

EDENWALD

Sponsored by the

GENERAL GERMAN AGED PEOPLE'S HOME OF BALTIMORE

RESIDENCE AND SERVICES AGREEMENT

TYPE C - FEE FOR SERVICE

TABLE OF CONTENTS

I	LODGING, MEALS AND OTHER SERVICES.....	2
A.	Services	2
B.	Apartment	2
C.	Meals	2
D.	Facilities	3
E.	Utilities.....	3
F.	Housekeeping, Laundry, Linen.....	3
G.	Guests.....	4
H.	Security	4
I.	Building and Grounds	4
J.	Transportation	4
K.	Medical Suite	4
II.	HEALTH CARE	5
A.	General.....	5
B.	Comprehensive Care	5
C.	Assisted Living	6
D.	Health Related Charges.....	7
E.	Medicare, Medicaid, Health Insurance and Long Term Care Insurance	7
F.	Private Duty Nurses/Companions	7
III.	RULES AND REGULATIONS.....	8
IV.	PAYMENT OF FEES.....	8
A.	Entrance Fees	8
B.	Monthly Care and Service Fee	9
1.	Temporary Transfer to the Health Care Center or an External Facility	9
2.	Permanent Transfer to the Health Care Center or an External Facility	10
3.	Move to another Apartment	11
C.	Processing Fee.....	11
D.	Extended Absence from the Community	11

E.	Use of Fees	11
F.	Other Services	12
G.	Funeral and Burial Expenses	12
H.	Payment Responsibility	12
V.	FINANCIAL ASSISTANCE.....	12
A.	Granting of Financial Assistance for the Monthly Fee	12
B.	Responsibilities of Recipients of Financial Assistance.....	12
VI.	RESIDENT'S RIGHTS AND PROPERTY	13
A.	Resident's Rights	13
B.	Subordination to Financing	13
C.	The Corporation's Right of Entry.....	14
D.	Removal of Resident's Property	14
E.	Damage to, Loss of and Insurance of Your Property	14
F.	Vehicle Parking and the Corporation's Responsibility for Damage to Your Vehicle.....	15
G.	Your Responsibility for Damages to the Corporation's Property	15
H.	Waiver of Liability.....	15
I.	Residents' Association	15
J.	Right to Legal Remedy	15
K.	Right to Receive Certain Financial Information	15
L.	Right to Receive Certain Disclosure Statements.....	16
M.	Right to Receive Documents.....	16
N.	Grievances	16
VII.	TRANSFER AND RELEASE OF APARTMENT.....	16
A.	Transfer to Health Care Center	17
B.	Return to Apartment.....	17
C.	Transfer to External Facilities	17
VIII.	APARTMENT CHANGE AND SPECIAL PROVISIONS APPLICABLE TO DOUBLE OCCUPANCY.....	18

A.	Apartment Change.....	18
B.	Double Occupancy	19
C.	Joint Occupancy by a Resident and Non-Resident	19
D.	Joint Occupancy by Existing Residents.....	19
E.	Voluntary Departure of One Resident	20
F.	Continued Occupancy After Death	20
IX.	TERMINATION OF THIS AGREEMENT AFTER OCCUPANCY	20
A.	Termination by Resident Within the First Ninety (90) Days of Occupancy	20
B.	Termination by Resident After the First Ninety (90) Days of Occupancy	21
C.	Termination by the Corporation	21
D.	Termination by Resident Not Meeting the Requirements of Section IX.B.....	22
E.	Termination by Death After Occupancy	22
F.	Additional Payments	23
G.	Notice of Termination.....	23
X.	MISCELLANEOUS REPRESENTATIONS	23
A.	Confidentiality of Personal Information.....	23
B.	Representations as to Statements.....	23
C.	Representations as to Finances.....	23
D.	Power of Attorney.....	23
E.	Preservation of Assets.....	24
F.	Guardianship	24
G.	Beneficiary Designation.....	24
H.	Waiver, Representations by the Corporation.....	24
I.	Construction, Binding Effect.....	24
J.	Statement of Non-Discrimination.....	25
K.	Successors and Assigns	25
L.	Required Statement.....	25
M.	Conflicts between this Agreement and State Law.....	25
XI.	TERMINATION BEFORE OCCUPANCY DATE	25

A. Right to Terminate Agreement..... 25

SCHEDULE 1, SCHEDULE OF FEES..... 27

ADDENDUM A, ASSISTED LIVING ADDENDUM..... A-1

 Exhibit 1A, Resident's Rights Exhibit 1A-1

ADDENDUM B, PAYMENT OPTIONS AND REFUNDS OF ENTRANCE FEE.....B-1

**ADDENDUM C, ASSISTED LIVING UNIT LIST OF SERVICES OFFERED
AND FEE SCHEDULE C-1**

ADDENDUM D, REQUEST FOR CUSTOM MODIFICATIONS OF UNIT D-1

EXHIBIT 1, RESIDENT ADMISSION CONTRACT..... Exhibit 1-1

EDENWALD
sponsored by the
GENERAL GERMAN AGED PEOPLE'S HOME OF BALTIMORE

RESIDENCE AND SERVICES AGREEMENT

THIS RESIDENCE AND SERVICES AGREEMENT (this "Agreement") is made this _____ day of 20__ between General German Aged People's Home of Baltimore, Towson, Maryland, a nonstock corporation organized and incorporated under the laws of the State of Maryland (hereafter referred to as the "Corporation"), and _____ (hereafter referred to as the "Resident" and/or the words "you" and "your"; if two persons, they are referred to herein, sometimes jointly, sometimes severally, as "you" and "your", and the obligations of two such persons shall be joint and several).

The Corporation operates in Baltimore County, Maryland, as a not-for-profit, continuing care retirement community for persons of retirement age (62 and over) known as EDENWALD (hereafter referred to as the "Community"). You have made application for residence, and such application has been approved by the Corporation, subject to the provisions of this Agreement.

The Corporation has no religious or charitable affiliations. The Board of Directors of the Corporation and the members of the Corporation are solely responsible for all financial and contractual obligations of the Corporation.

The Corporation is committed to helping those it serves to live their lives with joy, dignity, comfort and security, thereby maintaining a life of significance and fostering a homelike, loving atmosphere in the delivery of its services. The provision of an appropriate level of health care to each resident of the Community is a vital element of this commitment. There are four (4) types of residence and services agreements available at the Community:

Type A 50 month Declining Balance	Type C 50 month Declining Balance
Type A 80% Refundable	Type C 80% Refundable

THE PARTIES AGREE:

The date on which you (1) agree to take occupancy of your unit, (2) become liable for the Monthly Fee, and (3) are eligible for all benefits under this Agreement is referred

to as the "Occupancy Date". You will be notified by the Corporation of your Occupancy Date no less than sixty (60) days prior to your unit availability for occupancy.

You have selected Payment Option Number _____. Accordingly, Addendum B to this Agreement shall apply only to the extent applicable to that Payment Option.

I. LODGING, MEALS AND OTHER SERVICES

A. Services. From and after the Occupancy Date, (i) the Community will furnish to you the living accommodation identified in Section I.B, subject to the provisions for changes in accommodations as provided herein, and the facilities, services and medical care specified in this Agreement, and (ii) you will become liable for payment of the Monthly Fee. These services will be provided for your lifetime, unless this Agreement is terminated at some earlier date. Such services shall be provided at an appropriate level of care, based on your functional ability, as determined by the Corporation and in accordance with Section II hereof. Support services provided from the Medical Suite are provided at an additional fee.

B. Apartment. You shall have a personal, non-assignable right to reside in an apartment (the "Apartment"), subject to change as hereafter provided and subject to Section VI.B (subordination to financing). The Corporation shall furnish carpeted living room, den and bedrooms, a storage space, individually controlled heating and air conditioning, cable outlets, smoke detector/sprinkler system, emergency call cords in each bedroom and bathroom, window treatments, and safety bars in tub/shower. All Apartments will contain a stove with oven, a refrigerator/freezer with ice maker, dishwasher and a garbage disposal. Terrace apartments and select Tower apartments include a washer/dryer. For Tower apartments that cannot accommodate a washer/dryer, laundry facilities are provided on each residential-living floor. You will provide all other furnishings for the Apartment. Electrical and mechanical appliances provided by you shall be U/L approved and subject to the Corporation's approval. The Apartment initially assigned to you is Apartment #_____, a _____. (If you are entering the Community as an assisted living continuing care resident, your unit number is # _____. Please see Addendum A, Assisted Living Addendum, for information concerning the living accommodations and services provided in the assisted living program.)

C. Meals. Nutritionally balanced meals will be offered daily in the dining areas or other designated common areas. A per day meal allowance is included in the regular Monthly Fee and may be used during the applicable month by you for your meals in the dining areas, other designated common areas and the Bistro. The meal allowance for each Resident is set from time to time and subject to change with **FORTY-FIVE (45)**

DAYS' PRIOR WRITTEN NOTICE by the Corporation. See Schedule 1 Schedule of Fees and Ancillary charges.

Three nutritionally balanced meals will be provided to you while you are admitted in the Health Care Center, subject to the terms of Section IV.B.1. You may purchase additional meals for yourself or for your guests at the guest meal rate or rates then in effect.

To the extent that you exceed the per day allowance in any given month, you agree that any meal costs in excess of such amount during that month shall be treated as "additional meals" as contemplated under this section at the rate or rates then in effect.

You agree that there will be no carry-over or accrual of any portion of the meal allowance amount from month to month.

Additionally, you agree that you will not receive a meal credit for days for which you receive an extended absence credit under Section IV.D.

Tray service may be provided in the Apartment if approved and ordered by the Corporation's nurse clinician for up to five days at no charge. Beyond five days there is an additional published charge.

You may invite guests to any meal, subject to giving prior notice to the Corporation in accordance with the Corporation's Resident Handbook and any rules and regulations referred to in Section III. Guest meal charges shall be billed on an individual charge basis.

D. Facilities. You shall have the right to use, in common with other residents of the Community, the indoor and outdoor social and recreational facilities and other congregate and communal facilities provided from time to time by the Corporation. You may, by previous arrangement, reserve and use a dining or other common area for a private party or celebration. Additional charges will be made for this use.

E. Utilities. The Corporation shall provide the utilities reasonably required in connection with the occupancy of the Apartment (water, sewage, heating, air conditioning, electricity, Wi-Fi, basic cable service) subject to the availability of such services to the Corporation. Telephone and elective cable TV services shall be your responsibility.

F. Housekeeping, Laundry, Linen. You shall maintain the Apartment in a clean, sanitary, and orderly condition. The Corporation shall provide standard cleaning services every other week and a thorough housecleaning once a year. Linen service is

available for resident owned flat linens on a weekly basis free of charge. Trash disposal shall be provided by the Corporation on a regular basis from each central trash receptacle location. The Corporation will ensure that laundry and housekeeping services are provided in the Health Care Center and that all areas of the Community are maintained in a clean and orderly condition. Additional housekeeping service may be agreed upon between you and the Corporation's director of housekeeping on an individual charge basis.

If you do not maintain the Apartment in a proper manner, the Corporation, after notice to you, shall have the right to provide additional housekeeping services, and the cost of such services shall be billed to you.

Personal laundry and dry cleaning shall be your responsibility. A laundry facility with washers and dryers is provided on each floor of the Tower building at no charge to you. A washer/dryer is provided in all Terrace apartments and select Tower apartments.

G. Guests. You will be permitted to have guests in the Apartment subject to the Corporation's rules and regulations referred to in Section III. A limited number of guest rooms may be available at a reasonable rate for overnight stays by guests. The Corporation reserves the right to make rules regarding visits and guest behavior, and may limit or terminate a visit at any time for reasons the Corporation deems appropriate.

H. Security. The Corporation will use reasonable care in providing security in the Community for you and your property, but the Corporation will not be responsible for loss or damage to personal property unless the damage is due to the Corporation's own negligence. See Section VI for more information on this topic. You shall maintain private insurance on your own property as required in Section VI.E.

I. Building and Grounds. The Corporation shall maintain all buildings and grounds. A small flower garden area at the Community may be available to you for your use.

You shall not make any alteration, addition, or improvement to the Apartment or other areas of the Community, or construct or install any structures on the grounds of the Community without the Corporation's prior written consent, which may be granted subject to any conditions the Corporation may impose in the Corporation's discretion. Unless the Corporation agrees to the contrary, you shall, upon the Corporation's request, restore the Apartment, other areas and grounds to their original condition at your expense.

J. Transportation. Scheduled transportation is available free of charge for a variety of activities, within a ten mile radius of the community based on availability.

Scheduled transportation outside the ten mile radius will be available to you at an additional posted charge. See Schedule of Fees Ancillary Charges.

K. Medical Suite. The Corporation shall provide an outpatient service area that provides a variety of clinical services and support which is known as the Medical Suite. The Corporation may also arrange additional health care practitioners in this area. Such practitioner(s) shall not be employed or recommended by the Corporation, but will be permitted to use the outpatient service area for your convenience. The services available through the Medical Suite, may entail additional posted charges and are not included in the Monthly Service Fee. The decision whether to engage the services of such practitioner(s) shall be a matter entirely for you, and you shall be free to engage the services of a health care practitioner of your own choice. The Corporation provides comprehensive care as described in Section II.B and assisted living services as described in Section II.C.

II. HEALTH CARE

A. General. The Corporation shall provide health care services for your lifetime to the extent enumerated in this Agreement, , so long as you carry out your obligations under this Agreement and "Just Cause" (as defined in Section IX.C) does not exist for terminating this Agreement. See Section IX for further details on termination of this Agreement after occupancy.

B. Comprehensive Care. The Corporation shall provide comprehensive care within the Community when you are admitted to the Comprehensive Care Unit of the Health Care Center (the "Comprehensive Care Unit"). Subject to the terms of this Section II.B and Section VII.A, the Corporation shall be responsible for comprehensive care if it is determined by the Corporation's Medical Director or your physician that you require such care. The Corporation shall arrange to have the Corporation's Medical Director or his designee prescribe for or admit you to the Comprehensive Care Unit in an emergency situation when your personal physician or relief physician cannot be reached. Physician services as well as others outlined in Section II.D are at your expense.

Should you reside in the Comprehensive Care Unit, the terms and conditions of this Agreement shall continue to apply, except as modified by the Resident Admission Contract of the Community, which will be signed on the same date this Agreement is signed. The Resident Admission Contract, as approved by the Maryland Department of Health and Mental Hygiene, is attached hereto as Exhibit 1.

The Corporation shall provide comprehensive health care in a room within the Community when you are admitted to the Comprehensive Care Unit. **Nursing care**

provided by the Corporation shall be limited to that care given within the Comprehensive Care Unit of the Community.

While the Corporation anticipates that bed space in the Comprehensive Care Unit will at all times be available to meet the demand for such space, bed space in the Comprehensive Care Unit may be unavailable when needed due to unforeseen circumstances. In any such event, at the Corporation's option, it will provide the comprehensive care services required by Resident in Resident's Apartment or assisted living residence or a nearby licensed comprehensive care facility. The Corporation has contracted for appropriate nursing services to be provided to Resident by a nearby licensed comprehensive care facility on a temporary basis until space in the Comprehensive Care Unit is available. The Corporation shall not be financially responsible for the cost of the nursing services provided to Resident during the time period when a bed in the Comprehensive Care Unit is unavailable. Any Resident who temporarily relocates to a nearby licensed comprehensive care facility shall, on a priority basis, be returned to the Community as soon as appropriate space is available in the Comprehensive Care Unit.

C. Assisted Living. The Maryland Department of Health and Mental Hygiene licenses assisted living programs to provide up to three levels of care: low (Level 1), moderate (Level 2) and high (Level 3). The Corporation's assisted living program is licensed to provide a high (Level 3) level of care or any lower level of care as described in the Department of Health and Mental Hygiene's regulations. The corporation agrees to provide you with assisted living care as appropriate to your needs in the Assisted Living Unit.

The Corporation shall provide assisted living within the Community when you are admitted to the assisted living unit of the Health Care Center (the "Assisted Living Unit"). In the event that a residence in the Assisted Living Unit is not available, the Corporation shall provide assisted living services in your Apartment or in a nearby licensed Assisted Living Facility. If you receive assisted living services in a nearby licensed Assisted Living Facility, you will be responsible for paying the Assisted Living Facility for your care. Any Resident who temporarily relocates to a nearby licensed Assisted Living Facility shall, on a priority basis, be returned to the Community as soon as appropriate space is available in the Assisted Living Unit.

A current copy of the Assisted Living Addendum is attached hereto as Addendum A. If you transfer to an Assisted Living Unit at the Community, your residency will be governed by the terms and conditions of the Assisted Living Addendum then in effect. You will be provided with an updated copy of the Assisted Living Addendum at any time there is a change in the terms and conditions of such Addendum. At the time of your transfer or admission to the Assisted Living Unit, you will be asked to sign a copy of the Assisted Living Addendum in effect at that time. The

current fee schedule for supplies and services provided to you while a Resident of an Assisted Living Unit is set forth in Addenda A and C.

D. Health Related Charges. You shall pay the following: charges of any physician, physical therapist, occupational therapist, podiatrist, or other health professional, excluding the Corporation's nursing staff, whether providing care at the Community or elsewhere; hospital, paramedic and ambulance charges; laboratory tests, dental and eye care charges; special (private duty) nurses; any other medical costs; funeral and burial costs; and charges for medicines, drugs, vitamins, food supplements, dental appliances, glasses, contact lenses, hearing aids, orthopedic devices, and other health related items.

E. Medicare, Medicaid, Health Insurance and Long Term Care Insurance. The Community is licensed as a provider of skilled nursing services for purpose of Medicare. The Community is not licensed as a provider of services for Medicaid payment.

If a Medicare qualifying stay occurs and services are delivered, the proceeds paid from Medicare and/or by a supplementary health insurance policy for care provided in the Comprehensive Care Unit shall be paid to the Community and credited to the Resident's account as applicable.

The Resident is required to keep active at least one health insurance policy in addition to Medicare Parts A, B and D (or equivalent coverage as determined by the Corporation), and have evidence of such current status. Medigap insurance is sufficient to meet such requirements for an additional health insurance policy. If your acceptance is contingent upon a Long Term Care Insurance policy in effect at the time of application, that policy must remain in effect throughout the duration of your residency at Edenwald.

- () LTC Insurance is required _____ (Initial/Date)
- () LTC Insurance is not required _____ (Initial/Date)

F. Private Duty Nurses/Companions. If you would like a private duty nurse, private duty nursing assistant or companion, you are responsible for selecting a person licensed and/or certified according to Maryland laws and regulations. You are also responsible for paying the private duty nurse, nursing assistant or companion and for notifying the Corporation that a private duty nurse, private duty nursing assistant or companion has been hired. The person hired is not an employee or agent of the Corporation, but he or she must meet the Corporation's standards and follow the Corporation's rules and regulations referred to in Section III. Employees of the Corporation may not serve residents as private duty nurses, private duty geriatric aides

or nursing assistants or companions or be hired directly by residents in any other capacity while employed by, or hired by, the Corporation.

III. RULES AND REGULATIONS

The Corporation may adopt reasonable rules and regulations for the operations of the Community from time to time that are not inconsistent with the law and this Agreement and shall deliver a copy and any amendments to you. You have been provided with a copy of the Resident's Handbook (and any updates to the Handbook) prior to the signing of this Agreement. The policies set forth in the Resident Handbook are considered rules and regulations of the Community and will be applied as rules and regulations. You agree to abide by the terms of the Resident's Handbook and any rules and regulations effective from the applicable date of issue and as amended from time to time.

IV. PAYMENT OF FEES

A. Entrance Fees. You shall pay to the Corporation a one-time Entrance Fee on the later of (i) thirty (30) days before the Occupancy Date or (ii) sixty (60) days from the day of acceptance for admission. The Resident may not move into the applicable unit unless the Entrance Fee, as calculated below, has been paid.

First Person Entrance Fee	\$ _____
Second Person Entrance Fee	\$ _____
Total Entrance Fee	\$ _____

Prior Payment(s)	
(If applicable)	\$ _____
Balance	\$ _____

The total Entrance Fee shall not be increased or changed during your lifetime (except for changes which may be required by state or federal law, if applicable). However, if you marry or another event of double occupancy occurs, certain provisions of Sections IV.B and VIII shall apply.

Refund of part of the Entrance Fee, if any, shall be calculated exclusively in accordance with Addendum B to this Agreement, to the extent applicable to the payment option selected by you, or Section IX.C of this Agreement, if applicable. Addendum B is incorporated herein by reference.

The portion of the Entrance Fee, if any, to be refunded after the Occupancy Date is not held in trust or escrow for the benefit of Resident after the Occupancy Date.

Furthermore, Resident acknowledges reviewing all of the terms of the Entrance Fee refund clauses and provisions contained in this Agreement and in Addendum B to this Agreement.

B. Monthly Care and Service Fee. You shall pay a monthly care and service fee ("Monthly Fee") as long as you reside in the Community. The Monthly Fee shall be paid in advance and is due on the first day of each month to which it shall apply. **The Monthly Fee, charges, or the scope of care or services may be adjusted by the Corporation at the Corporation's discretion at any time upon at least FORTY-FIVE (45) DAYS PRIOR WRITTEN NOTICE.**

The current Monthly Fee payable is as follows:

Current First Person Monthly Fee	\$ _____
Current Second Person Monthly Fee	\$ _____

The Resident shall pay on or before the Occupancy Date, as defined herein, the then current Monthly Fee. If the Occupancy Date falls other than on the first day of the month, the Resident shall pay the pro rata amount of the current Monthly Fee calculated as a ratio, the numerator of which is the number of days left in the month the Occupancy Date occurs and the denominator of which is the total number of days in the month the Occupancy Date occurs.

The Corporation shall endeavor, however, to maintain the Monthly Fee at the lowest possible rate consistent with sound financial practice and maintenance of the quality of services called for by this Agreement as determined in the Corporation's absolute discretion. All references herein to "100 days" mean non-consecutive days, and mean 100 days per person.

The Monthly Fee is also subject to change in accordance with Section VIII of this Agreement and also with the following provisions:

1. Temporary Transfer to the Health Care Center or an External Facility. In the event that you are a single Resident and transfer temporarily (less than 100 days) from the Apartment to the Health Care Center or to a healthcare facility outside the Community ("External Facility"), you shall continue to pay the Monthly Fee applicable to the Apartment and shall pay the then current Per Diem Rate for the Assisted Living Unit, the then current Per Diem Rate for the Comprehensive Care Unit or the current fee for the External Facility, as applicable,

and charges for non-covered items and services. If you are in an External Facility, you may be entitled to a credit in accordance with Section IV.D below.

If you are a couple and one Resident transfers temporarily (less than 100 days) from the Apartment to the Health Care Center or to an External Facility, you shall continue to pay the first person Monthly Fee applicable to the Apartment and the transferred Resident shall pay the then current Per Diem Rate for the Assisted Living Unit, the then current Per Diem Rate for the Comprehensive Care Unit or the current fee for the External Facility, as applicable, and charges for non-covered items and services. If both Residents temporarily (less than 100 days) transfer to the Health Care Center or an External Facility, then the Residents shall jointly be responsible for one first person Monthly Fee payment applicable to the Apartment and the then current Per Diem Rate for the Assisted Living Unit, the then current Per Diem Rate for the Comprehensive Care Unit or the current fee for the External Facility, as applicable, and charges for non-covered items and services. If any Resident is in an External Facility, the couple may be entitled to a credit in accordance with Section IV.D below.

Any Resident who temporarily transfers to an External Facility shall have the right, on a priority basis, to be returned to the Health Care Center or the Apartment as soon as appropriate space is available.

2. Permanent Transfer to the Health Care Center or an External Facility. If a single Resident transfers permanently (100 days or greater) from the Apartment to the Health Care Center or to an External Facility, the Resident shall release their Apartment and shall pay the then current Per Diem Rate for the Assisted Living Unit, the then current Per Diem Rate for the Comprehensive Care Unit or the current fee for the External Facility, as applicable, and charges for non-covered items and services. A permanent transfer to an External Facility shall terminate this Agreement unless such transfer occurred due to unavailability of space in the Health Care Center. Then, in such case, Resident shall pay the current fee of the External Facility and shall have the right, on a priority basis, to be returned to the Health Care Center as soon as appropriate space is available.

If you are a couple and one Resident transfers permanently from the Apartment to the Health Care Center or to an External Facility, you shall continue to pay the first person Monthly Fee applicable to the Apartment and shall pay the then current Per Diem Rate for the Assisted Living Unit, the then current Per Diem Rate for the Comprehensive Care Unit or the current fee for the External Facility, as applicable, and charges for non-covered items and services. If both Residents permanently transfer to the Health Care Center or to an External Facility, then the Residents shall release their Apartment and each Resident shall pay the then

current Per Diem Rate for the Assisted Living Unit, the then current Per Diem Rate for the Comprehensive Care Unit or the current fee for the External Facility, as applicable, and charges for non-covered items and services. A permanent transfer to an External Facility shall terminate this Agreement unless such transfer occurred due to unavailability of space in the Health Care Center. Then, in such case, Resident shall pay the current fee of the External Facility and shall have the right, on a priority basis, to be returned to the Health Care Center as soon as appropriate space is available.

3. Move to another Apartment. In the event that you vacate the Apartment and move into another Apartment, you shall then pay the Monthly Fee then applicable to the new Apartment. Additionally, you shall pay a transfer fee of the difference, if any, between the then current Entrance Fee applicable to your previous Apartment and the Entrance Fee applicable to your new Apartment. Any such transfer shall be conditional (i) upon availability, (ii) the Corporation's consent that it is appropriate and (iii) the Corporation's determination that it will result in the appropriate level of care. A transfer to a new Apartment with a lower Entrance Fee than the Entrance Fee applicable to your previous Apartment shall NOT entitle you to a refund of the difference between the two Entrance Fees.

There shall be no refund of the Entrance Fee pursuant to this Section IV.B. Payments of the Monthly Fee are not refundable except as otherwise stated in Section IV.D.

C. Processing Fee. The one-time Processing Fee of \$_____ [not more than \$300 per person], previously received from you, has been applied by the Corporation toward the Corporation's costs of processing your application. The Processing Fee is not refundable nor may it be set off against other amounts due by you to the Corporation.

D. Extended Absence from the Community. If you are absent from the Community in excess of fifteen (15) consecutive days (a day is considered a 24-hour period beginning at midnight), you shall be entitled to a credit equal to the sum of each daily meal allowance for each day of your extended absence. This will be calculated retroactively for the period absent.

E. Use of Fees. All fees collected by the Corporation under this Agreement may not be used for purposes other than those set forth in this Agreement. The Corporation agrees that, for as long as the Resident's continuing care agreement remains in effect, the Corporation shall only use fees paid by the residents of the Community for purposes directly related to the construction, operation, maintenance, or improvement of the Community.

F. Other Services. Any services and supplies which the Corporation may provide in excess of the Corporation's obligations under this Agreement shall be billed by the Corporation monthly and paid by you within five (5) days of receipt of such bill. The Assisted Living Unit List of Services Offered and Fee Schedule, attached hereto as Addendum C and incorporated herein by reference, sets forth fees in addition to the Monthly Fee for which Residents living in the Assisted Living Unit may be responsible. Residents will be notified of the fees in effect at the time they are admitted into the Assisted Living Unit.

G. Funeral and Burial Expenses. No funeral or burial charges are included in the services provided by the Corporation, and all such arrangements and costs are your responsibility.

H. Payment Responsibility. You are responsible for payment of all fees and charges. Your responsibility is not limited to the extent of your funds. You will still be responsible for the payment of all fees and charges if your assets and funds are exhausted, but see Section V for information on the Corporation's discretionary financial assistance program for residents that have exhausted their funds.

V. FINANCIAL ASSISTANCE

A. Granting of Financial Assistance for the Monthly Fee. If you exhaust your funds through no fault of your own the Corporation, in the Corporation's sole discretion and upon the recommendation of the President, may extend financial assistance in the form of a credit against the Monthly Fee ("Financial Assistance"). You shall have no legal obligation to repay the amount of Financial Assistance paid to you unless (1) your financial circumstances substantially improve (for example, you receive a substantial gift or inheritance) or (2) a refund is owed to you under your Payment Option or otherwise. However, the repayment obligation under (2) above shall be limited to allowing the Community to reduce the amount of any refund owed by the amount of the Financial Assistance provided to you. However, if the Corporation terminates this Agreement pursuant to Section IX.C, the Statutory Refund owed to you will not be offset or reduced in this manner.

Upon review, the Corporation may, with thirty (30) days' notice, in the Corporation's sole discretion, begin, increase, decrease, or terminate Financial Assistance to you for any reason, including changes in your assets or monthly income. The Corporation is in no way required to provide you with Financial Assistance.

B. Responsibilities of Recipients of Financial Assistance. If you receive Financial Assistance you are required to:

1. Report promptly to the Corporation the receipt of any property or any material increase or decrease in the value of your income or assets, whether as the result of gift, inheritance or otherwise.
2. Transfer no assets for less than fair value, whether by gift, sale or otherwise. If you are receiving Financial Assistance, you hereby represent and warrant that you will not and have not transferred any assets for less than fair value in contemplation of receiving Financial Assistance.
3. Upon request, furnish to the Corporation annually-updated statements of your financial situation.
4. Upon request, execute an acknowledgment stating that any refund owed to you under your Payment Option or otherwise, if any, will be offset by the Community for the full amount of any unreimbursed Financial Assistance. Any refund owed to you under Section IX.C of this Agreement will not be included within the scope of such acknowledgement. Any remaining refund will be paid to you pursuant to the terms of the Payment Option selected by you.
5. Upon request, execute any agreements or other documents, as may be required to confirm or secure the repayment of any Financial Assistance, if required.
6. Upon request, and at the Corporations discretion, transfer to an appropriate, available smaller apartment.

VI. RESIDENT'S RIGHTS AND PROPERTY

A. Resident's Rights. Your rights as a Resident under this Agreement (other than the right, if any, to a refund of part of the Entrance Fee in accordance with Addendum B to this Agreement, to the extent applicable to the Payment Option selected by you) are purely personal and may not be assigned, transferred, inherited or devised. Although you are granted a right to occupy the Apartment, this Agreement is not a lease, and you shall have no right, title or interest in any of the Corporation's real or personal property.

B. Subordination to Financing. Your rights under this Agreement shall at all times be subject and subordinate to the rights of any lender providing financing to the Corporation. The rights of such lender shall include, but shall not be limited to, rights in any mortgage, deed of trust or security agreement now existing or hereafter created, on

any of the Corporation's property (with the exception of any refund owed under Section IX.C of this Agreement) and to all amendments, modifications, replacements or refinancing thereof. You agree to execute and deliver any document required by either the Corporation or by the beneficiary of any mortgage, deed of trust or security agreement to evidence or effect such subordination. You acknowledge that the Corporation's rights under this Agreement may be assigned in connection with any such financing.

C. The Corporation's Right of Entry. The Corporation's employees shall have the right to enter the Apartment (1) at all reasonable times with reasonable notice (except in cases of emergency, when notice may not be possible) for inspection and to perform housekeeping and maintenance functions and (2) at any time to respond to fire and medical alerts or for other emergency purposes.

D. Removal of Resident's Property. Upon termination of this Agreement other than by death, you shall be responsible for the removal of all of your property from the Apartment within fifteen (15) days. You shall continue to be billed for the apartment until such time as you have released the apartment back to the Corporation. See Section IX.E concerning removal of property in the event of death. In the case of your permanent transfer from the Apartment to the Health Care Center, you or your designee shall be responsible for the removal of all of your property from the Apartment within fifteen (15) days. After this fifteen (15) day period, the Corporation shall prepare an itemized listing of any remaining property and will remove and store it for an additional thirty (30) days at your expense. All property not claimed at the end of this thirty (30) day period shall become the Corporation's property to dispose of as the Corporation sees fit or appropriate without liability to the Corporation; provided that the Corporation shall give ten (10) days written notice of such disposal to you or your designee at your or your designee's last known address, and shall maintain the itemized listing of property so disposed of for a period of two (2) years thereafter. See the Resident Admission Contract (attached hereto as Exhibit 1), Appendix 3, Sections B.7 and B.8, for information on what would happen to your property in the event of your death while a resident of the Comprehensive Care Unit.

E. Damage to, Loss of and Insurance of Your Property. You shall insure your property against casualty and theft loss and shall provide proof of such insurance upon request. The Corporation shall not be responsible for damage to or loss of any of your property by casualty, theft or other cause unless the damage or loss is due to the Corporation's own negligence. You may padlock the storage bin provided by the Corporation for your use. The Corporation will not be responsible, however, for any casualty or damage to or loss of your property stored in this storage space or otherwise in the Community unless the damage or loss is due to the Corporation's own negligence.

F. Vehicle Parking and the Corporation's Responsibility for Damage to Your Vehicle. You are permitted to own a vehicle while you are a resident, but the Corporation shall not be liable in any way for any casualty or damage to or loss of your vehicle unless it is due to the Corporation's own negligence. Terrace residents receive one parking space per apartment for the use of the resident while they are driving. If a resident no longer drives the parking space is forfeited. Tower residents and those Terrace apartments with a second driver will have access to an outside parking space, and a garage parking space may be available at your cost. You shall be personally responsible for your vehicle and its use, and you shall maintain appropriate liability insurance on your vehicle while it is parked, stored or otherwise used on the Corporation's property.

G. Your Responsibility for Damages to the Corporation's Property. You shall reimburse the Corporation for any costs incurred or damages suffered by the Corporation resulting from carelessness, negligence or wrongful acts of you or your guests, or resulting from acts of your or your guests' pets.

H. Waiver of Liability. You hereby release the Corporation from liability for your death, injury to your person, and injury to your property caused by any fire, theft, assault or other cause beyond the Corporation's control, and from any liability resulting from the negligence or wrongful acts of other residents of the Community and their guests, and hereby waive any claim which you or your estate may have against the Corporation arising therefrom.

I. Residents' Association. There is an existing Residents' Association at the Community and you have the right to join and participate in this Association. You have the right to establish and participate in any other residents' association at the Community. You have the right to meet privately and to conduct the business of any such association. Any future or existing residents' association shall exist separately and independently of the Corporation and will in no way be connected with the Corporation.

J. Right to Legal Remedy. Under the continuing care laws set forth in Sections 10-401 through 10-499 of the Human Services Article of the Annotated Code of Maryland (the "Act"), you may rescind this Agreement at any time if its terms are in violation of the terms of the Act and you are injured by the violation. In such case, you will be entitled to treble damages for extensive injuries arising from the violations. In addition, under the Act, in the event you are injured by a violation of the Act, you may bring an appropriate action for equitable relief or an action for the recovery of damages in any court of general jurisdiction and, if a judgment is rendered in your favor, the court may award reasonable attorney's fees to you.

K. Right to Receive Certain Financial Information. You shall have the right to receive from the Corporation, upon request, any certified financial statement transmitted

to the Maryland Department of Aging, and your signature below acknowledges the following: "I have received a copy of the Corporation's latest certified financial statement at least two weeks before signing this Agreement, and I have reviewed the certified financial statement provided. "

Resident: _____ Resident: _____

L. Right to Receive Certain Disclosure Statements. You shall have the right to receive from the Corporation, upon request, any disclosure statement transmitted to the Maryland Department of Aging, and your signature below acknowledges the following: "I have received a copy of the Corporation's latest disclosure statement, and I have reviewed the disclosure statement provided."

Resident: _____ Resident: _____

M. Right to Receive Documents. The Corporation represents and Resident acknowledges that Resident has received at least two weeks before signing this Agreement the following documents: (i) this Residence and Services Agreement form, with its Schedule, Addenda and Exhibit; (ii) the current Disclosure Statement with its Exhibits; and (iii) the current version of the written rules of the Community, **which are subject to change by the Corporation from time to time.**

Resident: _____ Resident: _____

N. Grievances. The Corporation has established an internal grievance procedure to address Resident grievances. A Resident or a group of Residents collectively may submit a grievance in writing to the President of the Corporation. The Corporation will send a written acknowledgement to the Resident or group of Residents within five days after receipt of the written grievance. The Corporation will assign personnel to investigate the grievance. A Resident or group of Residents who file a written grievance are entitled to a meeting with the management of the Corporation within thirty (30) days after receipt of written grievance, in order to present the grievance. The Corporation will provide a response in writing within forty-five (45) days after receipt of the written grievance as to the investigation and resolution of the grievance.

Within 30 days after the Corporation provides its response to the grievance, a Resident, group of Residents or the Corporation may seek mediation through one of the community mediation centers in the State or another mediation provider. If a Resident, group of Residents or the Corporation seeks mediation under the preceding sentence, the mediation shall be nonbinding.

VII. TRANSFER AND RELEASE OF APARTMENT

A. Transfer to Health Care Center. Temporary transfers shall not change your responsibility for payment of the Monthly Fee under this Agreement.

If the Corporation determines that you cannot reasonably be cared for in the Apartment, the Corporation may request that you transfer to the appropriate unit of the Health Care Center. The determination to request a transfer to the appropriate unit of the Health Care Center shall only be made after (i) a determination that it is necessary to protect your health or safety or for the general and economic welfare of the Corporation's other residents; (ii) consultation with you and your family or representative, if any, (iii) consultation with the Corporation's interdisciplinary team of professionals and (iv) approval of the President. The Corporation will promptly notify you and your family or representative of the level of care needed by you. If you deny the Corporation's request to transfer you to the Health Care Center and Just Cause for termination exists as set forth in Section IX.C of this Agreement, this Agreement may be terminated in accordance with Section IX.C. Following the decision to effect a permanent transfer, your rights to occupy the Apartment shall cease and the Apartment shall be released to the Corporation and become available for reassignment, subject to the terms of Section VIII.F of this Agreement. No refund of the Entrance Fee (if you choose a Payment Option with a refund provision) shall be made upon such transfer, and the Monthly Fee shall continue to be payable pursuant to the terms of Section IV.B.1. The attached Addenda are incorporated herein by reference.

B. Return to Apartment. Following a temporary transfer to the Health Care Center, you may return to your Apartment if your health status or behavior does not constitute a substantial threat to your health or safety or that of the other residents.

C. Transfer to External Facilities. If it is determined that you cannot reasonably be cared for in the Apartment or the appropriate unit of the Health Care Center due to a physical, emotional or mental condition beyond the scope of the Corporation's services (including, without limitation, violent mental illness, communicable disease, alcoholism or substance abuse), the Corporation may request that you transfer to an External Facility. If you do not consent to such a change then this Agreement may be terminated if Just Cause exists in accordance with Section IX.C.

The request for a transfer to an External Facility shall only be made after (i) consultation with you and your family or representative, if any, (ii) consultation with the Corporation's interdisciplinary team of professionals and (iii) approval of the President of the Corporation. You shall pay for the costs associated with your stay at the External Facility in excess of your Monthly Fee and for such costs not included in the Monthly Fee which you are obligated to pay under Sections I.C, I.D, I.E, I.F, I.J, II.B and II.D (the "Excess Cost"). You shall continue to pay the Monthly Fee in accordance with Section

IV.B.1. A transfer under this Section VII.C does not, of itself, modify the right to receive a refund, if any, under the Payment Option chosen by you.

If you transfer to an External Facility on a temporary basis, you shall have the right, on a priority basis, to be returned to the Health Care Center or the Apartment as soon as appropriate space is available.

In the case of imminent threat of serious harm to your health or safety or the health or safety of other residents, the Corporation may temporarily transfer you to an External Facility immediately. This Agreement will remain in effect unless you decide to terminate it or if the Corporation terminates this Agreement for Just Cause in accordance with Section IX.

A move or transfer of you to an External Facility because of an emergency may not, in and of itself, establish Just Cause for a dismissal or discharge.

If, after consultation with you, your family or your representative, if any, the Corporation's interdisciplinary team of professionals, your physician and the President, the Corporation determines that the condition requiring such transfer is permanent in nature, your rights to occupy the Apartment shall cease and the Apartment shall be released to the Corporation and become available for reassignment, subject to the terms of Section VIII.F.

If you are to be discharged involuntarily, the Corporation will comply with current law in making discharge or transfer arrangements.

VIII. APARTMENT CHANGE AND SPECIAL PROVISIONS APPLICABLE TO DOUBLE OCCUPANCY

A. Apartment Change. The Corporation may, in appropriate circumstances, approve your request to move to an Apartment within the Community other than the Apartment you presently occupy. The Corporation shall determine, in the Corporation's sole discretion: (1) the amount of any additional Entrance Fee; and (2) the amount of the Monthly Fee which may be appropriate as a result of such a move, and may require you to enter into a new agreement to supersede this Agreement.

Though it is not expected that it will be necessary, the Corporation may, in the Corporation's sole discretion, move you to an Apartment in the Community of the same size of your Apartment, if required for the protection of your health and safety or the general and economic welfare of other residents at the facility. You will not be required to pay an additional Entrance Fee, or portion thereof, if the move is at the Corporation's request.

B. Double Occupancy. Unrelated or unmarried persons desiring to share an Apartment shall each fully qualify as Residents as set forth in this Agreement.

C. Joint Occupancy by a Resident and Non-Resident. Upon your decision to cohabitate with a non-resident, they may live in the Apartment, unless it is a studio unit, subject to their being eligible for admission to the Community under the Corporation's rules relative to age, health and financial status. In such cases, your Monthly Fee shall be increased to the rate then applicable for a couple living in the Apartment under the Payment Option chosen. The non-resident cohabitant will pay the second person Monthly Fee and occupy the Apartment without any of the rights of a resident or any rights to health care and must vacate the Apartment when the Resident dies or this Agreement is otherwise terminated. The cohabitant may be required to execute an agreement with the Corporation upon such terms and conditions as the Corporation shall require.

A non-resident cohabitant may acquire full rights of a resident and to health care by fulfilling all of the following conditions:

1. meet all qualifications for residence;
2. fill out the necessary application and health forms;
3. pay one-half of the then applicable Entrance Fee payable by a couple for the occupied Apartment; and
4. execute a Residence and Services Agreement.

In the event that you wish to cohabitate and your intended partner is not eligible for admission to the Community as set forth in this Section VIII.C, you may either terminate this Agreement in accordance with Section IX.A or continue to occupy the Apartment (or other appropriate part of the Community) without your partner.

D. Joint Occupancy by Existing Residents. If two Residents occupying two separate apartments decide to cohabitate, they have three options on how to set up their household. First, the Residents may choose to remain in their separate apartments. Second, the Residents may release one of the occupied apartments and reside together in the other. The Monthly Fee of the Residents will be adjusted to reflect the Monthly Fee for a couple for the Apartment that will be occupied. Third, the Residents may, depending upon availability, move into another apartment, provided that the Residents pay any additional Entrance Fee equal to the difference between the total Entrance Fees paid for the two vacated apartments and the current Entrance Fee applicable for a couple

on the newly chosen apartment. No Entrance Fee will be refunded pursuant to the terms of this Section VII.D, and all moving costs will be the responsibility of the Residents.

E. Voluntary Departure of One Resident. If, after establishing residency, a couple desires to live separate, the Residents may remain, depending upon availability, as Residents in separate apartments. The Entrance Fee paid by the couple shall be apportioned equally between the two separated Residents and each shall be responsible for the difference in the Entrance Fee for each respective apartment. Each Resident will at that time be responsible for the Monthly Fee then applicable for single occupancy of each chosen apartment.

If one party desires to terminate this Agreement and move out of the Community, the remaining party will retain full rights and obligations under this Agreement as if he or she executed it as a single Resident, except that the Monthly Fee to be paid by the remaining Resident will be at the then applicable rate for a single resident in the Apartment.

The Entrance Fee paid by the couple will be apportioned equally, and refunds, if any, will be paid in accordance with the applicable provisions of the Payment Option chosen by the couple.

F. Continued Occupancy After Death. If two persons share an Apartment and one dies, the remaining person may continue to live in the Apartment upon the terms provided in this Agreement or may transfer to a smaller apartment, subject to the Corporation's agreement. No refund of the Entrance Fee, if any, shall be payable upon such transfer to a smaller apartment. The Monthly Fee for the remaining person shall be set at the then applicable rate for single occupancy of the Apartment.

IX. TERMINATION OF THIS AGREEMENT AFTER OCCUPANCY

A. Termination by Resident within the First Ninety (90) Days of Occupancy. **If Resident terminates this Agreement by Resident's election or death within the first ninety (90) days of occupancy, the Corporation shall pay any refund of the Entrance Fee paid by the Resident within thirty (30) days after the earlier to occur of:**

1. **The re-contracting of the Resident's unit by: (i) another resident for whom an entrance fee has been paid; or (ii) another party who is not a continuing care resident; or**

2. **The later to occur of: (i) the ninetieth (90th) day after the date the written termination notice is given or the date of death; or (ii) the day the independent living units at the facility have operated at ninety-five percent (95%) of capacity for the previous six (6) months.**

B. Termination by Resident after the First Ninety (90) Days of Occupancy. If Resident terminates this Agreement by Resident's election or death after the first ninety (90) days of occupancy, the Corporation shall pay any refund of the Entrance Fee paid by Resident within sixty (60) days after the Resident's death or the effective date of termination, if on the date of death or at any time between the date the written termination notice is given and the effective date of termination:

1. The Resident resides in a unit at a higher level of care than the level of care in which the Resident resided on initially entering Edenwald; and

2. The last unit in which the Resident resided at the initial level of care on entering Edenwald has been occupied by or reserved for another resident who has paid an entrance fee.

C. Termination by the Corporation. The Corporation may terminate this Agreement after occupancy at any time only for Just Cause. "Just Cause" is defined as:

1. A health status or behavior which constitutes a substantial threat to your or other residents' health or safety;

2. Nonpayment; or

3. A material breach by you of this Agreement or the reasonable written rules and regulations of the Community that contractually bind you.

In the event of termination by the Corporation for Just Cause, the Corporation shall pay to you a refund calculated in accordance with the provisions of this Section IX.C as stated below.

No termination of this Agreement by the Corporation may occur without sixty (60) days prior written notice.

A move or transfer of you to an accommodation outside the facility because of an emergency may not, in and of itself, establish Just Cause for a dismissal or discharge.

If this Agreement is terminated by the Corporation, payment of the refund shall be made within sixty (60) days of the later of: (1) the effective date of Resident's discharge from Edenwald, or (2) Resident vacating the living accommodation.

If terminated under this Section IX.C, the Corporation shall pay the greater of: (1) the Entrance Fee refund amount, if any, the Resident would have been entitled to

under Addendum B if the Resident had terminated this Agreement, or (2) the "Statutory Refund" as set forth in Section 10-448 of the Human Services Article of the Annotated Code of Maryland, which is equal to the total Entrance Fee divided by the Resident's years of expected lifetime¹ at admission, multiplied by the Resident's years of expected lifetime at termination. When the Statutory Refund is paid because of the Corporation's discharge of one or both Residents, it is calculated on the assumption that the Entrance Fee is attributable in equal shares to each Resident. One-half (1/2) of the Entrance Fee is multiplied and divided by the appropriate life expectancy of each Resident and, if to be paid to both Residents, the results added to determine the total refund.

In the event of a discharge of one Resident, the Resident not discharged may terminate this Agreement and receive a refund based on the same formula.

If the non-discharged Resident elects to remain in the living accommodation, payment of the remainder of the Entrance Fee refund, if any, will not occur until the remaining Resident leaves the Community and his or her Residence and Services Agreement is terminated.

D. Termination by Resident Not Meeting the Requirements of Section IX.B. When this Agreement is terminated after the first ninety (90) days of occupancy by Resident's election or death, and the Resident does not meet the requirements of Section IX.B above, such payment shall be deferred until: (1) the Resident's Unit has been vacated and Resident has removed his or her belongings therefrom; and (2) the Corporation has accepted and entered into a Residence and Services Agreement with a new resident who has accepted and paid the Entrance Fee for the Unit formerly assigned to Resident. In the event of termination due to death, the Corporation may require letters of administration before the refund is paid.

E. Termination by Death after Occupancy. If you die while you are an individual Resident, this Agreement shall terminate upon the removal of your property in accordance with Section VI.D and payment of all outstanding debts due by you to the Corporation. If two persons have signed this Agreement as Residents, the provisions of Section VIII.F shall apply upon the death of the first of such two persons. Thereafter, with respect to the survivor, this Agreement shall terminate in accordance with this Section IX, as applicable.

¹ Years of expected lifetime shall be computed for both purposes at the time of termination and be based upon the life tables of the U. S. Department of Health and Human Services (or the equivalent thereof if such agency is no longer in existence) and most recently published at the time of termination.

F. Additional Payments. If you give notice of termination, you shall continue to pay the Monthly Fee until the later of (1) the effective date of termination, (2) the apartment is vacated in accordance with Section VI.D, or (3) ninety (90) days from the date the Corporation receives notice of termination. You shall pay to the Corporation all amounts owed to the Corporation and any expenses incurred by the Corporation in connection with termination, including, but not limited to, any necessary repairs to or replacement of the Corporation's property.

G. Notice of Termination. Resident has the right at any time after the Occupancy Date and prior to death to terminate this Agreement by delivering to the Corporation prior written notice of intent to do so. After the first ninety (90) days of occupancy, if Resident terminates this Agreement, Resident shall provide ninety (90) days written notice of termination to the Corporation. At or prior to the termination date, Resident shall move from the Community and release his or her living accommodation.

If two Residents have signed this Agreement, then either Resident may terminate it as to him/herself and shall not effect a termination with respect to the other Resident. If this Agreement is continued by one of the Residents, the Entrance Fee shall be treated as having been paid on behalf of the remaining Resident.

X. MISCELLANEOUS REPRESENTATIONS

A. Confidentiality of Personal Information. The Corporation shall hold in strict confidence all personal and financial information supplied to the Corporation by you. However certain health care information may be provided to third parties when such disclosure is required or authorized by state or federal laws governing the confidentiality and disclosure of medical records.

B. Representations as to Statements. Your Application, Wait List Application, financial, health history, and other statements submitted to the Corporation are hereby incorporated in this Agreement by reference. You hereby represent that all statements contained therein are true and correct and that there have been no material omissions or adverse changes in such statements that have not been communicated to the Corporation in writing.

C. Representations as to Finances. You hereby represent that to the best of your knowledge and belief, you are and will be able to meet your obligations under this Agreement. The Corporation may require you to provide the Corporation periodically with a current financial statement and verifying documents.

D. Power of Attorney. You shall execute before a Notary Public, deliver to the Corporation not later than the Occupancy Date, and maintain in effect at all times, a

power of attorney designating as your attorney-in-fact a bank or responsible person selected by you. Such power of attorney shall be in a form which survives your incapacity or disability and which is otherwise satisfactory to the Corporation. You or your agent will be responsible for the handling of your finances and the management of your personal property.

E. Preservation of Assets. When, in the Corporation's sole judgment, it appears that continued management of your property by you may prevent you from meeting your obligations under this Agreement, you shall make arrangements for the preservation and management of your property by a third party, including but not limited to, the execution and funding of a trust agreement for your benefit. Upon request, you shall provide the Corporation with a complete financial statement, including copies of federal and state income and gift tax returns for the previous three years.

F. Guardianship. If you shall become legally incompetent or unable to care properly for yourself or your property and you have made no other provision therefor, the Corporation or a duly authorized officer may act as legal guardian of your property when qualified according to law.

G. Beneficiary Designation. Resident may designate that any Entrance Fee refund owed due to the death of Resident on or after the Occupancy Date be sent to a beneficiary chosen by the Resident if: (a) the designation is in writing; (b) the designation is witnessed by two or more competent witnesses; (c) the designation is non-contingent; and (d) the designation is specified in percentages and accounts for 100% of the refund due.

H. Waiver, Representations by the Corporation. The Corporation's failure in any one or more instances to insist upon the strict performance, observance or compliance by you with any provision of this Agreement or the Corporation's waiver of the breach by you of any provision of this Agreement, shall not be construed to be a waiver or relinquishment by the Corporation of the Corporation's right to insist upon strict compliance by you with such provision in the future and with all other provisions of this Agreement. You hereby acknowledge that the Corporation and the Corporation's representatives have made no promises or representations with respect to the Apartment, any facility of the Community, or services to be provided except as specifically set out in this Agreement.

I. Construction, Binding Effect. This Agreement, its Schedule, Addenda and Exhibit, including those items incorporated by reference in Section X.B, constitute the entire agreement between you and the Corporation. No waiver or modification hereof shall be valid unless made in writing, signed by both you and the Corporation, and approved by the Maryland Department of Aging. This Agreement, including its validity,

the capacity of the parties, its form, interpretation of its language and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws and judicial decisions of the State of Maryland and the parties consent to the exclusive jurisdiction of the courts of the State of Maryland. All references in this Agreement to singular masculine pronouns and adjectives shall be deemed to include the feminine and vice versa and the plural, if appropriate. If any provisions of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other provision hereof. All headings contained in this Agreement are for convenience of reference only and shall not affect its meaning, construction, or effect.

J. Statement of Non-Discrimination. No person shall be subject, on the basis of race, color, religion, sex, lifestyle, handicap or national origin, to discrimination in the terms or conditions for admission to, the provision of services in, or any termination from, any accommodation.

K. Successors and Assigns. All duties owed the Corporation by you under this Agreement shall inure to the benefit of any of the Corporation's successors and assigns.

L. Required Statement. **A preliminary certificate of registration or a certificate of registration is not an endorsement or guarantee of this facility by the State of Maryland. The Maryland Department of Aging urges you to consult with an attorney and a suitable financial advisor before signing any documents.**

M. Conflicts between this Agreement and State Law. While you are residing in the Health Care Center, the applicable requirements most favorable to you will prevail when there are differences between the requirements for continuing care certification and licensure requirements for the Health Care Center.

XI. TERMINATION BEFORE OCCUPANCY DATE

A. Right to Terminate Agreement. You shall have the right to rescind this Agreement for any reason prior to the Occupancy Date.

B. Automatic Cancellation. **If, prior to the Occupancy Date, (i) you should die, (ii) the Corporation determines that you are ineligible for entrance into the Community, or (iii) you should elect to terminate this Agreement for any reason, this Agreement shall be automatically canceled, and you or your legal representative shall receive within thirty (30) days a full refund of all moneys paid to the Corporation, except:**

- 1. Any special additional costs incurred by the Corporation for modifications in the Corporation's structure or furnishings specifically requested by you that do not exceed the reasonable**

costs actually incurred by the Corporation for such modification or request or the reasonable costs of restoration actually incurred by the provider and to the extent such modification or request is set forth in writing in a separate Addendum to this Agreement and signed by you; and

2. The non-refundable Processing Fee paid by you.

If this Agreement is signed by two people as Resident, and one dies prior to the Occupancy Date, the survivor shall have the option to cancel this Agreement pursuant to the terms of this Section XI.B. If the survivor elects not to cancel this Agreement he/she will be treated as a single resident for purposes of the Monthly Fee but no refund of the Entrance Fee will be given at that time.

IN WITNESS WHEREOF, the Corporation and the Resident have executed this Agreement as of the date first above written.

WITNESS/ATTEST:

GENERAL GERMAN AGED PEOPLE'S HOME OF BALTIMORE

Mark L. Beggs, President

_____ (SEAL)

Resident 1

_____ (SEAL)

Resident 2

**SCHEDULE 1
SCHEDULE OF FEES
EFFECTIVE 1/1/2024**

TOWER APARTMENTS

TYPE A CONTRACTS

Type of Residence		First Person 50 Month Declining Entrance Fee	First Person 80% Refundable Entrance Fee	First Person Monthly Fee
The Canterbury 1 BR		\$207,000	\$341,500	\$4,757
The Windsor 1 BR & Den		\$282,500	\$465,000	\$5,400
The Chancellor 2 BR		\$363,500	\$599,500	\$6,107
The Richmond 1 BR & Den		\$424,500	\$743,000	\$6,815
The Richmond II 1 BR & Den		\$434,500	\$760,5000	\$7,070
The Kensington 2 BR Deluxe		\$446,000	\$780,500	\$7,201
The Astor Penthouse		\$452,500	\$792,000	\$7,328
Second Person Fee		\$37,500	\$65,000	\$2,039

**SCHEDULE 1
SCHEDULE OF FEES
EFFECTIVE 1/1/2024**

TERRACE APARTMENTS

TYPE A CONTRACTS

Type of Residence		First Person 50 Month Declining Entrance Fee	First Person 80% Refundable Entrance Fee	First Person Monthly Fee
The Exeter 1 BR/1.5 BA		\$456,500	\$743,500	\$7,201
The Berkeley 2 BR/2 BA		\$486,500	\$852,000	\$7,714
The Pembroke 1 BR/2 BA/Den		\$486,500	\$852,000	\$7,585
The Oxford 2 BR/2 BA		\$496,000	\$867,500	\$7,842
The Carlisle 2 BR/2 BA		\$524,500	\$918,000	\$8,358
The Norwich 2 BR/2 BA		\$528,500	\$924,500	\$8,358
The Dartmouth 2 BR/2 BA/Den		\$571,500	\$1,000,000	\$8,743
The Winchester 2 BR/2 BA/Den		\$589,000	\$1,031,000	\$8,999
The Buckingham 2 BR/2 BA/Den		\$621,000	\$1,087,000	\$9,643
Second Person Fee		\$37,500	\$65,000	\$2,039

**SCHEDULE 1
SCHEDULE OF FEES
EFFECTIVE 1/1/2024**

TOWER APARTMENTS

TYPE C CONTRACT

Type of Residence	First Person 50 Month Declining Entrance Fee	First Person 80% Refundable Entrance Fee	First Person Monthly Fee
The Canterbury 1 BR	\$139,500	\$244,500	\$3,793
The Windsor 1 BR & Den	\$215,500	\$376,500	\$4,244
The Chancellor 2 BR	\$296,000	\$518,500	\$5,144
The Richmond 1 BR & Den	\$357,000	\$625,000	\$5,529
The Richmond II 1 BR & Den	\$367,500	\$642,500	\$5,786
The Kensington 2 BR Deluxe	\$379,000	\$663,500	\$6,172
The Astor Penthouse	\$385,000	\$674,000	\$6,172
Second Person Fee	\$10,500	\$18,500	\$1,285

**SCHEDULE 1
SCHEDULE OF FEES
EFFECTIVE 1/1/2024**

TERRACE APARTMENTS

TYPE C CONTRACTS

Type of Residence	First Person 50 Month Declining Entrance Fee	First Person 80% Refundable Entrance Fee	First Person Monthly Fee
The Exeter 1 BR/1.5 BA	\$389,000	\$681,000	\$5,914
The Berkeley 2 BR/2 BA	\$419,000	\$734,000	\$6,429
The Pembroke 1 BR/2 BA/Den	\$419,000	\$734,000	\$6,429
The Oxford 2 BR/2 BA	\$428,500	\$750,500	\$6,557
The Carlisle 2 BR/2 BA	\$457,500	\$801,000	\$6,942
The Norwich 2 BR/2 BA	\$460,500	\$806,500	\$6,942
The Dartmouth 2 BR/2 BA/Den	\$504,000	\$882,000	\$7,456
The Winchester 2 BR/2 BA/Den	\$521,500	\$913,000	\$7,714
The Buckingham 2 BR/2 BA/Den	\$553,500	\$969,000	\$8,358
Second Person Fee	\$10,500	\$18,500	\$1,285

**SCHEDULE 1
SCHEDULE OF FEES
EFFECTIVE 1/1/2024**

ASSISTED LIVING FEES AND COMPREHENSIVE CARE FEES

**ASSISTED LIVING ENTRANCE FEES and MONTHLY FEES
for an Individual Directly Admitted to Assisted Living (i.e. without first residing in
an Apartment)**

		Declining Balance Entrance Fee	Monthly Fee
Southerly Place			
Private Room		\$50,000	\$8,995
Hoerichs Hall			
Private Room		\$50,000	\$9,694

TYPE C CONTRACT - Transfer to Assisted Living

		Per Diem Rate	Monthly Fee
Southerly Place			
Private Room			\$8,995
Hoerichs Hall			
Private Room			\$9,694

TYPE C CONTRACT - Transfer to Comprehensive Care

Per Diem Rate: Stroh Hall- \$462 /day Private Room

**SCHEDULE 1
SCHEDULE OF FEES
EFFECTIVE 1/1/2024**

ANCILLARY CHARGES

Daily Meal Allowance	\$13.00
Dining Room Guest Meal	
Mon-Saturday	\$22.00
Sunday, Premium Dining & Holidays	\$28.00
Ala-Carte Surcharge for a Guest (surcharge in addition to selected food)	\$9.00
Dining Room Guest Meal - Valley Room	
Mon-Saturday	\$27.00
Hot Breakfast Buffet (last Sunday of the month)	\$22.00
Sunday, Buffets & Holidays	\$33.00
Tray Service (Elective/Non-Medical)	\$7.00
Parking Garage Rent	\$63.00/month
Guest Room Rental	\$115.00/day
Housekeeping	
Bed Change	\$7.00
Additional Service	\$27.50/hour
Rollaway Bed	\$25.00
Daily Meal Charge - Health Center (Type A contracts only)	\$9.50
Medical Supply Charge: Southerly Place Hoerichs Hall AL & Nursing, Stroh Hall	Charged as utilized
Companion Accompaniment to Medical Appts. (as available)	\$27.50/hour
Health Center Telephone Rental	\$23.00/month
Maintenance	
Key Replacement	\$150.00
Additional Service	\$27.50 for each 30 minutes
Access Card Replacement	\$15.00
Emergency Pendant (Nonrefundable)	\$140.00
Scheduled Transportation Beyond a 10-Mile Radius	\$3.50/mile
Additional Storage Locker	\$17.50/month

**ADDENDUM A
ASSISTED LIVING ADDENDUM**

This Assisted Living Addendum (this “Addendum”) dated _____, 20____, to the Residence and Care Agreement or Residence and Services Agreement (the "Agreement") dated _____, 20____, describes the Assisted Living Unit and programs at the Community. When you transfer to or are admitted to the Assisted Living Unit at the Community, your residency will be governed by the terms and conditions of this Addendum, as amended, and in effect at the time. You will be provided with an updated copy of this Addendum at any time there is a change in the terms and conditions of this Addendum. At the time of your transfer or admission, you will be asked to sign a copy of the Addendum in effect at that time.

THIS IS AN ADDENDUM TO YOUR RESIDENCE AND SERVICES AGREEMENT. ALL TERMS AND CONDITIONS OF YOUR RESIDENCE AND SERVICES AGREEMENT NOT ALTERED OR ADDRESSED IN THIS ADDENDUM REMAIN IN FULL FORCE AND EFFECT.

All capitalized terms shall have the same meaning as the terms in the Residence and Services the Agreement.

I. GENERAL

Should you transfer to or be admitted to the Assisted Living Unit of the Community, your occupancy will be governed by the terms and conditions of this Addendum. Your living unit will be the accommodation assigned to you in the Assisted Living Unit. Your Entrance Fee will be the Entrance Fee paid in accordance with the terms of the Agreement. You shall not be entitled to any refund of your Entrance Fee solely because of your move to the Assisted Living Unit.

II. LEVEL OF CARE IN ASSISTED LIVING

A. The Level of Care for which the Community's Assisted Living Unit is licensed

The Maryland Department of Health and Mental Hygiene licenses assisted living programs to provide up to three levels of care: low (Level 1), moderate (Level 2) and high (Level 3). The Corporation's assisted living program is licensed as a high (Level 3) level of care by the Department of Health and Mental Hygiene (“DHMH”) to provide low, moderate and high levels of care. The Corporation agrees to provide you with assisted living care as appropriate to your needs in the Assisted Living Unit.

B. Notification of Level of Care

In addition to the procedures outlined in Section VII of the Agreement, your need for care will be assessed by you and your physician prior to the time for the transfer to ensure that you will receive the proper level of care in accordance with your needs and the provisions of the State of Maryland Assisted Living regulations. You will be notified in writing of the level of care to be provided to you in assisted living and of changes in the level of care to be provided to you in assisted living.

C. Need for a Higher Level of Care

If your needs change and you need a higher level of care than the level the Community is providing in its assisted living program at the time you need the care, you will be given the following options:

1. you will be given the option to transfer to the Comprehensive Care Unit of the Health Care Center; or
2. if you do not wish to transfer to the Comprehensive Care Unit, you may be discharged for Just Cause in accordance with Section IX.C of the Agreement if your health status or behavior constitutes a substantial threat to your health or safety or the health or safety of other residents of the community; or
3. If space is not available in the Comprehensive Care Unit, you will be given the option to transfer to another nearby licensed facility and shall be financially responsible for the cost of nursing services provided to you. Any Resident who temporarily relocates to a nearby licensed facility shall, on a priority basis, be returned to the Community as soon as appropriate space is available.
4. If it is determined that you cannot reasonably be cared for in the Health Care Center due to a physical, emotional or mental condition beyond the scope of the Corporation's services (including, without limitation, violent mental illness, communicable disease, alcoholism or substance abuse), the Corporation may request that you transfer to an External Facility.

As long as the Agreement and this Addendum are not terminated, you shall pay the following fees when temporarily in an External Facility:

- (a) For a transfer from an Assisted Living Unit to an External Facility, you shall continue to pay the Per Diem Rate for the Assisted Living Unit in accordance with Section IV.B.1 of the Agreement.
- (b) If you are temporarily in an Assisted Living Unit, retain your Apartment and transfer to an External Facility, you shall continue to pay: (1) the Per Diem Rate for the Assisted Living Unit in accordance with Section IV.B.1 of the Agreement and (2) the Monthly Fee applicable to the Apartment in accordance with Section IV.B.1 of the Agreement.

A transfer under this Section II.C does not, of itself, modify the right to receive a refund, if any, under the Payment Option chosen by you.

- 5. If Resident is hospitalized or away from the Community temporarily, the Corporation will hold Resident's Assisted Living Unit bed as long as Resident continues to pay the Per Diem Rate to the Corporation.
- 6. If you transfer to an External Facility on a temporary basis, you shall have the right, on a priority basis, to be returned to the Health Care Center or the Apartment as soon as appropriate space is available.

III. SERVICES INCLUDED IN ASSISTED LIVING

A. In consideration of your payment of the Per Diem Rate and in accordance with your needs, the Community agrees to provide the following services:

- 1. An unfurnished private room in Southerly Place or a private room in Hoerichs Hall (furnishings required by Department of Health and Mental Hygiene regulations will be provided, if necessary, at no charge).
- 2. Housekeeping and laundry services, including linen service;
- 3. Three well balanced meals a day (only one of which is included in the Per Diem Rate), including special diets and additional snacks as may be required by your care plan; additional meals are provided at the expense of the Resident.
- 4. Personal care services consistent with your needs, including:

- a. assistance with and/or supervision of activities of daily living including eating, personal hygiene, mobility, toileting and dressing; †
 - b. provision and/or facilitating access to appropriate health care and social services, including: social work services, rehabilitation services, home health services, hospice services, skilled nursing services, physician services, and other specialty health and social work services (but the actual cost of such services will be your responsibility, pursuant to Section V below); and
 - c. provision and/or facilitating access to social and recreational services, including facilitating access to spiritual and religious activities consistent with your background and preferences;
5. Assessment and periodic reassessment of your ability to self-administer medications; and
 6. Assistance with and/or administration of medications based on your needs.
- B. The following services are not provided in Assisted Living.
1. Hand feeding.
 2. Tube feeding.
 3. IV Therapy.
 4. Suctioning.
 5. Tracheotomy care.

The following services are provided by the Corporation; but supplies associated with the service provided are billed to the resident on a price per item basis as indicated (costs to be determined from time to time).

1. Catheter care.
2. Colostomy care.

† Residents in Southerly Place do not receive assistance with eating, mobility or toileting.

3. Pressure sore or other wound care.
4. Incontinence care.

The following services are provided to the Resident by third parties and charged directly to the Resident.

1. Oxygen therapy.
2. Radiology (x-ray services).
3. On-site laboratory services.
4. Beauty and barber services.
5. On-site pharmacy services - medications.
6. Health Equipment including: walkers, geriatric chairs, wheelchairs, pressure mattress and trapeze.
7. Transportation if not to an Edenwald physician.

C. The Corporation is responsible for: monitoring the Resident's health status; arranging or overseeing the Resident's care; and contracting for services and items on the Resident's behalf including equipment and supplies not provided by the Corporation. The Corporation will notify the Resident of the cost of purchasing durable medical equipment and supplies if required by the Resident's attending physician or if the Resident or the Resident's Responsible Party (see Section VII below) wishes to purchase such durable medical equipment and supplies.

IV. ADULT MEDICAL DAY CARE

The Corporation is not licensed for an Adult Day Care Program. However, Assisted Living regulations state that residents can voluntarily attend an adult day care or structured program. This is not mandatory. The cost of and transportation to the program would be the responsibility of the resident.

V. ASSISTED LIVING FEES

A. Per Diem Rate

While you reside in the Assisted Living Unit, you will continue to pay the Per Diem Rate. This Per Diem Rate includes the services outlined in Section III above.

B. Changes in fees

The Per Diem Rate, charges, or the scope of care or services may be adjusted by the Corporation at the Corporation's discretion at any time upon at least FORTY-FIVE (45) DAYS PRIOR WRITTEN NOTICE.

C. Payment of fees

All bills and payments thereof shall be handled in accordance with the provisions of Section IV of the Agreement.

VI. COORDINATION WITH RESIDENCE AND SERVICES AGREEMENT

This is an Addendum to the Agreement. All terms and conditions of the Agreement not altered or addressed in this Addendum remain in full force and effect. For example, Section X.D of the Agreement discusses your need for a power of attorney in case you are unable to handle your own financial and health related affairs, Section II.D discusses your responsibilities in connection with hiring private contractors, including private duty aides. Section VI.D discusses obligations regarding the disposition of your property upon your discharge or death, and Section VII.C sets forth sections of the Agreement that discuss services not covered by your Per Diem Rate.

VII. RESPONSIBLE PARTY

If you are unable to act for yourself, a Responsible Party will be required to act for you in connection with your financial obligations under the Agreement, including this Addendum. The Responsible Party shall be the person you have designated as such to the Community based on the documents on file with the Community (See Section X.D of the Agreement pertaining to powers of attorney.) A Responsible Party is someone who will handle your financial affairs while you are a resident at the Community. The Responsible Party shall be responsible for paying for the costs you incur from your funds, but shall not be responsible for paying for any such costs from funds other than yours.

VIII. RIGHTS AND OBLIGATIONS

A. Resident's Rights

As an Assisted Living resident, Resident has many rights. Among those rights is the right to make medical decisions and manage personal affairs. A copy of the Resident's rights when in an Assisted Living Unit is in **Exhibit 1A**.

B. Refusal to Accept Nursing or Medical Treatment

The Resident accepts responsibility for any consequences resulting from Resident's refusal to accept nursing or medical treatment or service considered by their attending physician to be necessary for their care.

C. Medication Administration by Spouse or Domestic Partner

A spouse or domestic partner may administer medications to their spouse or domestic partner if, and only if, such spouse or domestic partner has been evaluated by the Corporation and approved for the administration of medications.

IX. EXAMINATION OF RECORDS

The Resident recognizes that the Department of Health and Mental Hygiene, or any other state licensing agency, may inspect Resident’s records as part of an evaluation of the Assisted Living program.

X. ACKNOWLEDGMENT

By signing below, the Resident or the Resident’s Responsible Party acknowledges that he/she has reviewed all of the rules and regulations governing the Corporation’s Assisted Living program as they appear in the Assisted Living handbook.

This Addendum A is attached to and made a part of the Residence and Services Agreement dated _____ between the Corporation and _____.

Signed by the Resident this ___ day of _____, 20____.

**GENERAL GERMAN AGED PEOPLE’S
HOME OF BALTIMORE**

RESIDENT OR RESPONSIBLE PARTY

By: _____
Mark L. Beggs, President

Resident

Resident

Responsible Party*
Print Name: _____
Title: _____

- Indicate whether you are:
- 1) A representative under a DPA for medical care or a health care agent;
 - 2) A guardian of the person; or
 - 3) A family member.

*If the Resident has been adjudicated disabled or the Resident's doctor determines that the Resident is incapable of understanding or exercising his or her rights and responsibilities, the Corporation may require the signature of another person on this Addendum. The other person may be: 1) a representative under a durable power of attorney (DPA) for medical care or a health care agent appointed through an advance directive; 2) a guardian of the person; or 3) a family member or close friend.

EXHIBIT 1A
to
Assisted Living Addendum

RESIDENT'S RIGHTS

A. Rights. A resident of an assisted living program has the right to:

1. Be treated with consideration, respect and full recognition of the resident's human dignity and individuality;
2. Receive treatment, care and services that are adequate, appropriate and in compliance with relevant State, local and federal laws and regulations;
3. Participate in planning the resident's service plan and medical treatment;
4. Choose a pharmacy provider, subject to the provider's reasonable policies and procedures with regard to patient safety in administration of medications;
5. Refuse treatment after the possible consequences of refusing treatment are fully explained;
6. Privacy, including the right to have a staff member knock on the resident's door before entering unless the staff member knows that the resident is asleep;
7. Be free from mental, verbal, sexual and physical abuse, neglect, involuntary seclusion and exploitation;
8. Be free from physical and chemical restraints;
9. Confidentiality;
10. Manage personal financial affairs;
11. Retain legal counsel;
12. Attend or not attend religious services as the resident chooses, and receive visits from members of the clergy;

13. Possess and use personal clothing and other personal effects to a reasonable extent, and to have reasonable security for those effects in accordance with the assisted living program's security policy;
14. Determine dress, hairstyle, or other personal effects according to individual preference, unless the personal hygiene of a resident is compromised;
15. Meet or visit privately with any individual the resident chooses, subject to reasonable restrictions on visiting hours and places, which shall be posted by the assisted living manager;
16. Make suggestions, complaints, or present grievances on behalf of the resident, or others, to the assisted living manager, government agencies, or other persons without threat or fear of retaliation;
17. Receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions or grievances the resident may have;
18. Have access to the procedures for making complaints to the:
 - a. Long-Term Care Ombudsman Program of the Department of Aging,
 - b. Adult Protective Services Program of the local department of social services,
 - c. Office of Health Care Quality of the Department of Health and Mental Hygiene ("DHMH"), and
 - d. designated protection and advocacy agency, if applicable;
19. Have access to writing instruments, stationery and postage;
20. Receive a prompt reasonable response from an assisted living manager or staff to a personal request of the resident;
21. Receive and send correspondence without delay, and without the correspondence being opened, censored, controlled or restricted, except on request of the resident or written request of the resident's representative;
22. Receive notice before the resident's roommate is changed and, to the extent possible, have input into the choice of roommate;
23. Have reasonable access to the private use of a common use telephone within the facility; and

24. Retain personal clothing and possessions as space permits with the understanding that the assisted living program may limit the number of personal possessions retained at the facility for the health and safety of other residents.

B. Confidential Information.

1. Any case discussion, consultation, examination or treatment of a resident is:

- a. Confidential,
- b. To be done discreetly, and
- c. Not open to an individual who is not involved directly in the care of the resident, unless the resident or resident's representative permits the individual to be present.

2. Except as necessary for the transfer of a resident from the assisted living program to another facility, or as otherwise required by law, the personal and medical records of a resident are confidential and may not be released without the consent of the resident or resident's representative, to any individual who is:

- a. Not associated with the assisted living program, or
- b. Associated with the assisted living program, but does not have a demonstrated need for the information.

3. The assisted living manager shall share resident information with DHMH as necessary to administer the assisted living regulations.

C. Service Prohibited. A resident may not be assigned to do any work for the assisted living program without the resident's consent and appropriate compensation, unless the resident declines to be compensated.

D. Adult Medical Day Care.

1. Adult day care attendance may be encouraged.
2. Adult day care attendance or attendance at any other structured program shall be voluntary, not mandatory.
3. Adult medical day care availability and policies shall be disclosed in the assisted living program's admission agreement.

**ADDENDUM B
PAYMENT OPTIONS AND REFUNDS OF ENTRANCE FEE**

A. GENERAL

All terms used in this Addendum B have the meanings assigned to them in the foregoing Residence and Services Agreement (the "Agreement"). All fees paid to the Corporation shall become the Corporation's exclusive property upon the Occupancy Date or the date of payment, if later. However, the Corporation shall employ such fees for the purposes set forth in the Agreement, to the extent necessary, in meeting the Corporation's obligations to you under the Agreement (including the obligation to make refunds, if any, as set out in this Addendum) and in meeting the Corporation's obligations to the other residents of the Community. All refunds provided for in any payment option set forth in this Addendum shall be payable in accordance with this Addendum. In the event that two persons sign the Agreement as resident, any refund required under the applicable payment option shall be paid after the termination of the Agreement by, or the death of, the last remaining person. The Corporation agrees to make reasonable efforts to satisfy the conditions for payment of the Entrance Fee refund. See Section IX of the Agreement regarding the timing and conditions for payment of any Entrance Fee refund.

B. PAYMENT OPTIONS

THE APPLICABILITY OF THE FOLLOWING TERMS DEPENDS UPON THE NUMBER OF THE PAYMENT OPTION WHICH IS SPECIFIED ON PAGE 2 OF THE FOREGOING AGREEMENT. IF NO NUMBER IS SPECIFIED, NONE OF THE FOLLOWING TERMS APPLY.

1. Payment Option 1.

A. Declining Balance Entrance Fee. This Section B.1.A applies only to Payment Option 1. If the Agreement is terminated by the Resident or death during the first 50 months after the Occupancy Date, the entire Entrance Fee shall be refunded, less 2% of the Entrance Fee for each month or part of a month following the Occupancy Date (less Financial Assistance, if any).

For example: If your Occupancy Date were August 1, 2022, and the termination date were December 31, 2022 (5 months) then the refund would equal the total Entrance Fee paid less 10%, i.e. refund of 90% of the Entrance Fee paid.

B. Refund after Termination after 50th Month. This Section B.1.B applies only to Payment Option 1. After the end of the 50th month from the Occupancy Date, no refund will be paid by the Corporation.

2. Payment Option 2.

80% Refundable Entrance Fee. This Section B.2 applies only to Payment Option 2. If the Agreement is terminated by the Resident or death after the Occupancy Date, 80% of the Entrance Fee shall be refunded.

For example: If your Occupancy Date were August 1, 2022 and the termination date were December 31, 2022 (5 months) then the refund would equal 80% of the total Entrance Fee paid.

This Addendum B is attached to, and made a part of, the Residence and Services Agreement dated _____ between the Corporation and _____.

Signed by the Resident this ___ day of _____, 20____.

Resident _____(SEAL)

Resident _____(SEAL)

ADDENDUM C
ASSISTED LIVING UNIT LIST OF SERVICES OFFERED
AND FEE SCHEDULE

The Per Diem Rate shall cover the following care and services to the Resident:

- a. Nursing care 24 hours per day
- b. Three meals per day and evening nourishment
- c. Therapeutic diets, when ordered by the physician
- d. Planned activity program
- e. Consultation with a social worker
- f. Complete personal and facility laundry service, linens included
- g. General maintenance and housekeeping of room
- h. Basic cable television access
- i. A private room in Hoerichs Hall or a private room in Southerly Place
- j. Each residence is equipped with an emergency call system

It is understood that the following services are **not included** in the Per Diem Rate and that the cost of these services are and will remain the financial responsibility of the Resident:

- a. All doctors' fees and charges
- b. Laboratory tests and fees
- c. Hospital charges
- d. Pharmaceutical drugs
- e. Medical supplies
- f. Incontinence supplies
- g. Prosthetic devices and aids
- h. Dental care and dentures
- i. Physical, speech or occupational therapy
- j. Podiatry services
- k. Optic and ophthalmic care
- l. Hearing tests and aids
- m. Therapy for psychiatric disorders
- n. Ambulance charges
- o. Any other medical care costs
- p. Funeral and burial costs

The Resident understands that the following optional services are also **not included** in the Per Diem Rate and the costs of these services are and will remain the financial responsibility of the Resident:

- a. Professional beauty and hair care
- b. Newspaper and magazines
- c. Personal telephones or personal telephone calls
- d. Postage and mailing
- e. Personal toiletries
- f. Transportation for personal matters
- g. Insurance of personal property
- h. Moving costs to the facility
- i. Other personal desires

ASSISTED LIVING FEE SCHEDULE 2023

PRODUCT/SERVICE

FEE

Meal Charge	Additional \$9.50 per day
Medical Supply Charge:	
Southerly Place	\$3.75/day
Hoerichs Hall	\$5.30/day

Note: In 2023 the daily charge will be replaced with a price per item basis and billed to the resident. Please request a pricing schedule.

Telephone (unlimited local and long distance calls	\$23/month
Adaptive Equipment	Cost
(e.g., hand rails, special switches, elevated toilet seats or walkers)	
Key Replacement	\$150
Emergency Pendant (non-refundable)	\$125
Beauty Shop:	
Shampoo	\$17.00
Heated Scalp Treatment	\$14.00
Shampoo & Set Package	\$32.00
Shampoo Blow-dry & Curling Iron	\$39.00
Wiglet Wash & Set	\$17.00
Shampoo Only with Dryer	\$21.00

Women's Cut	\$32.00
Shampoo, Cut & Style	\$56.00
Bang Trim	\$12.00
Men's Cut	\$25.00
Clean Hair Piece	\$20.00
Single Process Color	\$73.00
Temporary Color Rinse	10.00
Highlights - Price Level 1	\$85.00
Highlights - Price Level 2	\$95.00
Highlights - Price Level 3	\$105.00
Perm Only	\$88.00
Truist Gloves	\$6.00
Manicure	\$30.00
Pedicure	\$41.00
Spa Pedicure (Extra Massage & Sugar Scrub)	\$46.00
Polish Change - Nail Shaping	\$15.00
Nail Soak Off	\$12.00
1 Step Gel Manicure	\$42.00
Tweeze	\$12.00
Hair Removal Service (per service for Chin or Lip)	\$15.00
Hair Removal Service (per service for Brow)	\$15.00

Modifications are less than the "not to exceed amount", the Corporation will refund the excess to Resident.

4. Refund. If Resident does not occupy the Unit due to the death of the Resident, or other termination of the Residence and Services Agreement prior to the Occupancy Date, or if Resident is residing in the Unit but dies or withdraws from Edenwald prior to the installation of the Custom Modifications, the Corporation shall refund payments made by the Resident under this Addendum which are in excess of the actual, reasonable costs incurred by the Corporation in providing the Custom Modifications, including costs for design and development, fixed contract obligations with respect to such Unit, construction costs and administration costs. The refund shall be payable within thirty (30) days of written notice to the Corporation of the Resident's death or termination of the Residence and Services Agreement.

5. Restoration Cost for Custom Modifications.

a. If Resident does not occupy the Unit because of the Resident's death or termination of the Residence and Services Agreement prior to the Occupancy Date, or if either Resident or the Corporation terminates the Residence and Services Agreement after Resident has occupied the Unit, or if Resident is permanently transferred to a different Living Accommodation, the Corporation, in its sole discretion, may elect to restore the Unit to its condition prior to the undertaking of the Custom Modifications or to market the Unit with the Custom Modifications to a new resident. If the Corporation elects to restore the Unit, Resident agrees to pay to the Corporation the reasonable cost to remove the Custom Modifications and restore the Unit to its original condition.

b. Within thirty (30) days of completion of the restoration process, the Corporation shall send to Resident an invoice for the reasonable costs incurred in restoring the Unit. Resident agrees to pay the invoice to the Corporation within thirty (30) days of the date of receipt of the invoice. Except as to any refund due under Section IX of the Residence and Services Agreement for termination by the Corporation, the Corporation may withhold such restoration costs from any amount otherwise to be repaid or refunded to Resident.

c. If the Corporation elects to market the Unit with the Custom Modifications, Resident shall not be entitled to a refund of any portion of the costs or value of the Custom Modifications paid by Resident.

6. Entire Agreement. This Addendum and the Residence and Services Agreement constitute the entire agreement between the parties in respect of providing Custom Modifications, or otherwise customizing and restoring the Unit. This Addendum is incorporated into the Residence and Services Agreement. The Residence

and Services Agreement remains in full force and effect, and, if there is any inconsistency between this Addendum and the Residence and Services Agreement, this Addendum shall govern. This Addendum may be amended only in writing executed by all parties.

WITNESS the signatures of the parties.

WITNESS:

_____ (SEAL)
Resident

_____ (SEAL)
Resident

GENERAL GERMAN AGED PEOPLE'S HOME
OF BALTIMORE

_____ (SEAL)
Mark L. Beggs
President

2

EXHIBIT 1
[RESIDENT ADMISSION CONTRACT OF THE COMMUNITY -
AS APPROVED BY DHMH]

2261957

Exhibit 1-1

Edenwald Residence and Services Agreement
Type C - Fee for Service
4/2023