credit Plan in the event that the first Resident is admitted to the Community's skilled nursing facility. In the event the second Resident is subsequently admitted to the Community's skilled nursing facility, the second Resident shall likewise no longer receive the Dining Credit effective as of the date of admission. If the second Resident's stay in the Community's skilled nursing facility is not covered by insurance, the second Resident shall be responsible for paying the then-current Community healthcare dining fees. Each Resident who was admitted to the Community's skilled nursing facility shall automatically become a participant in the Dining Credit Plan upon discharge to the Resident's Residence or to the Community's assisted living accommodations.

Should a Resident reside in, or transfer to, the Community's assisted living accommodations, such Resident shall remain on the Dining Credit Plan and there shall be no changes in the manner in which meals are paid.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement and any previous addendum or other document related to the Dining Credit (each a "Predecessor Document") shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of _____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____ _____
Authorized Officer _____

_____
_____

EXHIBIT F
Addendum To Residency Agreement
Incentive Pricing

This Addendum, when executed by the Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident(s)") shall be incorporated by reference into the Residency Agreement executed by the Community and Resident(s) dated the _____ day of _____, _____. (the "Residency Agreement").

Resident(s) and Community hereby agree that:

1. Resident(s) have qualified medically and financially to reside at the Community.

2. Resident(s) have executed a Residency Agreement and are in good standing with respect to all payments and fees or made the deposit as required by the Residency Agreement to the Community.

3. Resident(s) have delivered evidence of health insurance coverage as required by the Residency Agreement.

4. Resident(s) have provided proof of their date of birth confirming their age as of the effective date of this Addendum as set forth in Schedule 1 to this Addendum.

Based on the average age calculation set forth in Schedule 1 to this Addendum, the Community hereby agrees to reduce the Monthly Fees set forth in Paragraph V(c)(i) of the Residency Agreement, as such Monthly Fee may be adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement, by ___ % during their residency in the Community (the "Monthly Fee Discount"). The Monthly Fee Discount shall continue to apply in the event Resident(s) move to another Residence within the Community as permitted pursuant to Paragraph XI (f) of the Residency Agreement. The Monthly Fee Discount is non-transferrable.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of ____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____
Authorized Officer

_____
_____

_____
_____

SCHEDULE 1

RESIDENT AVERAGE AGE

This Schedule 1 sets forth the calculation of the average age of Resident(s) as of the date of the Addendum:

Age of First Resident	_____
Age of Second Resident (if any)	_____
Average Age of Resident(s)	_____



Life Care Amortizing Residency Agreement

January 2025

Enter Resident Names Here.

4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444
(215) 402-8500

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Whitemarsh

Residency Agreement

Recitals:

Whitemarsh Continuing Care Retirement Community, Inc., a Pennsylvania non-profit corporation ("**Provider**"), is the owner of a life care community known as The Hill at Whitemarsh ("**Whitemarsh**" or "**Community**"), located at 4000 Fox Hound Drive in Lafayette Hill, Pennsylvania. Provider provides a continuum of care as, including lodging and health-related services, enabling resident to remain in the same community should they need to move through the care continuum. Whitemarsh includes apartment, cottage and villa living, assisted living services, skilled nursing services, and related common areas. Provider provides quality continuing care as described in this Residency Agreement ("**Agreement**") to residents at costs commensurate with the services and facilities contemplated by this Agreement. It is Provider's goal to allow residents to continue an independent life style and to provide the peace of mind associated with knowing that certain additional care is available if and when needed.

The person or persons who sign this Agreement, _____, are referred to throughout this document as "**Resident**" and this Agreement shall apply to both of them and to the survivor. The person or persons designated as Resident's Power of Attorney for health care and financial matters (more fully described in Paragraph IX (m)) is referred to as "**Resident's Representative**" under this Agreement.

Resident has decided to move to Whitemarsh to enjoy the Community and the continuing care services contemplated by this Agreement.

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

I. RESIDENT'S RIGHT OF RESCISSION

Resident has the right to rescind, cancel and terminate this Agreement provided written notice is given of the decision to rescind within seven (7) days of the date of executing this Residency Agreement (the "Rescission Period"). If you decide to rescind the Agreement, you must sign the Notice of Right to Rescind form, attached hereto as Exhibit A, enter the date and return the Notice of Right to Rescind form to Whitemarsh, 4000 Fox Hound Drive, Lafayette Hill, Pennsylvania 19444.

If you mail this document, the postmark must be no later than the last day of the Rescission Period. If you deliver this document or if you send a FAX, delivery must be made to Whitemarsh's office by the close of business on the last day of the Rescission Period. See Paragraph V (b) and Exhibit A regarding refund of Resident's Entrance Fee Deposit upon rescission.

II. OBLIGATIONS OF PROVIDER

Subject to Resident's performance of his or her duties and obligations under this Agreement, Provider agrees to provide the services described in this Agreement. Provider also agrees to make _____ which is a _____, (the "**Residence**") available to Resident for Resident's use until permanent transfer to Provider's assisted living accommodations or Provider's skilled nursing accommodations, or until termination of this Agreement in accordance with Paragraph XI or XII.

III. DESCRIPTION OF SERVICES

Provider will provide residential services to Resident at Whitemarsh as long as Resident resides at Whitemarsh as follows:

- Scheduled meals in the dining areas. Provider shall provide access to at least two meals a day in the Provider's dining areas. Residents shall receive a monthly dollar allocation for use by the Resident to pay for meals in the Provider's dining areas. The dollar amount of the allocation and terms of use are determined by the Management of the Provider and are subject to change at any time.

- Residence housekeeping service performed weekly; more frequent services are available at an extra charge.

- Laundering of flat linens performed weekly.

- Utilities for apartment residents, including heating, air conditioning, water, sewer, electricity and basic cable television services, and wiring for telephone. Utilities for cottage and villa residents, including water, sewer, electricity, basic cable television services, internet services and wiring for telephone, however cottage and villa residents will pay for their own heating and cooling and electricity charges. All Residents must contract with either the Provider or a telephone company and pay for all telephone service, and with the cable company and pay for any service beyond basic cable.

- Scheduled transportation to local shopping and recreational areas, doctor's offices, community facilities and places of worship as determined by the Provider.

- Maintenance of the apartment, cottage, villa and assisted living residences, including all Provider provided appliances, carpets and fixtures. Residence appliances will include a range, microwave, refrigerator, dishwasher, garbage disposal, washer and dryer. Provider will repaint residences as deemed necessary by Provider. Resident is responsible for the cost of repairing damage to any of Provider's property or equipment caused by Resident's misuse or neglect.

- Trash removal.

- Kitchens in each Residence.

- Call system and response to calls for emergency aid on a 24-hour per day basis.

- Activities as scheduled and planned for those Residents interested in participating. Provider will employ an Activities Director to help Residents plan and coordinate activities and special events.

- Access to and use of the common areas and facilities provided for the use and enjoyment of residents of Whitemarsh. Common areas include central dining areas, a private dining room for parties and special events, a café, lounge areas, library, business center, card playing areas, multi-purpose room, exercise center, and indoor swimming pool. Rules and regulations with respect to the use of common areas will be established by Provider from time to time and provided to Resident.

- Security, housekeeping and maintenance as determined by Provider.

- On site ATM.

- Additional storage facilities for Resident's personal belongings.

- Smoke detection and sprinklers in all areas of the building.

- Uncovered parking.

Provider will provide the following services to Residents for an additional charge which charges shall be established by Provider and are subject to change from time to time:

- Covered parking

- Additional meals (including any guest meals)

- Hair salon and barber shop

- Guest suites

- Non-emergency response calls to Residences

- Club Room

In addition to the residential services described above, certain health care services shall be provided on the following basis:

(a) Resident, at Resident's expense, will have the right to be treated by any physician of his or her choice while in an apartment, cottage, villa or assisted living residence. Upon residency at Whitemarsh, Resident, if competent, or Resident's representative, if Resident is not competent, shall designate a physician with privileges to practice at Provider, as Resident's attending physician and shall promptly notify Provider of any changes in physician.

(b) Resident shall have access to certain health care services in the Medical Suite as determined by Provider. Additional charges may apply depending on the service.

(c) Provider will designate as Medical Director, a consulting physician licensed to practice medicine in the Commonwealth of Pennsylvania.

(d) Resident shall be responsible for, over and above the Monthly Fee, the cost of Resident's physician's services, acute hospital services, home care services, home health care services, prescription drugs, durable medical equipment and prescribed therapies, and any other charges agreed to.

(e) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, assisted living services in Provider's assisted living accommodations. Subject to Section V(c)(iii), such services shall be provided for the same Monthly Fee Resident paid in Resident's apartment, cottage or villa, except Resident shall be responsible for the cost of medication administration and other ancillary costs as indicated in the current assisted living services fee schedule. Resident of an assisted living residence shall receive the residential services listed above plus 24-hour per day supervision and assistance with the activities of daily living ("ADL") and/or instrumental ADLs provided in accordance with a care management plan developed by Resident's physician and Provider. Resident agrees to provide Provider with access to Resident's physician in order to coordinate development of the care management plan. In the event Resident's physician is not available or the Resident does not have a physician, with the Resident's written consent the Medical Director may be designated as Resident's physician until otherwise notified.

(f) Resident will receive, when medically necessary as determined in accordance with Paragraph VI, skilled nursing care in Provider's skilled nursing accommodations. Resident will receive those services typically provided by a skilled nursing facility in the Commonwealth of Pennsylvania as medically appropriate. Resident must have designated a physician with privileges to practice at Provider. If Resident does not have a physician access will be provided to physicians with such privileges. In the event Resident's physician is not available or Resident does not have a physician, the Medical Director will temporarily assume responsibility for their health care while receiving skilled nursing care in Provider's skilled nursing accommodations until such time as Resident's physician is available or Resident selects a physician with privileges to practice at Provider. Access will be provided to physical therapy, speech therapy, and occupational therapy by Provider at additional cost to resident unless otherwise covered by Resident's health insurance. Resident shall be responsible for the cost of two additional meals per day.

(g) Resident may utilize the services of private duty home health or home care companions in their Residence and in assisted living or skilled nursing, subject to the prior written approval of Provider. Resident is responsible for the cost of such services. All home health or home care services or workers must be provided by a Pennsylvania licensed home health care agency or home care agency approved by Provider subject to the terms of Provider's home care agreement. Any such private duty home health or home care companions must abide by all of Provider's policies. Resident releases Provider from any liability relating to the acts or omissions of any such individuals utilized by Resident.

(h) The Resident shall not be liable to a health care provider for services rendered under this Residency Agreement, in the event a health care provider seeks payment for services which

Whitemarsh agreed to furnish in consideration of the Resident's payment of entrance and monthly fees.

IV. RESIDENT PARTICIPATION

(a) Residents shall have the right to self-organize and to organize and operate a resident organization (or organizations) at Whitemarsh. Any resident group organized pursuant to this Section (the "**Residents Association**") shall have the following rights:

(1) The right to engage in group activities, including for the purpose of keeping informed of the operations of Whitemarsh;

(2) The right to use Whitemarsh's premises to conduct private meetings;

(3) The right to obtain current copies of the Disclosure Statement, Annual Report, Audit Reports and final results of any regulatory findings pertaining to the Community as a whole or any of its component facilities;

(4) The right to be represented by an individual of their choice in communications with Whitemarsh's management;

(5) The right to engage in concerted activities for their own purposes;

(6) The right, individually and severally, to obtain outside advice, consultation and services of their own choosing and at their own expense on any matter, including, but not limited to, medical, legal and financial matters; and

(7) The right to independence, dignity, individuality, privacy, choice, a home-like environment, and self-determination, including, but not limited to:

(a) A recognition of the Resident's rights, responsibilities, needs and preferences;

(b) Assurance the Resident is free to select or refuse services and accept responsibility for the consequences (including possible termination of this Agreement);

(c) Freedom to develop and maintain social ties with opportunities for meaningful interaction and involvement in Whitemarsh;

(d) Recognition of personal space and the furnishing and decorating of personal space as private;

(e) Recognition that ensuring a Resident's well-being does not violate a Resident's civil rights;

(f) Freedom of the Resident to set Resident's own schedule, have visitors and leave Whitemarsh;

(g) Acknowledge that Resident is entitled to a "bill of rights" including methods of resolving Resident complaints;

(h) Assurances that methods of preventing and responding to incidents involving injury, loss of property, abuse, neglect and exploitation will be identified and implemented; and

(i) Recognition of Resident's transfer rights.

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

(b) Provider will be available for meetings at least once each quarter of the year with Residents or their representative(s). The meetings will be for the purpose of providing a forum for free and open discussion of any point either wishes to discuss. The Residents Association may request that a senior manager or other representative of the Provider be present at a meeting. Residents will be given at least two (2) weeks' notice of each such meeting.

(c) If Resident has a grievance or a dispute having general application to other residents of Whitemarsh, Resident has the right to present the grievance or dispute to the Residents Association. If, in the judgment of the Residents Association, the grievance or dispute has merit, the president of the Residents Association will discuss the matter with the Chief Executive Officer within thirty (30) days. The Chief Executive Officer shall consider the disputed matter and resolve it within thirty (30) days. The decision of the Chief Executive Officer shall be final. This process does not preclude the Resident from availing Resident of any other legal, statutory and/or regulatory remedies available to Resident.

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

If Resident moves to Provider's assisted living or skilled nursing accommodations, Resident may be entitled under Commonwealth of Pennsylvania and/or federal law and regulation to different/additional rights establishing Resident's rights and remedies as well as procedures for bringing forward resident grievances and complaints, the terms of which are available to Resident upon request and shall be provided to Resident by Provider upon any transfer or move to assisted living or skilled nursing.

V. FEES AND ENTRANCE FEE REFUNDS

For the right to use a Residence at Whitemarsh, and to receive the services described in this Agreement, Resident agrees to pay to Provider the following fees, which are due and payable as described below.

(a) **Entrance Fee.**

(i) Amount--The Entrance Fee for the Residence selected shall be as follows:

	First Person	Second Person	Total
Residential Component	**$**	**NA**	**$**
Life Care Component	**$ 59,100**	**$ 59,100**	**$118,200**
Total Entrance Fee	**$**	**$ 59,100**	**$**

If this Agreement is signed by two persons and one person dies or terminates this Agreement, such person shall be the "**Second Person**". The other person shall be the "**First Person**".

Entrance Fee Deposit --The Total Entrance Fee Deposit shall equal Five Percent (5%) of the Total Entrance Fee, or $_____, and is due upon signing this Agreement. This Entrance Fee Deposit shall be made by Resident's check made payable to Whitemarsh, receipt of such Five Percent (5%) Deposit is hereby acknowledged by Provider.

(ii) Balance of Entrance Fee --The balance of The Total Entrance Fee or $ _____ is to be paid on **_____, 2025**, unless this time is extended in writing by Provider. Provider will accept only cash via a wire transfer or a cashier's check as payment. Provider will not accept personal checks, securities, goods, services or any other form of payment.

(iii) Interest on Total Entrance Fee Deposit -- There is no interest paid on entrance fee deposits.

(b) **Refunds.**

(i) Entrance Fee Deposit Refund--If Resident rescinds this Agreement in accordance with Paragraph I, Provider shall return the Resident's Entrance Fee Deposit within thirty (30) days of receipt of Resident's Notice of Right to Rescind form.

(ii) If, after the Rescission Period but prior to occupying a Residence at Whitemarsh by paying the balance of the Entrance Fee (see Paragraph XI (a)), Resident dies or is unable to reside in a Residence or in the assisted living or skilled nursing accommodations because of illness, injury or other incapacity, Provider shall return Resident's Entrance Fee Deposit plus any escrow interest accrued less costs for nonrefundable amenities set forth in Exhibit B which have been incurred by Provider, if any. Such refund shall be made within thirty (30) days following written notice of such event from or on behalf of Resident or Resident's estate. The

refund will be paid to Resident in writing, as directed by Resident or to Resident's estate.

(iii) If this Agreement is terminated for any other reason after the expiration of the Rescission Period but before paying the balance of the Entrance Fee, Provider shall refund Resident's Entrance Fee Deposit less costs for nonrefundable amenities set forth on Exhibit B which have been incurred by Provider, if any, and less 5% of the Entrance Fee Deposit, or $2,500, whichever is greater. Such refund shall be made solely upon Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy. The refund shall be further reduced by any other amounts due Provider. The refund will be paid to Resident, as directed by Resident or to Resident's estate in writing, within thirty (30) days of Provider's receipt of the then applicable Entrance Fee Deposit from another Resident for the specific apartment, cottage or villa the Resident was to occupy.

(iv) If this Agreement is terminated after paying the balance of the Entrance Fee by reason of the death of the Resident or for any other reason after occupancy, a refund shall be due to Resident or Resident's estate. The refund shall be paid within thirty (30) days of Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa the Resident occupied or was to occupy. In the event another Resident chooses to relocate to the specific apartment, cottage or villa the Resident occupied or was to occupy from their current residence at the Provider, as permitted under Section XI (g), the refund shall be paid upon Provider's receipt of the Total Entrance Fee from a new resident for the specific apartment, cottage or villa the other Resident had previously occupied. In the event the Resident has transferred to assisted living or skilled nursing prior to the termination and the Provider has already received the Total Entrance Fee from a new resident for the specific apartment, cottage or villa Resident occupied or was to occupy at the time the Agreement is terminated, then the refund shall be paid within one hundred and twenty (120) days of Provider's receipt of written notice of termination from Resident or Resident's estate. The amount of the refund shall equal the Total Entrance Fee less (a) Twenty Percent (20%) of the Total Entrance Fee and (b) Two Percent (2%) of the Total Entrance Fee for each of the next Forty (40) months of occupancy. The amount of the refund will be further reduced by (a) amounts due for unpaid Monthly Fees and accrued interest; (b) any reduction in monthly fees agreed to by Provider pursuant to Paragraph VIII (b); (c) costs specifically incurred at the request of Resident; (d) the cost of refurbishing Resident's Residence for re-occupancy as defined in Paragraph V (b) (vii) below; and (e) any other amounts due Provider including any costs and out-of-pocket expenses incurred by Provider to enforce the terms of this Agreement.

(v) If two persons signed the Agreement and one elects to terminate this Agreement, the refund amounts will be calculated using only the Second Person Life Care Component of the Entrance Fee since there is no Residential Component applicable to the Second Person.

(vi) If two Residents of separate Residences decide to jointly reside in one of the previously occupied Residences, Provider shall refund a portion of the Residential Component of the Entrance Fee for the Residence vacated as set forth in Paragraph XI (g) to the Resident vacating that Residence. Provider shall make such refund upon Provider's receipt of the Total Entrance Fee solely from a new resident for the specific apartment, cottage or villa vacated by Resident. Provider shall make the refund to Resident or, if applicable, Resident's estate. No portion of the Life Care Component of the Entrance Fee will be refunded upon joint residency.

(vii) The cost of refurbishing shall include (a) replacing or repairing damaged appliances, fixtures, walls, ceilings, floor coverings, cabinets, counter tops, windows, doors, lights and locks exclusive of wear and tear; (b) removing wall coverings installed at the request of Resident; (c) repainting rooms painted at the request of Resident with nonstandard paint; (d) replacing nonstandard floor coverings installed at the request of Resident; (e) removing and restoring any other alternations or changes to the Residence made at the request of the Resident; (f) making any and all repairs required to restore a Residence affected by smoking; and (g) making any and all repairs required to restore a Residence affected by the presence of a pet. The cost of refurbishment shall not include the cost of repainting walls painted with standard paint, the cost of replacing standard carpet, the cost of replacing standard appliances or other cleaning or repair needed due to normal use.

(viii) In the event Resident is entitled to a refund of the Total Entrance Fee, such refund shall only be payable to Resident or Resident's estate.

(c) **Monthly Fee.**

(i) Amount--The First Person Monthly Fee for Resident's Residence is $_____ ("**First Person Monthly Fee**"). If two persons reside in this Residence, Residents will pay an additional **Second Person Monthly Fee**. The Monthly Fee for the Second Person is $ _____. Resident shall pay the Monthly Fee beginning on the date Resident pays the balance of the Entrance Fee as set forth in Paragraph V(a)(iii), unless this time is extended in writing by Provider and continuing until this Agreement is terminated and the Residence has been completely vacated by Resident subject to the provisions of Section VI (j). If the Residency Agreement is signed by two persons and one person dies or terminates the agreement, such person shall be considered the Second Person and the remaining Resident shall be considered the First Person for the purposes of this Agreement and the payment of Monthly Fees. Provider will accept only cash via ACH transfer or a check as payment. Provider will not accept securities, goods, services, or any other form of payment. The Monthly Fee shall be billed in advance to Resident at the beginning of each month and is due by the Fifteenth (15th) day of the month.

(ii) Increases in Monthly Fee—Except as otherwise set forth in this Agreement, Monthly Fees shall not increase due to a change in the level of services provided, except the Monthly Fee charged to all Residents shall be subject to periodic increases as determined by the Management of Provider. Provider shall provide Resident with Sixty (60) days' notice of any change in Monthly Fees. Such notice

shall set forth the effective date of the new Monthly Fee and the amount of the change. Provider intends to increase the Monthly Fee if Provider deems such increase is necessary to meet the financial needs of operating Whitemarsh or to provide services to Residents. Provider reserves the right to increase Monthly Fees more often than once each year if Provider deems such increase is necessary to meet its obligations.

(iii) A change of residence of one or both Residents to assisted living or skilled nursing accommodations shall not change the First Person or Second Person Monthly Fee unless both Residents relocate to assisted living and request separate assisted living units. If both Residents relocate to assisted living, they will be offered accommodations to occupy the same unit at the same monthly fee. Should Residents request separate assisted living units, an additional monthly fee shall be incurred and documented in an addendum to this Agreement. This Section V(c)(iii) shall satisfy Provider's Monthly Fee increase notice required by Section V(c)(ii) and Resident shall receive no separate notice.

(iv) Other Charges--Resident may voluntarily select optional services, such as guest meals, extra meals, or other optional services. The charges for such optional services shall be published and shall be the same for all Residents. The charge for optional services shall be billed to Resident at the end of each month and are payable by Resident by the Fifteenth (15th) day of the following month. Such right to select optional services may be restricted by Provider if Resident is in default of payment of Monthly Fees or Other Charges unless Provider has approved the incurrence of Other Charges in advance.

(v) Monthly Fee If One Resident of a Jointly Occupied Residence Dies or Terminates This Agreement in Accordance With Paragraph XI or Provider Terminates This Agreement in Accordance With Paragraph XII--If one Resident of a jointly occupied Residence dies or terminates this Agreement, the surviving (or remaining) Resident shall continue to pay the First Person Monthly Fee. Payment of the Second Person Monthly Fee shall terminate upon the date of death or termination.

(vi) Late payment charge--Resident is expected to make payment of the Monthly Fee and Other Charges when due. Resident is encouraged to make arrangements with Provider if Resident will be unable to make payments when due. Although Resident shall have no right to delay payment without Provider's prior written consent, if any amount due is not paid when due, Resident shall pay on demand a late fee at the rate of Twelve Percent (12%) per annum and such fees and late fees may be charged against the refundable portion of Resident's Entrance Fee.

(vii) If Resident is unable to pay fees when due, Resident shall discuss the circumstances with Provider. If Provider, in its sole discretion, agrees to reduce the fees of Resident as provided for in Section VIII of this Agreement, Provider shall charge the amount of unpaid fees, plus interest at the prime rate as noted in the Wall Street Journal calculated as of the last day of the prior month, against the refundable portion of Resident's Entrance Fee, if available, or seek repayment from Resident or Resident's estate upon the termination of the Agreement.

(viii) The Monthly Fee shall not be reduced when Resident is absent from Whitemarsh for an extended period except for an adjustment established by Provider at its sole discretion for the cost of meals not eaten during the absence, the amount of which may be changed by Provider at any time.

VI. TERMS OF RESIDENCY

(a) Resident's right to reside at Whitemarsh shall exist and continue during Resident's lifetime unless rescinded in accordance with Paragraph I or terminated as provided for in Paragraph XI or XII. It is expressly understood and agreed by the parties signing this Agreement that this Agreement grants Resident a right to reside in and use space at Whitemarsh, subject to the terms of this Agreement, and it is understood that this Agreement is not a lease or easement and does not transfer or grant to Resident any interest in real property, including the Residence, owned by Provider. Rights of Resident under this Agreement are not assignable and no rights or benefits set forth in this Agreement shall inure to the use or benefit of the heirs, legatees, assignees or representatives of Resident, unless expressly provided in this Agreement, and Resident shall have no right to assign the Residence for the use by another.

(b) Regardless of any other provisions in this Agreement, Provider may make alterations in the Residence to meet the requirements of any applicable statute, law or regulation of the federal, state or municipal government.

(c) No person other than Resident may reside in the Residence except for occasional visits or with the express written approval of Provider.

(d) Resident agrees to keep the Residence in safe and good condition free of any trash, debris or waste materials and in compliance with all fire, building and township codes and regulations and to promptly and properly dispose of all trash, garbage and other waste material.

(e) Resident agrees to use care when using any electrical, plumbing, HVAC or other equipment or appliances in the Residence and to immediately notify Provider of any necessary repairs or any harmful health or environmental conditions in the Residence.

(f) A Resident who owns a domesticated pet at the time the Resident occupies an apartment, cottage or villa shall be allowed to bring that pet to Whitemarsh provided (1) the pet does not disturb neighbors; (2) Resident disposes of the pet's waste in an appropriate manner; and (3) the pet is kept on a leash at all times when outside the apartment, cottage or villa. Only one pet belonging to a Resident is allowed in an apartment, cottage or villa at any time. Resident assumes the responsibility for the full cost of repairing any damage done to Whitemarsh facilities by the Resident's pet. Guests visiting a resident must request permission to bring a pet onto Whitemarsh property.

(g) In the event that a person who is not a party to this Agreement ("**New Person**") is accepted for residency in the Residence at a time subsequent to the date of this contract (with this acceptance to be in accordance with admission policies governing all other admissions), New Person shall sign this Residency Agreement and pay the then applicable Life Care Component of the Entrance Fee, and for each month after being accepted, the then current

Second Person Monthly Fee. Such New Person will then become a Resident for purposes of this Agreement.

(h) The Residence shall be used only for residential purposes and shall not be used for business or professional purposes, nor in any manner in violation of zoning requirements or applicable law. In using the Residence, Resident further agrees not to disturb the peace and quiet enjoyment of other residents of Provider.

(i) Provider shall not be liable for, and Resident shall be liable for and pay for, all loss, liability, claims, damages or expenses, including attorney's fees and court costs, resulting from injury or death to persons and/or any damages to property, including any property of the Provider, caused by an accidental, negligent or intentional act or omission of Resident.

(j) In the event removal of Resident's property is not accomplished within Thirty (30) days after termination of the Residency Agreement by reason of death or otherwise, Provider may remove and store such furniture, possessions and property at the expense of Resident or Resident's estate, unless such date has been extended by Provider in writing. Provider shall also have the right to charge Resident or Resident's estate up to twice the First Person Monthly Fee after the expiration of the thirty (30) day period, or such time period as may have been agreed to in writing by Provider, in its sole discretion, and such charges shall constitute liquidated damages representing the Provider's reasonable out of pocket expenses for moving storing and protecting such furniture, possessions and property.

(k) Furnishings within the Residence will be provided by Resident. Furnishings provided by Resident shall not be such as to interfere with the health, safety and general welfare of other residents. Provider shall provide window treatments on all windows. Resident is responsible for the cost of purchasing and installing additional window treatments.

(l) Resident acknowledges that Whitemarsh and Provider's property, plant and equipment will be encumbered by a mortgage, the proceeds of which will be used to pay for development, construction or operation of Whitemarsh or refinancing thereof. Resident's rights under this Agreement are subordinate to all such mortgages. Resident shall not have personal liability for any such mortgage indebtedness. Resident acknowledges that Resident does not have any ownership interest in Whitemarsh

(m) Resident agrees to transfer from their Residence to an assisted living or skilled nursing accommodation when Whitemarsh's interdisciplinary team consisting of the Medical Director and other members of Whitemarsh's staff designated by Provider (the "Interdisciplinary Team") decides a transfer is necessary. A transfer would be necessary as a result of Resident's physical or mental health, the Resident posing a risk to the safety or welfare of themselves or other residents or some other condition. The same transfer rule would apply when the transfer is from assisted living to skilled nursing. If a Resident moves to an assisted living or skilled nursing accommodation and the Interdisciplinary Team determines Resident is capable of living within an apartment, cottage or villa once again, Resident agrees to assume residency in a Residence. Once a decision by the Interdisciplinary Team has been made, Resident shall have up to thirty (30) days to move to their new accommodation unless such time frame shall have been extended in writing by Provider. If a decision by the Interdisciplinary Team results in one or more Residents

moving such that the current accommodation is being vacated, the Resident(s) shall have up to thirty (30) days to vacate the current accommodation, remove all personal property and move to the new accommodation. In the event removal of Resident's property is not accomplished within thirty (30) days or such time period as may have been agreed to in writing by Provider in its sole discretion, Provider may charge fees as described in Section VI (j).

In making such decisions, the Interdisciplinary Team will consult with Resident if competent, the Resident's representative, and Resident's personal physician. Resident agrees to provide the Interdisciplinary Team with access to Resident's physician and/or Resident's medical records in connection with making such decision. The Interdisciplinary Team's decision regarding Resident's transfer to assisted living or skilled nursing accommodation, return to independent living, or change in accommodation, will be final. All decisions to transfer or change a Resident's accommodation shall be based on a current assessment of Resident's condition based on the information currently available to Provider and describe why the Resident's health care needs cannot be met at Resident's present location. In the event Resident or Resident's representatives disagree with the decision, the matter shall be referred to the Chief Executive Officer of the Provider as provided in Paragraph XIII.

(n) Provider agrees to provide a locking device on each entry to the Residences. Resident agrees that personnel of Provider may enter the Residence at reasonable hours to inspect, repair or clean the Residence. Provider will provide Resident with prior notice of the date, time and reason for any such entry. Notwithstanding the foregoing, Provider may enter the Residence at any time, without prior notice, in the event of an emergency or in the event of a breach by the Resident of the Agreement or any policy, rule or regulation implemented by the Provider. If Resident is not present when Provider enters the Residence due to an emergency, Provider shall promptly after entry notify Resident of the date and time of the entry and the reason for the entry. Resident agrees not to place any additional locking devices on entry doors, and if any such devices are placed on entry doors they will be removed.

(o) Resident agrees not to make any additions or alterations or perform any maintenance or repairs to the Residence or assisted living residence without the prior written approval of Provider, which approval will not be unreasonably withheld.

(p) If Resident is transferred pursuant to subparagraph (j) of this Paragraph, Provider shall have the right to assign the Residence for residency by others. If Resident's condition subsequently changes, pursuant to subparagraph (j) of this Paragraph Resident can resume residency in accommodations equivalent to those he or she previously occupied. Resident shall agree in writing and shall relocate to such equivalent accommodations as soon as they are available. If the Residence is jointly occupied and one Resident transfers to an assisted living or skilled nursing accommodation and the other Resident continues to reside in the Residence, the Residence would not be vacated for purposes of this paragraph.

(q) Although it is intended and expected that sufficient and appropriate skilled nursing services shall be available to Resident within the Community, should Resident require services and space is temporarily unavailable to Resident when required for those services, Provider

shall arrange for the nursing care to be provided to Resident with another appropriate skilled nursing provider. Such care will be at Provider's expense except for those items which would be at Resident's expense if Resident were in Whitemarsh's skilled nursing accommodations. Resident shall be transferred to Whitemarsh's skilled nursing accommodations as soon as appropriate space becomes available. If the Community's skilled nursing accommodations and all other area nursing providers offering the needed services are full, Provider will arrange for, and pay for, home health care services until space is available in the Community's skilled nursing accommodations or another area skilled nursing provider.

(r) Provider's obligation to provide services under this Agreement begins when Resident pays the balance of the Entrance Fee.

(s) Resident agrees not to discriminate against any staff member of Provider based on race, creed, color, national origin, religion, gender, age, marital status, veteran status, sexual preference, political affiliation, citizenship, disability, genetic information or any other classification protected by federal, state, or local laws.

(t) Resident agrees to abide by all rules and regulations relating to Whitemarsh and Resident's use and occupancy of the Community as adopted by Provider from time to time.

(u) Resident agrees to provide Provider with such updated personal financial information as Provider may reasonably request for the purpose of verifying the representations and covenants set forth in Paragraphs VII and IX of this Agreement.

VII. REPRESENTATIONS OF RESIDENT

Resident represents to Provider that:

(a) All facts stated on Resident's Confidential Data Applications are true and complete in all material respects as of the date made.

(b) Resident will not make any gift, transfer any asset listed on the Resident's Confidential Data Application or otherwise intentionally deplete his or her assets if making such gift, transfer or other action will impair Resident's ability to meet Resident's financial obligations under this Agreement.

(c) Resident shall be responsible for Resident's own funeral and burial expenses.

VIII. COVENANTS OF PROVIDER

Provider covenants and agrees that:

(a) Provider shall operate Whitemarsh in accordance and compliance with all applicable Commonwealth of Pennsylvania and federal laws and regulations relating to continuing care communities and the operation of assisted living and skilled nursing accommodations

shall be consistent with the regulations for licensing of assisted living and skilled nursing providers in the Commonwealth of Pennsylvania.

(b) It is the intent and policy of Provider not to terminate the residency of Resident solely by reason of the financial inability of Resident to pay the total Monthly Fee. If Resident has not willfully mismanaged their assets as covenanted in Section IX and establishes the facts necessary to justify the need for financial assistance as determined by Provider in its reasonable judgment, Provider shall reduce Resident's Monthly Fee to an amount that can be afforded by Resident as determined by the Provider in its sole discretion. Any such reduction in fees, plus interest at the prime rate noted in the Wall Street Journal calculated as of the last day of the prior month, shall be charged against the refundable portion of Resident's Entrance Fee. In the case where the cumulative fee reductions plus interest exceed the amount of Resident's Entrance Fee Refund, as determined in accordance with Paragraph V and such amounts cannot be paid by Resident or Resident's estate, Provider will waive some or all of Resident's accumulated Monthly Fees. At the discretion of the Provider, Resident may be required to move to the smallest available residence once Resident's monthly fee is reduced.

(c) Provider shall provide annually to Resident a copy of the annual disclosure statement, if requested. Provider will also make available to Resident, upon request, any certified financial statements of Whitemarsh.

IX. COVENANTS OF RESIDENT

Resident covenants and agrees:

(a) To comply with all reasonable operating procedures of Whitemarsh and with all rules and regulations adopted by Provider from time to time.

(b) To pay when due the Entrance Fee, Monthly Fee and other charges as provided in this Agreement.

(c) To make provision by will or otherwise for the disposition, upon termination of this Agreement, of all furniture, possessions and property of Resident located on the premises of Whitemarsh within 30 days of the date of termination. Any such furniture, possessions, and property not disposed of within Thirty (30) days after termination of this Agreement will be handled as described in Paragraph VI (j), unless such time frame is extended by Provider in writing.

(d) Not to willfully mismanage assets needed to meet Resident's financial obligations under this Agreement.

(e) To share summary personal financial information with the Provider as the Provider may reasonably request to assess the Resident's financial condition which request could be made no more than once annually.

(f) To purchase and maintain at Resident's cost Medicare Part A, Medicare Part B (or equivalent), one supplemental health insurance policy, such as Medicare Supplemental Insurance and Medicare Part D (or equivalent) or Medicare Advantage. Resident shall

furnish Provider evidence of all such coverages, not less than annually. All of Resident's health insurance policies, including those offered by a health maintenance organization or managed care plan, must be approved by Provider prior to the execution of the Residency Agreement which approval will be provided at Provider's sole discretion. Resident shall be responsible for paying costs of hospital care, Medicare covered nursing care, prescription drugs, prescribed therapies, physician fees and the like that are not covered by insurance. Even if approved by Provider, a managed care plan or Medicare Advantage Plan may not provide coverage equal to traditional Medicare at times making Resident financially responsible. If Resident does not maintain this insurance or does not maintain insurance coverage approved by the Provider, Provider may acquire it on behalf of Resident and charge Resident for the cost thereof. Resident agrees to reimburse Provider for the cost of such insurance. If Provider cannot purchase Medicare coverage and Medicare supplemental coverage or the equivalent for Resident as approved by Provider, Provider shall have the authority to require an adjustment in the Resident's Monthly Fee to fund the additional risk in an amount determined by Provider in its sole discretion. Resident agrees to provide Provider with written evidence that Resident has paid Medicare Part A, Part B, Part D, Medicare Supplemental Insurance, or Medicare Advantage, or equivalent insurance, premiums when due. Resident will provide such proof in accordance with procedures adopted by Provider.

(g) To maintain automobile liability insurance in the amount of at least $250,000/$500,000 and uninsured motorist insurance in the amount of $500,000 as long as Resident owns or operates a motor vehicle or such other amounts as may be approved by Provider at its sole discretion. This coverage is necessary to ensure that a Resident's assets are not depleted as a result of an uninsured claim arising from operation of a motor vehicle.

(h) Resident shall carry insurance covering damage or loss to Resident's personal belongings and personal liability insurance in the amount of at least $300,000 or such other amounts as may be approved by Provider at its sole discretion. Provider shall not be responsible for and will not assume custody of any property of Resident.

(i) For Residents who hire private duty home health care or home care assistants or workers, ensure that the assistants/workers or their employer maintain general and professional liability insurance coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate and workers compensation insurance in such amounts as are required by law.

(j) To look to their own insurance for recovery of any loss resulting from fire or other casualty. Resident releases Whitemarsh from such claims and waives any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their insurer. This release and waiver remains effective despite Resident's failure to obtain insurance or failure to maintain adequate limits of insurance. If Resident fails to obtain insurance or maintain adequate limits of insurance, Resident bears the full risk of its own loss.

(k) To provide Provider with written documentation annually that all of the required insurance coverages are in full force and effect.

(l) To abide by all of the terms of residency set forth in Paragraph VI and all other terms of this Agreement.

(m) On or before signing this Agreement, to execute and deliver a copy of a Power of Attorney for health care and financial matters, which Power of Attorney shall designate a person and an alternate person to act as Resident's representative under this Agreement. Resident must promptly (1) notify Provider of any changes to the Power of Attorney, and (2) deliver to Provider a copy of the updated Power of Attorney.

X. TRANSFER OF RESIDENT TO ANOTHER INSTITUTION

(a) It is possible that Resident may need specialized care which is beyond the capability of Whitemarsh. Such care would be needed if:

(1) Resident has been infected with a dangerous and contagious disease, care for which is not typically provided by a skilled nursing provider in Pennsylvania and for which Whitemarsh is not licensed to provide, or

(2) Resident has become mentally or emotionally disturbed to the degree that Resident poses a danger to himself or herself or the health and welfare of other residents or staff, or

(3) The physical or mental condition of Resident materially changes so that he or she requires services not regularly provided by Whitemarsh.

In such cases, the Interdisciplinary Team shall consult with the Resident, the Resident's representative identified in this Agreement, and the Resident's personal physician. If the Interdisciplinary Team determines that special care is needed, management will review the Resident's needs for care with the Resident, if he or she is competent, or Resident's representative, if he or she is not competent, and arrange the transfer. All such transfers shall be subject to and in accordance with applicable statutes, rules and regulations and shall be determined in Provider's sole discretion. In the case of such transfer of Resident residing in a Residence, an assisted living residence or a skilled nursing accommodation, if the Interdisciplinary Team determines that the transfer is temporary (usually thirty (30) days or less but extendible at Provider's sole discretion), Provider shall hold Resident's Residence, assisted living residence or skilled nursing accommodation for reoccupancy by Resident. If, in the opinion of the Interdisciplinary Team, the transfer is permanent, Resident's Residence shall be available for reoccupancy by another Resident.

If the medical condition of Resident permanently transferred under this Paragraph improves to the point where Resident, in the opinion of the Interdisciplinary Team, is able to resume residing at Whitemarsh, Resident shall transfer back to the Residence, assisted living residence, or skilled nursing accommodation last resided in by Resident. If the living accommodation last resided in by Resident is occupied by a new resident, Resident shall be entitled to reside in the next available Residence, assisted living residence or skilled nursing accommodation of the type previously occupied by Resident. In the event no Residence, assisted living residence or the skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or a skilled nursing accommodation becomes available. Provided Resident

continues to pay the Monthly Fee due under this contract, Provider shall pay the cost of such comparable living arrangements. If the Residence is jointly occupied and one Resident transfers to another institution and the other Resident continues to live in the Residence, the Residence would not be vacated for purposes of this paragraph. If the Interdisciplinary Team subsequently determines, in consultation with Resident or Resident's attending physician, that Resident of a jointly occupied Residence can return to that Residence, Resident agrees to do so.

(b) In the event Resident, if he or she is competent, or, if he or she is not competent, Resident's representative disagrees with the Medical Director's opinion, such disagreement shall be submitted to Provider as provided in Paragraph XIII. If Resident is so transferred before such disagreement is resolved and, if after review in accordance with Paragraph XIII, such transfer is found to have been unnecessary, Provider shall be responsible for any additional costs incurred by Resident as a result of such transfer. Resident shall transfer back to the skilled nursing accommodation, if appropriate, or to the Resident's Residence or assisted living residence unless it has been occupied by a new resident, in which case Resident shall be entitled to reside in the next available residence of the type previously resided in by Resident. In the event no Residence, assisted living residence or skilled nursing accommodation is available, Provider will make comparable living arrangements available until a Residence, assisted living residence or skilled nursing accommodation becomes available.

(c) When a Resident is permanently transferred to another facility under this Paragraph, Resident's obligation to pay the Monthly Fee ceases and Provider shall refund the Entrance Fee to the extent provided in Paragraph V. If, after Resident has received a refund of his or her Entrance Fee, Resident is able to resume occupancy, Resident shall, prior to moving back to Whitemarsh, pay Provider the amount of the Entrance Fee Refund. Upon moving back to Whitemarsh, Resident shall be responsible for the Monthly Fee Resident would have paid if the transfer had not taken place.

XI. TERMINATION BY RESIDENT

(a) The words "**residency"** or "**occupancy**" are defined as the date Resident pays to Provider the amount of the Total Entrance Fee due hereunder, at which time Resident has access to all of the services made available to residents under this Agreement. Prior to residency, in the event of (i) the death of Resident, or (ii) the inability of Resident to reside in the Residence, the assisted living residence or a skilled nursing accommodation because of illness, injury or other incapacity, this Agreement shall automatically terminate and Provider will refund Resident's Entrance Fee Deposit in accordance with Paragraph V (b) (ii). In the event a second person is a party to this Agreement, Resident shall, in the event of the death or inability of the second person as provided above, have the option to leave this Agreement in force or to terminate this Agreement.

(b) After the expiration of the Rescission Period but prior to payment of the balance of the Entrance Fee, Resident may terminate this Agreement for any reason by providing written notice of termination to Provider. Such termination shall be effective upon Provider's receipt of such written notice of termination. Provider shall refund to Resident the amount of the Entrance Fee Deposit in accordance with Paragraph V (b) (iii).

(c) If Resident dies after Resident has assumed residency, Resident's Agreement is terminated and an Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(d) After Resident has assumed residency, Resident may terminate this Agreement for any reason. Resident shall give Provider Thirty (30) days advance written notice and shall pay the Monthly Fee until the later of the expiration of such Thirty (30) day period or the date the Residence was vacated and cleared of all of Resident's personal property and made available for re-occupancy by Provider. Such termination shall be effective Thirty (30) days after Provider receives such written notice of termination. An Entrance Fee Refund will be made in accordance with Paragraph V (b) (iv).

(e) If, after becoming Residents, joint Residents of a single Residence decide to live separately, the Residents could request several alternative living arrangements. Those alternatives and the conditions associated with each follow:

(1) Both Residents request continued residence at Whitemarsh, with one continuing to reside in the Residence and one moving to another Residence. In such case, the Resident residing in the new Residence shall sign a new Residency Agreement. The Resident residing in the new Residence will pay the then applicable Residential Component of the Entrance Fee for the Residence selected. Both Residents will pay the then applicable First Person Monthly Fee for the Residences they reside in.

(2) One Resident decides to leave. In such case, the remaining Resident will pay the then applicable First Person Monthly Fee. The terminating Resident shall provide written notice of the termination to Provider. Resident may be entitled to a refund of part of the Life Care Component of the Entrance Fee in accordance with Paragraph V (b) (v).

(3) Both Residents decide to leave. In such case, the terminating Residents shall provide Thirty (30) days written notice of the termination to Provider and shall pay the Monthly Fee until the later of the date the termination is effective or the date the Residence was vacated and cleared of all of Resident's personal property and available for reoccupancy by Provider. Termination shall be effective Thirty (30) days after Provider receives such written notice of termination. Residents may be entitled to a refund in accordance with Paragraph V (b) (iv).

(f) In the event that a Resident asks to move to a different Residence and Provider approves such move, such move shall not terminate the Residency Agreement, but Resident or Residents shall execute an amendment to the Agreement and pay the then applicable Monthly Fee and Second Person Monthly Fee for the newly occupied Residence and shall pay the difference between the Residential Component of the Entrance Fee paid and the then applicable Residential Component of the Entrance Fee for the newly occupied Residence, if higher. Any additional Entrance Fee paid, or prior entrance fees received from Resident, shall not be considered receipt of a Total Entrance Fee from a new resident for the purposes of Section V(b)(iv). If lower, Resident will be entitled to a refund of the difference between the refundable portion of the Residential Component of the Entrance Fee paid and the then applicable refundable portion of the Residential Component of the

Entrance Fee for the newly occupied Residence. Resident agrees to pay the cost of refurbishing the vacated Residence for resale.

(g) In the event Resident terminates this Agreement and moves out of Whitemarsh and then, before Provider refunds Resident's Entrance Fee, Resident decides to move back in, Resident may do so by paying all unpaid amounts, if any, due Provider at the time Resident terminated the Agreement, plus the Monthly Fee for all months beginning with the month following the effective termination date and ending on the date Resident moves back in, plus accrued interest computed at the prime rate noted in the Wall Street Journal, calculated for each month or a portion thereof, compounded monthly. In the event Resident terminates this Agreement and receives a refund of the Entrance Fee and then wishes to move back to Whitemarsh, former Resident must reapply for admission under the same procedures as any new person seeking admission.

XII. TERMINATION BY PROVIDER

(a) Provider may, upon notice and opportunity to cure as hereinafter provided, revoke Resident's right to reside at Whitemarsh and terminate this Agreement upon the occurrence of any of the following events ("**Default**"):

(1) Failure of Resident to pay the unpaid balance of the Entrance Fee when due unless the due date is extended in writing by Provider as provided for in Section V(a)(iii).

(2) Resident has intentionally mismanaged assets needed to pay the balance of the Entrance Fee or the Monthly Fee.

(3) Failure of Resident to comply with all covenants and agreements of Resident contained in this Agreement or a material breach of any representation made by Resident in this Agreement or in Resident's Confidential Data Applications.

(4) For a good faith determination set forth in writing and signed by the Medical Director and the administrator of the facility that the resident is a danger to himself or others.

(5) Resident has materially misrepresented or omitted information in his/her application supplied to the Community. Provider shall have the right to require a physical examination of Resident by the Medical Director or his/her designee and to otherwise independently verify the information supplied to the Community.

(b) In the event of a Default by Resident, Provider shall give Resident notice in writing of such Default and Resident shall have Sixty (60) days thereafter within which to correct such Default with the exception of Paragraph XII (a)(4) above, in which case only reasonable notice under the circumstances will be provided or Paragraph XII (a)(5) above, in which case the Agreement shall terminate in Sixty (60) days. If Resident corrects such Default within such time, this Agreement shall not be terminated. If Resident fails to correct such Default within such time, this Agreement shall terminate at the expiration of such Sixty (60) days and an Entrance Fee Refund, if any, will be made in accordance with Paragraph V. If Resident's Agreement is terminated, Resident leaves Whitemarsh and Resident

subsequently cures the reason for termination, former Resident may be accepted for residency upon compliance with the provisions set forth in Paragraph XI (g).

XIII. DISPUTES

It is possible that disputes will arise regarding any of the matters listed below.

(a) Resident, if Resident is competent, or, if Resident is not competent, Resident's representative or Resident's attending physician disagrees with the opinion or determination of the interdisciplinary team as to the transfer of Resident:

(i) From a Residence to Provider's assisted living accommodations or back;

(ii) From a Residence to Provider's skilled nursing accommodations or back;

(iii) From Provider's assisted living accommodations to the skilled nursing accommodations or back;

(iv) From Whitemarsh's skilled nursing accommodations to another institution or back.

Resident disputes the determination that a Default has occurred which warrants termination under Paragraph XII(b).

In such case, the matter shall be referred to the Chief Executive Officer of Whitemarsh for resolution.

(b) In reviewing the circumstances relating to any such dispute, the Chief Executive Officer will review any written policies or procedures established by Provider, and consult with (1) the Medical Director; (2) appropriate members of Whitemarsh staff; (3) Resident, if he or she is competent, or, if he or she is not competent, with Resident's representative; (4) Resident's family, if desired by Resident; (5) Resident's attending physician, if appropriate; (6) Residents Association, if appropriate; (7) such other independent physicians, nurses and other health care professionals as the Chief Executive Officer may deem under the circumstances appropriate or required by applicable law or regulation; and (8) legal counsel.

(c) After considering all relevant factors, the Chief Executive Officer shall decide the dispute and inform Resident or Resident's representative(s), in writing, of the decision. The decision of the Chief Executive Officer shall be final.

(d) This process does not preclude Resident from availing himself or herself of any other legal, statutory and/or regulatory remedies available to Resident.

XIV. MISCELLANEOUS

(a) No changes in the scope of care or services shall be valid unless Provider provides Resident with notice at least sixty (60) days prior to the effective date of the change.

(b) If any condition, restriction or other provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such condition, restriction or other provision to persons or circumstances other than to those as to which it is held invalid or unenforceable shall not be affected by it and each condition, restriction or other provision shall be valid and be enforced to the fullest extent permitted by law.

(c) Provider shall construe all the provisions of this Agreement and shall determine all disputed matters in a manner consistent with the ideals set forth in the Recitals. Neither the Board of Directors of Provider nor management shall be liable for actions taken and decisions made in good faith and without malice. Nothing in this Agreement shall limit a Resident's right to judicial review.

(d) This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

(e) This Agreement has been executed on behalf of Provider by its duly authorized agent. No officer, trustee, director, agent or employee of Provider shall have any personal liability under this Agreement to Resident for the performance or failure to perform by Provider under any circumstance. The execution of this Agreement by Resident shall constitute the valid and binding Agreement of Resident to all of its terms.

(f) No act, agreement or statement of Resident or of any individual purchasing care for Resident under any agreement to furnish care to Resident shall constitute a valid waiver of any provision of the Continuing Care Provider Registration and Disclosure Act (40 P.S. §§ 3201 – 3225) or of any regulation intended for the benefit or protection of Resident or the individual purchasing care for Resident.

(g) This Residency Agreement and all of its Exhibits and attachments constitute the entire Agreement among the parties with respect to the subject matter herein and there are no understandings of any kind except as set forth herein. Any and all prior understandings and agreements among the parties, expressed or implied, oral or in writing are superseded by the terms of this Agreement and incorporated into this Agreement.

(h) This Agreement may be amended only by a written agreement in writing signed by all of the parties to this Agreement. No course of conduct or custom shall constitute an amendment among the parties of this Agreement and any attempt to amend this Agreement orally or in writing not so approved shall be void.

XV. DISCLOSURE STATEMENT

I have been provided with a copy of the Disclosure Statement and the Residency Agreement, which set forth and explain the rights, duties and responsibilities of Provider, Provider's employees and agents, including the Medical Director, and the Resident. I received these documents prior to the date of this Agreement. I have read and understand these documents and have had an opportunity to review them with an attorney, financial advisor or other representative of my choice. My acknowledgment of receipt by my signature on the Disclosure Statement constitutes my valid and binding act.

XVI. SIGNATURES

The parties to this Agreement have signed it below and have had it witnessed on this ____ day of _____, **2025**.

Resident Name (Please Print)	Resident Name (Please Print)
Resident Signature	Resident Signature
Resident's Representative	Resident's Representative
Witness	Witness

By: _____
For Whitemarsh

EXHIBIT A

Notice of Right to Rescind

Date rescission period begins

You may rescind and terminate your Residency Agreement, without penalty or forfeiture, within 7 days of the above date. You are not required to move into Whitemarsh 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 residency agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice or letter, stating your desire to rescind to The Hill at Whitemarsh at Fox Hound Drive, Lafayette Hill, Pennsylvania 19444 not later than midnight of _____.

Pursuant to this notice, I hereby cancel my residency agreement.

Prospective Resident's Name (Please Print)	Prospective Resident's Name (Please Print)
Prospective Resident's Signature Date	Prospective Resident's Signature Date
Resident's Representative	Resident's Representative
Resident No.	

WHITEMARSH

Date Received by Provider	Receipt Acknowledged For Provider

EXHIBIT B

The Hill at Whitemarsh
Request for Optional Upgrades

Resident has asked The Hill at Whitemarsh to provide Resident with the following optional Upgrades. Resident understands that the cost of Upgrades is over and above the Total Entrance Fee and Monthly Fee. Resident agrees to pay the additional cost for Upgrades below before construction of the upgrades is commenced. Resident further understands that the amount paid for the Upgrades are not refundable at any time, even if Resident does not move into The Hill at Whitemarsh for any reason.

Description of Upgrade and Associated Costs

	Cost	
Total	$	

_____
Future Resident Signature/Date

_____
Future Resident Signature/Date

_____
Residence No.

The Hill at Whitemarsh

By: _____

EXHIBIT C

Whitemarsh
Refund Request

I/We request a refund of our entrance fee deposit being held in escrow. I/We understand that the refund of our deposit will be done according to the procedures outlined in Section XI, Termination by Resident of the Residency Agreement.

Name _____

Address _____

_____

Phone _____

Signed: _____ Witness: _____

Signed: _____ Date: _____

Date: _____

All requests for refunds should be mailed to:

The Hill at Whitemarsh
4000 Fox Hound Drive
Lafayette Hill, Pennsylvania 19444

EXHIBIT D

Provider's Financial Statements

EXHIBIT E
Addendum
To Residency Agreement
Dining Plan Option

This Addendum, when executed by Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident", if more than one, each a "Resident" and collectively "Residents"), shall be incorporated by reference into the Residency Agreement executed by Community and Resident dated the ____ day of _____, ____.

Pursuant to the terms of the Residency Agreement, each Resident is entitled to receive a monthly dollar allocation as part of Resident's Monthly Fee to be applied for meals in any of the Community's dining areas. If a Resident's dining charges exceed the monthly dollar allocation, such Resident is responsible for paying all charges in excess of such monthly dollar allocation based upon the menu pricing in effect at the time of meal service (the "Dining Allowance Plan").

As of the Effective Date, Resident(s) has/have elected to opt-out of the Dining Allowance Plan and shall commence paying for the cost of all dining charges incurred in the Community's dining areas based upon the menu pricing in effect at the time of meal service and shall no longer receive any monthly dollar allocation as a meal allowance.

In consideration for opting out of the Dining Allowance Plan, Resident(s) shall receive a credit each month against his/her/their Monthly Fee as determined by the Community effective in calendar 2023 and each year thereafter, subject to the Community's right to terminate or adjust such credit and subject to such other adjustments, all as described below (the "Dining Credit"). Any Resident receiving the Dining Credit shall be considered a participant in the Dining Credit Plan (the "Dining Credit Plan").

If two Residents occupy the same Residence, it is understood that both Residents have elected to opt out of the Dining Allowance Plan and to participate in the Dining Credit Plan.

If a Resident decides that he or she no longer wishes to participate in the Dining Credit Plan and revert to the Dining Allowance Plan, such election(s) shall be made in writing on a form available from the Community and submitted to the Community at any time. Any such election shall be effective on first of the month following the month that the form has been submitted to the Community ("Termination Date") and the Resident's previous election of the Dining Credit Plan shall be null and void after the Termination Date.

The amount of the Dining Credit may be adjusted at the Community's sole discretion upon sixty (60) days prior written notice. Any adjustment to the Dining Credit shall be effective as of the same date the Monthly Fee is adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement. The Dining Credit Plan may be eliminated at the sole discretion of the Community with no less than one hundred and eighty (180) days prior written notice to the Resident(s). In the event that a Resident's Dining Credit is terminated such Resident shall automatically be enrolled in the Dining Allowance Plan upon the termination of the Resident's Dining Credit.

In the event any Resident participating in the Dining Credit Plan is admitted to the Community's skilled nursing facility, the Dining Credit Plan shall immediately terminate as to such Resident and such Resident shall no longer receive the Dining Credit effective as of the date of admission. Such Resident shall thereafter receive meals as required by law while in the Community's skilled nursing facility. If the stay in the skilled nursing facility is not covered by insurance, such Resident shall be obligated to pay the then-current Community healthcare dining fee. If two Residents occupy the Residence and have elected to participate in the Dining Credit Plan, the second Resident shall remain on the Dining Credit Plan in the event that the first Resident is admitted to the Community's skilled nursing facility. In the event the second Resident is subsequently admitted to the Community's skilled nursing facility, the second Resident shall likewise no longer receive the Dining Credit effective as of the date of admission. If the second Resident's stay in the Community's skilled nursing facility is not covered by insurance, the second Resident shall be responsible for paying the then-current Community healthcare dining fees. Each Resident who was admitted to the Community's skilled nursing facility shall automatically become a participant in the Dining Credit Plan upon discharge to the Resident's Residence or to the Community's assisted living accommodations.

Should a Resident reside in, or transfer to, the Community's assisted living accommodations, such Resident shall remain on the Dining Credit Plan and there shall be no changes in the manner in which meals are paid.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement and any previous addendum or other document related to the Dining Credit (each a "Predecessor Document") shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of _____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____ _____
Authorized Officer _____

_____
_____

EXHIBIT F
Addendum To Residency Agreement
Incentive Pricing

This Addendum, when executed by the Whitemarsh Continuing Care Retirement Community a/k/a the Hill at Whitemarsh (the "Community") by an authorized officer and _____ ("Resident(s)") shall be incorporated by reference into the Residency Agreement executed by the Community and Resident(s) dated the _____ day of _____, _____. (the "Residency Agreement").

Resident(s) and Community hereby agree that:

1. Resident(s) have qualified medically and financially to reside at the Community.

2. Resident(s) have executed a Residency Agreement and are in good standing with respect to all payments and fees or made the deposit as required by the Residency Agreement to the Community.

3. Resident(s) have delivered evidence of health insurance coverage as required by the Residency Agreement.

4. Resident(s) have provided proof of their date of birth confirming their age as of the effective date of this Addendum as set forth in Schedule 1 to this Addendum.

Based on the average age calculation set forth in Schedule 1 to this Addendum, the Community hereby agrees to reduce the Monthly Fees set forth in Paragraph V(c)(i) of the Residency Agreement, as such Monthly Fee may be adjusted pursuant to Paragraph V(c)(ii) of the Residency Agreement, by ___ % during their residency in the Community (the "Monthly Fee Discount"). The Monthly Fee Discount shall continue to apply in the event Resident(s) move to another Residence within the Community as permitted pursuant to Paragraph XI (f) of the Residency Agreement. The Monthly Fee Discount is non-transferrable.

Any inconsistency between the terms of this Addendum and the terms of the Residency Agreement shall be interpreted in favor of this Addendum.

The parties to this Addendum, intending to be legally bound, have executed this Addendum this ____ day of ____, ____.

Whitemarsh Continuing Care Retirement Community
a/k/a The Hill at Whitemarsh

By: _____
Authorized Officer

_____
_____

_____
_____

SCHEDULE 1

RESIDENT AVERAGE AGE

This Schedule 1 sets forth the calculation of the average age of Resident(s) as of the date of the Addendum:

Age of First Resident	_____
Age of Second Resident (if any)	_____
Average Age of Resident(s)	_____

The Hill
at Whitemarsh

SECTION 9

STATEMENT OF MATERIAL DIFFERENCES
ACTUAL VS. PRO FORMA INCOME STATEMENT

Please see attached.

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY
Statement of Material Differences
For the Calendar Year Ended December 31, 2025

	Actual	Pro Forma	Variance	
REVENUE AND OTHER SUPPORT				
Residential Living Fees	$ 32,145,132	$ 32,976,000	$ (830,868)	**A**
Assisted Living Fees	2,451,561	2,752,000	(300,439)	**B**
Nursing Fees	7,950,031	7,773,000	177,031	**C**
Amortization of Deferred Revenue	6,348,384	5,807,000	541,384	**D**
Resident and Other Services Revenue Contributions	2,117,718	1,905,000	212,718	**E**
Hill Home Services Revenue	790,746	815,000	(24,254)	**F**
Grant Revenue	-	-	-	
Contributions	1,278,202	-	1,278,202	**G**
Investment Income	1,642,203	1,519,000	123,203	**H**
TOTAL REVENUE AND OTHER SUPPORT	54,723,977	53,547,000	1,176,977	
OPERATING EXPENSES				
Administration and General	12,487,580	13,294,000	(806,420)	**I**
Maintenance and Security	4,866,263	4,893,000	(26,737)	**J**
Housekeeping and Laundry	2,224,392	2,082,000	142,392	**K**
Dining Services	6,840,882	6,890,000	(49,118)	**L**
Health and Wellness	9,445,690	9,100,000	345,690	**M**
Hill Home Services	592,868	730,000	(137,132)	**F**
Depreciation & Amortization	15,961,940	16,656,000	(694,060)	**N**
Interest	7,663,801	7,830,000	(166,199)	**O**
TOTAL EXPENSES	60,083,416	61,475,000	(1,391,584)	
OPERATING INCOME (LOSS)	(5,359,439)	(7,928,000)	2,568,561	
Other Gains and Losses	(71,067)	-	(71,067)	**P**
INCREASE (DECREASE) IN NET ASSETS	$ (5,430,506)	$ (7,928,000)	$ 2,497,494	

THE HILL AT WHITEMARSH
FOOTNOTES TO STATEMENT OF MATERIAL DIFFERENCES
FOR THE PERIOD ENDING DECEMBER 31, 2025

A. Residential living fees were less than projected primarily due to the independent living residents with temporary stays in skilled nursing during the year was greater than projected for 2025, partially offset by the actual average residential living occupancy for the full year 2025 being greater than the average residential living occupancy projected for the full year 2025.

B. Assisted Living fee revenue was less than projected primarily due to lower actual average census for the period compared to the total projected average census of Residents in Assisted Living during 2025, combined with the completion and opening of the Memory Care unit occurring later in 2025 than projected.

C. Skilled nursing fees were greater than projected due to the greater level of independent living residents with temporary stays in skilled nursing during the year than projected for 2025, partially offset by lower than projected actual number of private pay Residents in skilled nursing during 2025.

D. Amortization of deferred entrance fee revenue was greater than projected during 2025 as amortization related to both Independent Living Resident settlements and refunds resulted in greater amortization than projected during 2025.

E. Resident and other services revenue was greater than projected due to greater Dining Services related revenue than projected during the year 2025.

F. The level of both Hill Home Services revenue generating services and related expenses were less than projected during 2025 as the level of services provided to Residents was lower than projected for the full year 2025.

G. Generally, unless part of a multi-year gift, contributions received are difficult to predict and therefore are not included in the Provider's projection. As a result, all contributions received represent a variance from projected pro forma contributions.

H. Investment Income was greater than projected as the level of investible cash equivalents was greater than projected during the year 2025 resulting in greater interest income than projected during 2025.

I. General and administrative expenses were less than projected due to the combination of several factors including less than projected computer services, computer support and benefits expenses than projected during 2025.

J. Maintenance and Security expenditures during 2025 were less than projected due to the combination of lower purchased services, repairs and maintenance and supplies expenses than projected, partially offset by increased utilities costs incurred during 2025 than projected for the year.

K. Housekeeping and Laundry expenses were greater than projected for 2025 primarily due to greater compensation and benefits expenses than projected during 2025.

L. Dining Services expenses during 2025 were less than projected primarily due to lower food costs than projected during 2025.

M. Health and Wellness expenses during 2025 were greater than projected due to greater therapy, medical supplies and advertising costs than projected during 2025.

N. Depreciation and amortization expense was less than projected for 2025 as the timing of capital expenditures for equipment, building and building improvements placed in service and the commencement of the related depreciation expense occurred later in the year than projected for 2025.

O. Interest expense was less than projected as the interest expense related to debt incurred for capital renovations and additions was capitalized for a greater portion of 2025 than projected due to the completion of the projects occurring later in 2025 than projected.

P. Unrealized Gains and Losses are greater than projected for 2025 as the level of unrealized gains and losses is difficult to project and therefore not included in the Provider's forecasts.

MaryJo Bondi

From: donotreply@snappayglobal.com
Sent: Monday, April 27, 2026 9:41 AM
To: MaryJo Bondi
Subject: One Time Payment Notification

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



[redacted]

pennsylvania
INSURANCE DEPARTMENT

Continuing Care Retirement Community Provider Annual Disclosure Statement Filing Fee Invoice

WHITEMARSH CONTINUING CARE RETIREMENT COMMUNITY

[redacted]

Date	Item	Amount
3/24/2026	CCRC Annual Disclosure Statement Filing Fee	$750
	Amount due:	**$ 750**

This invoice is a billing of all active CCRC annual disclosure statement filing fees for 2026.

To avoid potential enforcement action and penalties, payment must be received on or before 4/30/2026.

For payment, please visit the electronic payment service at https://www.bpp.ob.pa.gov/customer

- If making an ACH/Intellicheck payment from a corporate account, **before making a payment,** please notify your banking institution to add the Commonwealth of Pennsylvania, ACH ID#9049039603, to allow for ACH/Intellicheck payments.
- This link will connect to Office of Budget Payment Center.
- Go to "Make a Payment for an Accounts Receivable Invoice (not related to a loan)".
- Failure to select this option (paying an Accounts Receivable) will result in the payment not applying to your customer account.
- First time users click the "New Registration" link at the bottom to create an account.
- The following information is obtained from the invoice: customer number, invoice number, invoice date and invoice amount.
- After registration, click on "Payments" in the upper right corner, select "Invoices." The system will prompt the user through the payment process.
- For Snap Pay questions, contact RA-OBCO_PYMTCENTER@pa.gov or 717-425-6724.
- If you cannot make payment online, **you must include a copy of the invoice with your check, or the payment will be returned.**

CCRC ANNUAL DISCLOSURE STATEMENT FEE

[redacted]

Due Date: 4/30/2026
Print Date: 3/24/2026

Payor ID: 52910

Payment Amount: $ _____

Amount Due: $ 750

Questions or concerns?
Email us at ra-in-companylicense@pa.gov