

RIVERMEAD
TRADITIONAL
RESIDENCE AND CARE AGREEMENT

March, 2018

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*RIVERMEAD
TRADITIONAL
RESIDENCE AND CARE AGREEMENT*

I. RECITALS

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

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

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

II. OBLIGATIONS OF THE PROVIDER

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

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

III. DESCRIPTION OF FACILITIES AND SERVICES

A. Community Center

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

B. Health Center

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

C. Food Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. THE HEALTH CENTER

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

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

A. Care in the Health Center

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

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

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

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

B. Illness or Accident away from the COMMUNITY

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

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

C. Psychiatric or Dangerous Diseases

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

D. Medical Insurance to be maintained by RESIDENT

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

V. COST TO RESIDENT

A. Entrance Fee

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

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

C. Payment of Balance of Entrance Fees

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

D. Monthly Service Fee

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

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

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

E. Change of accommodation

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

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

2. Relocation from Health Center back to Living Accommodation

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

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

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

4. Transfer to a Smaller Living Accommodation

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

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

5. Transfer to a Larger Living Accommodation

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

VI. CONDITIONS OF RESIDENCE

A. Resident's Right of Occupancy

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

B. Demise of RESIDENT sharing Living Accommodation

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

C. Occupancy of Living Accommodation by RESIDENT only

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

D. Accident caused by RESIDENT

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

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

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

F. Responsibility of Protection of RESIDENT'S Property

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

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

G. Rights to Real and Personal Property

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

H. Appointment of Legal Guardian

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

I. Responsibility of Resident to Maintain the Living Accommodation

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

J. Residents' Council

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

K. General Facility Regulations

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

L. Responsibilities of Residents and Community for Repair and Maintenance

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

M. Structural Changes in the Living Accommodation

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

N. Policy Concerning Pets

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

O. Guest Privileges

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

P. Telephone Responsibility of Resident

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

Q. Change in Laws

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

R. Marriage of RESIDENT

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

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

VII. TERMINATION BY RESIDENT

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

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

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

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

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

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

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

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

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

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

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

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

VIII. TERMINATION BY PROVIDER

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

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

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

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

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

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

Prior to termination for any default of RESIDENT described in Section VIII A, B, C or D above, PROVIDER shall give RESIDENT notice in writing of such default and RESIDENT shall have sixty (60) days from the date of actual notice within which to correct such default. If RESIDENT corrects such default within such time, then this Agreement shall not be terminated.

If RESIDENT fails to correct such default within such time, this Agreement shall terminate at the expiration of such sixty (60) days.

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

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

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

IX. REFUND OF ENTRANCE FEE

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

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

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

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

X. COVENANTS OF PROVIDER

PROVIDER covenants and agrees:

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

XI. COVENANTS OF RESIDENT

RESIDENT covenants and agrees:

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

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

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

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

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

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

XII. REPRESENTATION AND WARRANTIES OF PROVIDER

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

XIII. REPRESENTATION AND WARRANTIES OF RESIDENT

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

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

XIV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XV. DISCLOSURE BOOKLET

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

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

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

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

Resident

Date

Resident

Date

Peterborough Retirement Community at Upland Farm, Inc.

By: _____
Representative

Date

Exhibit A

Resident's Right of Rescission

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

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

NOTICE:

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

Signed

Date

Signed

Date

Received By:

RiverMead Representative

Date

RiverMead



The Mead

The Village