

Employment Application

AN EQUAL OPPORTUNITY EMPLOYER

Please check all that apply.	Full-Time	<input type="checkbox"/>	Part-Time	<input type="checkbox"/>	AM	<input type="checkbox"/>	PM	<input type="checkbox"/>	NOC	<input type="checkbox"/>
	Time On-	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

PERSONAL INFORMATION

NAME (LAST NAME, FIRST NAME, MIDDLE NAME)				DATE OF APPLICATION	
ADDRESS	APT. NO.	CITY	STATE	ZIP	
HOME PHONE NUMBER			OTHER PHONE NUMBER		
ARE YOU AT LEAST 18 YEARS OF AGE? <input type="checkbox"/> YES <input type="checkbox"/> NO (if under 18, hire is subject to verification that you are of minimum legal age.)			SOCIAL SECURITY NUMBER (optional)		

DESIRED EMPLOYMENT

POSITION	DATE YOU CAN START	SALARY DESIRED
ARE YOU EMPLOYED NOW? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF SO, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? <input type="checkbox"/> YES <input type="checkbox"/> NO	
WHO REFERRED YOU?		
<input type="checkbox"/> EMPLOYMENT AGENCY <input type="checkbox"/> NEWSPAPER ADVERTISING <input type="checkbox"/> FRIEND <input type="checkbox"/> WALK-IN <input type="checkbox"/> STATE EMPLOYMENT AGENCY <input type="checkbox"/> COLLEGE PLACEMENT SERVICE <input type="checkbox"/> OTHER _____		
IF HIRED, CAN YOU PRESENT EVIDENCE OF YOUR US CITIZENSHIP OR PROOF OF YOUR LEGAL RIGHT TO LIVE AND WORK IN THIS COUNTRY? <input type="checkbox"/> YES <input type="checkbox"/> NO		
CAN YOU PERFORM THE ESSENTIAL FUNCTIONS FOR THE JOB APPLIED FOR AS LISTED IN THE JOB DESCRIPTION, WITH OR WITHOUT REASONABLE ACCOMODATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF NO, DESCRIBE THE ESSENTIAL FUNCTIONS THAT CANNOT BE PERFORMED.)		
IF HIRED, WOULD YOU HAVE A RELIABLE MEANS OF TRANSPORTATION TO AND FROM WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO		

EDUCATION

SCHOOL LEVEL	NAME AND LOCATION OF SCHOOL	NO. OF YEARS COMPLETED	DID YOU GRADUATE?	LIST DEGREE/DIPLOMA OR GED
HIGH SCHOOL				
COLLEGE				
VOCATIONAL/BUSINESS SCHOOL				
HEALTH CARE TRAINING				

GENERAL

SUBJECTS OF SPECIAL STUDY
SPECIAL TRAINING, CERTIFICATION OR LICENSES
SPECIAL SKILLS

ADDITIONAL QUALIFICATIONS

ARE YOU LICENSED / CERTIFIED FOR THE JOB APPLIED FOR? <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF LICENSE / CERTIFICATION:
ISSUING STATE:	LICENSE / CERTIFICATION NUMBER:
HAS YOUR LICENSE/CERTIFICATION BEEN REVOKED OR SUSPENDED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, STATE REASON(S), DATE OF REVOCATION OR SUSPENSION, AND DATE OF REINSTATEMENT?	

EMPLOYMENT HISTORY

LIST BELOW ALL PRESENT AND PAST EMPLOYMENT STARTING WITH YOUR MOST RECENT EMPLOYER. (List your last 3 employers. If the last three employers do not cover 5 years of employment history, please list the last 5 years of employment history. Attach additional pages if necessary.) DO NOT OMIT ANY EMPLOYERS DURING THIS TIME PERIOD. EXPLAIN ANY GAPS IN EMPLOYMENT IN THE SPACE PROVIDED BELOW.

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
INITIAL PAY RATE	FINAL PAYRATE	MAY WE CONTACT THIS EMPLOYER? (we will contact past employers to verify previous employment) <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			
NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
INITIAL PAY RATE	FINAL PAYRATE	MAY WE CONTACT THIS EMPLOYER? (we will contact past employers to verify previous employment) <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			
NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
INITIAL PAY RATE	FINAL PAYRATE	MAY WE CONTACT THIS EMPLOYER? (we will contact past employers to verify previous employment) <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			

REASON FOR LEAVING			
NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS		CITY	STATE ZIP
STARTING DATE	LEAVING DATE		JOB TITLE
INITIAL PAY RATE	FINAL PAYRATE	MAY WE CONTACT THIS EMPLOYER? (we will contact past employers to verify previous employment) <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

EXPLANATION FOR GAPS IN EMPLOYMENT:

MILITARY SERVICE RECORD

LIST BRANCH SERVED IN US ARMED FORCES	LIST REASONS AND NATURE OF DISCHARGE IF OTHER THAN HONORABLE:
LIST ANY SPECIAL SKILLS OR ABILITIES OBTAINED AS A RESULT OF SERVICE IN THE US ARMED FORCES	

DRIVING INFORMATION

COMPLETE THIS ONLY IF THE POSITION YOU ARE APPLYING FOR REQUIRES DRIVING AS AN ESSENTIAL DUTY.

DO YOU HAVE ANY CURRENT DRIVING RESTRICTIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	DO YOU HAVE A VALID DRIVER'S LICENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, LIST DRIVERS LICENSE NUMBER AND CLASS	WHAT STATE ARE YOU LICENSED IN?
DO YOU HAVE A CHAUFFEUR'S DRIVERS LICENSE?	
WHAT DRIVING INFRACTIONS HAVE YOU HAD DURING THE LAST 5 YEARS?	

CRIMINAL HISTORY

HAVE YOU EVER PLED GUILTY OR BEEN CONVICTED OF A CRIMINAL OFFENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF "YES," LIST ALL GUILTY PLEAS & CONVICTIONS, DATE, NATURE OF OFFENSES AND WHERE THEY OCCURRED. (COUNTY & STATE) (PLEASE NOTE: A CONVICTION WILL NOT AUTOMATICALLY DISQUALIFY YOU FROM EMPLOYMENT)

OTHER

DO YOU HAVE ANY FRIENDS OR RELATIVES WORKING FOR THIS EMPLOYER?? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, state name(s) and relationship:	
NAME	RELATIONSHIP
NAME	RELATIONSHIP

NAME	RELATIONSHIP
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REFERENCES

LIST BELOW THREE PERSONS YOU ARE NOT RELATED TO, WHO HAVE KNOWLEDGE OF YOUR WORK PERFORMANCE WITHIN THE LAST THREE YEARS.

	NAME	PHONE	NATURE OF RELATIONSHIP	YEARS AQUAINTED
1				
2				
3				

AUTHORIZATION AND AGREEMENT

Please read carefully, initial each paragraph and sign and date below

_____ I hereby certify I have not intentionally withheld information that may adversely affect my chances for employment and all information provided is true and correct to the best of my knowledge. I further certify I, the undersigned applicant, personally completed this application. I understand any omissions or misappropriations of information provided within this application, or documents used to secure employment, will be grounds for rejection of this application or immediate separation/termination, should an offer of employment be extended, regardless of the time elapsed before discovery.

_____ I hereby authorize the employer to thoroughly investigate my references, employment history and work performance, education and other qualifications related to my eligibility for employment. I authorize all references, my current employer and all former employers listed within this application to disclose all letters and / or reports related to my work record without giving me prior notice of such disclosure. I hereby release my current and former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

_____ I understand nothing contained in this application, or conveyed during any interview, or during my employment, if hired, is intended to create an employment contract between me and the employer. In addition, I understand and agree that if I am employed, my employment is for no determinable period and may be terminated at any time, with or without prior notice, at the option of either myself or the employer, and that no promises or representations contrary to the foregoing are binding unless made in writing and signed by me and the company's representative.

_____ I understand that a job offer, if extended to me, will be contingent upon the successful completion of a criminal history background check, a motor vehicle driving record (if applicable to the position I am applying for) and any other requirement of the state where the position is located and consistent with applicable law and in compliance with the fair credit reporting act.

_____ I waive receipt of a copy of any public record described in the paragraph above.

_____ I understand the Company has a **Mandatory Arbitration Plan** (the "plan"), which is the required and exclusive way for applicants, employees and the company to resolve any and all disputes. The company has given me a copy of this plan. I have read the plan and understand it. I agree to resolve any dispute between the company and myself arising out of this application or, if the company employs me, arising out of my employment with the Company by adhering to the terms of the Mandatory Arbitration Plan.
Plan Effective Date: January 11, 2012

_____ If hired, **I understand the employer requires:** **A)** proof of Hepatitis B vaccination within 14 days of hire; **B)** me to have an annual influenza vaccination each year during the month of October and/or **C)** a signed statement requesting to be exempt from either A or B. I understand the employer will pay the cost of these requirements as long as I obtain them from a provider contracted with the employer to provide these services.

_____ If hired, **I understand the employer requires** proof I am free of Tuberculosis prior to my first day of work and that the employer will pay the cost of the TB test if I obtain the test from my employer or from a provider contracted with the employer to provide this service.

Applicant Signature

Date

This application will be used solely in consideration for the position for which you have applied. This application will be considered active for 90 days.

Mandatory Arbitration Plan

The following Plan is the exclusive and mandatory way for an Employee and the Company to resolve their disputes.

Neither the Employee, nor the Company may bring a lawsuit in any State or Federal Court against the other regardless of the nature of the claim or the severity of alleged damages.

1. Arbitration is the process wherein a legally recognized dispute is decided by an individual or individuals chosen by the parties to the dispute, rather than by a judge or jury. Arbitration has the advantage of being less formal, resolving disputes in a timely manner and at less expense to both parties. The decision of the arbitrator is final and binding on the “Company” and the “Employee”. Arbitration shall be the sole and exclusive process by which any legally recognized claim, controversy, dispute of difference arising from an application for employment, actual employment or termination of employment may be resolved.
2. As used in this Plan, “**Employee**” means any applicant for employment, actual Employee or former Employee. This shall also include any individual, child, dependent, spouse, relative, executor, estate or guardian which would have the legal standing required to bring a lawsuit for damages arising out of a claim.
3. As used in this plan “**Company**” means the employer (Golden Age Senior Living of El Paso, LLC) and any, present or former, officer, management Company, director shareholder, co-worker, attorney or agent of the Company, or client of the Company. This definition shall also include any parent Company, holding Company, subsidiary or any other entity which has or had an economic interest in the Company.
4. As used in this Plan, “**Claim**”, “**Controversy**”, “**Dispute**”, or “**Difference**” means any claim, dispute, disagreement, contention or grievance which an Employee has with the Company, or the Company has with the Employee, which could normally be made on the basis of a lawsuit in State or Federal Court. By way of example, but not by way of limitation, this would include any and all claims for money damages, and any and all claims arising out of or related to application for employment, employment, termination or personal injury. This further includes, but is not limited to, any and all claims for negligence, gross negligence, breach of contract, good faith and fair dealing, defamation, slander, libel, tortious interference, strict liability and tort, products liability, deceptive trade practices, breaches of warranty, common law and statutory claims and damages, punitive or exemplary damages, property damages, lost earnings, diminished earning capacity, disfigurement, incapacity, physical injuries, on-the-job injuries, on-the-job illness, personal injuries, psychological injuries, emotional injuries, mental anguish, loss of consortium, medical expenses, attorney’s fees or bad faith damages. A claim or dispute also includes any and all claims or disputes which may be brought under State or Federal law, but not limited to Civil Rights Act, Wage and hours laws, American’s with Disabilities Act, Sexual Harassment, Age Discrimination, Wrongful Termination, and any and all causes of action which may exist for violation of any federal, state or other governmental constitution, statute, ordinance or regulation which now exists or may exist in the future.
 - a. This plan does not provide for resolution of disputes:
 - i. Which could not legally be brought in State or Federal Court or for which a court or agency otherwise would not be authorized by law to grant relief;
 - ii. For unemployment compensation benefits;
 - iii. For criminal issues such as theft of goods, cash or other property belonging to the Company.

This Plan shall not prohibit any party from seeking a temporary restraining order, temporary injunction or permanent injunction in order to preserve legal rights that require extraordinary relief.

Nothing in this Plan shall require that the Company first request arbitration before disciplining, discharging, promoting, demoting or engaging in other acts falling within the traditional prerogatives of management.

5. All Employees, by applying for, accepting or by continuing employment after the implementation of this Plan, shall be required to submit any legally recognized claim to arbitration, rather than to litigation, according to this Plan and the rules established for its enforcement. The Company shall also be required to proceed to arbitration on all matters brought for arbitration by an Employee. The duty imposed on both the Company and Employee to arbitrate all legally recognized claims arising from the employment relationship shall continue beyond, and not be affected by, the termination of an Employee’s employment.

6. The Company shall have no right, once the facts giving rise to the claim have occurred, to amend this plan or otherwise avoid its obligation to proceed to arbitration if requested to do so. The Company shall have the right to amend this plan, provided that no plan amendment shall be effective until 10 days after it has been communicated to current Employees. No amendment can affect a current claim.
7. No Employee or group of Employees shall have the right to seek class-wide relief for any claim.
8. Claims alleging discrimination or harassment in employment on the basis of race, color, national origin, age, religion, sex or disability, and encompassed by Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, the Age Discrimination in Employment Act of 1967 ("ADEA"), the American's With Disabilities Act ("ADA"), the Pregnancy Act, or Texas Commission on Human Rights Act ("TCHRA") must be presented to the Equal Employment Opportunity Commission ("EEOC"), TCHRA, or to any other legally recognized local agency, or may be filed dually with such agencies, for investigation, mediation and conciliation, provide such is done within the time limits prescribed by the applicable Federal, State or local law. Once the Company is notified that the matter has been timely presented by a charge of discrimination to such agencies, the arbitration process, if it has begun, shall be suspended until such time as the agency or agencies have concluded their involvement and a notice of right to sue has been issued to the Employee, or until the Federal, State or local agency has otherwise terminated its handling of the matter. Ultimate resolution therefore shall be in arbitration, pursuant to this Plan. Insofar as a request for arbitration must be submitted following receipt of such notice with the time periods prescribed by Federal, State or local law for filing suit once notice of right to sue has been issued.
9. Remedies available to the Employee or Company in arbitration shall be the same as would be available had the matter been brought to court. All defenses that would be available to the Employee or Company in litigation, including but not limited to the statute of limitations and Employee at will, shall be available in arbitration. The arbitrator shall have the right to consider all evidence and circumstances deemed relevant to the dispute in arriving at the decision.
10. Despite the implementation of the Plan, employment with the Company is and shall remain "at will". Employees retain the right to terminate their employment, with or without cause. Neither this Plan, nor any provision contained herein is intended in any way to affect or change the "at will" employment relationship. Neither the Employees' right to proceed to arbitration, nor the Company's obligation to proceed to arbitration shall be affected by a termination of employment.
11. The Federal Arbitration Act ("FAA") shall apply to and govern any matter submitted to arbitration pursuant to the Plan. In the event, or to the extent, that the Federal Arbitration Act may be determined to be inapplicable, and only in such an event, the Texas General Arbitration Act ("TGAA") shall apply.
12. The rules governing arbitration proceedings shall be as set forth, and as from time to time amended, by the American Mediation Association, Dallas, Texas.

The American Mediation Association filing fee shall be paid by the party seeking resolution under this plan. If any party refuses to pay any required fee, then this shall represent a refusal to arbitrate per this plan, and the other party may request a summary ruling from the arbitrator.

Prior to the initiation of arbitration, the Employee and Company shall attempt to resolve the dispute by informal internal discussion. If the dispute cannot be resolved, then either party may contact the American Mediation Association.

13. The arbitrator shall have expertise and experience in resolving employment-related disputes or claims. Such individual must be available to hear a matter and render a decision without undue delay.

The arbitrator shall have the same authority as a trial judge, sitting without a jury, to make factual determinations and to apply governing law to the facts as determined. The arbitrator shall have no authority to ignore or modify any provisions of this Plan or to apply any legal, quasilegal or equitable standards except those embodied in or as generally accepted as part of governing law.

14. The Company and Employee shall attempt to select a mutually acceptable arbitrator. If an arbitrator cannot be selected within thirty days of the demand for arbitration, the American Mediation Association shall submit to each party a list of five (5) qualified persons, along with information on their backgrounds and qualifications. The parties may then agree on a person. If the parties fail to agree on an arbitrator, each party will rank the arbitrator candidates from one to five (one being the preferred) and return the rankings to the American Mediation Association, Inc. The

candidate whose total score is the lowest shall be the arbitrator. In the event of a tie score, the American Mediation Association shall select the arbitrator.

If a party fails to return their rankings within 30 days of receipt, then that party agrees to the appointment of any person on the list. If neither party returns the list within the time limit, then the American Mediation Association may appoint any person on the list.

15. The parties agree that the person appointed as arbitrator is an independent contractor and not an agent or Employee of the American Mediation Association.

The parties agree that neither the American Mediation Association nor any arbitrator or mediator shall be necessary or permissible party in any judicial proceeding related to an arbitration or mediation.

The parties agree that neither an Employee or associate of the American Mediation Association, arbitrator or mediator shall be called as a witness, consultant, or expert in any pending or future proceedings related to the subject matter of the dispute.

The parties agree that the American Mediation Association, its Employees, associates and all arbitrators or mediators shall have immunity or defense from liability to the same extent as any judge that resides over a court proceeding. The parties further agree that the American Mediation Association, its Employees, associates, arbitrators and mediators shall not be liable to any party for any act or omission concerning a dispute. The total damages recoverable for any claim that a party cannot waive shall be equal to the fee paid by a party to the American Mediation Association.

16. Except where it may be shown that the arbitrator's award was procured by fraud or corruption, or where the arbitrator has demonstrated evident partiality or misconduct sufficient to substantially prejudice the rights or one or more of the parties, or where the arbitrator's award shows manifest disregard for the governing law or for this plan, the award rendered by the arbitrator shall be final, binding and not appealable.

Efforts to confirm, modify or vacate an arbitrator's award in court shall be conducted according to the provisions of the Federal Arbitration Act and the trial judge in such court shall have limited jurisdiction sufficient only to enforce this arbitration plan (policy) and the orders of the selected arbitrator.

17. Except as may be modified herein, the time limit for requesting arbitration shall be the same time limit specified under law as the statute of limitations period for the specific type of claims asserted, as if the claims had been asserted in a court of law. The filing of a charge of discrimination with the EEOC, TCHRA or any legally recognized local agency shall not toll or delay this time limit for requesting arbitration. Requests for arbitration not timely made in accordance with the applicable statute of limitations shall be forever barred.
18. Unless so ordered by the arbitrator, and only upon a showing of good cause, nor more than three (3) depositions, excluding the depositions of expert witnesses, may be taken by any party. No single deposition may exceed four (4) hours. Interrogatories may be utilized by any party. Each party is allowed two (2) sets of interrogatories requiring no more than twenty (20) separate responses per set (subset requests such as 1A, 1B or questions requesting multiple answers shall each count as one response). The arbitrator shall have sole authority to determine which discovery procedures are necessary and appropriate in the case to reduce the time, cost and expense of the discovery process, while still affording each party a fair opportunity to prepare its case. Request for production may be utilized by any party upon approval by the arbitrator. Request for admission may be utilized by any party upon approval by the arbitrator. Unless a greater time is allowed by the requesting party, interrogatories, request for production and request for admissions shall be answered or objected to within thirty (30) days from the date of service. The arbitrator may impose sanctions and take such other actions in connection therewith as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedures.
19. Costs and fees charged by the arbitrator shall be borne equally by the parties. The arbitrator shall have the discretion, upon written request of any party, and for good cause shown, to reapportion the arbitration fees (except attorney's fees) and costs in any manner in which the arbitrator deems equitable, except that in no event shall an Employee be assessed more than one-half of the arbitration fees (except attorney's fees) and costs. All other costs incurred in arbitration, including attorney fees, shall be borne by the parties incurring them unless a legal claim before the arbitrator contains a specific attorney fee shifting provision such as a statutory claim under Title VII or TCHRA,

among others, or a common law breach of contract claim. In such cases where a fee shifting provision is present, then fees shall be apportioned according to the specific law regarding such claims.

- 20. Either party may, at least 45 days prior to the arbitration hearing, request mediation. Upon such request, the arbitrator shall appoint a mediator. The costs of mediation shall be borne equally by the parties unless reapportioned by the arbitrator, upon request of a party, and for good cause shown. In no event shall an Employee be required to pay more than one-half of the mediator's fee. The mediator shall have no authority to render a binding decision, the mediator's findings or impressions will not be made known to the arbitrator in the event a settlement is not reached.
- 21. The consideration supporting the Company's obligation to arbitrate, as well as the Employees' obligation to arbitrate includes the mutual promise given to the other, to submit all legally recognized claims or disputes to arbitration, rather than litigate them in court or in some other forum.

The Company's obligation to submit all legally recognized claims or disputes to arbitration upon the timely request of any Employee is contractual and override any statement within its policies which may be construed to the contrary.

- 22. This Plan shall, without any action required, automatically amend to comply with any applicable state Supreme Court, US Court of Appeals or US Supreme court decision regarding the enforceability of arbitration plans.

Any issue or dispute concerning the formation, applicability, interpretation, enforceability, validity, revocability, fairness, or extent, including but not limited to fraud, fraud in the inducement, unconscionability, misrepresentation, unfair bargaining power, duress, public policy, or general rules of equity, shall be subject to arbitration as provided herein. The arbitrator, and not any federal state or local court of agency shall have authority to decide any such issue or dispute. The decision of the arbitrator on any such issue or dispute shall be final and binding upon the parties.

- 23. No promise or agreement regarding this Mandatory Arbitration Plan that is not expressly contained in this document shall be binding on the Company or Employee. No oral promise or representation shall in any way amend this plan.
- 24. This plan shall be the primary arbitration plan to resolve a dispute unless there are any Employee welfare benefit plans, including but not limited to a nonsubscriber work injury policy or medical insurance program, which contain an arbitration provision. If such provisions exist, then those terms shall be primary. Any claims or issues not addressed in those provisions shall be governed by this Plan.
- 25. **EMPLOYEE AND COMPANY AGREE NOT TO FILE A LAWSUIT FOR ANY CLAIM OR CONTROVERSY COVERED BY THIS PLAN. IF EITHER EMPLOYEE OR COMPANY DOES FILE SUIT ON SUCH A CLAIM OR CONTROVERSY THE PARTY AGAINST WHOM THE CLAIM OR CONTROVERSY IS BROUGHT MAY RECOVER ITS ATTORNEYS FEES FOR HAVING THE LAWSUIT ABATED OR DISMISSED AND THEREAFTER HAVING THE MATTER SUBMITTED TO ARBITRATION.**

Effective Date: January 1, 2012

Company Name: Golden Age Senior Living of El Paso, LLC

I _____ acknowledge I have been given a copy of the above **Mandatory Arbitration Plan** and have had an opportunity to ask questions regarding the Plan. I hereby agree to abide by the terms of the Plan.

Employee Signature

Date

Signature Administrator