



**RESIDENTIAL LIVING
RESIDENCY AGREEMENT**

FOR

MESSIAH HOME

**D/B/A MESSIAH LIFEWAYS
AT MESSIAH VILLAGE**

August 2023

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DEFINITIONS OF WORDS AND PHRASES

ADDITIONAL OCCUPANT: An individual who, after Resident takes Occupancy, applies and is accepted for residency at Messiah Village to occupy the same Residence.

ANCILLARY FEE SCHEDULE: A publication reflecting current charges for ancillary and miscellaneous services rendered by Messiah Village and is subject to change from time to time.

APPLICATION FOR RESIDENCY: The application submitted to Messiah Village by those individuals seeking admission to Messiah Village.

BENEVOLENT CARE POLICY: Messiah Village's policy regarding the possibility of providing financial assistance or subsidy to Resident in accordance with this Agreement. Resident is obligated to comply with the Statement on Stewardship and Financial Assistance (See Attachment C).

CO-RESIDENT: One of two individuals who signs as Resident initially to occupy a Residential Residence.

CONDITIONS OF OCCUPANCY: The health, safety and daily living requirements for continued Occupancy of the Residence as reflected in the criteria specified on Attachment A.

CONTINUING CARE: The provision by Messiah Village of accommodations and services to Resident in a residential accommodation at Messiah Village, or in Personal Care or Nursing Care, until the termination of this Agreement.

DAILY RATE: The daily charge for routine Personal Care or Nursing Care services. It does not include charges for ancillary or miscellaneous services.

DESIGNATED OCCUPANCY DATE: The date designated by Messiah Village that Resident may accept Occupancy of the Residence.

DOUBLE OCCUPANCY: Two individuals initially residing in a Residence.

DOUBLE OCCUPANCY FEE: The additional fee for a second occupant of the Residence. This charge is reflected in the Monthly Service Fee.

ENTRANCE FEE: The charge for residency at Messiah Village. The amount of the Entrance Fee is based on the type of Residence, other features and the refund option selected.

FINISHING UPGRADES: Available options for a completed residence that are non-permanent in nature (i.e., flooring, trim, light fixtures), which are not considered part of the Entrance Fee and will not be considered in calculating any applicable Entrance Fee refunds. The cost of Finishing Upgrades is non-refundable except if Resident terminates this Agreement during the seven (7) day rescission period.

INTERIM PAYMENT: An amount equal to twenty-five percent (25%) of the estimated cost of any Structural Upgrades for completed residences.

MEDICAL DIRECTOR: The physician designated by Messiah Village to supervise the medical affairs of Messiah Village.

MONTHLY SERVICE FEE: The monthly charge for Occupancy of a Residence at Messiah Village. The amount of the Monthly Service Fee is based on the number of occupants and style of Residence. In situations of Double Occupancy, it includes the Double Occupancy Fee.

NURSING CARE: The services provided in the licensed nursing care facility owned and operated by Messiah Village.

OCCUPANCY: The right of possession and use of the Residence, including the receipt of keys to the Residence. Resident must take Occupancy of the Residence within thirty (30) days of the Designated Occupancy Date.

PERSONAL CARE: The services provided in the licensed personal care home owned and operated by Messiah Village, which services include assistance with activities of daily living.

PROCESSING FEE: For unbuilt residences, an amount equal to Five Hundred Dollars (\$500) which is forfeited by Resident if Resident fails to pay in accordance with the terms and conditions of this Agreement.

RATE SCHEDULE: A publication reflecting current charges for services rendered by Messiah Village and is subject to change from time to time.

REFURBISHMENT FEE: The charge for transferring and moving from the Residence designated under this Agreement to another Residence at Messiah Village.

RESERVATION AGREEMENT: For unbuilt residences, the agreement executed by Resident upon payment of the ten percent (10%) deposit.

RESERVATION FEE: For a completed residence, an amount equal to Five Hundred Dollars (\$500) which is paid by Resident to enter into this Agreement.

RESIDENCE: The Residential apartment or cottage occupied by Resident under this Agreement.

RESIDENT: One or two individuals who sign this Residency Agreement to occupy initially one Residence at Messiah Village.

RESIDENT REVIEW COMMITTEE: The committee consisting of administrative and health care professionals who have the responsibility for implementing the policies and procedures relating to Resident level of living transfers.

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

SETTLEMENT: Payment of final entrance fee payment prior to or on the Designated Occupancy Date.

SINGLE OCCUPANCY: One individual initially residing in the Residence.

STRUCTURAL UPGRADES: Available improvements to a completed residence that are permanent in nature (i.e., fireplace, deck, increase in square footage), which are considered part of the Entrance Fee and will be considered in calculating any applicable Entrance Fee refunds.

SURRENDER: To cease to occupy a Residential Living Accommodation (i.e. the Residence at Messiah Village, or an accommodation in Nursing or Personal Care at Messiah Village), to remove all possessions from it, and to return all keys, garage door opener, television remote, if applicable.

UNBUILT APARTMENT UPGRADES: Improvements to an unbuilt residence that are temporary or permanent in nature (i.e., flooring, trim, light fixtures, fireplace, and deck), which are not considered part of the Entrance Fee and will not be considered in calculating any applicable Entrance Fee refunds. The cost of Unbuilt Apartment Upgrades is non-refundable.



RESIDENCY AGREEMENT

**100 Mt. Allen Drive
Mechanicsburg, Pennsylvania 17055**

This Agreement, made this _____ day of _____, 20____, is between MESSIAH HOME, a Pennsylvania non-profit corporation d/b/a Messiah Lifeways at Messiah Village, (hereinafter referred to as “Messiah Village”) and _____ (hereinafter referred to as “Resident” and where two individuals sign this Agreement for Double Occupancy, they are called collectively “Resident” where the context permits and individually “Co-Resident”).

SECTION 1: BACKGROUND

Messiah Village operates a continuing care retirement community consisting of Residential Living cottages and apartments, Nursing Care, Personal Care and access to enrichment and community support services at the Messiah Village campus located at 100 Mt. Allen Drive, Mechanicsburg, Pennsylvania. Messiah Village is affiliated with the Brethren in Christ Church. The Brethren in Christ Church is not responsible for any of the financial or contractual obligations of Messiah Village.

SECTION 2: PROVISIONS FOR RESIDENCY

2.1 Age.

It is the policy of Messiah Village that each Resident must be at least sixty-two (62) years of age at the commencement of Occupancy of the Residence.

2.2 Health and Safety.

Each Resident must be capable of complying with the Conditions of Occupancy/Transfer Guideline Policy at the commencement of Occupancy so as to be able to live safely in the Residence, without posing a risk to themselves or others. The Conditions of Occupancy are reflected in the criteria specified on Attachment A.

2.3 Financial.

Resident must have annual income sufficient to pay the anticipated Monthly Service Fee for the Residence selected and to pay normal living expenses outside of the services to be

provided by Messiah Village. Additionally, Resident must have net worth, annual income or long-term care insurance that, in accordance with Messiah Village policy, is sufficient to pay the Entrance Fee and costs related to future care. A Confidential Application which includes a Financial Disclosure Statement must be completed by Resident and will become part of this Agreement. Resident agrees to supply sufficient documentation to substantiate net worth, annual income and long-term care insurance coverage when requested by Messiah Village.

Resident represents that the resources listed in the Application for Residency are and will remain available to pay for the housing, care and services at Messiah Village. Resident agrees to preserve sufficient assets and income to satisfy Resident's financial obligations to Messiah Village and hereby commits not to give, transfer or assign assets or income during Resident's residency to any person, trust or organization unless Resident has retained, in Resident's name, sufficient assets and income to satisfy Resident's financial obligations to Messiah Village for the duration of Resident's residency in Messiah Village.

SECTION 3: RESIDENTIAL RESIDENCE

This Agreement applies to the following Residence at Messiah Village, which has been selected by Resident:

Address _____

Style _____

Designated Occupancy Date _____

Expected Settlement Date _____

Messiah Village shall provide Resident with the Residence, common facilities and services specified in this Agreement, beginning on the Designated Occupancy Date provided to Resident by Messiah Village or the actual occupancy date, whichever is earlier, and continuing until the termination of this Agreement.

3.1 Settlement and Designated Occupancy Date.

The Residence is expected to be available for Occupancy on or about _____, 20__ (the "Designated Occupancy Date"). Resident and Messiah Village shall complete Settlement by that date and the Resident may take possession of the Residence on that date. In the event that the Resident fails to complete Settlement by the Designated Occupancy Date and the Residence is available for Occupancy, then Messiah Village in its sole and absolute discretion may elect to terminate this Agreement in accordance with the termination and refund provisions. If the Residence is available for Occupancy before the Designated Occupancy Date, Resident may take possession on

the first available date. The obligation to pay the Monthly Service Fee shall begin upon Occupancy, and the Entrance Fee must be paid in full at the time of Settlement.

3.2 Extended Designated Occupancy Date.

The Designated Occupancy Date and Settlement may be extended by Messiah Village, in its sole discretion, for a period not to exceed six (6) months (i.e., the “Extended Occupancy Date”). Resident shall be provided notice of any extension of the Designated Occupancy Date by certified mail, addressed to the address of Resident. If, however, the Residence is not ready for Occupancy by the Designated or Extended Occupancy Date, and such delay is due to strikes, fire, unusual delay in construction, act of God or any other cause beyond the control of Messiah Village, then the date of Occupancy shall be further extended for a period of time up to three (3) months. In the event of such an extension, the Extended Occupancy Date shall be treated as the Designated Occupancy Date for all obligations under this Agreement. In the event that Resident fails to take possession on the Extended Occupancy Date, then Messiah Village, in its sole and absolute discretion, may elect to terminate this Agreement in accordance with the termination and refund provisions.

3.3 Right of Occupancy.

Resident shall have the right to occupy the Residence at Messiah Village for so long as Resident satisfies the Conditions of Occupancy/Transfer Guideline Policy, which may be subject to change from time to time due to regulatory or related changes in the law, or operating requirements or conditions. Resident agrees to provide appropriate information regarding Resident’s ability to meet the Conditions of Occupancy, upon request. Resident will abide by Messiah Village’s Transfer Guideline Policy (See Section 10.5. “The Messiah Village Continuum” of this Agreement and Attachment A).

SECTION 4: ENTRANCE FEE REFUND OPTIONS

Messiah Village offers a choice of Entrance Fee Refund Options as set forth in Attachment F “Entrance Fee Refund Options and Descriptions”.

Resident has selected PLAN _____, which is the _____ percent refund option.

Messiah Village reserves the right to limit the number of Residency Agreements for any of the Entrance Fee Refund Options.

SECTION 5: ENTRANCE FEES

By signing this Agreement and choosing the Entrance Fee refund option referred to above, and having selected a Residence, the Resident has agreed to pay a base Entrance Fee price of:

Entrance Fee: \$ _____ [_____ *initials*]

This base Entrance Fee price that the Resident has agreed to pay for the Residence specified in this Agreement will not be increased by Messiah Village after this Agreement is signed by you and is approved by Messiah Village fully executed. However, in the event that the Resident selects upgraded features, makes structural changes, selects a Residence with a basement option or decides to finish the basement, or makes any additional changes that are outside of the base price for the selected Residence, the Resident agrees to pay the additional amount due to Messiah Village for these features and amenities. In accordance with Section 10.1(c) of this Agreement, the Entrance Fee and Monthly Service Fee do not include future health care services.

5.1 Payment Schedule for Completed Residences.

The payment schedule for the Entrance Fee shall be as follows:

(a) Reservation Fee.

Resident has paid the sum of Five Hundred Dollars (\$500) to Messiah Village, representing the amount of the Reservation Fee.

(b) Interim Payment for Structural Upgrades.

If Resident has selected any Structural Upgrades, then Resident shall make an Interim Payment in the sum of \$ _____ [_____ *initials*] upon the commencement of construction of such upgrades. While the costs of Structural Upgrades may not be known at the time of the execution of this Agreement, they will be set forth in Attachment B prior to the commencement of the Structural Upgrades. Resident will be notified by Messiah Village as to when this Interim Payment is due. The estimated date for the Interim Payment, based on the estimated construction schedule is _____, 20____. The charge or value of any Structural Upgrades is considered part of and will be added to the Entrance Fee for purposes of calculating the amortization of the Entrance Fee and any applicable Entrance Fee refunds.. Upon installation, all Structural Upgrades immediately become the property of Messiah Village and shall remain in the Residence after the termination of this Agreement. Failure to make the Interim Payment upon the commencement of construction of the Structural Upgrades, for reasons other than death, illness, injury or incapacity, will result in forfeiture of the Reservation Fee and the termination of this Agreement. The remaining balance of the actual costs of any Structural Upgrades shall be paid as specified below.

(c) Payment for Finishing Upgrades.

If Resident has selected any Finishing Upgrades, then Resident shall pay the non-refundable sum of \$ _____ [_____ *initials*], representing one hundred percent (100%) of the estimated cost of any Finishing Upgrades, upon the commencement of construction or when Resident selects the Finishing Upgrades, whichever is later. Finishing Upgrades will be set forth on Attachment

B. The charge or value of any Finishing Upgrades is not added to or considered part of the Entrance Fee for purposes of calculating the amortization schedule or any applicable Entrance Fee refunds.

(d) Balance of Entrance Fee and Structural Upgrades.

At the time of Settlement, Resident shall pay the sum of \$ _____ [*initials*], representing the remaining balance of the Entrance Fee plus, if applicable, the remaining balance of the cost of the Structural Upgrades. This payment reflects the remaining balance of the total Entrance Fee less the Reservation Fee and, if applicable, the Interim Payment. Failure to pay the total Entrance Fee in full at Settlement, for reasons other than death, illness, injury or incapacity, will result in forfeiture of the Reservation Fee and, if applicable, the Interim Payment, and the termination of this Agreement.

5.2 Payment Schedule for Unbuilt Residences.

The payment schedule for the Entrance Fee shall be as follows:

(a) Ten Percent (10%) Deposit of Entrance Fee.

Resident has paid the sum of \$ _____ [*initials*], representing ten percent (10%) of the Entrance Fee, at the time of executing the Reservation Agreement.

(b) Execution of Residency Agreement.

Resident shall execute this Agreement at the time of Settlement. Failure to execute this Agreement for reasons other than death, illness, injury or incapacity, will result in forfeiture of the Processing Fee and the termination of the Reservation Agreement.

(c) Payment for Unbuilt Apartment Upgrades.

If Resident has selected any Unbuilt Apartment Upgrades, then Resident shall pay the non-refundable sum of \$ _____ [*initials*], representing one hundred percent (100%) of the estimated cost of any Unbuilt Apartment Upgrades, upon the commencement of construction or when Resident selects the Unbuilt Apartment Upgrades, whichever is later. Unbuilt Apartment Upgrades will be set forth on Attachment B. The charge or value of any Unbuilt Apartment Upgrades is not added to or considered part of the Entrance Fee for purposes of calculating the amortization schedule or any applicable Entrance Fee refunds.

(d) Balance of Entrance Fee.

At the time of Settlement, Resident shall pay the sum of \$ _____ [*initials*], representing the remaining balance of the Entrance Fee. This

payment reflects the remaining balance of the total Entrance Fee less the ten percent (10%) of the Entrance Fee deposited. Failure to pay the total Entrance Fee in full at Settlement, for reasons other than death, illness, injury or incapacity, will result in forfeiture of the Processing Fee and the termination of this Agreement.

5.3 Use of Entrance Fee.

Entrance Fees are available to Messiah Village for any corporate purpose and in any manner that is deemed appropriate by Messiah Village in its sole and absolute discretion. No portion of the Entrance Fee shall be held in trust for Resident.

SECTION 6: MONTHLY SERVICE FEE

Resident agrees to pay Messiah Village a Monthly Service Fee in the amount of \$_____ [_____ *initials*] per month for the first person occupying the Residence, plus an additional \$_____ [_____ *initials*] per month for the Double Occupancy Fee. The Monthly Service Fee may be revised periodically as determined by Messiah Village. Messiah Village will provide at least thirty (30) days advance written notice of any changes in the Monthly Service Fee.

6.1 Payment and Due Date.

Messiah Village will mail Resident, on a monthly basis, a billing statement reflecting the Monthly Service Fee. Invoice amounts are due and payable upon receipt of the Monthly Statement. If any Monthly Service Fee or other charges for care or for miscellaneous or ancillary services are not paid by the end of the month in which the billing statement is received, then Messiah Village may elect to exercise its available rights and remedies under this Agreement, including termination. Messiah Village reserves the right to change from time to time how and when its charges are computed, billed or become due, and to bill the Monthly Service Fee in advance for accommodations or services anticipated to be provided.

6.2 Other Charges.

The monthly invoice shall reflect all other charges incurred during the previous month by Resident for services in addition to those included in the Monthly Service Fee. Invoice amounts are due and payable upon receipt of the Monthly Statement.

6.3 Responsibility for Monthly Service Fee.

In situations of Double Occupancy, each Co-Resident shall be jointly and severally liable for each other's financial obligations and for all payments due under this Agreement. If one Co-Resident dies, transfers to another level of living or moves from Messiah Village, both Co-Residents and/or their estates remain jointly and severally liable for all financial obligations incurred by either Co-Resident under this Agreement. In the event one

Co-Resident transfers to Nursing Care, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits.

6.4 Service Charge for Late Payment.

A service charge of one percent (1%) per month will be added to amounts past due at the end of the month in which the billing statement is received, and Resident is obligated to pay any service charges. Resident shall be obligated to pay all actual attorneys' fees and costs incurred by Messiah Village relative to the collection of any amounts past due in excess of ninety (90) days.

SECTION 7: FURNISHINGS AND STRUCTURAL, FINISHING AND UNBUILT APARTMENT UPGRADES AFTER OCCUPANCY

7.1 Furnishings.

Messiah Village shall include in the Residence a range, refrigerator, dishwasher, garbage disposal, microwave oven, washer and dryer, heating and air conditioning subject to the provisions of this Agreement. If, however, Resident resides in a Conestoga studio, the Residence shall include a range, refrigerator, garbage disposal, microwave oven, heating and air conditioning, and Resident shall have access to communal washers and dryers subject to the provisions of this Agreement. If, however, Resident resides in a Bailey Street apartment, the Residence shall include a range, refrigerator, microwave oven, heating and air conditioning, and Resident shall have access to communal washers and dryers subject to the provisions of this Agreement.

7.2 Structural, Finishing and Unbuilt Apartment Upgrades After Occupancy.

Structural, Finishing and Unbuilt Apartment Upgrades may be made to the Residence after Occupancy according to the policy of Messiah Village with approval of management staff for Messiah Village. Any Structural Upgrades will be outlined in Attachment B and will be added to the base Entrance Fee price of the selected Residence and will become the property of Messiah Village. Such changes will be added to the Interim Payment described in Section 5 of this Agreement. Any Finishing or Unbuilt Apartment Upgrades will be outlined in Attachment B and will not be added to the base Entrance Fee price of the selected Residence and will become the property of Messiah Village. The cost of any upgrades made subsequent to Occupancy will be the responsibility of Resident. Maintenance of such upgrades will be the responsibility of Messiah Village. If Resident supplies their own appliance, Messiah Village is not responsible for the maintenance of the appliance.

SECTION 8: COMMON AREAS

Resident may use common areas provided by Messiah Village, subject to rules and regulations as provided in the Resident Handbook. Unless otherwise specified in the Resident Handbook or Ancillary Fee Schedule, access to and use and maintenance of these common areas is included in the Monthly Service Fee.

SECTION 9: AVAILABLE SERVICES

9.1 Food Service.

Meals will be served on a daily basis in a variety of dining venues at Messiah Village. In accordance with the Resident Handbook, and as part of the Monthly Service Fee, Resident will receive a Messiah Lifeways Dining Dollars allowance equal to \$ _____ [*initials*] per month and \$ _____ [*initials*] per month for a second occupant which may be used for purchasing food services on the campus dining venues for themselves and for their guests. The Dining Dollars allowance may be used in any dining venue on the campus. Dining Dollars do not have any actual cash value and the amount may be revised periodically as determined by Messiah Village. Any balance remaining on the last day of each month expires and does not carry forward to the next month. If Resident chooses to opt-out of the Dining Dollars allowance, then Resident shall receive a \$ _____ [*initials*] per month credit against the Monthly Service Fee in situations of Single Occupancy or a \$ _____ [*initials*] per month credit against the Monthly Service Fee in situations of Double Occupancy, which applicable credit will be reflected on the Monthly Statement, and which credit is subject to change from time to time. Residents have the ability to update their Dining Dollars status periodically.

Resident elects to **opt-in** [*initials*] or **opt-out** [*initials*] of the Dining Dollars allowance.

9.2 Utilities.

Messiah Village shall provide the following utilities included in the Monthly Service Fee:

Allegheny and Tuscarora Apartments:

- Water, sewer, and refuse collection
- Basic cable
- Heat and air conditioning
- The following are not included in the Monthly Service Fee and are the responsibility of Resident: electricity for lights, HVAC fans and appliances, telephone and internet

Village Square Apartments:

- Water, sewer, and refuse collection
- Basic cable channels

- All electric including heat and air conditioning is included
- The following are not included in the Monthly Service Fee and are the responsibility of Resident: telephone and internet

Cottages:

- Water, sewer, and refuse collection
- Basic cable
- The following are not included in the Monthly Service Fee and are the responsibility of Resident: electric, gas, telephone and internet

Bailey Street Apartments:

- Water, sewer, and refuse collection
- Basic cable
- All electric including heat and air conditioning is included
- The following are not included in the Monthly Service Fee and are the responsibility of Resident: telephone and internet

9.3 Assessments.

The charges for any real estate taxes or any other assessments against Messiah Village property are included in the Monthly Service Fee and are paid by Messiah Village. The real estate tax is an assessment against the property of Messiah Village. As a matter of notice, in the opinion of the legal counsel of Messiah Village, the portion of the Monthly Service Fee related to real estate taxes would not be deductible as a real estate tax payment on the Resident's federal, state or local tax return.

9.4 Telephone Service.

Messiah Village shall provide each Residence with access to telephone service. All telephone service charges, including connection charges, are not included in the Monthly Service Fee and shall be paid by Resident.

9.5 Cable Television.

Messiah Village shall provide each Residence with access to cable television connection(s) with basic cable service or to similar, alternative service providing for television signal. The cost of basic cable television service is included in the Monthly Service Fee.

9.6 Maintenance and Repair of Equipment.

Messiah Village shall provide necessary repairs, maintenance and replacement of Messiah Village property, equipment and appliances. Repairs, maintenance, and replacement of Resident's property and furnishings shall be the responsibility of Resident and fees for these repairs are not included in the Monthly Service Fee.

9.7 Maintenance of Grounds.

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

9.8 Insurance.

Messiah Village shall provide insurance on Messiah Village property only. Resident is required to obtain and maintain at his/her expense, general liability insurance with coverage limits not less than Three Hundred Thousand Dollars (\$300,000), which amount is subject to change from time to time. Resident is also required to obtain and maintain at his/her expense personal property insurance in an amount sufficient to cover the loss of all property in the Residence. Copies of insurance coverage will be obtained at Settlement.

9.9 Administration.

Messiah Village shall provide administrative services to implement the provisions of this Agreement. Administrative services are included in the Monthly Service Fee.

9.10 Housekeeping.

Routine housekeeping services are available on a fee-for-service basis through Messiah Lifeways At Home, except that residents of Village Square will receive twice monthly housekeeping which is included in the Monthly Service Fee as outlined in the Resident Handbook.

Additional housekeeping services are available to residents of Village Square through Messiah Lifeways At Home for an additional fee based on availability.

9.11 Transportation.

Messiah Village will provide transportation services on campus and between Messiah Village and local commercial services according to the schedule established by Messiah Village. This limited transportation will be included in the Monthly Service Fee in accordance with Messiah Village policy in the Resident Handbook, which is subject to change from time to time. Messiah Village shall make available transportation services for other local destinations in accordance with the schedule established by Messiah Village for an additional fee as outlined in the advertised individual event details..

9.12 Security & Response Call System.

Messiah Village will provide 24-hour security on campus to respond to fire, security or other safety concerns. Resident may also utilize at their expense a response call system. While the response call system may be used to inform staff of a medical emergency, Messiah Village disclaims any and all responsibility for providing emergency medical

care services in the Residence. Messiah Village does not provide in-house Emergency Medical Services (“EMS”) or Emergency Medical Technicians. Physicians and medical personnel are not immediately available within Messiah Village for the purpose of handling medical emergencies. In the event of a medical emergency, Resident shall contact 911 to obtain medical assistance. If, however, the Resident utilizes a response call system to ask Messiah Village staff to call for emergency assistance, then staff will call 911 on resident’s behalf. It is the resident’s responsibility to have a back-up plan in place should a utility outage disable their response call system’s functioning.

9.13 Parking.

Motor vehicle registration is required by Messiah Village for all motor vehicles operated by Resident. Authorization for use and parking is contingent upon Resident registering the motor vehicle with Messiah Village and in compliance with the established rules and policies governing the operation of motor vehicles. Resident shall park any motor vehicle(s) in the garage and/or driveway of the Residence or in designated parking facilities. Street or curbside parking is to be used only in the event of overflow parking. While parking of recreational vehicles, trailers, campers, buses or large trucks is not permitted at Messiah Village, Messiah Village will assist Resident in identifying such parking options off campus.

Underbuilding parking at Village Square is included in the Monthly Service Fee.

9.14 Additional Miscellaneous Services.

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

9.15 Storage Facilities.

Storage facilities shall be available to apartment residents in a designated location. The use of the storage facilities shall be subject to the direction and supervision of Messiah Village. Apartment storage facility is included in the Monthly Service Fee.

9.16 Changes in Services.

Messiah Village reserves the right to alter services and will provide thirty (30) days advance notice of any changes in services or fees.

SECTION 10: THE MESSIAH VILLAGE CONTINUUM

Messiah Village is a Continuing Care Retirement Community (“CCRC”). Messiah Village offers Residential Living cottages and apartments, Nursing Care, Personal Care and access to enrichment and community support services. These services shall be available at an additional charge. Also, Resident shall have priority access to the continuum.

10.1 Nursing Care and Personal Care at Messiah Village.

Messiah Village provides Nursing and Personal Care services as licensed under Pennsylvania law. The Nursing and Personal Care facilities at Messiah Village shall be made available for temporary or permanent illnesses and rehabilitation on a priority access basis so long as Resident meets the financial and all other criteria for admission in accordance with Messiah Village policies. Resident is required to submit an updated Financial Disclosure Statement prior to transfer to Messiah Village's Nursing or Personal Care facilities. Nursing and Personal Care services are an additional charge and will be provided on a fee-for-service basis at rates established by Messiah Village at its sole discretion. In the event that Resident seeks admission on a temporary basis to the Nursing or Personal Care facilities at Messiah Village, the Resident shall sign an admission agreement upon transfer to either of these facilities, and said agreement will supplement the terms of this Agreement. Payment of the Monthly Service Fee will continue to be in effect upon temporary transfer to the Nursing or Personal Care facilities. If Resident seeks admission on a permanent basis to the Nursing or Personal Care facilities, this Agreement shall terminate and Resident shall sign an admission agreement upon transfer to either of these facilities. Upon permanent transfer and Surrender of the Residence, payment of the Monthly Service Fee will cease.

There is no guarantee that space will be available at Messiah Village at the time Resident may require Nursing or Personal Care services. In the event that space is not available, Resident may be transferred to another facility selected by Resident or Messiah Village with accommodations substantially equivalent to the accommodations at Messiah Village for a temporary period and until such time as a space becomes available. These services will be provided on a fee-for-service basis established by such facility at its sole discretion. Should this situation occur, Resident will be granted the next available space at Messiah Village in accordance with Messiah Village's priority admission policies.

(a) Limitation on Services Provided by Messiah Village.

Messiah Village is not designed to care for persons who are afflicted with uncontrolled or untreated mental illness, which requires specialized psychiatric care or services not authorized or permitted under the state regulations, resulting in behavior contrary to the Conditions of Occupancy/Transfer Guideline Policy as determined by Messiah Village, contagious diseases, active alcohol or drug abuse, or other conditions requiring specialty care (including, without limitation, head injury or ventilator care). If Messiah Village determines that Resident's condition is such that Resident is either dangerous or detrimental to the life, health, or safety of Resident, or other residents or persons at Messiah Village, then Messiah Village may transfer Resident to an appropriate external care facility. In the event of temporary transfer to an external care facility, Resident shall continue to pay the Monthly Service Fee in order to reserve the Residence while Resident is away from Messiah Village. Resident shall be responsible for all costs associated with such transfer, including all charges for the care provided to the Resident in the other facility and transportation services. If Resident is discharged from the external care facility and subsequently is unable to meet the Conditions of

Occupancy/Transfer Guideline Policy, then Messiah Village reserves the right to discharge Resident from Messiah Village and to terminate this Agreement in accordance with Section 13.

(b) Health Care Services & Liability for Healthcare Costs.

Subject to Section 10.1(c) below, Resident remains responsible for his/her own Nursing Care, Personal Care and health care services while residing in the Residence. All Nursing Care, Personal Care and health care services of any kind provided to Resident under this Agreement are at an additional charge.

(c) Liability for Health Care Services.

A resident shall not be liable to a health care provider for services rendered under this Agreement if the health care services rendered are services which Messiah Village agreed to furnish to a resident in consideration of the resident's payment of entrance and periodic fees. No future health care services are covered by Resident's payment of the Entrance Fee or Monthly Service Fee.

(d) Temporary Transfer.

(i) Single Occupancy.

During any period of temporary transfer, Resident shall be charged and shall pay the Daily Rate for Personal Care or Nursing Care services and any other additional charges for ancillary or miscellaneous services for Personal Care or Nursing Care at Messiah Village, and shall continue to pay the then current applicable Monthly Service Fee for Resident's Residence. There will be no reduction in the Monthly Service Fee upon temporary transfer. Messiah Village reserves the right to declare the transfer permanent at any time in accordance with the Messiah Village Transfer Guideline Policy (See Attachment A of this Agreement).

(ii) Double Occupancy.

During any period of temporary transfer, the Co-Resident in Personal Care or Nursing Care shall be charged and shall pay the then current Daily Rate for Personal Care or Nursing Care services, and any other additional charges for ancillary or miscellaneous services. The Monthly Service Fee for Double Occupancy shall continue to be due and payable. In situations where one Co-Resident temporarily transfers to Nursing Care, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits. In the event both Co-Residents are temporarily transferred, each Co-Resident shall be charged and shall pay the Daily Rate for Personal Care or Nursing Care services and any additional charges for ancillary or miscellaneous services, and collectively shall be charged and shall pay the

then current Monthly Service Fee for Double Occupancy for their Residence at Messiah Village. Each Co-Resident remains jointly and severally liable for each other's charges. Messiah Village reserves the right to declare any transfer permanent at any time in accordance with the Messiah Village Transfer Guideline Policy (See Attachment A of this Agreement).

(e) **Permanent Transfer.**

(i) **Single Occupancy.**

Upon the permanent transfer of Resident to Personal Care or Nursing Care and Surrender of the Residence at Messiah Village, the obligation to pay the Monthly Service Fee at Messiah Village shall cease, and Resident shall pay only the Daily Rate for Personal Care or Nursing Care services, and any other additional charges for ancillary or miscellaneous services.

ii) **Double Occupancy.**

At the time one Co-Resident is permanently transferred to Personal Care or Nursing Care, the Monthly Service Fee for the Residence shall be reduced to the Monthly Service Fee for Single Occupancy. The Co-Resident in Personal Care or Nursing Care shall be charged and shall pay the applicable Daily Rate for Personal Care or Nursing Care services, and any other additional charges for ancillary or miscellaneous services, and the Co-Resident remaining in the Residence shall be charged and shall pay the Monthly Service Fee for Single Occupancy in the Residence. In situations where one Co-Resident permanently transfers to Nursing Care, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits. In the event both Co-Residents are permanently transferred to Personal Care or Nursing Care, each Co-Resident shall be charged and shall pay the Daily Rate for Personal Care or Nursing Care services, and any other additional charges for ancillary or miscellaneous services. Each Co-Resident remains jointly and severally liable for each other's respective charges. The obligation to pay the Monthly Service Fee of the Residence shall cease upon permanent transfer of both Co-Residents and Surrender of the Residence.

10.2 Nursing or Companion Services.

Subject to the approval of Messiah Village, Resident may utilize the services of private duty nurses, companions or individuals providing personal or nursing care services in the Residence so long as Resident is able to satisfy the Conditions of Occupancy. If required, such services must be approved in advance and documented in Resident's electronic record by Messiah Village. Resident is responsible to make all arrangements and shall pay the cost for such services. The utilization of support services (such as, but not limited

to, Home Care and Adult Day Care) shall not impair the Resident's financial obligations to Messiah Village as reflected on Attachment C. In the event Resident requires continuous care (i.e., twenty-four (24) hours per day), then Messiah Village reserves the right to require that such care be provided to Resident in three (3) shifts. Messiah Village reserves the right to review credentials of all nurses and companions, to approve or prohibit the use of, or to require the discontinuation of such services. As a condition of Messiah Village's approval, all private duty nurses or companions, except for family members, must provide Messiah Village's Residential Living Administrator with an appropriate release and indemnification agreement, proof of workers' compensation and liability insurance, as well as documentation from a physician or other appropriate health care professional that they are free from any disqualifying communicable diseases, and are subject to a criminal background check. To the extent required, Resident shall confirm that any approved private duty nurse, companion, or attending individual, except for a family member, has workers' compensation insurance coverage. In the absence of such coverage, Resident is required to provide workers' compensation insurance to the extent required by law. Services of private duty nurses, nurse assistants or companions may be used so long as Resident is able to satisfy the Conditions of Occupancy/Transfer Guideline Policy. In exchange for Messiah Village's consent to Resident's request for the services of a private duty nurse, companion, or other assistant, Resident shall execute, if requested by Messiah Village, an Aging-in-Place Addendum, which shall be attached to this Agreement and incorporated by reference. Messiah Village reserves the right to terminate Resident's authorization to utilize the services of private duty nurses, nurse assistants or companions in the event that Resident does not comply with the requirements of this section or the Aging-in-Place Addendum, or requires transfer to another level of care. If transfer to another level of care is required, then Messiah Village reserves the right to transfer Resident to another level of care within Messiah Village or to such other external care facility as Messiah Village deems appropriate.

10.3 Hospitalization.

Messiah Village does not provide hospital or acute care. The costs of ambulance or emergency transportation for transfer to a hospital or other acute care provider and the costs of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of Resident.

10.4 Accident or Illness Away From Messiah Village.

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

10.5 Decision to Transfer.

Messiah Village may transfer Resident from and between the Residence and Nursing Care or Personal Care or any other appropriate care facility if it determines that such a move should be made because the Resident no longer satisfies the Conditions of

Occupancy, or for the health and safety of the Resident, for the proper operation of Messiah Village, or to comply with regulations of the Pennsylvania Department of Human Services, the Pennsylvania Department of Health, local regulations of the Fire Department, or any duly constituted authorities or agencies, or otherwise to meet the requirements of law. If Resident is transferred permanently to the Nursing or Personal Care facilities, or to any other appropriate care facility, Messiah Village may declare Resident's Residence vacant and terminate this Agreement. Messiah Village's decision regarding the temporary or permanent nature of any transfer may be made at any time deemed appropriate by Messiah Village. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by Messiah Village following consultation with Resident and Resident's family, and if requested and paid by Resident, Resident's physician pursuant to the Messiah Village Transfer Guideline Policy (see Attachment A).

SECTION 11: FINANCIAL ASSISTANCE

11.1 Future Services.

Messiah Village provides Personal Care and Nursing Care services on a fee-for-service basis. Resident is obligated, to the extent reasonably feasible, to plan to meet and pay the costs of any potential future care needs, recognizing that the cost of Personal Care and Nursing Care services is significantly higher than the Monthly Service Fee for the Residence. If Resident's resources become exhausted, Resident may request financial assistance in accordance with Messiah Village's Statement on Stewardship and Financial Assistance (See Attachment C) and must comply with Messiah Village's financial assistance application process, including the obligation to apply for Medical Assistance benefits, if applicable.

11.2 Inability to Pay.

Messiah Village's Benevolent Care Policy is only a policy and should not be construed as a contractual obligation or right to Resident. Since Messiah Village's Benevolent Care Policy is subject to many variables, it may be changed or amended or discontinued from time to time. The possibility of providing financial assistance should not be construed as an assurance or guarantee of life care by Messiah Village. If financial assistance is initially granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time.

11.3 Change in Financial Status.

Messiah Village may discontinue or reduce any financial assistance if there is a change in Resident's financial circumstances permitting Resident to bear all or an increased portion of the Monthly Service Fee or other charges for Personal Care or Nursing Care services, or if any factual representation by Resident made in the original Application for Residency and related documents or in support of a request for financial assistance is determined to have been materially false or inaccurate, or if the continuation of such

financial assistance will, in Messiah Village's opinion, impair the ability of Messiah Village to attain its objectives while operating on a sound financial basis. Messiah Village shall take into consideration future economic conditions and the ability of Resident's estate to satisfy financial obligations when making a determination regarding Resident's request for financial assistance under this Agreement.

11.4 Disclosure of Financial Information.

Messiah Village reserves the right to require Resident, upon request, to update the financial information disclosed in the Confidential Application for Residency. Such financial disclosure allows Messiah Village to monitor and project financial assistance needs. Resident is required to update all previously disclosed financial information prior to transfer to Nursing Care or Personal Care.

SECTION 12: MARRIAGE AND/OR ADDITIONAL OCCUPANTS

12.1 Non-Resident.

In the event that a single Resident wishes to marry or have another individual share Resident's Residence, the proposed Additional Occupant must file a Confidential Application for Residency, including a Financial Disclosure Statement, to be approved by Messiah Village and must meet all age, financial and other requirements for Residency applicable to all other residents of Messiah Village. Admittance of an Additional Occupant shall be at the sole discretion of Messiah Village and shall be based on the current Admissions Policy of Messiah Village, which are incorporated by reference and are subject to change from time to time. In the event the proposed Additional Occupant does not satisfy the requirements for admission, then the proposed Additional Occupant may request admission under such other terms and conditions as may be acceptable to Messiah Village, or Resident may exercise Resident's option to terminate this Agreement.

12.2 Other Resident.

In the event that Resident desires to marry or cohabit with another Resident of Messiah Village who resides at Messiah Village under a separate Residency Agreement, and together occupy one Residence, Resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two Residences will be occupied jointly and which of the Residences will be vacated. Resident may also designate another Residence that will be occupied jointly should such Residence be available and the admission criteria be satisfied for such Residence. The Residence not designated for joint occupancy must be surrendered on or before the date of the proposed move. Upon transfer, the Monthly Service Fee for Double Occupancy of the designated Residence shall be paid. The Residency Agreements shall be amended to reflect the change in the Residence, the change in the Monthly Service Fee, and any other matters reasonably necessary for the transfer of the Resident to the Residence. In the event the vacating Resident transfers to the Residence already occupied by other Resident, the

refund provisions shall be triggered, and the vacating Resident shall receive a refund, if applicable, in accordance with the refund provisions of this Agreement.

12.3 Divorce/Separation of Married Co-Residents.

In the event that Co-Residents, who were married to each other at the time of the execution of this Agreement, subsequently divorce and a dispute arises between the two Co-Residents over rights to any applicable refund, such refund shall be held by Messiah Village until a legally binding property settlement is available or until the court with jurisdiction over the divorce proceeding shall issue an order to release such funds. The refund will not be paid at the time one Co-Resident permanently vacates the Residence and the other Co-Resident remains in the Residence. The Co-Resident that remains at Messiah Village must retain sufficient assets/resources to provide for his/her future care. Consultation with Messiah Village will be necessary to determine the amount of resources needed for future care. The departing Co-Resident shall remain jointly and severally liable for the remaining Co-Resident's financial obligations under this Agreement.

12.4 Separation of Unmarried Co-Residents.

In the event that one Co-Resident terminates this Agreement for any reason, the terminating Co-Resident must ensure that the Co-Resident who remains at Messiah Village retains and maintains sufficient assets/resources to provide for his/her future care. Consultation with Messiah Village shall be necessary to determine the amount of resources needed for future care. As described in Section 6.3 and Section 13.2(f) of this Agreement, the departing Co-Resident will remain jointly and severally liable for the financial obligations of the remaining Co-Resident.

SECTION 13: TERMINATION OF AGREEMENT

13.1 Termination by Resident.

(a) Rescission Period.

Resident may terminate this Agreement within seven (7) days of execution of this Agreement by signing the attached Notice of Right to Rescind and delivering it to Messiah Village.

(b) Prior to Occupancy.

After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, Resident may terminate this Agreement by delivering written notice to Messiah Village prior to Occupancy. In the event of Resident's death, illness, injury or incapacity prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, then this Agreement shall automatically terminate. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. In situations

of Double Occupancy where one Co-Resident is precluded from taking Occupancy due to death, illness, injury or incapacity, the other Co-Resident may elect to terminate this Agreement. If such Co-Resident elects to take Occupancy of the Residence, then the Monthly Service Fee shall be reduced to the Monthly Service Fee for Single Occupancy.

(c) **After Occupancy.**

After Occupancy, Resident may terminate this Agreement by delivery of advance written notice to Messiah Village at least sixty (60) days prior to the effective date of termination. Resident must Surrender the Residence on or before the effective date of termination.

13.2 Termination by Messiah Village.

(a) **Prior to Occupancy.**

If for whatever reason Messiah Village elects to discontinue operations or for other just cause, Messiah Village may terminate this Agreement at any time prior to Occupancy by providing written notice to Resident prior to the Designated Occupancy Date. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

(b) **After Occupancy.**

Messiah Village may terminate this Agreement upon a determination of just cause and delivery of thirty (30) days written notice to Resident or Resident's representative or such written notice as is reasonable under the circumstances. Just cause shall include, but not be limited to, a default in payment, the submission of any material false information in the application documents, the failure of Resident to maintain health care insurance, the failure of Resident to abide by the Messiah Village rules, regulations, policies and procedures, the breach of any of the other terms of this Agreement, including a change in the liquidity of Resident's assets, such as the purchase of an annuity that impairs Resident's ability to fulfill timely Resident's current financial obligations to Messiah Village as explained further below, or a transfer of assets to an irrevocable trust or any other transfer whereby assets disclosed in Resident's Application for Residency are no longer available in whole or in part to pay for Resident's care and services, or a good faith determination in writing signed by Messiah Village's Medical Director and Administrator that Resident's continued Occupancy in the Residence either creates a serious threat or danger to the Resident's life, health or safety or creates a serious threat or danger to the life, health, safety or peaceful enjoyment of other residents or persons at Messiah Village. If Resident substantially impairs his/her ability to fulfill timely his/her financial obligations to Messiah Village due to a change in the liquidity of Resident's assets or a transfer of assets to an irrevocable trust or any other transfer, then Messiah Village may terminate this Agreement following an

opportunity to cure. If Resident fails to cure or correct the non-compliance within a period as determined by Messiah Village and to Messiah Village's satisfaction, then Messiah Village may terminate this Agreement for just cause upon thirty (30) days written notice to Resident or Resident's representative. In situations where continued Occupancy threatens the life, health, safety or peaceful enjoyment of the Resident or other residents, only such notice as is reasonably practicable under the circumstances will be provided Resident or Resident's representative, and termination may be effective immediately. The refund provisions of this Agreement shall apply to terminations for just cause in the same manner as such provisions would apply to any other termination.

(c) **Termination by Death.**

Following the death of Resident, this Agreement shall terminate when the Residence has been surrendered to Messiah Village. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. In situations of Double Occupancy, the death of one Co-Resident shall not terminate this Agreement. Upon the death of one Co-Resident, the Monthly Service Fee for Occupancy of the Residence shall be reduced to the Monthly Service Fee for Single Occupancy, and all other provisions of this Agreement shall remain in force.

(d) **Termination Upon Permanent Transfer.**

Messiah Village may terminate this Agreement if it determines the Resident should move permanently to Nursing Care or Personal Care or another appropriate facility because of the health and safety of the Resident, for the proper operation of Messiah Village, or to comply with regulations of the Pennsylvania Department of Human Services, the Pennsylvania Department of Health, local regulations of the Fire Department or any other duly constituted authorities or agencies, or otherwise to meet the requirements of law. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by Messiah Village following consultation with Resident and Resident's family, and if requested and paid by Resident, Resident's physician. In the case of Double Occupancy, this Agreement shall terminate only as to the transferring Co-Resident. The Co-Resident remaining in the Residence shall pay the Monthly Service Fee for Single Occupancy. No refund shall be due so long as the remaining Co-Resident continues to reside in the Residence and until all other conditions for a refund have been satisfied.

(e) **Surrender.**

The obligation to pay the Monthly Service Fee shall continue until the Residence has been surrendered by Resident, or in the case of death, by the estate or family of Resident. Surrender of the Residence shall be complete when Resident has ceased to occupy it, has removed all possessions from it, and has turned the keys and other required items over to Messiah Village as indicated in the

Acknowledgement for Resident Residence and Belongings Release Form. Resident shall Surrender the Residence within sixty (60) days of death, discharge or permanent transfer. If the Resident fails to Surrender the Residence in accordance with this timing, Messiah Village may remove the Resident's possessions and the cost of such removal, storage and/or disposal shall be paid by the Resident or Resident's estate.

(f) Further Obligations and Release Upon Termination.

Upon termination of this Agreement, Messiah Village is released from any further obligations to Resident except for the delivery of personal property as limited by this Agreement, and the payment of any refund, if any refund is due. Resident is released from any further obligations to Messiah Village after all of Resident's financial and indemnification obligations have been met under this Agreement. The provisions of Section 6.3 addressing joint and several liability for the financial obligations of Co-Residents and the indemnification provision reflected in Section 23 survive the termination of this Agreement and shall remain in full force and effect.

SECTION 14: REFUND OF ENTRANCE FEE

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

14.1 Termination Before Occupancy.

Any Entrance Fee payments and, if applicable, any payments for Finishing Upgrades will be refunded in full if Resident rescinds this Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of this Agreement by Resident's death before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; or in the event Resident is precluded from taking Occupancy because of illness, injury, or incapacity prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then Messiah Village will make a full refund of all Entrance Fee payments less any amounts deducted to cover expenses incurred by Messiah Village at the specific written request of Resident. If Resident does not terminate this Agreement within the seven (7) day rescission period, but does terminate prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, while not precluded from taking Occupancy by illness, injury, incapacity, or death; then for a completed residence, Messiah Village shall retain and Resident shall forfeit the Reservation Fee and, if applicable, the Interim Payment; and for an unbuilt residence, Messiah Village shall retain and Resident shall forfeit the Processing Fee. The balance of any Entrance Fee payments will be refunded to Resident in accordance with the refund provisions of this Agreement. Where two individuals have signed this Agreement for Double Occupancy, the death of one Co-Resident shall not constitute termination of this Agreement, and no refund shall be due. In the event of the termination of this Agreement by Messiah Village before the Designated Occupancy Date

or actual date of Occupancy, whichever is earlier; then Messiah Village shall make a full refund of all Entrance Fee payments and the Reservation Fee.

14.2 Termination After Occupancy.

(a) Plan A – Zero Percent Refundable Plan.

In the event of termination of this Agreement during the fifty (50) month amortization period, Resident will be entitled to a refund of the unamortized portion of the Entrance Fee. After the lapse of the fifty (50) month amortization period, Resident will not be entitled to a refund of any portion of the Entrance Fee. The amortization period shall cease on the last day of the month in which the Residence is surrendered. All refunds are subject to deductions for the amount of any financial assistance subsidy provided to Resident by Messiah Village, and/or any amounts necessary to cover costs incurred by Messiah Village to refurbish, restore or repair the Residence in the event of unreasonable wear and tear, and/or costs incurred at Resident's specific request, and/or any unpaid charges. All refunds shall be paid to Resident or Resident's estate in accordance with Section 14.5 of this Agreement.

(b) Plan B – 50% Refundable Plan.

In the event of termination of this Agreement during the fifty (50) month amortization period, Resident will be entitled to a refund of fifty percent (50%) of the Entrance Fee plus the unamortized portion. After the lapse of the fifty (50) month amortization period, Resident will be eligible for a refund of fifty percent (50%) of the Entrance Fee. The amortization period shall cease on the last day of the month in which the Residence is surrendered. All refunds are subject to deductions for the amount of any financial assistance subsidy provided to Resident by Messiah Village, and/or any amounts necessary to cover costs incurred by Messiah Village to refurbish, restore or repair the Residence in the event of unreasonable wear and tear, and/or costs incurred at Resident's specific request, and/or any unpaid charges. All refunds shall be paid to Resident or Resident's estate in accordance with Section 14.5 of this Agreement.

(c) Plan C – 90% Refundable Plan.

Ten percent (10%) of the Entrance Fee shall be immediately amortized in full by Messiah Village upon the Designated Occupancy Date or Occupancy, whichever is earlier, and shall not be available as a refund. Upon termination of this Agreement, the remaining ninety percent (90%) of the Entrance Fee will be refunded. All refunds are subject to deductions for the amount of any financial assistance subsidy provided to Resident by Messiah Village, and/or any amounts necessary to cover costs incurred by Messiah Village to refurbish, restore or repair

the Residence in the event of unreasonable wear and tear, and/or costs incurred at Resident's specific request, and/or any unpaid charges. All refunds shall be paid to Resident or Resident's estate in accordance with Section 14.5 of this Agreement.

14.3 Double Occupancy – Limitation on Availability of Refund.

It is the intention of the parties that any applicable refund will only be made in accordance with Section 14.5 after the last surviving Co-Resident vacates and surrenders the Residence, and this Agreement is terminated. In situations of Double Occupancy where one Co-Resident is transferred to Nursing Care and becomes eligible for Medical Assistance, no potential refund shall be available to pay for nursing care services. If, however, the Department of Human Services ("DHS") construes any potential refund as an available resource, or if any court, administrative agency, or other appropriate tribunal having jurisdiction determines that Section 14.5 is contrary to law or Medical Assistance eligibility requirements, then Messiah Village shall make available the amount determined by DHS or other appropriate tribunal as an available resource as a refund, and apply such refund to the payment of nursing care services for the particular Co-Resident.

14.4 No Accrual of Interest.

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

14.5 Conditions and Due Date for Payment of Refund.

Prior to Occupancy, all applicable refunds will be made within thirty (30) days of the termination of this Agreement. After Occupancy, all applicable refunds will be made only after the Residence has been surrendered and re-occupied by another resident from whom Messiah Village has received full payment of the applicable Entrance Fee, and the termination of this Agreement. The amount of any refund due will be calculated by the date of the Surrender of the Residence. In the event that Resident permanently transfers to Personal Care or Nursing Care, the amount of any refund due will be calculated by reference to the date Messiah Village declares the transfer to be permanent. The surrender date shall be construed to be the last day of the month in which the Residence was effectively surrendered. As long as Resident continues to occupy any residence at Messiah Village, no refund shall be due under this Agreement and no refund shall be paid until the death, permanent transfer, discharge or voluntary departure of the Resident, or in situations of Double Occupancy, Surrender of the Residence by both Co-Residents.

14.6 Distribution of Refund Upon Death.

(a) Single Occupancy.

Subject to Section 14.6(c) below, refunds to Resident's estate shall be made to the duly appointed representative of the estate after proof of such appointment is

provided to Messiah Village in the form of a certified copy of the testamentary letters confirming such appointment.

(b) Double Occupancy.

In situations of Double Occupancy, any applicable refund shall be paid by Messiah Village to the estate of the last surviving Co-Resident unless otherwise agreed in writing.

(c) Resident Predeceases Spouse in Personal Care or Nursing Care.

In the event the Resident predeceases his/her spouse who is currently residing in Personal Care or Nursing Care, and such spouse was not a party to this Agreement, then no refund of any applicable portion of the Entrance Fee will be due or paid to Resident's estate at that time. Instead, an amount equal to the refund that otherwise would be payable to Resident's estate as determined by the applicable Entrance Fee Refund Option specified in Section 4 will be established as a credit. The credit shall be available to pay the charges for the spouse's care in Personal Care and Nursing Care. Messiah Village shall continue to apply the credit to pay any outstanding charges until the termination of the spouse's applicable admission agreement(s), unless such credit is exhausted prior to termination. In the event the credit is exhausted prior to termination, then the spouse shall utilize any other available assets to pay in full the charges for such spouse's care in Personal Care and/or Nursing Care. Any portion of the credit remaining upon the termination of the spouse's admission agreement due to such spouse's death, transfer, discharge or voluntary departure from Messiah Village shall become available as a refund to the spouse or the spouse's estate.

SECTION 15: OPTION TO MOVE TO ANOTHER RESIDENCE

15.1 Option After Occupancy.

After Occupancy, Resident may request to exercise an option to move to another Residence, if and when another Residence becomes available, in accordance with the terms and conditions set forth in this section. Messiah Village reserves the right to disapprove Resident's request to move. In the event Resident desires to exercise the option to move to another Residence, Resident must notify Messiah Village in writing of the Residence desired.

15.2 Costs of Election to Move.

In the event Resident moves from one Residence to another, the Resident shall pay a Refurbishment Fee for the Residence the Resident is moving to. Messiah Village shall calculate the amount of the Refurbishment Fee and the amount of the Entrance Fee

Refund associated with a move to a Residence with a lower Entrance Fee, if applicable. Messiah Village shall also calculate the adjustments to the guaranteed refund amount, if any; and the adjustments to the Entrance Fee amortization schedule, if any, all in accordance with the methodology set forth in Attachment D of this Agreement.

15.3 Option to Move Addendum.

In the event Resident receives approval from Messiah Village to move to another Residence, Resident shall sign an Addendum to this Agreement reflecting all costs and charges related to exercising the option to move, including the Monthly Service Fee for the selected Residence and the amortization schedule for the selected Residence.

SECTION 16: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

16.1 Legal Guardian.

If, in the opinion of Messiah Village, Resident becomes incapacitated or unable to properly care for self or property or both, and no representative has been lawfully designated to act on behalf of Resident or the lawfully designated representative is unavailable or unable to act on behalf of Resident, then Messiah Village shall have the option to institute legal proceedings to adjudicate Resident incapacitated and have a guardian appointed for Resident's estate. Resident authorizes Messiah Village to nominate a legal guardian to serve, subject to court approval, and Resident releases Messiah Village from any liability related to the nomination. All costs of such legal proceedings, including actual legal fees, shall be paid by Resident or the legally appointed guardian of Resident's estate.

16.2 Powers of Attorney & Advance Directives.

(a) Power of Attorney.

Resident shall furnish Messiah Village, no later than the date of Occupancy, a durable, Financial Power of Attorney executed by Resident, which shall be maintained in the files of Messiah Village. Resident is encouraged but not required to furnish Community, no later than the date of Occupancy, a durable Health Care Power of Attorney executed by Resident, which shall also be maintained in the files of Messiah Village. The name and address of the designated Power of Attorney is:

Resident: _____

Co-Resident: _____

In the event that a change in Power of Attorney occurs, Resident shall furnish Messiah Village the revised durable Financial and/or Health Care Power of Attorney executed by the Resident.

(b) Living Will.

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

SECTION 17: RIGHTS AND OBLIGATIONS OF RESIDENT

17.1 Right of Self-Organization.

Residents of Messiah Village shall have the right of self-organization. A representative designated by the Board of Directors of Messiah Village shall hold quarterly or more frequent meetings with the residents of Messiah Village for the purpose of free discussion of various topics as they apply to Messiah Village. At least seven (7) days notice shall be given prior to such meetings.

17.2 Right to Receive Disclosure Statements.

Messiah Village shall make available to Resident at the time of the execution of this Agreement, and at least annually thereafter, a copy of its Disclosure Statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984 ("Act 82").

17.3 Guest Privileges.

Resident shall be authorized to entertain and accommodate guests in accordance with Messiah Village guest policy as reflected in the Resident Handbook. This policy is subject to change from time to time.

17.4 Rights to Property/Subordination.

The rights and privileges granted to Resident do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Messiah Village or any of its affiliates or subsidiaries. Resident rights are primarily for services, with a contractual right of Occupancy. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between Messiah Village or its affiliates or subsidiaries. Any rights, privileges, or benefits under this Agreement shall be subordinate to any existing or subsequent mortgages or deeds of trust on any of the premises or to any other interest in the real property of Messiah Village or its affiliates or subsidiaries and to all amendments, modifications, replacements, or refinancing of any existing or subsequent mortgages or deeds of trust or any other comparable interests. Upon request Resident shall execute and deliver any document that is required by Messiah Village, or by the holder of any such mortgages or deeds of trust or similar interests, to effect such subordination or to evidence the same.

17.5 Inspection of Residence and Right of Entry.

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

17.6 Housekeeping/Housecleaning Responsibilities.

Resident shall maintain the Residence (including porch, patio, balcony, deck, garage and immediate area) in a clean, sanitary, and orderly condition. If Resident does not maintain the Residence in a reasonable manner as determined by Messiah Village, then after notice to Resident, Messiah Village shall have the right to maintain the Residence, and the cost of such additional cleaning or maintenance shall be charged to Resident.

17.7 Health Insurance and Third-Party Payments.

(a) **Required Insurance.**

Messiah Village expects that some of the cost of medicines, medical or nursing services or equipment provided for Resident under this Agreement may be paid by present or future federal, state, municipal, or private plans or programs of health care insurance, including, without limitation, the benefits available through Social Security programs (commonly known as “Medicare A, B and D”). Resident is encouraged to carry health care insurance for protection from medical risks and is required to obtain prior to Occupancy and maintain in force at Resident’s expense maximum coverage available under the federal government social security health insurance program known as “Medicare A, B and D”, or an equivalent policy, including a Medicare Advantage Plan, and at least one supplemental co-pay health insurance policy with Medicare co-insurance coverage for skilled nursing facility care, (commonly known as “Medigap” insurance), or an equivalent policy as approved by Messiah Village. For a resident under age 65, a substitute basic insurance coverage policy is required. If proceeds from Medicare and the co-pay health insurance policies are allowable for nursing or related care provided by Messiah Village, those proceeds shall be paid to Messiah Village directly if billed directly by Messiah Village. Proof of such insurance must be provided at the time of application and prior to residency. In the event Resident fails to maintain in force, because of failure to make premium payments, such health care insurance after Occupancy, Messiah Village reserves the right to make such payments for purposes of maintaining such insurance in force for Resident’s benefit. The payment by Messiah Village of Resident’s insurance premium shall not be construed as a waiver of Messiah Village’s right to terminate this Agreement if Resident refuses or fails to maintain the required insurance. Resident is obligated to reimburse Messiah Village for such payments made on behalf of Resident and the cost of such premium shall be added to the amount of the Monthly Service Fee.

(b) **Assignment of Required Insurance and Third-Party Payments.**

If Resident becomes eligible to receive payments from any third party for services provided under this Agreement by Messiah Village, Resident shall at all times cooperate fully with Messiah Village and each third-party payor so that Messiah Village may make claim for and receive any applicable third party payments. Messiah Village has the right to any applicable benefits payable to Messiah Village under the insurance coverages required by this Agreement.

(c) **Long-Term Care Insurance.**

In the event that the Resident has a long-term care insurance policy, as reflected on the application documents, the Resident shall maintain such policy in full force and effect unless Resident receives Messiah Village’s consent to cancel the policy. Resident agrees to name Messiah Village as an additional party to be notified to

receive notice of a lapse or cancellation of any long-term care insurance policies for nonpayment of premium.

17.8 Automobile Insurance.

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

17.9 Reduction of Income or Other Resources.

Resident shall make every reasonable effort to meet his/her financial obligations to Messiah Village. Resident shall not transfer control of assets or property for less than fair market value or make any gifts subsequent to the date of the Application for Residency, and shall not make any such transfer or gifts after Occupancy, including a transfer of assets to an irrevocable trust, or change the liquidity of Resident's assets in any manner, including the purchase of an annuity, which would substantially impair Resident's ability to fulfill timely Resident's financial obligations to Messiah Village or the ability of Resident's estate to satisfy Resident's financial obligations to Messiah Village. Voluntary or irresponsible depletion of resources represented to be available to pay for Resident's housing and future care may adversely affect Resident's application for financial assistance as well as Resident's priority access privileges to the services available at Messiah Village. In the event Resident substantially impairs his/her ability to fulfill timely his/her financial obligations to Messiah Village, then Messiah Village may terminate this Agreement for just cause following an opportunity to cure. If Resident fails to cure or correct the non-compliance within a period as determined by Messiah Village and to Messiah Village's satisfaction, then Messiah Village may terminate this Agreement for just cause upon thirty (30) days written notice to Resident or Resident's representative. If Resident fails to cure within the afforded time and Messiah Village decides not to terminate this Agreement, then Resident shall not have access to or the ability to transfer to another level of care within Messiah Village's community, and Resident shall not be eligible for financial assistance. Our decision not to terminate this Agreement shall not be construed as a waiver of our right to terminate at a later date.

17.10 Medical Examinations.

Messiah Village encourages Resident to submit the results of a medical examination to Messiah Village after Occupancy and every two (2) years thereafter. Resident is responsible for paying the cost of such medical examinations.

17.11 Responsibility for Property Damage to Messiah Village.

(a) **Responsibility for Condition of Residence Upon Termination.**

Upon termination of this Agreement, Resident shall vacate and Surrender the Residence and leave it in as good condition as the date of Occupancy except for reasonable wear and tear. If the Residence is damaged beyond ordinary wear and tear, the costs of repair shall be the obligation of Resident and such costs shall be billed directly to Resident or Resident's estate, or alternatively, deducted from any refund that may be due.

(b) **Property Damages Caused by Resident.**

Any loss or damage to real or personal property of Messiah Village caused by Resident or Resident's guests shall be paid for by Resident or Resident's estate.

17.12 Release Regarding Conduct of Other Residents or Guests.

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

17.13 Responsibility for Resident's Personal Property.

Messiah Village shall not be responsible for the loss or damage due to fire, theft, or other causes of any property belonging to Resident or Resident's estate or Resident's guests, including motor vehicles. Resident shall have the responsibility to provide such insurance, as Resident deems necessary to protect against any such losses. No personal property insurance is provided to Resident of Messiah Village, and Resident bears the risk of any damage or loss to personal property held in storage by Messiah Village.

17.14 Rules, Regulations, Policies and Procedures.

Resident shall cooperate fully with Messiah Village to maintain the Residence and common facilities in a neat and orderly manner, and shall comply with all rules, regulations, policies and procedures established by Messiah Village. Messiah Village's rules, regulations, policies and procedures are set forth in the Resident Handbook, and other publications or documents of Messiah Village, and are subject to change from time to time.

17.15 Rights of Resident Are Personal and Non-Transferable.

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

SECTION 18: AVERAGE ANNUAL COST OF PROVIDING SERVICES

The average annual cost of providing care and services during the most recent twelve (12) month period for which a report is available is reflected in Messiah Village's Disclosure Statement, which is made available to Resident on an annual basis.

SECTION 19: CASUALTY LOSS

In the event the Residence occupied by Resident or the building in which the Residence is located, is destroyed or is damaged by fire or other casualty so as to render the Residence generally unfit for Occupancy, Messiah Village will endeavor in good faith to rebuild and replace the Residence and/or building with substantially similar accommodations unless doing so would threaten its financial viability. In the unlikely event that Messiah Village determines that rebuilding threatens its financial viability so as to preclude replacement of the Residence or building, then Messiah Village will strive to develop an alternative restoration plan in which Messiah Village will exercise its best efforts to locate, identify or provide, if financially feasible as determined by Messiah Village, reasonable alternative accommodations for any resident affected by such a catastrophic loss. If Messiah Village elects to terminate this Agreement, written notice of termination shall be given to Resident as soon as is reasonably possible from the date of the damage to the Residence. Any applicable refund due to Resident in accordance with Section 14 shall be paid to Resident in full upon any such termination. If notice of termination is not given, or if the damage does not render the Residence unfit for Occupancy, Messiah Village shall be obligated to rebuild or repair the damage to the Residence as soon as reasonably possible for Occupancy by Resident, and this Agreement shall remain effective unless the parties may otherwise mutually agree. In the event Resident is unable to occupy the Residence for any period of time during any reasonably necessary period of restoration of the Residence, the Monthly Service Fee shall be suspended or reduced proportionately and the amortization of the Entrance Fee shall be suspended, unless a vacant Residence is available for temporary Occupancy by Resident. Resident shall relocate, with reasonable administrative and coordinating assistance from Messiah Village, to temporary housing or an alternative Residence during any reasonably necessary period of repairs. Resident shall pay the costs associated with the temporary housing or Residence. Messiah Village will seek to mitigate such costs through its casualty loss insurance coverage and shall pay to Resident an allocable portion, if any, of such insurance coverage so designated and actually paid by the applicable insurance carrier to Messiah Village. Messiah Village shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Residence, or the interruption in use of the Residence, or the termination of this Agreement by reason of the destruction of the Residence or building.

SECTION 20: RENOVATION OF RESIDENCE

Messiah Village reserves the right to relocate Resident to another residence within the Community in the event the Residence occupied by Resident or the building in which the Residence is located is subject to renovation. In such an event, Resident shall relocate to a residence that is substantially similar to the Residence designated under this Agreement. In the event of such relocation, Messiah Village shall assume responsibility for Resident's reasonable

moving costs. During temporary occupancy of the other residence, Resident shall pay the Monthly Service Fee applicable to that residence. Upon completion of the renovations, Resident may, subject to Messiah Village's approval, elect to remain in the residence Resident has occupied on a temporary basis, or return to the renovated Residence or the renovated building in which the Residence is located. If Resident, subject to Messiah Village's approval, chooses to remain in the residence Resident has been occupying, then Resident shall continue to pay the applicable Monthly Service Fee, and any applicable refund due to Resident upon the termination of this Agreement shall be based on the Surrender of that residence. In the event Resident, subject to Messiah Village's approval, chooses to return to the renovated Residence or the building in which the Residence is located, resident shall sign an Addendum to this Agreement reflecting all costs and charges related to exercising the option to move, including the Monthly Service Fee for the selected Residence and the amortization schedule for the selected Residence-see sections 15.2 and 15.3.

SECTION 21: SEVERABILITY

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

SECTION 22: ACTS OF FORBEARANCE

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

SECTION 23: ENTIRE AGREEMENT

This Agreement and any applicable addendum(s) constitute the entire Agreement between Messiah Village and Resident. Messiah Village shall not be responsible or liable for any statements, representations or promises made by any person representing or purporting to represent Messiah Village, unless such statements, representations or promises are set forth in this Agreement. Any brochures or advertisements describing Messiah Village are for the purpose of inviting inquiries only and are not to be relied upon as legally or contractually binding. Resident may not amend this Agreement except by a subsequent written agreement executed by the parties.

SECTION 24: INDEMNIFICATION

Resident shall indemnify and hold Messiah Village harmless from and against, and is responsible to pay for, any damages, including Messiah Village's attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification, resulting from any injury to or death of any person or other resident, or resulting from any damage to or loss of the property of any person or resident, caused by Resident's acts or omissions, to the fullest extent permitted by law.

SECTION 25: SUBROGATION

In the event Resident is physically injured by an individual or entity not a party to this Agreement, Resident grants to Messiah Village a right of subrogation, and authorizes Messiah Village to bring such demands, claims or legal proceedings in the name of or on behalf of Resident for purposes of recovering from any third party or third party’s insurer responsible for Resident’s injury, the dollar value of all care provided by Messiah Village to Resident as a result of any such injury. Resident shall cooperate and sign any documents necessary to facilitate Messiah Village’s ability to exercise its subrogation right.

SECTION 26: NOTICE

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

To Messiah Village:

Messiah Lifeways at Messiah Village
100 Mt. Allen Drive
Mechanicsburg, PA 17055

To Resident (Before Occupancy):

To Co-Resident (Before Occupancy):

After Occupancy, notice will be provided to Resident at the Residence specified in this Agreement.

SECTION 27: MESSIAH VILLAGE DISPUTE RESOLUTION PROCEDURE

27.1 Reporting Complaints.

If Resident believes that he/she is being mistreated in any way or Resident's rights have been or are being violated by staff or another resident, Resident shall make his or her complaint known to the management staff of Messiah Village and follow Messiah Village's grievance procedure as described in the Messiah Village Resident Handbook or other similar documents made available by Messiah Village. Resident must first notify Messiah Village of any such complaints, and provide Messiah Village with sixty (60) days to resolve the complaint satisfactorily to Resident before Resident may pursue mediation and/or arbitration as reflected on Attachment G.

SECTION 28: MISCELLANEOUS PROVISIONS

28.1 Resident Continuing Disclosure Obligation.

The information regarding Resident's age and financial affairs and Resident's ability to meet the Conditions of Occupancy/Transfer Guideline Policy submitted by Resident in the forms and related application documents constitutes a material part of this Agreement, and that information is incorporated as a part of this Agreement. Resident acknowledges that the submission of false information shall constitute grounds for the termination of this Agreement. Resident must disclose any material changes in the Resident's financial situation or Resident's ability to meet the Conditions of Occupancy/Transfer Guideline Policy before and after Occupancy. Messiah Village may from time to time request verified financial statements and copies of tax returns from Resident. The failure to make such disclosure may, in our judgement, constitute grounds to terminate this Agreement.

28.2 Receipt of Disclosure Statement and Resident Handbook.

Resident acknowledges receiving a copy of Messiah Village's annual Disclosure Statement and Resident Handbook prior to signing this Agreement. The Resident Handbook is subject to change from time to time and shall not be construed as imposing any contractual obligations on Messiah Village or granting any contractual rights to Resident.

28.3 Messiah Village Modification of Agreement and Policies.

Messiah Village reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to make modifications in its rules, regulations, policies and procedures.

28.4 Binding Effect.

This Agreement shall bind and serve to benefit the legal representatives, successors and assigns of Messiah Village, and the heirs, executors, administrators and assigns of Resident.

28.5 Governing Law.

Unless otherwise provided herein, this Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

28.6 Non-Waiver of Act 82.

No act, agreement or statement of Resident, or of an individual purchasing care for Resident under this Agreement or any agreement to furnish care to the Resident, shall constitute a valid waiver of any provision of Act 82 which is intended for the benefit or protection of the Resident or the individual purchasing care for the Resident.

28.7 Limitations on Private Cause of Action.

Resident may not file or maintain an action under Act 82 if Resident, before filing the action, received an offer, approved by the Insurance Commissioner, to refund all amounts paid by Resident to Messiah Village, the facility or person alleged to have violated Act 82 together with interest from the date of payment, less the reasonable value of care and lodging provided prior to receipt of the offer and Resident failed to accept the offer within thirty (30) days of its receipt.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE]**

AGREEMENT AUTHORIZATIONS AND SIGNATURES

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

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

Attest:

**MESSIAH HOME D/B/A MESSIAH
LIFEWAYS AT MESSIAH VILLAGE**

By: _____

Title: _____

Resident

Co-Resident

NOTICE OF RIGHT TO RESCIND

Date rescission period begins (at time of Reservation): _____.
Resident may rescind and terminate this Residency Agreement without penalty or forfeiture within seven (7) days of the above date. No other agreement or statement you sign shall constitute a waiver of your right to rescind this Agreement within this seven (7) day period.

To rescind this Residency Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, facsimile or email stating your desire to rescind to the following address:

Messiah Lifeways at Messiah Village
100 Mt. Allen Drive
Mechanicsburg, PA 17055
Fax: (717) 790-8200
Email: life@messiahlifeways.org

Not later than midnight of _____ (last day for rescission).

Pursuant to this notice, I hereby cancel this Residency Agreement.

Date: _____

Resident's Signature

Attachment A:

Messiah Village Conditions of Occupancy/Transfer Guideline Policy

FROM THE RESIDENCE

Messiah Village may transfer Resident from and between the Residence and Nursing Care or Personal Care or any other appropriate care facility if it determines that such a move should be made because of the health and safety of the Resident or other persons, for the proper operation of Messiah Village, or to comply with regulations of the Pennsylvania Department of Human Services, the Pennsylvania Department of Health, local regulations of the Fire Department, or any duly constituted authorities or agencies, or otherwise to meet the requirements of law. If Resident is transferred permanently to the Nursing or Personal Care facilities of Messiah Village, or to any other appropriate facility authorized under this Agreement, Messiah Village may declare Resident's Residence vacant and terminate this Agreement. Messiah Village's decision regarding the temporary or permanent nature of any transfer may be made at any time deemed appropriate by Messiah Village. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by Messiah Village following consultation with Resident and Resident's family, and Resident's physician.

FROM THE HEALTH AND WELLNESS PHILOSOPHY

Residents of Messiah Village are individuals who have the right to make their own choices and decisions regarding their health care. It is the intent of Messiah Village to promote the overall well-being of its residents by providing a continuum of care and services that meets their physical and psychosocial needs at whatever level of functioning they may be. When a change in Resident's health status or abilities necessitates a transfer to another level of living or care, the decision will be made in concert with the Resident and the attending physician with the utmost compassion and respect for the Resident recognizing that the opinion of the Resident and the advice of family and Resident's physician are advisory only and shall not be binding on Messiah Village.

BASIS FOR TRANSFER DECISION

The decision for a Resident to transfer to another level of living is based on the following:

- The Resident's ability to meet the criteria reflected in this policy.
- The Resident's safety.
- How the Resident affects the health, safety and welfare of other residents.
- The Resident's ability to pay for present and future care.

PROCEDURE

How is a potential need for a transfer identified?

- The Resident may request a move.
- The family or Power of Attorney may request support from the staff to encourage a move.
- The management staff of Messiah Village will review “at risk” residents and evaluate observations and recommendations of other staff members, Resident, relatives, other persons and other monitoring systems to determine if Resident meets the criteria as reflected below.

CRITERIA

The following are expectations of those living in Residential Living. Failure to maintain any one of these expectations criteria under any of the following headings may warrant a transfer to another level of care, or an expectation for supplemental/support services to be secured.

Mobility & Safety

- Ability to maneuver a wheelchair or other assisted device in a way that does not interfere with the safety of others.
- Ability to evacuate independently or with assistance from Co-Resident or caregiver to ensure your safety and the safety of others in the case of an emergency.
- Ability to manage household tasks.

Hygiene

- Ability to maintain personal cleanliness that does not offend others, including residents and staff.
- Ability to manage incontinence in their Residence so that others are not offended or that common areas are not soiled.

Nutrition

- Ability to maintain adequate nutrition as evidenced by maintenance of historic weight levels appropriate for height.

Memory & Behavior

- Oriented to time and place as evidenced by ability to find Residence.
- Ability to oversee personal affairs (financial matters, medical appointments).
- Does not exhibit socially offensive or aggressive behaviors in a communal setting that would be harmful to oneself or others and/or threaten the safety, well-being, or peaceful enjoyment of others.
- Does not engage in hazardous behavior, such as wandering or leaving the stove on unattended for long periods of time.

Taking Medication

- Ability to take the proper medication and dose at the appropriate time.
- Ability to follow physician orders as written

Safety

- Knows how to respond appropriately to emergency situations.
- Does not engage in behaviors that staff consider dangerous to the Resident or others.
- Ability to maintain a clean and safe Residence.

REASONABLE ACCOMMODATIONS**Co-Resident Support**

- Co-Residents living together in Residences are subject to the same criteria as stated above except that if the Co-Residents desire to remain together in their Residence, one Co-Resident needs to ensure that he/she can maintain the safety and key criteria as outlined above for both and that the safety of others cannot be affected. The person accepting this responsibility accepts responsibility for the safety and key criteria as outlined above for the other Co-Resident 24 hours per day, including when the Co-Residents are not together. The Co-Resident giving care may need to engage home care or family help in order to provide care around the clock.

Private Duty Nursing or Companion Services

- In accordance with Section 10.2 of this Agreement, Resident, subject to the approval of Messiah Village, may utilize the services of private duty nurses or companions for the provision of support services in the Residence so long as Resident is able to satisfy the Conditions of Occupancy/Transfer Guideline Policy. Additionally, in accordance with Section 10.2 of this Agreement, Resident shall execute, if requested by Messiah Village, an Aging-in-Place Addendum which shall be attached to this Agreement and incorporated by reference. The utilization of support services shall not impair the Resident's financial obligations to Messiah Village as incurred under the terms of this Agreement.

Attachment B: Schedule of Upgrades

As Requested on _____

Item/Description	Structural Upgrade Amount (Adds to Entrance Fee)	Upgrade Amount (out-of-pocket expense, non-refundable)	Unbuilt Apartment Upgrades (out-of-pocket expense, non-refundable)
TOTAL			
	x 25%		
INTERIM PAYMENT			

(A)+(B)+(C) = _____ Total Payment Payment Due _____ Date

Resident Messiah Village

Co-Resident Title

Attachment C: Statement on Stewardship and Financial Assistance

As a ministry of the Brethren in Christ Church and as a charitable institution, Messiah Village provides care to Residents who are unable to pay fully for services. Messiah Village also accepts payments from the Medicare and Medical Assistance Programs that are often less than Messiah Village's established private-pay rates. It is Messiah Village's policy that a Resident will not be discharged solely because of the financial inability to pay the monthly service fees or other charges, if the Resident can justify the need for financial assistance and the financial assistance can be granted or continued without impairing the ability of Messiah Village to attain its objectives while operating on a sound financial basis. While providing care on a benevolent basis is part of the mission of Messiah Village, the conditions associated with a request for financial assistance are evaluated by Messiah Village in its sole discretion.

Messiah Village is a fee-for-service continuing care retirement community that provides services in exchange for the payment for such services. As Residents progress through the continuum of care, the costs of providing more extensive services often increase. Similarly, the fees associated with these services also increase. Resident (and their families or responsible parties in certain circumstances) commits to pay for services provided by Messiah Village. Resident also commits to apply for financial assistance in a timely fashion. Messiah Village differentiates between bad debts and the provision of care on a subsidized or benevolent basis. Accordingly, Messiah Village reserves the contractual right, under certain circumstances, to discharge Residents for failure to pay for services.

Since Messiah Village's Benevolent Care Policy is subject to many variables, it may be changed or amended from time to time. The possibility of providing financial assistance should not be construed as an assurance or guarantee of life care by Messiah Village. If financial assistance is granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time. Messiah Village may also discontinue or reduce any financial assistance if there is a change in a Resident's financial circumstances permitting the Resident to bear all or an increased portion of the Monthly Service Fee or other charges, or if representations made by the Resident are determined to have been materially false or inaccurate.

Disclosure of Financial Resources

From time to time, Messiah Village may request financial statements and copies of tax returns from the Resident if the Resident has requested or has received financial assistance from Messiah Village. The Resident will comply with such requests made by Messiah Village. Messiah Village will require updated financial disclosure prior to a transfer to Nursing Care or Personal Care.

Acknowledgment

The Resident acknowledges that the Resident has read and understands this Statement on Stewardship and Financial Assistance. The Resident further understands that the Resident is responsible to be a good steward of the financial resources the Resident has at the time of admission so as not to impair the Resident's ability to satisfy the Resident's financial obligations to Messiah

Village for future care. Financial Assistance may be available to residents who have depleted their assets after a reasonable spend-down as determined by Messiah Village.

Resident

Co-Resident

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**Attachment D:
Costs of an Election to Move to Another Residence at
Messiah Village**

1. Costs of Election to Move.

(a) **To Residence with Lesser Entrance Fee.** If you elect to move to a Residence, which has a lesser Entrance Fee than you paid for Occupancy of the Residence initially designated under this Agreement, then you may be eligible for an interim refund, which shall be calculated in accordance with the formula reflected on Attachment “D1”. The interim refund, if any, shall be paid to you only after: (i) the Residence initially designated under this Agreement has been reoccupied by another resident; and (ii) the applicable Entrance Fee for the Residence has been paid in full by the reoccupying resident. Any applicable interim refund is separate and distinct from any applicable refund that may become due upon the subsequent termination of this Agreement, which would be paid only in accordance with the conditions of Section 14.5 below. You shall be obligated to pay the applicable Monthly Fee for the selected Residence and the Refurbishment Fee. Upon moving to the selected Residence, you shall remain under the Entrance Fee plan reflected on Attachment “F”.

(b) **To Residence with Greater Entrance Fee.** If you elect to move to a Residence, which has a greater Entrance Fee than you paid for Occupancy of the Residence initially designated under this Agreement, then you shall pay, prior to moving to the selected Residence, an additional amount equal to the difference between the initial Entrance Fee paid and the higher Entrance Fee in effect at the time of the move. The difference shall be amortized in accordance with the formula reflected on Attachment “D2”. You shall be obligated to pay the applicable Monthly Fee for the selected Residence and the Refurbishment Fee. Upon moving to the selected Residence, you shall remain under the Entrance Fee plan reflected on Attachment “F”.

2. Option to Move Addendum.

In the event Resident receives approval from Messiah Village to move to another Residence (i.e. another Residence or apartment unit), Resident shall sign an addendum to this Agreement reflecting all costs and charges related to exercising the option to move, including the Monthly Service Fee for the selected Residence, the amortization schedule for the selected Residence and adjustments to the guaranteed refund amount, if any and the amount of any refunds of the initial Entrance Fee, if any, as calculated in Attachment D of this Agreement.

Attachment D1:

Costs of Election to Move Worksheet - Lesser Entrance Fee

Election to move to a Residence with an Entrance Fee that is less than the Entrance Fee initially paid under this Agreement.

Resident's Name(s): _____

Original Refund Plan: _____ %

Residence Type Now Occupied: _____

Residence Type Transferring To: _____

Original Occupancy Date: _____ Requested Date of Transfer: _____

A	Original Refund Plan	0%	50%	90%
B	Entrance Fee to acquire current residence	\$	\$	\$
C	Amortization Factor per Month	2%	1%	10%
D	Unamortized balance of current residence at transfer date	\$	\$	N/A
E	Number of months amortization was recorded based on "D"			N/A
F	Present Entrance Fee for residence resident is transferring to	\$	\$	\$
G	Adjusted unamortized balance for residence resident is transferring to (F less (F times C times E))	\$	\$	N/A
H	Entrance fee refund for decrease in unamortized balance at date of transfer (D less G)	\$	\$	N/A
I	Adjusted guaranteed refund amount after transfer (F times A)	N/A	\$	\$
J	Monthly amortization amount after transfer (F times C)	\$	\$	N/A
K	90% plan only: Original refund amount	N/A	N/A	\$
L	90% plan only: Refundable portion due at transfer (K less I)	N/A	N/A	\$

Attachment D2:

Cost of Election to Move Worksheet - Greater Entrance Fee

Election to move to a Residence with an Entrance Fee that is greater than the Entrance Fee initially paid under this Agreement.

Resident's Name(s): _____

Original Refund Plan: _____ %

Residence Type Now Occupied: _____

Residence Type Transferring To: _____

Original Occupancy Date: _____ Requested Date of Transfer: _____

A	Original Refund Plan	0%	50%	90%
B	Entrance Fee to acquire current residence	\$	\$	\$
C	Amortization Factor	2%	1%	10%
D	Unamortized balance of current residence at transfer date	\$	\$	N/A
E	Number of months amortization was recorded based on "D"			N/A
F	Present Entrance Fee for residence resident is transferring to	\$	\$	\$
G	Additional payment to acquire residence Resident is transferring to (F less B)	\$	\$	\$
H	Immediate amortization on additional payment (G times C times E)	\$	\$	\$
I	Adjusted amortization balance for residence Resident is transferring to (F less (F times C time E))	\$	\$	N/A
J	Adjusted guaranteed refund amount after transfer (F times A)	N/A	\$	\$
K	Monthly amortization amount after transfer (F times C)	\$	\$	N/A

Attachment E1: Settlement Sheet – Completed Residences

At the time of Settlement, Resident shall pay the remaining sum of the Entrance Fee plus, if applicable, the remaining balance of the cost of the Structural Upgrades. This payment reflects the remaining balance of the total Entrance Fee less the Reservation Fee and, if applicable, the Interim Payment. Failure to pay the total Entrance Fee in full at Settlement, for reasons other than death, illness, injury or incapacity, will result in forfeiture of the Reservation Fee and, if applicable, the Interim Payment, and the termination of this Agreement.

A. Entrance Fee **A:** _____

B. Structural Upgrades from Attachment B.

Please specify:

Item/Description	\$ Amount

B: _____

C. Less the Reservation Fee of Five Hundred dollars **C:** (\$500.00)

D. Less the Interim Payment (25%) **D:** (_____)

Total Payment: _____

A + B Amount Amortized: _____

Resident

Messiah Village Representative

Co-Resident

Date

Attachment E2: Settlement Sheet – Unbuilt Apartment Upgrades

At the time of Settlement, Resident shall pay the remaining sum of the Entrance Fee. This payment reflects the remaining balance of the total Entrance Fee less the ten percent (10%) of the Entrance Fee deposited. Failure to pay the total Entrance Fee in full at Settlement, for reasons other than death, illness, injury or incapacity, will result in forfeiture of the Processing Fee and the termination of this Agreement.

A. Entrance Fee **A:** _____

B. Unbuilt Apartment Upgrades from Attachment B.

Please specify:

Item/Description	\$ Amount

B: _____

C. Less the 10% Deposit **C:** ()

Total Payment: _____

Amount Amortized: _____

Resident

Messiah Village Representative

Co-Resident

Date

Attachment F: Entrance Fee Refund Options and Descriptions

Messiah Village offers the following Entrance Fee Refund Options as outlined below:

A. Plan A - Zero Percent Refundable Plan

If Plan A is chosen, upon termination of this Agreement, Resident will receive the unamortized portion of the Entrance Fee, if any, which will be amortized at 2% per month for 50 months and will be fully amortized after 4 years and 2 months. If the actual date of Occupancy occurs between the 1st and 15th of the month, then the amortization period shall begin on the 1st day of that month; whereas if the actual date of Occupancy occurs between the 16th and the end of the month, then the amortization period shall begin on the 1st day of the following month. Should this Agreement be terminated before the 4-year, 2-month amortization period expires, Resident will receive the unamortized portion of the Entrance Fee in accordance with and subject to the refund provisions of this Agreement. Should the Agreement be terminated after the 4-year, 2-month amortization period, Resident will not receive a refund.

B. Plan B - 50 Percent Refundable Plan

If Plan B is chosen, upon termination of this Agreement, 50% of the Entrance Fee will be refunded to Resident in accordance with and subject to the refund provisions of this Agreement. The remaining 50% of the Entrance Fee will be amortized at 2% per month for 50 months and will be fully amortized after 4 years and 2 months. If the actual date of Occupancy occurs between the 1st and 15th of the month, then the amortization period shall begin on the 1st day of that month; whereas if the actual date of Occupancy occurs between the 16th and the end of the month, then the amortization period shall begin on the 1st day of the following month. Should this Agreement be terminated before the 4-year, 2-month amortization period expires, Resident will receive the 50% refund plus the additional unamortized portion of the Entrance Fee in accordance with the refund policy set forth in Section 14 of this Agreement.

C. Plan C - 90 Percent Refundable Plan

If Plan C is chosen, 10% of the Entrance Fee will be immediately amortized in full by Messiah Village, and will not be available as a refund. Upon termination of this Agreement, the remaining 90% of the Entrance Fee will be refunded to Resident in accordance with and subject to the refund provisions of this Agreement.

Attachment G: Voluntary Mediation and Binding Arbitration

Voluntary Mediation.

Mediation is a form of alternative dispute resolution whereby an impartial person facilitates communication between the parties. The goal of mediation is to resolve the dispute promptly, amicably, and without incurring significant time and expense. Mediations are non-binding in nature. This Agreement provides for voluntary mediation whereby the parties may, upon mutual agreement, engage in mediation before resorting to arbitration. If the parties mutually agree to mediate any dispute that may arise between them, then the mediation will be conducted at a site selected by Messiah Village, which shall be at Messiah Village or at a site within a reasonable distance of Messiah Village, subject to the mutual agreement of the parties. The costs of the mediation shall be borne equally by each party, and each party shall be responsible for their own legal fees. If the parties are unable to resolve their dispute through mediation, then the dispute can only be resolved by arbitration as provided in this Agreement. If the parties do not mutually agree to mediate any dispute that may arise between them, then they shall proceed directly to arbitration.

Voluntary Binding Arbitration.

Arbitration is a specific process of dispute resolution utilized instead of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party (“Arbitrator(s)”) chosen by the parties to this Agreement renders the decision, which is binding on both parties. Generally an Arbitrator’s decision is final and not open to appeal. The Arbitrator will hear both sides of the story and render a decision based on fairness, law, common sense and the rules established by the Arbitration Association selected by the parties. Arbitration has been selected with the goal of reducing the time, formalities and cost of utilizing the court system. Resident or, in the event of Resident’s incapacity, Resident’s authorized representative has the right to rescind this arbitration clause in accordance with the terms and conditions specified in Section (h) of this Attachment G.

(a) Contractual and/or Property Damage Disputes.

Unless resolved or settled by mediation, any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to this Agreement, or concerning any rights arising from or relating to an alleged breach of this Agreement, with the exception of (1) guardianship proceedings resulting from the alleged incapacity of the Resident; (2) collection actions initiated by Messiah Village for non-payment of stay which results in a financial loss to Messiah Village; and (3) disputes involving amounts in controversy of less than Twelve Thousand Dollars (\$12,000), shall be resolved exclusively by arbitration. **This means that the Resident will not be able to file a lawsuit in any court to resolve any disputes or claims that the Resident may have against Messiah Village. It also means that the Resident is relinquishing or giving up all rights that the Resident may have to a jury trial to resolve any disputes or claims against Messiah Village.** It also means that Messiah Village is giving up any rights it may have to a jury trial or to bring claims in a court against the Resident. Subject to Section (f) below, the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and

judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. **Resident acknowledges and understands that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident relinquishes and gives up his or her right to a jury trial on any matter submitted to arbitration under this Agreement.**

(b) **Personal Injury or Medical Malpractice.**

Unless resolved or settled by mediation, any claim that the Resident may have against Messiah Village for any personal injuries sustained by the Resident arising from or relating to any alleged medical malpractice, inadequate care, or any other cause or reason while residing in Messiah Village shall be resolved exclusively by arbitration. **This means that the Resident will not be able to file a lawsuit in any court to bring any claims that the Resident may have against Messiah Village for personal injuries incurred while residing in Messiah Village. It also means that the Resident is relinquishing or giving up all rights that the Resident may have to a jury trial to litigate any claims for damages or losses allegedly incurred as a result of personal injuries sustained while residing in Messiah Village.** Subject to Section (f) below, the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. **Resident acknowledges and understands that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident relinquishes and gives up his or her right to a jury trial on any claims for damages arising from personal injuries to the Resident, which are submitted to arbitration under this Agreement.**

(c) **Exclusion from Arbitration.**

Those disputes which have been excluded from arbitration (i.e., guardianship proceedings, collection actions initiated by Messiah Village and disputes involving amounts in controversy of less than \$12,000) may be resolved through the use of the judicial system. In situations involving any of the matters excluded from arbitration, neither Resident nor Messiah Village is required to use the arbitration process. Any legal actions related to those matters may be filed and litigated in any court which may have jurisdiction over the dispute.

(d) **Right to Legal Counsel.**

Resident has the right to be represented by legal counsel, at his/her own cost, in any proceedings initiated under this arbitration provision. **Because this arbitration provision addresses important legal rights, Messiah Village encourages and recommends that Resident obtain the advice and assistance of legal counsel to review the legal significance of this arbitration provision prior to signing this Agreement.**

(e) **Location of Arbitration.**

Subject to the mutual agreement of the parties, the Arbitration shall be conducted at Messiah Village or at a site within a reasonable distance of Messiah Village.

(f) Time Limitation for Arbitration.

Any request for arbitration of a dispute must be requested and submitted to ADR Options, Inc., with notice to the other party, prior to the lapse of two (2) years from the date on which the event giving rise to the dispute occurred, or before the expiration of the applicable statute of limitations for the dispute, whichever is earlier. Determination of the lapse of two (2) years from the date on which the event giving rise to the dispute occurred and determination of the applicable statute of limitations shall be made by the arbitrator as part of the arbitration process. ADR Options, Inc., is the designated arbitration agency that shall hear disputes specified in Sections (a)-(b) of this Attachment. ADR Options, Inc., is an impartial alternative dispute resolution organization that provides a panel of neutral third party arbitrators from which Resident and Messiah Village, upon mutual agreement, shall select an arbitrator to facilitate dispute resolution. In the event ADR Options, Inc., is unable or unwilling to serve, then the request for Arbitration must be submitted to Messiah Village within thirty (30) days of receipt of notice or other determination of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. Messiah Village shall select an alternative neutral arbitration service within thirty (30) days thereafter and the selected Arbitration Agency's procedural rules shall apply to the arbitration proceeding. The failure to submit a request for Arbitration to ADR Options, Inc., or an alternate neutral arbitration service selected by Messiah Village, within the designated time (i.e., two (2) years or the applicable statute of limitations, whichever is earlier) shall operate as a bar to any subsequent request for Arbitration, or for any claim for relief or a remedy, or to any action or legal proceeding of any kind or nature, and the parties will be forever barred from arbitrating or litigating a resolution to any such dispute. Contact information for ADR Options, Inc., is as follows:

1800 John F. Kennedy Blvd.
Suite 1110
Philadelphia, PA 19103
Phone: (215) 564-1775
Fax: (215) 564-1822
Website: www.adroptions.com

(g) Allocation of Costs for Arbitration.

The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for their own legal fees.

(h) Limited Resident Right to Rescind this Arbitration Clause (Section (a)-(m) of this Attachment).

Resident or, in the event of Resident's incapacity, Resident's authorized representative has the right to rescind this arbitration clause by notifying Messiah Village in writing within thirty (30) days of the execution of this Agreement. Such notice must be sent via certified mail to Messiah Village, and the notice must be postmarked within thirty (30) days of the execution of this Agreement. The notice may also be hand-delivered to Messiah Village within the same thirty (30) day period. The filing of a claim in a court of law within the

thirty (30) days provided for above will automatically rescind the arbitration clause without any further action by Resident or Resident's authorized representative.

(i) Not a Condition of Admission or Continued Stay.

Resident acknowledges that this arbitration provision is not required as a condition of admission or continued stay at Messiah Village.

(j) Confidentiality.

Resident agrees that, at all times, Resident will keep any information regarding the arbitration proceeding, including rulings, decisions and awards by the arbitrator, confidential and will not disclose voluntarily to any third party, except to the extent required by law. Resident is permitted to disclose that the matter has been resolved, without disclosing the results of the arbitration proceeding.

(k) Acknowledgement.

Resident acknowledges that he/she has read and understands the terms of this arbitration provision, that the terms have been explained to Resident by a representative of Messiah Village, and that Resident has had an opportunity to ask questions about the arbitration provision. [_____ *initials*]

(l) Severability of Arbitration Clause (Section (a)-(m) of this Attachment).

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

(m) Law Governing Arbitration Clause.

This arbitration clause shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

Resident

Messiah Village Representative

Co-Resident

Date