

5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. Both the Basic Rate and the Care Fees are due to the Operator during a Resident's absence from the apartment. A credit for Care Fees will begin after two (2) consecutive weeks absence and a credit for Meals will begin after 21 days absence from the apartment. The apartment will be reserved until the Resident or Resident Representative or the Operator determines that the Resident will be unable to return. A provision to reserve a residential space does not supercede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized