

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	Civil No.: 20-2272
v.)	
)	
HERITAGE SENIOR LIVING, LLC,)	
WESTRUM HANOVER, LP, and GAHC3)	
BETHLEHEM PA ILF, LLC,)	
)	
Defendants.)	
_____)	

CONSENT ORDER

I. BACKGROUND

1. The United States initiated this action on May 13, 2020, captioned *United States v. Heritage Senior Living, LLC, et al.*, No. 20cv2272 (E.D. Pa.), to enforce the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601-3631, as amended, as set forth in more detail in the Complaint and as summarized below. In its Complaint, the United States alleges that from at least 2005 to the present, Heritage Senior Living, LLC (“HSL”), a Pennsylvania limited liability company, and Westrum Hanover, LP (“Westrum”), a Pennsylvania limited partnership, discriminated against residents and prospective residents with disabilities at Traditions of Hanover (“Traditions”), a 115-unit multifamily senior housing apartment complex located at 5300 Northgate Drive in Bethlehem, Pennsylvania. The United States’ complaint also alleges that GAHC3 Bethlehem PA ILF, LLC, (“GAHC3”), a Delaware limited liability company, discriminated against residents and prospective residents with disabilities at Traditions since GAHC3 purchased Traditions from its original owner and developer, Westrum, on or about June 26, 2015. GAHC3 is a real estate investment trust in the business of leasing a property that primarily serves as non-federally assisted,

market rate rental housing for persons over the age of 55. HSL, Westrum, and GAHC3 are collectively referred to as “Defendants.”

2. At all times relevant hereto, HSL has provided management services to Westrum with respect to the Traditions facility and has provided and continues to provide similar management services to GAHC3 during the course of its ownership of Traditions.

3. Specifically, the Complaint alleges that Defendants have engaged in unlawful discrimination by creating and implementing a series of discriminatory tenant occupancy and eligibility policies and practices that exclude persons with disabilities. The Complaint alleges that Defendants violated the FHA by, *inter alia*, enacting a policy that required residents who use wheelchairs to transfer from their wheelchairs into a dining room chair, enacting a policy that required residents who used motorized and non-motorized wheelchairs to pay a non-refundable deposit, and requiring residents to sign a lease that defines the term “Independent Living” and advises that the resident may be subject to an initial physical assessment prior to entry to Traditions and potential eviction if a resident develops certain health conditions. In addition, the Complaint alleges that the Defendants provide transportation as an amenity and that until 2013 that transportation was inaccessible to people who used wheelchairs in violation of the FHA.

4. The United States contends that those alleged acts and others alleged in the Complaint constitute a pattern or practice of resistance to the full enjoyment of rights granted by the FHA, and denial to a group of persons of rights granted by the FHA, which denial raises an issue of general public importance.

5. Defendants have denied and continued to deny the United States’ allegations of wrongdoing, including, without limitation, any and all allegations that Defendants have

discriminated against any person or class of persons protected under the FHA or have otherwise violated the law.

6. The United States and the Defendants (collectively, the “Parties”) have voluntarily agreed to resolve the United States’ claims against the Defendants by entering into this Consent Order, as indicated by the signatures below.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

7. The Court has jurisdiction over this action, and may grant the relief sought herein, under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

III. LIMITATION AND SCOPE OF ORDER

8. **HSL**: With respect to HSL, the provisions of this Consent Order apply to any and all senior housing facilities owned, operated, and/or managed by HSL within the United States of America (each a “Covered HSL Facility” and any combination thereof are referred to collectively as “Covered HSL Facilities”) and are set forth in Exhibit I. The Parties acknowledge and agree that certain facilities operated or managed by HSL are unlicensed “independent living” facilities or have an unlicensed “independent living” component, and, as such, are forbidden under the laws, rules, and regulations of the States where those facilities are located from providing certain care, services and/or amenities without applying for, qualifying for, and receiving a license from a State, County, Municipal, or other regulatory body or agency. Nothing herein shall be construed to require HSL or any such unlicensed “independent living” facility owned, operated, or managed by Defendants, including HSL, to provide certain levels of care, services, and/or amenities that it cannot provide under the laws, rules, and regulations of the applicable state, any county, and/or municipality where each such facility is located unless it satisfies the licensing requirements of

said state, county, and/or municipality and is duly licensed, nor shall anything herein be construed to require Defendants, including HSL, to apply for, obtain, qualify for, possess, or receive any license required by law, rule, or regulation to provide a higher level of care or additional services or amenities with respect to any such “independent living” facility owned by any of the Defendants or owned, operated, or managed by HSL. Likewise, the Parties acknowledge and agree that many facilities or portions of facilities operated or managed by HSL are licensed to provide varying levels of care by the applicable state, county, municipality or other regulatory bodies and/or agencies and are required to comply with state laws, rules, and regulations to maintain those licenses. Accordingly, nothing herein shall be construed to require any licensed HSL Facility to take any action or to refrain from taking any action that would cause it to be non-compliant with the licensing regulations of the applicable state, county, municipality or other regulatory body or agency that issued a facility’s license. Further, nothing herein shall require HSL or any licensed HSL Facility to provide any level of care, services, and/or amenities that it cannot provide under its current license or to apply for, qualify for, receive, or possess a license other than any license that each respective HSL Facility may possess as of the date of the entry of this Consent Order.

9. **GAHC3**: With respect to GAHC3, the provisions of this Consent Order apply to any and all “independent living” senior housing facilities owned, operated, and/or managed by GAHC3 (each a “Covered GAHC3 Facility” any combination thereof are referred to collectively as “Covered GAHC3 Facilities”) (Covered HSL Facilities and Covered GAHC3 Facilities are referred to collectively herein as “Covered Facilities”) and are set forth in Exhibit I. Nothing herein shall be construed to require GAHC3 or any such unlicensed “independent living” facility owned, operated, or managed by GAHC3 to provide services and amenities that it cannot provide under the laws, rules, and regulations of the state, county, municipality, or other regulatory body

or agency where each such facility is located, nor shall anything herein be construed to require GAHC3 to apply for, obtain, or receive any license to provide a higher level of care or additional services or amenities with respect to any such “independent living” facility owned, operated, or managed by GAHC3.

IV. GENERAL INJUNCTION AND NONDISCRIMINATION PROVISIONS

10. **Injunction**: Defendants and their respective officers, employees, agents, successors, and assigns, shall not:

(a) Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of disability, either themselves or through their respective employees, agents, or representatives;

(b) Discriminate against any person in the terms, conditions or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of disability; or

(c) Make, print, publish, or cause to be made, printed, or published, any notice, statement or advertisement with respect to the rental of a dwelling that states any preference, limitation, or discrimination based on disability.

V. SPECIFIC INJUNCTIVE RELIEF

A. Provisions Related to Adoption and Implementation of Non-Discrimination Policies and Other Pertinent Documents

11. **Policies**: Except as otherwise set forth in this Paragraph 11 and its subparts, within sixty (60) days after the entry of this Consent Order, the Defendants shall:

(a) Ensure that the owners, principals, and executives of each of the Defendants, any Traditions employees or agents involved in showing, marketing, renting, managing or providing services to residents, including, specifically, the Executive Director, all

members of the Marketing and Residence Life Departments, any other Traditions department managers, and all employees or agents who supervise such persons at Traditions, are familiar with the requirements of the FHA, particularly as they pertain to persons with disabilities and this Consent Order, including the revised policies discussed in Paragraphs 12 through 15 (collectively, the “Traditions Policies”). Defendants shall provide a copy of this Consent Order and a copy of the revised Traditions Policies to all current owners, principals, executives, employees, and agents, including those specifically identified in this Paragraph 11(a) and require each person receiving the Traditions Policies to execute and return an Acknowledgment of Receipt of Consent Order and Traditions Policies (the “Acknowledgments”), the form of which is attached hereto as Exhibit A. Defendants will maintain and produce said executed Acknowledgments to the United States in accordance with their reporting obligations under this Consent Order;

(b) Within ten (10) days after the entry of this Consent Order, post an “Equal Housing Opportunity” sign in Traditions’ rental office and any other rental office of a residential rental property owned or managed by Defendants, which indicates that all apartments are available for rent on a non-discriminatory basis. An 11-inch-by-14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster shall be placed in a prominent, well-lit location in the rental office or other location where rental business is regularly conducted, where it is easily readable. Defendants may use HUD Form 928, available on the internet at: <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>; and

(c) Within ten (10) days, require that all advertising conducted by Defendants with respect to Traditions or any other multifamily senior residential rental property owned or managed by Defendants in newspapers, telephone directories, radio, television, websites or other mass-media, including, without limitation, all billboards, pamphlets, brochures, and other

promotional literature, include either a fair housing logo, the words “equal housing opportunity provider,” and/or the following sentence: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability.” The words or logo should be legible and prominently placed.

12. **Resident Agreement:** Within thirty (30) days after the entry of this Consent Order, Defendants shall amend the Resident Agreement signed by residents at Traditions to conform with the requirements of the Fair Housing Act and this Order and shall have any new residents execute the amended Resident Agreement. Defendants have proposed to use the document attached hereto as Exhibit B as the amended Resident Agreement, and the United States does not object to the use of that document. Defendants will not amend the Resident Agreement attached as Exhibit B without the United States’ prior written consent and approval.

13. **Resident Handbook:** Within thirty (30) days after the entry of this Consent Order, Defendants shall amend the Resident Handbook given to residents at Traditions to include the provisions attached as Exhibit C.

14. **Reasonable Accommodation & Modification Policy:** Within thirty (30) days after the entry of this Consent Order, Defendants shall rescind all existing policies governing the handling and provision of reasonable accommodations and implement the Reasonable Accommodation and Modification Policy attached as Exhibit D for receiving and handling requests made by persons with disabilities for reasonable accommodations at Traditions. Defendants shall not be required by the Government to undertake any reasonable accommodation that would cause or require Traditions or any Defendants to apply for any licensure under the laws of any applicable state, county, municipality, or other regulatory body or agency other than those that are required of any multifamily development in the applicable state, county, or municipality

where each such facility is located. Likewise, Defendants shall not be required by the Government to undertake any reasonable accommodation or make any reasonable modification at any licensed facility if granting the requested accommodation or modification would cause Defendants to violate any applicable state, county, or municipal law, rule, regulation, or ordinance or become otherwise non-compliant with the terms and conditions of any such duly issued license.

15. **Motorized Mobility Assistance Device Policy:** Within thirty (30) days after the entry of this Consent Order, Defendants shall rescind all existing policies governing the use, ownership, and/or possession of motorized mobility assistance devices, including, *inter alia*, motorized wheelchairs and scooters, and implement the Motorized Mobility Assistance Device Policy attached hereto as Exhibit E in lieu thereof.

16. **Review, Rescission, and/or Revision of Any Other Non-Compliant Policies, Procedures, Practices, Rules and Regulations at Traditions:** Within thirty (30) days after the entry of this Consent Order, Defendants shall review all policies and practices regarding eligibility and occupancy at Traditions to ensure they do not include any provisions that discriminate against persons with disabilities. If any such policy is inconsistent with the FHA or discriminates against persons with disabilities, Defendants shall, within forty-five (45) days after the entry of this Consent Order, either rescind or revise such policies to be consistent with the amendments to the policies described in Paragraphs 12 through 15, *supra*, and Exhibits B through E and provide such revised policies to the United States for approval. If the United States does not approve Defendants' proposed revisions, Defendants shall revise the policies until they are approved by the United States. Defendants shall implement any such revised policies within thirty (30) days of approval by the United States. HSL specifically represents that HSL never implemented the

“Case Management Policy” referenced in the Complaint and further represents that HSL formally rescinded the “Case Management Policy” upon learning of its existence.

17. **Distribution of Documents Revised in Accordance with this Order:** Within ten (10) days after implementing the revised Resident Agreement, Resident Handbook, Reasonable Accommodations and Modifications Policy, and Motorized Mobility Assistance Device Policy described in Paragraphs 12 through 15, *supra*, (collectively, the “Traditions Policies”), Defendants shall provide one (1) copy of the Traditions Policies to all residents at Traditions. If a resident is legally unable to make decisions for himself or herself or has authorized a responsible person or extended a power of attorney to someone, Defendants shall provide one (1) copy of the Traditions Policies to that resident’s guardian, responsible person, holder of power of attorney or known next-of-kin, if no such person has been appointed to manage the resident’s affairs. Defendants shall make the Traditions Policies available in the Traditions’ rental and/or business office and shall provide them to each prospective tenant at the time that he or she pays a deposit in anticipation of residing at Traditions or at any time upon request.

18. **Implementation of Consistent Agreements, Policies, and Procedures at Other Properties Governed by this Order:** Within forty-five (45) days after the entry of this Consent Order, each Defendant shall review all of the resident agreements, policies, procedures, handbooks, and other documents similar in form or substance to the Traditions Policies currently in place at each of their respective Covered Facilities to determine if each such facility’s agreements, policies, and procedures are consistent with the FHA, as exemplified by the revised Traditions Policies. If any such policy is inconsistent with the FHA, Defendants shall, within sixty (60) days after the entry of this Consent Order, implement revised agreements, policies, or procedures that are compliant with the FHA and provide a declaration to the United States

identifying each property, describing any policy that was revised, and stating that the policies for each property are consistent with the FHA, as exemplified by the revised Traditions Policies. Defendants shall provide copies of any such revised agreements, policies or procedures to the United States upon request. If the United States determines that any policy is inconsistent with the FHA, the United States will advise Defendants in writing of its determination and specifically identify the provision or provisions that the United States contend does not comply with the FHA. Within ten (10) days of receiving such written notice from the United States, Defendants shall revise the agreement, policy or procedure at issue and provide it to the United States for approval. If the United States does not approve Defendants' proposed revisions, Defendants shall revise the policy until it is approved by the United States. Defendants shall implement the revised policies within ten (10) days of approval by the United States.

B. Provisions Related to Appointment and Responsibilities of Fair Housing Compliance Officer:

19. **Fair Housing Compliance Officer:** Within thirty (30) days after the entry of this Consent Order, Defendants shall designate an employee who works at each Covered Facility as the "Fair Housing Compliance Officer." Each Covered Facility's Fair Housing Compliance Officer shall have the following responsibilities:

(a) Maintain copies of this Consent Order, the Reasonable Accommodation Policy, the HUD Complaint Form, and the HUD pamphlet entitled "Are you a victim of housing discrimination" (HUD official forms 903 and 903.1, respectively). The Fair Housing Compliance Officer shall make the materials set forth in this Paragraph 19(a) available free of charge to prospective residents, residents, and family members upon request, including all persons making housing discrimination complaints to Defendants;

(b) Receive all complaints of housing discrimination submitted by or on behalf of any actual or potential resident(s), any person(s) living with any actual or potential resident(s), or those acting on behalf of any actual or potential resident(s), communicate any such complaints of discrimination to the facility's Executive Director or chief executive, maintain records related to any such complaints of discrimination, and maintain copies of any documents relevant to any such complaints of discrimination; and

(c) In accordance with the Reasonable Accommodations/Modifications Policy, the Fair Housing Compliance Officer will be responsible for:

(i) receiving requests for reasonable accommodations and modifications from residents, prospective residents, and those acting on their behalf;

(ii) ensuring that either the requesting party or the facility employee receiving the request completes a Reasonable Accommodation/Modification Request Form; and

(iii) timely transmitting completed Reasonable Accommodation/Modification Request Forms to the facility's Executive Director, who will ultimately determine whether to grant or to deny any given request and whether, in certain circumstances, limited additional documentation or information is needed to process a request, as permitted by law.

(d) The Fair Housing Compliance Officer shall advocate on behalf of any party (i) requesting a reasonable accommodation or modification on the basis of disability, or (ii) making a complaint regarding housing discrimination. The Fair Housing Compliance Officer shall ensure that the Executive Director and/or the facility respond to, communicate about, and make determinations when necessary on all such requests on a timely basis.

(e) In the event that the Executive Director and/or facility denies a requested accommodation or modification, the Fair Housing Compliance Officer at Traditions and any other Covered Facility will ensure that potential alternative accommodations or modifications are offered and discussed;

(f) Any denial of a Reasonable Modification/Accommodation request will be sent to HSL's corporate office within forty-five (45) days, where a corporate Fair Housing Compliance Officer will review the denial to ensure compliance with the FHA; and

(g) The Fair Housing Compliance Officer will ensure that a Reasonable Accommodation/Modification Request Form has been completed, signed, and dated by all relevant parties and will maintain copies of each such form with any and all other relevant documents and communications pertinent to the request.

20. **No Raising of Rents or Fees:** Defendants, their agents, and affiliated companies may not raise the rent or fees of any dwelling unit, or demand a deposit or other fee for a dwelling unit at Traditions or any other Covered Facility to set-off any of the costs incurred as a result of their compliance with their obligations under the Consent Order. Nothing herein shall be interpreted to prevent Defendants from raising rents or fees at any Covered Facility in the ordinary course of business, provided that such rent or fee increase is not imposed for the purposes of recouping costs expended to comply with their obligations hereunder.

C. Provisions Related to Acquisition, Sale, Transfer, or Other Disposition of Interest in Covered Facilities:

21. **Acquisition of a Covered Facility:** If during the duration of this Consent Order any Defendant acquires a direct or indirect management, ownership, leasehold, financial or controlling interest in any other multifamily senior residential rental property, such property will be subject to the applicable provisions of this Consent Order.

22. **Sale, Transfer, or Disposition of Covered Facility:** If, during the duration of this Consent Order, GAHC3 sells or transfers Traditions to a bona fide, third-party purchaser in an arms-length transaction, such property will cease to be subject to this Consent Order, provided that HSL no longer manages Traditions after the sale or transfer. For purposes of this Consent Order, a “bona fide, independent third-party purchaser” means a purchaser with whom GAHC3, or its owners or principals, have no current or past financial, contractual, personal or familial relationship. An “arms-length transaction” is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A corporation or entity of which a Defendant is an officer, partner, employee, or agent, or in which a Defendant has an ownership, financial, or controlling interest, is not a “bona fide independent third-party purchaser” and any transaction involving such a purchaser will not qualify as an “arms-length transaction.”

23. **Future Conveyance or Assignment of Covered GAHC3 Facility:** If, at any time during the duration of this Agreement, GAHC3 maintains that its obligations under this Consent Order have terminated or changed because GAHC3 has sold or transferred one or more Covered Facility to a bona-fide, independent third party purchaser in an arms-length transaction, GAHC3 shall inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser.

24. **Sale of Covered GAHC3 Facility to GAHC3 Affiliate or Subsidiary:** If any transfer of interest in all or a portion of any Covered GAHC3 Facility as set forth in Paragraph 22, *supra*, is not an arms-length transaction, Defendants shall remain jointly and severally liable, along

with the purchaser or other transferee, for any violations of this Consent Order, except as limited by Paragraph 25.

25. **Termination of HSL Management by Covered HSL Facility:** If at any time during the duration of this Consent Order, HSL ceases to manage or operate any Covered HSL Facility for any reason, HSL shall inform the United States within thirty (30) days of the termination of HSL's management and/or operation of a Covered HSL Facility, which from the date of HSL's termination forward will no longer be bound by this Consent Order, provided that management or operation of said Covered HSL Facility is not transferred to any parent, subsidiary, affiliate, or agent of HSL. If management and/or operation of said Covered HSL Facility is transferred to a parent, subsidiary, affiliate, or agent of HSL, the Covered HSL Facility will remain bound to fulfill its obligations under this Consent Order for the duration of its term.

D. Provisions Related to Implementation of Educational Program:

26. **Educational Program for Persons with Existing Relationships with Defendants:** Within one hundred twenty (120) days after the entry of this Consent Order, the owners, principals, and executives of each of Defendants and any of their employees or agents involved in showing, marketing, renting, managing or providing residence life and case management services to residents, including, specifically the Executive Director, all members of the Marketing and Residence Life Departments, and any other department managers, and all employees or agents who supervise such persons at any Covered Facility, shall attend an in-person training with respect to the requirements for those who control a residential rental property and their property managers as set forth in the FHA, including the FHA's provisions related to discrimination on the basis of disability, discriminatory statements, reasonable accommodations, reasonable modifications, and any new or revised policies adopted pursuant to this Consent Order.

The trainer or training entity shall be independent of any Defendant, qualified to conduct such training, and approved in advance by the United States. Any expenses associated with this training shall be borne by Defendants and/or the Covered Facility receiving the training, as agreed among Defendants and said Covered Facilities. Defendants shall obtain Certifications of Attendance, the form of which is attached hereto as Exhibit F, executed by each individual who received training, confirming their attendance. Defendants will send a copy of the executed Certificates to counsel for the United States in accordance with their reporting obligations, described *infra*. Notwithstanding the foregoing, if available, Defendants may use live webinar courses that are qualified as set forth above, including giving attendees the ability to ask questions, and approved by the United States.

27. **Educational Program for New Employees and Agents:** During the term of this Consent Order, all new agents or employees of Defendants or of the Covered Facilities who are involved in showing, marketing, renting, managing, or providing services to residents, including, but not limited to, any member of the Marketing or Resident Life Departments, and all employees or agents who supervise such persons, shall, within thirty (30) days of commencing an employment or agency relationship with any Defendant or Covered Facility, be provided the training described in Paragraph 26, *supra*. Defendants shall obtain Certifications of Attendance, the form of which is attached hereto as Exhibit F, executed by each individual who received training, confirming their attendance. Defendants will send a copy of the executed Certificates to counsel for the United States in accordance with their reporting obligations, described *infra*.

E. Provisions Related to Document Retention and Reporting Obligations:

28. **Reports:** Within sixty (60) days after the entry of this Consent Order, and every six (6) months thereafter (each such period of time which shall be referred to as a “Reporting

Period”) during the term of this Consent Order as set forth in Paragraph 46 below, GAHC3 and Traditions (for purposes of these provisions, each a “Reporting Defendant”) each shall deliver to counsel for the United States¹ a report (the “Compliance Report”). The last such report must be submitted to the United States no later than sixty (60) days prior to the expiration of this Consent Order. Each Compliance Report will contain information regarding the Reporting Defendants’ compliance efforts with respect to each of their respective Covered Facilities² during the preceding reporting period, including:

(a) A spreadsheet showing the name and address of any prospective resident or resident who received the Traditions Policies during the immediately preceding Reporting Period, including the date on which the Traditions Policies were provided, demonstrating compliance with Paragraph 17;

(b) Any written or oral complaint that the Reporting Defendant received during the immediately preceding Reporting Period whereby someone alleges that the Reporting Defendant purportedly engaged in housing discrimination. Regardless of the form of the Complaint, the Compliance Report shall describe the specific nature of the complaint by a prospective resident or resident and include the complainant’s name, address, and telephone

¹ All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent by overnight delivery to the U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, ATTN: Heritage Senior Living, DJ# 175-62-405, at the following addresses:

4 Constitution Square
150 M Street, NE, Suite 8.000
Washington, D.C. 20002

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of a representative for the United States whom the United States will designate for Defendants.

² The Parties acknowledge that HSL presently manages three (3) Covered GAHC3 Facilities and, in the interest of avoiding duplication of work and other redundancies: (1) each such facility will have only one (1) Fair Housing Compliance Officer, who will be appointed by HSL; and (2) each such facility will generate only one (1) Compliance Report to the United States at the end of each Compliance Period.

number. If the complaint is written, the Reporting Defendant shall provide a copy of it with the Compliance Report. The Reporting Party shall also promptly provide the United States with all information it may request concerning any such complaint. If the Reporting Defendant deems a complaint to be resolved, Reporting Defendant shall inform the United States of the details of the resolution within thirty (30) days of the resolution of such complaint;

(c) A written statement regarding: (i)(1) the adoption and implementation of the Traditions Policies described in Paragraphs 12 through 15; (2) the revision, rescission or adoption, and implementation of any other Traditions' policies, procedures, agreements or other documents described in Paragraph 16; and (3) for Covered Facilities other than Traditions, the adoption and implementation of any resident agreements, policies, procedures, handbooks, and other documents described in Paragraph 18 during the immediately preceding Compliance Period. The foregoing statement set forth in this Paragraph 28(c)(i) will identify (1) the policy, procedure, agreement or other document adopted and implemented during the Compliance Period, and (2) the date of adoption and implementation. For Covered Facilities other than Traditions, the foregoing statement will include (1) the classes of persons (i.e., officers, employees, agents, residents, prospective residents) to whom the newly adopted and implemented policy, procedure, agreement or other document was distributed and/or communicated, and (2) the date(s) that each such distribution or communication of the newly adopted or implemented policy, procedure, or other pertinent document was distributed or communicated;

(d) One (1) recent photograph of the Covered Facility's rental office demonstrating compliance during the immediately preceding Compliance Period with Paragraph 11(b) of this Consent Order, which requires the posting of an "Equal Housing Opportunity" sign in Traditions' rental office.

(e) Any documents regarding requests for reasonable accommodations or modifications made pursuant to the FHA received by the Covered Facility during the immediately preceding Compliance Period, including, without limitation, one (1) copy of: (i) each such written request, a copy of the completed Fair Housing Reasonable Accommodation/Modification Form pertinent to each such requested accommodation or modification; and (ii) any non-privileged communications regarding each such reasonable accommodation or modification request and the disposition thereof, demonstrating compliance with Paragraph 14.

(f) One (1) copy of each executed Acknowledgment of Receipt of Consent Order and Traditions Policies (Exhibit A) received during the immediately preceding Compliance Period, as required by Paragraph 11(a); and

(g) One (1) copy of each executed Certification of Fair Housing Training (Exhibit F) received during the immediately preceding Compliance Period, as required by Paragraphs 26 and 27.

29. **Records**: During the term of this Consent Order as set forth in Paragraph 46 of this Consent Order, Defendants shall maintain all records kept in relation to the rental, advertising, and marketing for rental of Covered Facilities and in relation to Defendants' compliance with this Consent Order. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, the Defendants shall provide copies of such documents; provided, however, that the United States shall endeavor to minimize any inconvenience and associated costs to Defendants.

30. **Compliance Testing**: During the term of this Consent Order, the United States may take steps to monitor the Defendants' compliance with this Consent Order, including, but not

limited to, conducting fair housing tests at any Covered Facility. Nothing contained in this Consent Order shall in any way limit or prevent the United States from exercising the rights and powers afforded to it under any law or regulation of the United States, including, without limitation, the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, or related regulations.

VI. MONETARY DAMAGES FOR AGGRIEVED PERSONS

31. **Aggrieved Person Fund**: Within fifteen (15) days after the entry of this Consent Order, Defendants shall deposit in an interest-bearing escrow account the sum of Two Hundred Fifty Thousand (\$250,000) dollars for the purpose of paying monetary damages to prospective, current, and former residents of Traditions deemed by the United States to be aggrieved persons (hereinafter “aggrieved persons”). This deposited money shall be referred to as the “Initial Settlement Fund.” All expenses related to the establishment of the account shall be borne by Defendants. Within fifteen (15) days of the establishment of the Initial Settlement Fund, Defendants shall submit proof to the United States that the account has been established and the funds deposited.

32. **Accrued Interest**: Any interest accruing to the Initial Settlement Fund shall become a part of the Fund and be utilized as set forth herein.

33. **Taxes**: Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 31, above.

34. **Notices**: Beginning within thirty (30) days after the entry of this Consent Order, the Defendants shall publish a Notice to Potential Victims of Housing Discrimination (“Notice”), in the form of the Notice at Exhibit G, informing readers of the availability of monetary damages. Each Notice shall invite such persons to contact counsel for the United States within one hundred and twenty (120) days of the entry date of this Consent Order. The Notice shall be published on

at least six (6) occasions in publications within the Allentown-Bethlehem-Easton, Pennsylvania Metropolitan Statistical Area, both online and in print, including, without limitation The Morning Call, and including at least three (3) separate occasions on Sunday, in a space measuring at least one-fourth (1/4) of a page. The provisions of Paragraphs 34 through 43 shall solely apply to GAHC3 BETHLELEM PA ILF, LLC and none of the entities set forth on Exhibit I.

35. **Notice Publication:** Defendants shall complete the publication of all notices within ninety (90) days after the date of the entry of this Consent Order. Defendants shall provide a copy of the hardcopy and online newspapers containing each such Notice to counsel for the United States within fifteen (15) days after publication of the Notice.

36. **Notices to Persons Potentially Impacted:** Within fifteen (15) days after the entry of this Consent Order, the Defendants shall provide a copy of the Notice set forth in Exhibit G to all of its current and former residents at Traditions since January 1, 2005. If a former resident is deceased, or a current resident is legally unable to make decisions for him- or herself, the Defendants shall send a copy of the Notice set forth in Exhibit G to the last known next of kin, representative of the decedent's estate or other responsible party identified in the Defendants' records. Within thirty (30) days after the entry of this Consent Order, Defendants shall provide counsel for the United States with a declaration affirming that the Notice has been sent together with a spreadsheet showing each recipient's name, address, and date the Notice was sent.

37. **Records Submittals:** Within thirty (30) days after the entry of this Consent Order, Defendants shall produce any rental/tenancy records, or any other records in their possession, custody or control, that will assist the United States in identifying persons who may be entitled to relief under this Consent Order, to the extent that any such documents were not previously produced to or obtained by the United States during the course of its investigation. Such records

shall include, but not be limited to, complete tenant files, records relating to resident complaints, records relating to requests for reasonable accommodations, records relating to any resident who wanted in-home assistance, records relating to potential applicants who were discouraged from applying for residency or denied residency due to a health condition, records relating to a resident's use of a mobility aid, including the payment of fees to use a motorized mobility assistance device, and any resident who was asked to leave Traditions due to a health condition.

38. **Retained Rights**: Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

39. **Determination Process**: Within one hundred and eighty (180) days after the entry of this Consent Order, the United States shall determine which persons are aggrieved and an appropriate amount of damages that should be paid to each person. The Defendants agree that the determinations of the United States shall be final, and the Defendants hereby waive the right to contest the United States' determination in this or any other proceeding. The Defendants agree as part of this Consent Order that they will not seek to interfere with or oppose the United States' determinations regarding the Aggrieved Persons and the appropriate amount of damages to each.

40. **Communications Concerning Determinations**: Within two hundred (200) days after the entry of this Consent Order, the United States will inform Defendants in writing of its determinations required under Paragraph 39, together with a copy of a sworn declaration from each aggrieved person, or if an aggrieved person is deceased or incapacitated or deemed incompetent, a copy of a sworn declaration from the administrator, executor, or representative of that person's estate, if the aggrieved person is deceased, or other responsible party, if the aggrieved person is incapacitated or deemed incompetent, setting forth: (1) the identity of the aggrieved

party; (2) the relationship of the declarant to the aggrieved party and/or the aggrieved party's estate, if the aggrieved party is deceased; (3) whether the declarant has authority to act on the aggrieved party's behalf or, if the aggrieved party is deceased, to act on the estate's behalf; (4) whether the aggrieved party is deceased, and if known by the declarant, the estate's caption or style of the probated matter, including its docket number, case number, and/or file number, and the applicable state, county, or municipal court, as applicable, or other governmental agency where the estate is or has been opened for probate and administration; and if unknown by the declarant, no further description is required; (5) if the aggrieved person died intestate or with a will that did not go through a probate process, or if the will has been probated and the estate is closed, the names of the heir(s) that should receive compensation from the settlement fund pursuant to the will or applicable state law; and (6) the factual basis of the aggrieved party's alleged claim.

41. **Settlement Fund Funding:** The Initial Settlement Fund will compensate up to thirty (30) Aggrieved Persons. Accordingly, if, following the parties' submission of their recommendations for distribution as described in Paragraph 42, below, the Court approves the claim of thirty (30) or fewer Aggrieved Persons to receive payment from the Settlement Fund, Defendants shall have no further obligation to pay any money into the Initial Settlement Fund. If, following the parties' submission of their final recommendations for distribution, as described in Paragraph 42, the Court approves the claims of at least thirty-one (31) Aggrieved Persons, but no more than fifty (50) Aggrieved Persons to receive payment from the Settlement Fund, Defendants shall deposit an additional Fifty Thousand (\$50,000) dollars into the Initial Settlement Fund within ten (10) days of the Court's entry of the Court's Order approving or denying payment of any claims submitted for consideration, thus, increasing the total value of the Settlement Fund from Two Hundred Fifty Thousand Dollars (\$250,000) to Three Hundred Thousand Dollars (\$300,000). If,

following the parties' submission of their final recommendations for distribution, as described in Paragraph 42, the Court approves the claims of fifty-one (51) or more Aggrieved Persons entitled to receive money from the Settlement Fund, Defendants shall deposit an additional Seventy-Five Thousand Dollars (\$75,000) into the Initial Settlement Fund at the time specified in Paragraph 42, increasing the total value of the Settlement Fund from Two Hundred Fifty Thousand Dollars (\$250,000) to Three Hundred Twenty-Five Thousand Dollars (\$325,000). The Parties explicitly agree that Defendants shall have no obligation to pay more than a total of Three Hundred Twenty-Five Thousand Dollars (\$325,000) total into the Settlement Fund, regardless of the number of Aggrieved Persons approved by the Court to receive payment from the Settlement Fund or of the nature or quality of the claims asserted or approved. The Parties further agree that Defendants' obligation to pay the initial Two Hundred Fifty Thousand Dollars (\$250,000) is absolute and shall not change, even in the event that no one submits a claim for payment from the Initial Settlement Fund pursuant to the terms of this Agreement or the event that the Court does not approve any claims submitted by the United States for payment from the Initial Settlement Fund.

42. **Joint Final Recommendations:** After completion of the process described in Paragraph 40, the parties shall submit their joint final recommendation for distribution of the Settlement Fund to the Court for approval. The Court will then issue an Order approving or denying payment of any claims submitted for consideration. Within ten (10) days of the Court's entry of that Order, Defendants shall deposit any additional funds necessary to compensate Aggrieved Persons into the Initial Settlement Fund pursuant to Paragraph 31.

43. **Delivery of Payment:** Within thirty (30) days after the Court's entry of the Order approving payment to aggrieved persons, Defendants shall deliver to the United States checks payable to the aggrieved persons, estates, or heir(s) of their estates if the aggrieved person died

intestate or with a will that did not go through the probate process in the amounts approved by the Court, provided the aggrieved person, estate's executor or personal representative, as applicable, or heirs acting on behalf of an incapacitated claimant has executed a release in the form of Exhibit H. In no event shall (a) the Defendants or any Defendant be required to fund any amount in excess of the amount set forth in Paragraph 41 for purposes of this Consent Order, and (b) the aggregate of all such checks to any aggrieved party exceed the amount of the Settlement Fund, including any accrued interest. If the Court determines that there are thirty (30) or fewer Aggrieved Persons and if the Initial Settlement Fund is not fully depleted following the payments of all amounts due to those Aggrieved Persons, then, any money remaining in the Initial Settlement Fund shall be paid to the United States Treasury in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

VII. CIVIL PENALTY

44. **Civil Penalty:** Within ten (10) days after the entry of this Consent Order, Defendants shall make a payment of Fifty-Five Thousand Dollars (\$55,000) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C); 28 C.F.R. § 85(b). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

VIII. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

45. **Term:** Except as provided in Paragraph 10, this Consent Order shall remain in effect for a period of three (3) years after its entry.

46. **Jurisdiction:** The Court shall retain jurisdiction over this action for the duration of the Consent Order for the purpose of enforcing its provisions and terms for a period of three (3)

years after the entry of this Consent Order. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

47. **Amendment to Duration**: Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties. The other provisions of this Consent Order may be modified only by motion to the Court.

IX. ENFORCEMENT OF CONSENT ORDER

48. **Dispute Resolution**: The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Defendants to perform in a timely manner any act required by this Consent Order or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity for violation of this Consent Order. Remedies include, but are not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

X. COSTS OF LITIGATION

49. **Fees and Costs**: Except as provided in Paragraph 48, each Party shall bear its own legal or other costs incurred in connection with this matter, including, without limitation, any costs incurred in connection with the preparation, negotiation, and performance of this Consent Order, with this litigation, or with the United States' investigation that gave rise to this litigation.

XI. TERMINATION OF LITIGATION HOLD

50. **Termination of Litigation Hold**: The Parties agree that, as of the date of the execution of this Consent Order by the parties, litigation is not "reasonably foreseeable"

concerning the matters described above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information (“ESI”) or things related to the matters described above, the party is no longer required to maintain such litigation hold. Nothing in this Paragraph 50 relieves any Party of any other obligations imposed by this Consent Order.

The undersigned apply for and consent to the entry of this Consent Order:

Dated: June 17, 2020

For Plaintiff United States of America:

WILLIAM M. McSWAIN
United States Attorney
Eastern District of Pennsylvania

s/ Gregory B. David
GREGORY B. DAVID
Assistant United States Attorney
Chief, Civil Division
United States Attorney’s Office for the
Eastern District of Pennsylvania

s/ Charlene Keller Fullmer
CHARLENE KELLER FULLMER
Assistant United States Attorney
Deputy Chief, Civil Division
United States Attorney’s Office for the
Eastern District of Pennsylvania

s/ Michael S. Macko
MICHAEL S. MACKO
Assistant United States Attorney
United States Attorney’s Office for the
Eastern District of Pennsylvania
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Philadelphia, PA 19106
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ERIC S. DREIBAND
Assistant Attorney General
Civil Rights Division

s/ Lauren M. Marks
SAMEENA SHINA MAJEED
Chief
ANDREA K. STEINACKER
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E-mail: Julie.Allen@usdoj.gov
Lauren.Marks@usdoj.gov

Attorneys for Plaintiff
United States of America

For Defendants:

GAHC3:

GAHC3 BETHLEHEM PA ILF, LLC,
a Delaware limited liability company

By: GAHC3 Pennsylvania Senior Housing
Portfolio, LLC, its Sole Member

By:  _____

Name: Danny Prosky
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III
Holdings, LP, its Sole Member

By:  _____

Name: Danny Prosky
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III,
Inc., its General Partner

By:  _____

Name: Danny Prosky
Its: Authorized Signatory

HERITAGE SENIOR LIVING, LLC

By: _____

Name: _____
Its: Authorized Signatory

WESTRUM HANOVER, LP

By: _____

Name: _____
Its: Authorized Signatory

For Defendants:

GAHC3:

GAHC3 BETHLEHEM PA ILF, LLC,
a Delaware limited liability company

By: GAHC3 Pennsylvania Senior Housing
Portfolio, LLC, its Sole Member

By: _____

Name: _____
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III
Holdings, LP, its Sole Member

By: _____


Name: _____
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III,
Inc., its General Partner

By: _____


Name: _____
Its: Authorized Signatory

HERITAGE SENIOR LIVING, LLC

By: 

Name: Kevin M. Meloum David Lantz
Its: Authorized Signatory

WESTRUM HANOVER LP

By: 

Name: David Lantz
Its: Authorized Signatory

IT IS SO ORDERED this 25th day of June, 2020.

BY THE COURT:

/s/ Joseph F. Leeson, Jr.

JOSEPH F. LEESON, JR.
United States District Judge

EXHIBIT A

**ACKNOWLEDGMENT OF RECEIPT OF
CONSENT ORDER AND TRADITIONS POLICIES**

On _____, I received copies of and have read the Consent Order entered into by the parties in *United States v. Heritage Senior Living, LLC, et al.*, 20cv2272 (E.D. Pa.) and the Traditions Policies described therein. I have had all of my questions concerning the Consent Order, Traditions Policies, and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

EXHIBIT B

**TRADITIONS OF HANOVER
RESIDENT AGREEMENT**

THIS INDEPENDENT LIVING RESIDENT AGREEMENT (“Agreement”) is made this _____ day of _____, 20____, by and between **GAHC3 Bethlehem PA ILF TRS SUB LLC**, doing business as **Traditions of Hanover (“Traditions of Hanover”)**, and _____ *[NAME OF TENANT(S)]* (called “Tenant” and where two individuals sign this Agreement for Double Occupancy, they are referred to collectively as “Tenant” and each individually as “Co-Tenant”) and _____ *[NAME OF RESPONSIBLE PERSON OR GUARANTOR]*, if any, of *[ADDRESS]*, Tenant’s legal representative and/ or the individual who has lawful access to Tenant’s income and financial resources available to pay for Primary Services (called “Responsible Person” or “Guarantor”).

Tenant, having applied for admission as a resident of Traditions of Hanover, affirms and, Responsible Person or Guarantor, if any, affirm that the information, including all financial information, provided in the Resident Admission Application is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Traditions of Hanover, Tenant, and Responsible Person or Guarantor, if any, agree to the following terms and conditions:

1. **PROVISION OF SERVICES.**

(a) Primary Services. Traditions of Hanover will provide each Tenant/Co-Tenant who pays the Primary Services Fee, defined herein, with the following services:

- (i) use of apartment _____ (the “Apartment”) and common areas within Traditions of Hanover;
- (ii) weekly laundry service for house bed linens and house bath towels;
- (iii) two meals per day (noon and evening) served in Traditions of Hanover’s dining room;
- (iv) Water and sewer services, refuse disposal, electricity, gas, and pre-wiring providing access to telephone and cable television service;
- (v) response call system;
- (vi) weekly housekeeping services consisting of vacuuming, dusting cleared surfaces, cleaning bathroom and kitchenette areas, and changing bed linens and bath towels and emptying trash;
- (vii) maintenance of grounds;

(viii) transportation as scheduled by Traditions of Hanover for shopping and other community services and for activities sponsored by Traditions of Hanover or as otherwise provided by Traditions of Hanover;

(ix) furnishings consisting of wall-to-wall carpeting, window coverings, a private bath, kitchenette/kitchen, and an individually controlled heating and cooling system. Tenant/Co-Tenant, may also supply his/her own furnishings; and

(x) regularly scheduled social, educational, and recreational activities.

(b) Ancillary Services. Traditions of Hanover may, from time to time, provide, terminate, expand, or contract programs of ancillary service(s), at its sole and exclusive discretion for which Tenant shall not be charged an additional fee. Additionally, Traditions of Hanover may, at its sole and exclusive discretion, provide those services requested in writing by Tenant and agreed upon in writing by Traditions of Hanover in exchange for additional charges as those charges are reflected in the Schedule of Fees attached to this Agreement as Attachment "A" and incorporated by reference.

(c) Services of Other Providers. The services of outside providers including, but not limited to, a licensed physician and dentist, a registered pharmacist and licensed pharmacy for the provision of pharmaceutical supplies, a licensed hospital, a licensed home care agency, rehabilitation therapies and diagnostic services, laboratory, x-ray, podiatry, optometry, medications, ambulance services, and hearing aid repair may be available from time-to-time at Traditions of Hanover. These services are not provided by Traditions of Hanover and may be utilized by Tenant/Co-Tenant at his or her own expense and at his or her own discretion and risk. Tenant/Co-Tenant acknowledges that Traditions of Hanover does not provide any services beyond those defined in this Agreement, and does not render any services that may be provided by licensed personal care facilities, assisted living facilities, or skilled nursing facilities under Pennsylvania law. Nothing contained herein shall prevent or otherwise limit Tenant/Co-Tenant from procuring third party services from third party providers other than those who offer their services at Traditions of Hanover, nor shall anything herein prevent Tenant/Co-Tenant from procuring third party services to provide them with assistance in their Apartment provided any such services are rendered in such a manner that does not interfere with the right of quiet enjoyment of other residents of Traditions of Hanover and are rendered to the Tenant Tenant/Co-Tenant at no expense to Traditions of Hanover.

2. CHARGES.

(a) Wait List Deposit. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay a one-time Wait List Deposit in the amount of \$ _____ [_____] *initials*] prior to admission. In situations of Double Occupancy, Co-Tenants are jointly responsible for payment of the Wait List Deposit. The Wait List Deposit shall be applied as a credit toward the Security Deposit.

(b) Community Fee. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay a one-time non-refundable Community Fee in the amount of \$ _____

[____ *initials*] at the time of signing this Agreement. In Situations of Double Occupancy, Co-Tenants are jointly responsible for payment of the Community Fee.

(c) Security Deposit. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay a Security Deposit in the amount of \$ _____ [____ *initials*], less the Wait List Deposit, at the time of signing this Agreement. In situations of Double Occupancy, Co-Tenants are jointly responsible for payment of the Security Deposit.

(d) Recurring/ Periodic Charges for Primary Services.

(i) Single Occupancy. Tenant and/or the individual specified in Section 2.8 of this Agreement, if any, shall pay, in advance, in exchange for the Primary Services the Primary Services Fee in effect at the time the services are rendered as such rate is reflected on the Schedule of Fees, which may be amended from time to time by Traditions of Hanover upon notice to Tenant. At the time of execution of this Agreement, the Primary Services Fee is \$ _____ [____ *initials*], which fee is subject to change from time to time.

(ii) Double Occupancy. Each Co-Tenant receiving Primary Services and/or the individual specified in Section 2.8 of this Agreement, if applicable, shall pay the Primary Services Fee, in advance, in exchange for the Primary Services the Primary Services Fee in effect at the time the services are rendered as such rate is reflected on the Schedule of Fees, which may be amended from time to time by Traditions of Hanover upon notice to Tenant.

(e) Technology Fee. Tenant and/or the individual specified in Section 2.8 of this Agreement, if any, shall pay to Traditions of Hanover the cost of telephone, internet, and basic cable television, which will be invoiced on Tenant's monthly statement.

(f) Additional Charges for Ancillary Services and Supplies. Tenant and/or the individual specified in Section 2.8 of this Agreement, if any, shall be responsible to pay for other services and supplies provided by or through Traditions of Hanover which are not covered by the Primary Services Fee. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay in exchange for ancillary services or supplies the charges in effect at the time such ancillary services or supplies are rendered, as such charges are reflected on the Schedule of Fees. Any items not identified on the Schedule of Fees ordered by a physician will be provided at charges established by Traditions of Hanover.

(g) Charges for Reserving Tenant's Apartment. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay the full Primary Services Fee applicable at the time of Tenant's absence for reserving Tenant's apartment for any days or periods of hospitalization, transfer or any other absences from Traditions of Hanover. Tenant's apartment is automatically reserved unless Tenant indicates in writing Tenant's intent not to reserve the apartment. Tenant may be eligible for a meal credit after the fourteenth (14th) consecutive day of absence from Traditions of Hanover as reflected on the Schedule of Fees.

(h) Party Responsible for Payment. The following individual(s) are responsible for payment, and are required to pay all applicable charges in accordance with this Agreement and, as applicable, the Responsible Person Agreement and/or Guaranty and Suretyship Agreement:

Tenant [_____ *initials*]; Co-Tenant [_____ *initials*]; Responsible Person [_____ *initials*]; Guarantor [_____ *initials*].

3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

(a) Monthly Statements and Other Billings. Traditions of Hanover will provide Tenant and/or Responsible Person and/or Guarantor, if applicable, with a monthly statement itemizing the ancillary fees and charges for the prior month and payments received, showing the balance due, if any, and indicating the current amount due for Primary Services All bills are due and payable by the first (1st) day of each month.

(b) Modification of Charges. In its sole and exclusive discretion, Traditions of Hanover reserves the right to (i) change from time to time the amount of its charges as reflected in the Schedule of Fees, (ii) change how and when its charges are computed, billed, or become due, and (iii), add or remove new fees or charges to the Schedule of Fees. Traditions of Hanover shall provide thirty (30) days' advance written notice to Tenant of any changes in its Primary Services Fee, Spousal Fee or any changes in the prices of ancillary services. If Traditions of Hanover Tenant/Responsible Party requests additional services beyond those being furnished to Tenant, no advance notice requirement will apply to any fees or charges relating to such services.

(c) Late Charges and Cost of Collection. Any bills unpaid after the fifth (5th) day of the month are subject to a late fee (the "Late Payment Fee") as reflected on the Schedule of Fees. Tenant, and if applicable, Responsible Person or Guarantor are obligated to pay any late fees in addition to all other amounts due and owing. If Traditions of Hanover initiates any legal actions or proceedings to collect payments due from Tenant under this Agreement, Tenant/Co-Tenant, and if applicable, Responsible Person or Guarantor shall be responsible to pay all attorneys' fees and costs incurred by Traditions of Hanover in pursuing the enforcement of Tenant's financial obligations under this Agreement.

(d) Obligations of Tenant's Estate and Assignment of Property. Tenant and, if applicable, Responsible Person or Guarantor acknowledge the charges for services provided under this Agreement remain due and payable until fully paid, regardless of whether the Tenant/Co-Tenant remains a resident or Traditions of Hanover. Traditions of Hanover shall have the right to file any claim or claims against the estate of Tenant/Co-Tenant in any court with competent jurisdiction for any amounts due under this Agreement in its sole and exclusive discretion. Under all circumstances, whether Tenant Tenant/Co-Tenant shall be intestate or Tenant/Co-Tenant shall have a probated estate under the law of any jurisdiction. Tenant's/Co-Tenant's estate shall be liable to and shall pay to Traditions of Hanover an amount equivalent to any unpaid obligations of Tenant under this Agreement, which shall continue until such time as Tenant's property and personal effects are removed from the Apartment.

(e) Co-Tenant's Fee Responsibility. If Tenant has elected a Double Occupancy of a unit under this Agreement, each Co-Tenant shall be jointly and severally liable for all payments due to Traditions of Hanover under this Agreement. If one Co-Tenant dies or leaves Traditions of Hanover, both Co-Tenants and/or their estates remain jointly and severally liable for all financial obligations incurred by either Co-Tenant under this Agreement and owed to Traditions of Hanover.

(f) Liability for Charges Accrued. Tenant and/or Responsible Person and/or Guarantor, as applicable, is/are each liable for and required to pay Traditions of Hanover for all charges accrued and/or incurred prior to the effective date of termination of this Agreement, without regard to whether Tenant vacated the Apartment prior to the effective date of this Agreement and without regard to whether the Agreement was terminated by Traditions of Hanover, by Tenant, or as a result of Tenant's death or removal.

4. ADDITIONAL OBLIGATIONS OF TENANT / RESPONSIBLE PARTY / GUARANTOR

(a) Use of Property. Tenant will use the Apartment only for residential dwelling purposes and no other purpose. Tenant agrees that only Tenant may occupy the Apartment, except as otherwise explicitly agreed to by the Executive Director of Traditions of Hanover in writing.

(b) Tenant's Duty of Care. Tenant shall maintain the Apartment in a clean and sanitary manner and do nothing to deface, damage, or destroy the Apartment. Tenant shall undertake no action that might cause a cancellation of or an increase in the costs of Traditions of Hanover's fire or general liability insurance. Tenant shall not keep flammable or dangerous materials in the Apartment or do anything to create a fire hazard or other unsafe condition in the Apartment or at Traditions of Hanover.

(c) Abusive Conduct. Tenant shall not engage in abusive conduct towards Traditions of Hanover or its employees, agents, invitees, licensees, service providers, and/or other residents or their guests or invitees. Abusive conduct includes, but is not limited to, physical violence, assault, or verbal abuse committed by Tenant or any agent, employee, licensee, invitee of Tenant, of any employee or agent of Traditions of Hanover. Traditions of Hanover shall have the sole and exclusive discretion to determine what constitutes any violation or breach leading to termination of the Agreement hereunder. Any abusive conduct of any kind whatsoever shall constitute an immediate event of default under this Agreement by Tenant, and Traditions of Hanover has the right to (i) terminate this Agreement if Tenant violates this provision, and (ii) immediately seek injunctive relief from the Court of Common Pleas of Northampton County, Pennsylvania, including, without limitation, a court order barring Tenant, from Traditions of Hanover at the Tenant's sole cost and expense. Traditions of Hanover also forbids its employees and agents from engaging in abusive conduct towards residents, including Tenant, Traditions of Hanover and Tenant's guests and invitees, Traditions of Hanover's other employees and agents, and any other person. If Tenant experiences abusive conduct or witnesses any of Traditions of Hanover's employees, agents, or staff or anyone else engaging in abusive conduct or suspects that another resident is being abused, Tenant shall report any such abuse in writing to Traditions of Hanover immediately.

(d) Acquisition of and Payment for Third Party Services. Tenant and/or Responsible Person and/or Guarantor, as applicable, is/are solely responsible for securing, managing, and paying for any and all third party services and/or health and medical care services to be rendered to the Tenant, whether rendered at Traditions of Hanover or at any other location, including, without limitation, hospital services, physicians' services, nursing services, skilled nursing facility charges, private duty personnel, live in aides, in home healthcare, personal care support, homecare workers and professionals, medications, vitamins, eye glasses, eye

examinations, hearing aids, eye examinations, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services, any rehabilitative therapies and all other services not rendered or engaged by Traditions of Hanover.

(e) Alteration of Unit. With the exception of furnishing the Apartment, Tenant will not otherwise alter or improve the Apartment without the prior written consent of the Executive Director of Traditions of Hanover.

(f) Property Defects. Tenant will promptly notify Traditions of Hanover of any defects in the Apartment or the common areas of Traditions of Hanover or in their equipment, appliances, or fixtures.

(g) Right to Enter Premises. Tenant shall allow Traditions of Hanover staff to enter the Apartment at reasonable times and for reasonable purposes, including inspection, maintenance, and rendering of other services described in this Agreement. Traditions of Hanover's staff or its agents may, in their sole and exclusive discretion, enter the Apartment, (1) to carry out Traditions of Hanover's obligations under this Agreement, (2) to respond to an emergency signaling device or other indication that Tenant may require help with any medical or non-medical emergency; (3) to make inspections, repairs, and improvements; and (4) as may otherwise be deemed reasonably necessary by Traditions of Hanover. Except for emergencies, Traditions of Hanover personnel will respect Tenant's privacy and make their presence known when entering the Apartment and will schedule the entry in advance whenever possible.

(h) Agreement to Vacate / Abandoned Premises and Property. Tenant will vacate the Apartment at the termination of this Agreement, remove all of Tenant's property, and deliver possession of the Apartment and its equipment, appliances, and fixtures to Traditions of Hanover in good condition, ordinary wear and tear excepted. If the Apartment becomes vacant and/or abandoned during the term of this Agreement as a result of, among other things, Tenant's death, Tenant's removal from the Apartment, eviction proceedings, or otherwise, Tenant authorizes Traditions of Hanover to re-enter the Apartment and show the Apartment to prospective tenants and/or re-let the Apartment. If Tenant fails to remove Tenant's furniture, personal property, and other personal effects from the Apartment after the effective termination date of this Agreement, whether terminated by Traditions of Hanover, by Tenant, through eviction proceedings, or as a result of Tenant's abandonment, all such furniture, personal property, and other personal effects shall be deemed abandoned and subject to immediate disposal, donation or sale and Tenant holds Traditions of Hanover harmless of and from any such sale, contribution or donation. Tenant, Responsible Party, Guarantor, and/or Tenant's Estate, as applicable, respectively acknowledge and agree that Traditions of Hanover may dispose of such property as Traditions of Hanover sees fit and that Tenant and/or Responsible Person and/or Guarantor shall to pay any and all costs incurred by Traditions of Hanover to remove, haul, store, and/or dispose of such abandoned property in accordance with Pennsylvania law.

(i) Rules and Regulations. Tenant/Co-Tenant will comply with all rules and regulations of Traditions of Hanover regarding Tenant/Co-Tenant conduct at Traditions of Hanover, as they may be amended from time to time. Tenant/Co-Tenant will conduct himself/herself in such a manner as not to disturb the right of quiet enjoyment of Traditions of Hanover for other tenants.

(j) Pets. Pets are permitted in accordance with Traditions of Hanover's policy as described in the Resident Handbook.

(k) Firearms. Tenant/Co-Tenant is not permitted to possess firearms, ammunition or weapons while residing in Traditions of Hanover.

(l) Smoking. Smoking is not permitted anywhere inside of Traditions of Hanover, including but not limited to: apartments, hallways, stairwells, common areas, and the front entrance of the building.

(m) Representations and Warranties. Tenant/Co-Tenant represents and warrants that all oral or written statements made or furnished by or on behalf of Tenant in connection with his or her application for residency at Traditions of Hanover were true and accurate when made and continue to be true and accurate in all respects.

(n) No Proprietary Interest. Tenant's/Co-Tenant's rights under this Agreement are the rights and privileges expressly granted, and do not include any proprietary interest in Traditions of Hanover or other properties of Traditions of Hanover.

(o) Tenant Not Confined to Property. Tenant/Co-Tenants is/are free to leave Traditions of Hanover at any time, but Traditions of Hanover shall not be responsible for any obligations or expenses whatsoever incurred by Tenant/Co-Tenant or for any damages suffered by Tenant/Co-Tenant while off of Traditions of Hanover's property unless directly caused by the negligence or intentional acts of Traditions of Hanover or its employees or agents. Tenant/Co-Tenant and/or Responsible Party and/or Guarantor each hereby explicitly agree that Traditions of Hanover shall have no liability to Tenant/Co-Tenant because Tenant/Co-Tenant exited Traditions of Hanover's building and/or left Traditions of Hanover's property. Tenant/Co-Tenant shall notify Traditions of Hanover in advance of any planned absence.

5. OBLIGATIONS OF RESPONSIBLE PERSON/GUARANTOR.

(a) Responsible Person. Responsible Person is required to enter into and sign a separate "Responsible Person Agreement" that sets forth Responsible Person's financial obligations hereunder. The Responsible Person Agreement is made a part hereof, and is incorporated by reference as if set forth at length herein. Responsible Person shall be responsible to pay from Tenant's/Co-Tenant's financial resources and shall be liable only up to the amount of Tenant's/Co-Tenant's resources. The Responsible Person executing this Agreement on behalf of Tenant/Co-Tenant's further represents and warrants to Traditions of Hanover that he or she has the legal authority to execute this Agreement on behalf of Tenant as provided in the contemporaneously executed "Responsible Person Agreement" and any exhibit thereto.

(b) Guarantor. Guarantor is required to enter into and sign a separate "Guaranty and Suretyship Agreement" that sets forth the Guarantor's financial obligations, which is made a part hereof, and which is incorporated by reference as if set forth at length herein. Guarantor shall be jointly and severally liable for all of Tenant's/Co-Tenant's financial obligations under this Agreement and shall guarantee payment if Tenant/Co-Tenant and/or Responsible Person, as applicable, does not pay Traditions of Hanover for all charges incurred under this Agreement within thirty (30) days of the payment due date.

6. TERM OF AGREEMENT & TERMINATION, TRANSFER OR DISCHARGE.

(a) Term. The initial term of this Agreement shall be for one (1) month commencing on _____, 20__, and shall automatically renew each successive month unless terminated by either party in accordance with the provisions of this Agreement.

(b) Traditions of Hanover Initiated Event of Default. Traditions of Hanover may declare an event of default and terminate Tenant's rights to stay in the apartment if (i) Tenant fails to pay the Primary Services Fee or any other charges or fees promptly when they are due; (ii) Traditions of Hanover determines that Tenant (1) presents a foreseeable direct threat to the health or safety of other individuals; (2) is likely to cause substantial physical damage to any person, the property of Traditions of Hanover or the property of others; or (3) the Tenant has otherwise failed to abide by Traditions of Hanover's reasonable rules and regulations, as amended from time to time; (iii) Tenant violates any applicable federal, state, or local law, statute, regulation, or ordinance in or about Traditions of Hanover or breaches any obligations imposed on Tenant by statute; or (iv) Tenant otherwise fails to comply with any of the terms or conditions of this Agreement, (v) a Responsible Person breaches the Responsible Person Agreement, and/or (vi) a Guarantor breaches the Guaranty & Suretyship Agreement. Traditions of Hanover's determination that any of the foregoing conditions exist and are continuing shall be solely determined by the Traditions of Hanover in its sole and exclusive discretion. Tenant understands that, among other things, demonstrated occurrences of violent or threatening behavior to others, material violations of Traditions of Hanover's rules, regulations, and policies, or the creation of a fire, safety, or sanitation hazard in the Apartment or at Traditions of Hanover may result in termination of this Resident Agreement by Traditions of Hanover. If Traditions of Hanover makes such a determination, Traditions of Hanover will deliver to Tenant a written notice of termination and eviction which will take effect within fifteen (15) days, except for situations involving non-payment of the Primary Services Fee or other charges, which will be effective within ten (10) days.

(c) Notice of Termination by Traditions of Hanover or Tenant. Tenant or Traditions of Hanover may terminate this Agreement upon the party terminating this Agreement providing thirty (30) days prior written notice to the non-terminating party (or such other period of time as required by applicable law). Upon termination, the termination date will be the last day of the calendar month following the expiration of the thirty (30) day notice period.

(d) Landlord and Tenant Act of 1951. The Landlord and Tenant Act of 1951, as amended, shall govern any eviction proceeding initiated by Traditions of Hanover. If Traditions of Hanover commences legal proceedings against Tenant for non-payment and to evict Tenant for Tenant's breach of this Agreement, Tenant and/or Responsible Person and/or Guarantor shall be obligated to pay all costs and expenses incurred by Traditions of Hanover, including, without limitation, attorney's fees, court costs and constable fees, costs of restoring and repairing the Apartment such that it is habitable, marketable, and in good order. The Tenant shall also be obligated to pay all unpaid rent, fees, and charges for services due through the effective date of termination date of this Agreement. If Tenant is evicted from the Apartment (based upon non-payment of rent or for any reason set forth in a termination notice or any action at law), Tenant and/or Responsible Person and/or Guarantor and/or Tenant's estate, as applicable, shall still be responsible to Traditions of Hanover for all of its costs and damages (including rent for the balance of expenses and attorney's fees set forth in this Agreement) as a result thereof. Traditions of Hanover's remedies

for breach of this Agreement are cumulative. Exercise of any remedy or the lack thereof, does not act as a waiver of Traditions of Hanover's future remedies.

(e) Transfer to Nursing Facility, Hospital or Other Outside Facility. In the event of emergency, illness or deterioration in the physical or mental condition of Tenant requiring a higher level of medical care to be undertaken by licensed medical professionals, Tenant may be transferred to an appropriate licensed health care provider, in accordance with applicable federal, state, and local laws, rules, and regulations. The expense of such transfer and care, including the cost of transport service, shall be the obligation of Tenant. In situations of Double Occupancy where one Co-Tenant is permanently transferred to an outside facility, the obligation to pay the Spousal Fee for the transferred Co-Tenant shall cease. The Co-Tenant remaining in the apartment shall continue to pay the Primary Services Fee and any other fees or charges as they become due.

7. DEATH OF TENANT.

(a) Traditions of Hanover Responsibility. Traditions of Hanover assumes no responsibilities or obligations which may arise upon the death of Tenant except that Traditions of Hanover shall provide prompt notice to Tenant's surviving spouse and/or selected representative as reflected in the Tenant's file. All funeral arrangements and expenses are the sole obligation of Tenant's estate and/or those individuals otherwise responsible by law. Unless otherwise agreed, Traditions of Hanover will assume no responsibility for life insurance policies or benefits for any deceased Tenant. Tenant's survivors shall be responsible for making application for survivor insurance benefits.

(b) Transfer. In the event of Tenant's death, Tenant provides an irrevocable power of attorney, coupled with an interest, to Traditions of Hanover to arrange for the transfer of Tenant's body to the Funeral Home designated by Tenant at the time of admission at the Tenant's sole cost and expense. Traditions of Hanover shall notify the person(s) designated by Tenant in the event of Tenant's death. Tenant's estate or those individuals obligated by law are responsible for the payment of all costs associated with the transfer and funeral.

8. REFUNDS.

(a) Security Deposit and Advance Payments. The Security Deposit and any funds paid in advance for Primary Services subject to deductions for payment of outstanding bills, costs incurred to restore or repair Tenant's Apartment or other amounts due Traditions of Hanover, will be refunded to Tenant within thirty (30) days after the permanent transfer or discharge of Tenant from Traditions of Hanover and termination of this Agreement following removal of Tenant's property from the Apartment less any amounts due to Traditions of Hanover for any services or charges incurred by Traditions of Hanover on the Tenant's behalf and/or damages to the Tenant's unit. Except as otherwise set forth above, in the event of Tenant's death, Traditions of Hanover shall refund to Tenant's estate or to such parties or persons entitled to the property the Security Deposit and any unused portion of advance payments for Primary Services made by Tenant or Responsible Person and held by Traditions of Hanover after deductions for payment of any outstanding bills, costs incurred to restore or repair Tenant's apartment or other amounts due Traditions of Hanover, within thirty (30) days from the date that Tenant's personal property is removed from Tenant's apartment.

(b) Wait List Deposit. The Wait List Deposit is non-refundable after admission. If Tenant decides not to enter Traditions of Hanover after executing this Agreement but before occupancy, the Wait List Deposit is non-refundable. In the event of Tenant's death prior to admission, Traditions of Hanover shall refund the Wait List Deposit within thirty (30) days of receipt of a copy of the Death Certificate.

9. TRADITIONS OF HANOVER RULES, REGULATIONS, POLICIES, AND PROCEDURES.

(a) Rules and Regulations. Tenant shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and Traditions of Hanover's rules, regulations, policies and procedures as published in the Resident Handbook, as amended from time to time, or other documents or publications made available by Traditions of Hanover, which are incorporated by reference as if set forth at length herein. Traditions of Hanover reserves the right to amend or change its rules, regulations, policies and procedures. A copy of the Resident Handbook containing an explanation of Traditions of Hanover's rules, regulations, policies and procedures shall be provided to Tenant upon admission. Traditions of Hanover's rules, regulations, policies and procedures shall not be construed as imposing any contractual obligations on Traditions of Hanover or granting any contractual rights to Tenant, and are subject to change from time to time.

10. INDEMNIFICATION; HOLD HARMLESS; PERSONAL AND OTHER PROPERTY.

(a) Responsibility for Maintenance and Loss. Tenant/Co-Tenant is responsible for all risk associated with his/her/their personal property, including its maintenance, at all times, all insurance coverage, including his or her own health, personal property, general liability, automobile (if applicable), rental, and other insurance coverages in adequate amounts. Tenant/Co-Tenant and/or Responsible Person and/or Guarantor acknowledges that Traditions of Hanover is not an insurer of Tenant's person or property and has no responsibility for loss, damage or theft of any of the Tenant's/ Co-Tenant's personal property. Traditions of Hanover is not be liable to Tenant/Co-Tenant for any personal injury or property damage (including, without limitation, damage to or loss or theft of automobiles or personal property of Tenant/Co-Tenant) suffered by Tenant/Co-Tenant or Tenant's/Co-Tenant's agents, guests, or invitees, unless the injury or damage is caused by the gross negligence of Traditions of Hanover or its employees or agents. Tenant/Co-Tenant hereby holds harmless and releases Traditions of Hanover of and from any and all liability for any personal injury or property damage suffered by Tenant/Co-Tenant or Tenant's/Co-Tenant's agents, guests or invitees, unless caused by the negligence of in Traditions of Hanover or its employees or agents on or off Traditions of Hanover property. **FURTHER, TENANT/CO-TENANT HEREBY VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES HIS OR HER RIGHTS TO SPECIAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES IN ANY DISPUTE, ACTION, PROCEEDING CLAIM, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT; TO TENANT'S/CO-TENANT'S OCCUPANCY, TENANCY, RESIDENCY OR PRESENCE ON OR AROUND THE TRADITIONS OF HANOVER PROPERTY AND/OR COMMUNITY; AND TENANT'S/CO-TENANT'S APPLICATION, INCLUDING, WITHOUT LIMITATION, THOSE ARISING IN TORT, INCLUDING**

NEGLIGENCE, GROSS NEGLIGENCE, AND INTENTIONAL TORTS, CONTRACT, BY STATUTE, OR OTHERWISE, AND WHETHER BROUGHT AGAINST A PARTY TO THIS AGREEMENT, OR ANY PERSON OR ENTITY WITH ANY RELATIONSHIP THERETO. IT IS STRONGLY RECOMMENDED THAT TENANT/CO-TENANT OBTAIN RENTER'S INSURANCE AND OTHER LIABILITY AND CASUALTY INSURANCE IN ORDER TO (A) PROTECT TENANT/CO-TENANT AND TENANT'S/CO-TENANT'S OCCUPANTS AND GUESTS AND THE PROPERTY BELONGING TO SUCH PERSONS, AND (B) POTENTIALLY PROVIDE TENANT WITH A POTENTIAL RECOVERY SOURCE IF THE PREMISES AND/OR APARTMENT COMMUNITY ARE DAMAGED. TENANT'S/CO-TENANT'S FAILURE TO MAINTAIN RENTER'S INSURANCE AND/OR GENERAL LIABILITY AND CASUALTY INSURANCE SHALL IN NO WAY LIMIT THE LIABILITY OF TENANT TO TRADITIONS OF HANOVER OR OTHERS UNDER THIS AGREEMENT.

(b) Damage to Apartment or Traditions of Hanover Property. Tenant, Responsible Person, Guarantor, and/or Tenant's Estate, as applicable, is/are responsible for any damages caused to Traditions of Hanover property beyond normal wear and tear, and Traditions of Hanover shall deduct from the Security Deposit such reasonable charges as may be assessed by Traditions of Hanover for the repair and replacement of damaged property. Tenant or Tenant's estate shall pay Traditions of Hanover for any costs to restore or repair Tenant's apartment in excess of the Security Deposit.

11. CAPACITY OF TENANT AND GUARDIANSHIP.

If prior to or after admission to Traditions of Hanover Tenant/Co-Tenant is or becomes legally incompetent, then, in the absence of Tenant's prior designation of an authorized legal representative, a health care power of attorney, or such other document lawfully appointing any person to be the Tenant's/Co-Tenant's attorney-in-fact in Pennsylvania under Pennsylvania law, or upon the unwillingness or inability of the legal representative to act on the Tenant's/Co-Tenant's behalf, Traditions of Hanover shall have the right to commence a legal proceeding before the Court of Common Pleas of Northampton County, Pennsylvania to adjudicate Tenant's/Co-Tenant's competency and/or petition the court for the appoint of a guardian for Tenant/Co-Tenant. The cost of the legal proceedings, including attorneys' fees and costs, shall be paid by Tenant/Co-Tenant or Tenant's/Co-Tenant's estate.

12. NOTICE.

Wherever written notice is required to be given to Traditions of Hanover under this Agreement, it shall be sufficient if notice is provided by personally delivering it or by first-class mail, return receipt requested, addressed to:

Traditions of Hanover
Attn: Executive Director
5300 Northgate Drive
Bethlehem, PA 18017

Notice to Tenant will be provided by personal delivery to Tenant's apartment, or where applicable, by first-class mail to Responsible Person or other designated person.

(RESPONSIBLE PERSON/DESIGNATED PERSON, if any) (ADDRESS)

13. Reserved.

14. CONDITION AND MAINTENANCE OF THE PREMISES

(a) Tenant/Co-Tenant acknowledges that he or she has had an opportunity to inspect the Apartment and Tenant/Co-Tenant accepts the Apartment in "as is, where is" condition. Traditions of Hanover will maintain the Apartment in habitable condition, will maintain all common areas in a clean and safe condition, and will maintain all equipment, appliances, and fixtures, and all electrical, plumbing, heating, ventilating, and air conditioning equipment in good and safe working order and condition, reasonable repair time excepted.

15. RESOLUTION OF CERTAIN DISPUTES BY ARBITRATION AND CLASS WAIVER

(a) EXCEPT WITH RESPECT TO THE "EXCLUDED CLAIMS" DEFINED BELOW, any controversy, dispute or disagreement arising out of or relating to the Agreement, the breach thereof, or the subject matter thereof ("Disputes"), shall be settled exclusively by binding arbitration, which shall be conducted at Traditions of Hanover in accordance with the American Health Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration then in effect. Judgment on the award rendered shall be binding on all parties to the Agreement and judgment on the award may be entered in any court having competent jurisdiction thereof.

(b) Disputes include not only claims made directly by Tenant/Co-Tenant, but also made by anyone connected with the Tenant/Co-Tenant or claiming through Tenant/Co-Tenant, such as any spouse or other family member, agent, executor, trustee, guardian, attorney in fact, beneficiary, and the like. Disputes include claims that relate directly to Traditions of Hanover, as well as claims that relate to any parent, affiliate, successor, assign, employee and agent of Traditions of Hanover, and claims for which Traditions of Hanover may be directly or indirectly liable, even if Traditions of Hanover is not properly named at the time that the claim is made. Disputes include claims based on any theory of law, including, but not limited to, contract, statute, regulation, tort (including, but not limited to, fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims or otherwise. Disputes include claims made as part of a class action or other representative action, it being agreed that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions.

(c) The arbitration must be filed with The American Health Lawyers Association, Apartment 600, 1025 Connecticut Avenue NW, Washington, DC 20036-5405, Phone: (202) 8331100, Fax: (202) 833-1105, Website www.healthlawyers.org. The Tenant/Responsible Party may obtain a copy of the arbitration rules from this organization, as well as information about initiating arbitration, by contacting this organization.

(d) The arbitration shall be decided by a single arbitrator; unless either party to the arbitration requests a panel of three arbitrators in which case the arbitration shall be conducted by a panel of three arbitrators (said arbitrator or arbitrators are sometimes referred to as the “arbitrator”). The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act. The arbitrator will be empowered to award any damages or other relief provided for under applicable law and will not have the power to award relief to, or against, any person who is not a party to the arbitration. The arbitrator shall render a decision in writing, provided, however, that the arbitrator need not provide a statement of the reasons for the decision unless one is requested by a party to the arbitration. In the event, however, that the arbitrator awards punitive damages, the arbitrator shall be required to render a reasoned award stating the basis for the award of punitive damages. The award of the arbitrator shall be final and binding, subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act.

(e) The party initiating the arbitration shall pay the initial filing fee, and any deposits required by the American Health Lawyers Association. If any party to the arbitration requests a panel of three arbitrators, the party making the request shall pay the fees of the additional arbitrators unless the arbitrator rules otherwise. All other fees and costs shall be allocated in accordance with the rules of the American Health Lawyers Association. Each party shall bear the expense of their respective counsel, experts, accountants, witnesses and other costs and expenses, regardless of who prevails, except to the extent that the arbitrator assesses costs of the arbitration to a particular party.

(f) The following claims are “EXCLUDED CLAIMS” and shall not be subject to arbitration:

(i) Any claim relating to rent or for nonpayment of rent, use and occupancy, or other fees claimed due in connection with the rental, use or occupancy of any premises occupied or used by the Tenant, or any services provided to the Tenant (each a “Fee Claim” and collectively “Fee Claims”), it being specifically understood and agreed that Traditions of Hanover retains the right to proceed with judicial actions and/or proceedings to collect such amounts, to evict the Tenant and terminate the Tenant’s right, if any, to occupy or use any premises occupied or used by the Tenant. The parties reserve any and all rights, legal and equitable, to enforce their respective rights in a court of competent jurisdiction regarding a Fee Claim. The parties specifically agree and acknowledge that any claim, counterclaim, cross-claim or third-party claim unrelated to a Fee Claim must be asserted by way of arbitration, and may not be interposed independently, or by way of a counterclaim, in the judicial action or proceeding in which a Fee Claim is asserted, except for claims relating to the breach of the warranty of habitability;

(ii) Class actions, private attorney general actions or other representative actions or claims, it being specifically understood and agreed that such claims must proceed on an individual (non-class, non-representative) basis. Unless mutually agreed in writing by the Tenant and Traditions of Hanover, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint obligors on the Agreement or parties to a single transaction or related transaction), whether or not the claims have been assigned. Nothing in this Section 15.6(b) shall be construed to prohibit, limit or otherwise restrict any cause, suit or other legal action undertaken by the United States

Department of Justice or the United States Department of Housing and Urban Development on behalf of a Tenant or Tenants;

(iii) Claims and rights, if any, to resort to self-help remedies, such as the right to restrain funds in an account, to interplead funds in the event of any dispute, to exercise any security interest or lien that any party may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having competent jurisdiction, including, without limitation, any action taken to evict or bar Tenant/Co-Tenant from Traditions of Hanover;

(iv) Any hearing rights or other rights and claims that are guaranteed to a Tenant/Co-Tenant under Medicare or any applicable state or local law, rule or regulation;

(v) Any claim that, pursuant to applicable law, rule or regulation, is not permitted to be resolved by arbitration;

(vi) If any action is brought by either party with respect to an Excluded Claim, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred therein from the non-prevailing party, in addition to such other relief as the court may deem appropriate;

(vii) Any claim with respect to the Tenant's/Co-Tenant's competency or in connection with the appointment of a custodian or guardian for the Tenant/Co-Tenant; and,

(viii) Any equitable claim by the Traditions of Hanover to cause an act or cease an act of any kind that is in breach of this Agreement or the Rules and Regulations.

(ix) These arbitration provisions shall survive termination of the Agreement, the bankruptcy of any party, and the transfer or assignment of any claims. If one or more of these arbitration provisions are deemed invalid or unenforceable, the remaining portions shall nevertheless remain valid and enforceable.

(g) Not a Condition of Admission or Continued Stay. Mandatory arbitration is not required as a condition of admission or continued stay in Traditions of Hanover.

(h) Confidentiality. Tenant/Co-Tenant shall keep any information regarding the arbitration proceeding, including rulings, testimony, decisions, and awards by the arbitrator, confidential and will not disclose voluntarily to any third party, except to the extent required by law or the arbitration panel. Tenant/Co-Tenant is permitted to disclose that the matter has been resolved, without disclosing the results of the arbitration proceeding.

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

(j) Survival of Arbitration Clause. This arbitration clause shall survive termination of the Agreement, the bankruptcy of any party, and the transfer or assignment of any

claims. If one or more of these arbitration provisions are deemed invalid or unenforceable, the remaining portions shall nevertheless remain valid and enforceable.

16. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, personal representatives, successors and assigns.

(b) Fair Housing Compliance. Traditions of Hanover operates under, and in compliance with, the terms of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, as amended, and the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*, as amended, which make it unlawful to discriminate in the sale or rental of residential real estate or in the terms, conditions, or privileges of the sale or rental of residential real estate because of race, color, religion, sex, familial status, national origin, disability, or handicap.

(c) Severability. The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

(d) Entire Agreement. The Admission Agreement consists of this Agreement, the Resident Admission Application and, if applicable, the Responsible Person Agreement or the Guaranty and Suretyship Agreement. This Admission Agreement represents the entire Agreement between the parties, and it supersedes, merges and replaces, all prior negotiations, offers, warranties and previous representations, understandings or agreements, oral or written, between the parties.

(e) Modifications. Traditions of Hanover reserves the right from time to time to modify unilaterally the terms of this Agreement consistent with law. Traditions of Hanover also reserves the right to request a change in the terms of this Agreement. Traditions of Hanover will give Tenant thirty (30) days advance written notice of any such modifications or any such proposed modifications.

(f) Waiver of Provisions. Traditions of Hanover reserves the right to waive any obligation of Tenant under the provisions of this Agreement in its sole and absolute discretion. No term, provision or obligation of this Agreement shall be deemed to have been waived by Traditions of Hanover unless such waiver is in writing by Traditions of Hanover. Any such waiver by Traditions of Hanover shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and the other obligations of Tenant under this Agreement shall remain in full force and effect.

(g) Assignment. This Agreement is not assignable by Tenant without the prior written consent of Traditions of Hanover. The rights and obligations of Traditions of Hanover may be assigned to any person or entity, which person or entity will be responsible to ensure that the obligations of Traditions of Hanover under this Agreement are satisfied in full from and after the date that Tenant is notified of such assignment. Traditions of Hanover may engage another person

or entity to perform any or all of the services under this Agreement in its sole and exclusive discretion.

17. ACKNOWLEDGMENTS.

(a) Schedule of Fees. Tenant and, if applicable, Responsible Person or Guarantor acknowledge(s) the receipt of a copy of the Schedule of Fees and the opportunity to ask questions about Traditions of Hanover's charges. The Schedule of Fees is attached to this Agreement and incorporated by reference.

(b) Agreement. Tenant/Co-Tenant and, if applicable, Responsible Person or Guarantor acknowledge(s) that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of Traditions of Hanover, and that they have had an opportunity to ask questions about this Agreement.

(c) Resident Handbook. Tenant and, if applicable, Responsible Person or Guarantor, if any, acknowledge(s) receipt of a copy of the Resident Handbook and the opportunity to ask any questions about Traditions of Hanover's rules, regulations, policies, and procedures. Traditions of Hanover's Resident Handbook shall not be construed as imposing any contractual obligations on Traditions of Hanover, or granting any contractual rights to Tenant, and is subject to change from time to time.

(d) Move In and Move Out Criteria. Tenant has reviewed the move in and move out criteria and by executing this document acknowledges that they have been reviewed by Tenant.

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

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement on the date written below.

Tenant Date

Tenant Date

Responsible Person, if any Date

Guarantor, if any Date

Traditions of Hanover

By _____
Executive Director or Designee Date

SCHEDULE OF FEES

EXHIBIT C

**TRADITIONS OF HANOVER RESIDENT HANDBOOK
REQUIRED PROVISIONS PURSUANT TO CONSENT ORDER**

[IN ADDITION TO ANY OTHER PROVISIONS, THE FACILITY'S RESIDENT HANDBOOK IS REQUIRED TO CONTAIN THE FOLLOWING PROVISIONS, EXCEPT FOR ANY BRACKETED TEXT, INCLUDING THIS ONE]

LIVE-IN ATTENDANT: Management must be notified if residents employ a live-in attendant or aide. Attendants are permitted under the following circumstances:

- The aide must be employed by a recognized home care agency.
- The aide must not be obligated for the individual's support;
- The aide would not be living in the unit except to provide supportive services; and
- The aide qualifies for occupancy only as long as the individual needing supportive services does, and may not qualify for continued occupancy as a remaining family member.

Resident who employ a live-in attendant must sign an addendum to the lease that:

- Identifies the attendant by name;
- Clarifies that the attendant has no right to occupy the unit except as a caretaker of the resident, even if the attendant is a relative; and specifies that management has the right to evict the attendant for violating house rules.

Management reserves the right to check the references of live-in attendants and to refuse to permit a live-in attendant to reside in the facility.

* * *

MOTORIZED MOBILITY ASSISTANCE DEVICE: Please refer to the Motorized Mobility Assistance Device Policy, a copy of which has been provided to you and is available at the front desk. Traditions of Hanover recognizes that some residents may require the use of a motorized electric cart in order to maintain a higher independence and functioning level as a means of mobility.

* * *

PETS: [In addition to facility's other rules and polices regarding pets:] Service Animals and Emotional Support Animals are welcome at Traditions of Hanover for individuals who have been granted a reasonable accommodation to Traditions of Hanover's pet policies. If you or someone living with you requires a reasonable accommodation, such as a service animal or emotional

support animal, please refer to the Reasonable Accommodations / Modifications Policy & Request Form, a copy of which has been provided to you and is available at the front desk.

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REASONABLE ACCOMMODATIONS / MODIFICATIONS POLICY & REQUEST FORM: Traditions of Hanover recognizes that residents with disabilities may require reasonable accommodations to Traditions of Hanover's policies, practices, or services or may require reasonable modifications to physical structures to have an equal opportunity to use and enjoy Traditions of Hanover's facilities and services. If you or someone living with you requires a reasonable accommodation or modification, please refer to the Reasonable Accommodations / Modifications Policy & Request Form, a copy of which has been provided to you and is available at the front desk.

EXHIBIT D

TRADITIONS OF HANOVER

REASONABLE ACCOMMODATIONS / MODIFICATIONS POLICY

POLICY:

In accordance with its obligations under the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, if requested by persons with disabilities or those acting on their behalf, Traditions of Hanover will make reasonable accommodations in its rules, policies, practices or services and make reasonable modifications to physical structures that are necessary for a resident or prospective resident with a disability to have an equal opportunity to use and enjoy a residence and the facilities and services offered at Traditions of Hanover (“Traditions”).

PROCEDURE:

To request a reasonable accommodation or modification, a resident (hereafter “Tenant”) or any representative acting on behalf of the Tenant, may fill out the Request for Reasonable Accommodation/Modification form and submit it to the Executive Director, the Fair Housing Compliance Officer or any staff in the administrative offices. The Tenant may orally request a reasonable accommodation to the Executive Director of Traditions (“Executive Director”) or to the Traditions Fair Housing Compliance Officer (“FHCO”). Prospective residents or those acting on the behalf of prospective residents may also submit requests to Traditions through Tradition’s Marketing Department and/or Executive Director and may do so orally or in writing. If a request is made orally by a Tenant, prospective resident or a representative thereof, the staff member receiving it shall record the request on the Request for Reasonable Accommodation form and ask the Tenant, prospective resident or a representative to review the completed form for accuracy and to sign the form. All completed Request for Reasonable Accommodation forms must be delivered to the Executive Director and FHCO as soon as

practicable, but not later than 3:00 P.M. on the next business day to enable Traditions to promptly respond.

Requests for reasonable accommodations or modifications will be treated as confidential and will only be shared with Traditions staff who are engaged in determining if the requested accommodation or modification is necessary and reasonable.

When a Tenant or someone acting on a Tenant's behalf requests a reasonable accommodation or modification and (1) the Tenant's disability is known or obvious; and (2) the need for the requested accommodation or modification is readily apparent, Traditions will not request additional information. If the Tenant's disability is not known or obvious or if the need for the requested accommodation or modification is not readily apparent, Traditions may request reliable information that (1) is necessary to verify that the Tenant meets the FHA's definition of a "disability"; (2) describes the needed accommodation; and (3) demonstrates the relationship between the person's disability and the need for the requested accommodation or modification. To ensure that Traditions can fully evaluate and timely respond to any request for an accommodation or modification due to disability, we ask that the requesting party promptly provide that information to Traditions, if requested.

To receive a reasonable modification, Tenants with disabilities must also bear all expenses of making any modifications approved by Traditions and may be required to bear some or all of the expenses necessary to restore the modified structure at the end of the Tenant's lease. In certain situations, however, including, (1) if Traditions desires a more expensive modification than the one proposed; or (2) if the requested modification should have been included in the original design and construction of Traditions, Traditions will bear some or all of the costs of completing the modification, which will be evaluated on a case-by-case basis. Traditions will not permit a

prospective Tenant to perform modifications to any unit or facility until after the Tenant has executed a Resident Agreement and paid any and all deposits or other payments due and owing thereunder.

Traditions shall keep written records regarding each request for reasonable accommodation or modification. These records shall include the following information (if applicable): the Tenant's or prospective Tenant's name, address or residence number, and contact information; if applicable, the name of the representative making the request on behalf of Tenant or the prospective Tenant and his/her contact information; the name of the Traditions employee who received the request, and the date the request was received by the Executive Director and his/her initials; the nature of the request; whether the request was granted or denied; if the request was denied, the reason(s) for denial; and to the extent any alternative accommodation or modification was offered, the alternative accommodation or modification, and whether the alternative accommodation or modification was accepted by Tenant or the prospective resident.

In determining whether a requested accommodation or modification is reasonable, Traditions may consider, among other things, whether the request would fundamentally alter the facilities or services provided by Traditions, whether the requested accommodation or modification would result in an undue burden to Traditions, and whether the requested accommodation or modification would result in a threat to the health or safety of other residents, and/or has the potential to impact the health and safety of other individuals or result in damage to the property of others.

When Traditions refuses a requested accommodation or modification because it is unreasonable, Traditions will discuss with the Tenant, the prospective Tenant, and/or his or her representative and with appropriate staff if there is an alternative accommodation or modification

that would address the Tenant's or prospective resident's disability-related need that is otherwise reasonable.

**TRADITIONS OF HANOVER
REASONABLE ACCOMMODATION / MODIFICATION REQUEST FORM**

Name of Tenant or prospective resident: _____

Address/Apartment Number: _____

Telephone Number/Email Address: _____

Name of Tenant/prospective Tenant's representative, relationship of representative to
Tenant/prospective resident, and representative's contact information):

Describe the reason for this request. Please identify the claimed disability, if it is not apparent:

Describe the accommodation or modification that you are seeking:

Describe how your disability is related to the accommodation or modification that you are
seeking:

Dated: _____

Requesting Party / Tenant

Date Received: _____

Receiving Staff Member (printed)

Date Outcome Communicated
to Requesting Party / Tenant: _____

Requesting Party / Tenant

FOR COMMUNITY USE

REASONABLE ACCOMMODATION/MODIFICATION DOCUMENTATION FORM

Accommodation/Modification Request (check one): Granted_____ Denied_____

Additional documentation requested (check one): Yes_____ No_____

Date additional documentation requested:_____

Date additional documentation received:_____

Executive Director/Fair Housing Compliance Officer Assessment: _____

If the Requested Accommodation or Modification Was Denied, Explain Why: _____

If the Requested Accommodation or Modification Was Denied, Were Alternatives Offered or Discussed:

Yes:_____ No:_____

Describe Any Alternative Accommodation or Modification Offered or Discussed: _____

If Yes, Describe the Alternative Accommodation or Modification Offered or Discussed, the Date Accepted or Denied, the Reason It Was Denied (If Applicable), and Identify All Persons Who Participated in the Interactive Process:

Executive Director Signature: _____ Date: _____

Date Assessment Form Completed: _____

Date Outcome Communicated to Requesting Individual: _____

I certify that on _____, I, _____, Fair Housing Compliance Officer for HSL corporate, reviewed this reasonable accommodation request and denial and took corrective action where necessary.

HSL corporate Fair Housing Compliance Officer Assessment: _____

HSL Corporate Fair Housing Compliance Officer Signature: _____

EXHIBIT E

TRADITIONS OF HANOVER

MOTORIZED MOBILITY ASSISTANCE DEVICE POLICY

POLICY:

This Motorized Mobility Assistance Device Policy (the “Policy”) is meant to enable Tenants and visitors with a disability who use motorized mobility assistance devices for mobility to have full access to our community facilities and residential units, and to promote a safe environment for all Tenants and visitors. In that effort, Traditions of Hanover has adopted guidelines for use of motorized mobility assistance devices. A “motorized mobility assistance device” is defined as a wheelchair, cart or scooter powered by an electric motor that serves as an assistive device to allow an individual to move within and around Traditions of Hanover as necessary to have equal access to its facilities and services.

Physical injury to the Tenant, any person, or any property as the result of improper operation of the motorized device will be the responsibility of the Tenant and the owner of the motorized mobility device. It is recommended that all owners, operators, and users of motorized mobility device obtain liability insurance that covers the ownership, operation, and use of the motorized mobility device. Many renter’s insurance policies cover the use of motorized mobility assistance devices, provided that they are not used on public streets, rights of way or public sidewalks. It is a good idea to ask your insurance agent whether your insurance policy provides coverage for motorized mobility assistance device, and, if not, what coverage options may be available to you.

Tenants and visitors must comply with Traditions of Hanover’s Safety Rules, detailed below.

PROCEDURE:

I. Safety Rules:

A. Motorized mobility assistance devices are permitted in any area of the community unless they pose a direct threat to the safety of others or cause or may cause substantial physical damage to the property of others, including Traditions of Hanover.

B. Motorized mobility assistance devices shall not be operated at a speed that is faster than ambulatory Tenants walking in the immediate area. This is considered the "safe speed" for the community.

C. Tenants and others walking on foot shall be afforded the right-of-way at all times.

D. Tenants who are using motorized mobility assistance devices shall stop prior to entering a corridor or public walkway and stop at the corridor or sidewalk intersections where ambulating Tenants and others may not be readily observed.

E. Motorized mobility assistance devices shall be operated in such a manner that they do not impede or interfere with normal Tenant flow, including any other Tenant or guest's ability to freely access the common area of the room.

F. When common area activities are in progress and crowded, Traditions of Hanover may request that those using motorized mobility assistance devices enter or exit prior to or after other Tenants to ensure safe Tenant ingress and egress.

G. Operators must reduce speed on common walkways and maintain a safe distance from pedestrians and other motorized mobility assistance devices even if the speed is less than the "safe speed" as set forth in (B) above.

H. Motorized mobility assistance devices shall be parked near common areas in a manner that they will not pose a safety hazard for ingress, egress or flow of Tenants or emergency exits.

I. Motorized mobility assistance devices may not block entrances to buildings, doorways, stairways, walkways, ramps, corridors or sidewalks. They shall not be parked such that they obstruct the entrance or exit of any building or common area within the building.

J. When parked, motorized mobility assistance devices shall be secured from movement, including maintaining the device in the off position and engaging an emergency brake if one exists. Motorized mobility assistance devices that require a key for operation shall not be left with the key in the ignition when the Tenant is not present.

II. Tenant Responsibilities and Agreement:

A. Tenant shall operate his/her motorized mobility assistance device in accordance with the manufacturer's recommendations. Devices shall not be modified in any manner that affects their recommended mode of operation, speed, or safety.

B. Each Tenant who has a motorized mobility assistance device is responsible to make sure the vehicle is in safe working order and that mechanical or equipment defects are reported and remedied as soon as possible.

C. Physical injury to another as the result of improper operation of the motorized mobility assistance device will be the sole responsibility of the owner of the motorized mobility assistance device.

D. Traditions of Hanover shall obtain and maintain a statement signed by each Tenant who has a motorized mobility assistance device, attesting to their knowledge and understanding of the community's safety rules regarding safe use of the motorized mobility assistance device. A copy of the Motorized Mobility Assistance Device Agreement shall be placed in the Tenant's file.

TRADITIONS OF HANOVER

MOTORIZED MOBILITY ASSISTANCE DEVICE AGREEMENT

I understand it is my responsibility to respect the rules and regulations of the community when using my motorized wheelchair, cart, or scooter. I agree to operate my motorized wheelchair, cart, or scooter safely and in consideration of other Tenants, employees, and visitors. I agree that I will be responsible for physical injury to another as the result of the improper operation of the motorized mobility assistance device.

I received instruction regarding the rules and regulations of the community motorized mobility assistance devices.

Tenant

Date

Traditions of Hanover Representative

Date

EXHIBIT F

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended the _____ training on the federal Fair Housing Act, including its requirements concerning persons with disabilities, taught by _____. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

EXHIBIT G

NOTICE TO PUBLIC

On _____, 2020, the United States District Court for the Eastern District of Pennsylvania entered a Consent Order in *United States v. Heritage Senior Living, LLC, et al.* 20cv2272 (E.D. Pa.), resolving a housing discrimination lawsuit brought by the United States against Heritage Senior Living, LLC, Westrum Hanover, LP, and GAHC3 Bethlehem PA ILF, LLC (“Defendants”). The lawsuit alleged that the Defendants discriminated against residents and prospective residents of Traditions of Hanover, located at 5300 Northgate Drive in Bethlehem, Pennsylvania, by creating and implementing a series of discriminatory tenant occupancy and eligibility policies and practices that exclude persons with disabilities in violation of the Fair Housing Act. The complaint alleged that the Defendants’ policy requiring residents who use wheelchairs to transfer to a chair in the dining room, and their policy requiring residents who use motorized chairs and wheelchairs to pay a non-refundable fee in order to use their motorized device on the property are discriminatory to persons with disabilities. In addition, the complaint alleged that the Defendants provide transportation as an amenity, and that until 2013, that transportation was inaccessible to people who used wheelchairs in violation of the Fair Housing Act.

Under the Consent Order, a Settlement Fund has been established to compensate persons whose rights may have been violated by the Defendants. Under this Consent Order, current or former residents or prospective residents, including the estate of a person who is now deceased, may be entitled to receive monetary relief if that person or a family member:

- Was discouraged by Traditions’ staff from applying for residency at Traditions or were denied residency due to a mental or physical impairment or health condition;
- Was encouraged to move out of Traditions due to a mental or physical impairment or health condition;
- Was evicted or asked to leave Traditions as a result of a mental or physical impairment or health condition;
- Was restricted in the use of a mobility aid in the dining room or other common space;
- Was required to pay a fee to use a motorized mobility device; or
- Was unable to use the transportation provided by Traditions because it was inaccessible.

*If you believe you or a family member has been discriminated against in any way described above, please contact the United States Department of Justice at:
1-800-896-7743, mailbox 92.*

You may also write to:
**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
4 Constitution Square, 150 M Street NE, Suite 8.000, Washington, DC 20530
Attn: DJ# 175-62-405**

Or email at:

Fairhousing@usdoj.gov

Please include DJ# 175-62-405 in the subject line

You must call or write on or before [no more than 120 days after entry of the Consent Order] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

EXHIBIT H

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Order entered by the United States District Court for the Eastern District of Pennsylvania in the case of *United States v. Heritage Senior Living, LLC, et al.*, 20cv2272 (E.D. Pa.), and in consideration for the payment of \$ _____, I, _____, on behalf of myself and/or any decedent, estate, and/or incapacitated claimant whom I represent, do hereby fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims set forth in the Complaint in this lawsuit that I may have had against the Defendants for any of the Defendants' actions or statements related to those claims through the date of the entry of the Consent Order. I fully acknowledge and agree that this release of the Defendants shall be binding upon, as applicable, (a) the estate, if a personal representative or executor is executing this Release and/or (b) myself, on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understood this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 2020.

Signature

Print Name

Home Address

Home Address Continued

EXHIBIT I

Heritage Covered Facilities

Traditions of Hanover

Traditions of Hershey

Chestnut Knoll

Keystone Villa at Fleetwood

Keystone Villa at Ephrata

Keystone Villa at Douglassville

The Manor at Market Square

Cardinal Village

Traditions at Cross-Keys

The Birches at Harleysville

The Birches at Newtown

Belle Reve Senior Living

Heritage Hill Senior Community

Senior Commons at Powder Mill

Heritage Green

Heritage Green Assisted Living

GAHC3 Covered Facilities

GAHC3 York ALF, LLC, a Delaware limited liability company

GAHC3 Boyertown PA ALF, LLC, a Delaware limited liability company

GAHC3 Bethlehem PA ILF, LLC, a Delaware limited liability company

GAHC3 Palmyra PA ALF, LLC, a Delaware limited liability company