

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.

3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

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