

EXHIBIT D (2)

**MEADOW RIDGE TRADITIONAL PLAN
RESIDENCY AGREEMENT
(LIFE CARE)**



100 Redding Road

Redding, Connecticut 06896

(203) 544-1000

**TRADITIONAL
RESIDENCY AGREEMENT**
(Life Care)

Version: July 2018

GLOSSARY

The following terms are described as used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

"Admission Payments" means the Entrance Fee (and Second Person Entrance Fee, if applicable) paid by the Resident to Meadow Ridge, together with the Loan made by the Resident to Meadow Ridge, pursuant to this Agreement.

"Agreement" or "Residency Agreement" means this Residency Agreement.

"Apartment" means the apartment at The Community in which you are entitled to live pursuant to the Agreement as identified in Section 1 of the Agreement and including any Assisted Living Apartment (as defined herein) to which you may relocate.

"Assisted Living Apartments" mean those Apartments which have been identified by The Community as providing Assisted Living Services.

"Assisted Living Fee" means fees charged for Assisted Living Services as established by us from time to time and payable by a resident residing in the Assisted Living Apartments.

"Assisted Living Services" means those services provided by The Community in the Assisted Living Apartments designed to assist residents with the activities of daily living and which are in addition to the services furnished to other apartments as specified in Section 4 hereof.

"Capital Improvements Fee" means that one-time, non-refundable fee which may be used by us for The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements and/or capital reserves as described in Section 1.4 of the Agreement.

"The Community" means the facility known as Meadow Ridge, which is the subject of the Agreement, including the Apartments, the Assisted Living Apartments, The Health Center, and all common areas.

"Entrance Fee" or "Second Person Entrance Fee" means that fee, including the Entrance Fee Deposit, as established by us from time to time and payable by a

prospective resident to us for acceptance into The Community as described in Section 1 of the Agreement.

"Entrance Fee Deposit" means the initial deposit payable hereunder as described in Section 1.2 of the Agreement.

"Garage Rental Fee" means that monthly rental fee established by us from time to time and payable pursuant to a separate lease between a resident and us for the use of a garage at The Community as described in Section 5.3 of the Agreement.

"The Health Center at Meadow Ridge" or "The Health Center" means the health center forming a part of The Community which is intended to provide semi-private or private (for an additional fee and if available) nursing accommodations for the nursing care as stated in the Agreement.

"Loan" means the loan made to Meadow Ridge by you pursuant to this Agreement and pursuant to the Loan Agreement attached hereto as Exhibit A. Your rights to repayment of the Loan may be held by your heirs or others if we consent to such an assignment, and our consent will not be unreasonably withheld.

"Managed Residential Community" means a community registered with the Connecticut Department of Public Health in order to offer certain Assisted Living Services provided by a licensed assisted living services agency to residents in their apartments. The Community is registered as a Managed Residential Community.

"Meadow Ridge" or "we" or "us" or "our" means Redding Life Care, LLC (d/b/a Meadow Ridge), a Connecticut limited liability company and the owner of The Community.

"Medical Director" means the physician designated as the medical director of The Health Center in accordance with Section 6.8 of the Agreement.

"Monthly Fee" means that monthly fee (including the second person monthly fee if there are two of you) payable in consideration for services and features as set forth under Section 4 of the Agreement.

"occupancy" (including the term occupy and all tenses thereof) means the date upon which you close on your apartment (i.e., your Admission Payments have been made in accordance with the terms of your Agreement).

"Resident" or "you" means the resident or residents who is (are) signatory to the Agreement. Sometimes a second Resident (if there are two of you) is referred to in the Agreement as the "second person."

"Resident Handbook" means the document referenced in Section 16 of the Agreement, which will be given to the Resident(s) upon occupancy at The Community.

"Regular Monthly Charges" means all those Regular Monthly Charges payable by you pursuant to the terms of the Agreement, including the fees charged under Section 3.3, the Monthly Fees, the Assisted Living Fees, the Garage Rental Fees, the fees for optional services, the additional monthly fees for nursing care, if any, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular circumstances.

"Trustee Mortgage" means the mortgage, as amended from time to time, on the real estate owned by Meadow Ridge and comprising The Community which secures your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000, as such amount may be increased from time to time.

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Meadow Ridge

RESIDENCY AGREEMENT

1. ENTRANCE FEE AND LOAN

1.1. Admission Payments

To assure you _____ a place at Meadow Ridge in Redding, Connecticut in accordance with all terms of this Agreement, including payment of the Regular Monthly Charges described below, you will pay to Meadow Ridge, an Entrance Fee, make a Loan to Meadow Ridge and, if applicable, pay a Second Person Entrance Fee for a total of \$ _____.

(i) \$ _____ of this amount represents the Entrance Fee;

(ii) \$ _____ of this amount represents the Second Person Entrance Fee (if applicable); and

(iii) \$ _____ of this amount represents the Loan.

Your Entrance Fee, Loan, and Second Person Entrance Fee, if applicable, together constitute your Admission Payments. Payment of your Admission Payments entitles you to live in apartment no. _____ at The Community for as long as you are capable of independent living in accordance with The Community's admission policy, as amended from time to time. In addition, pursuant to the terms of this Agreement, you may be entitled to relocate to an Assisted Living Apartment or The Health Center at Meadow Ridge when you are no longer capable of independent or assisted living.

1.2. Entrance Fee

Ten percent of your Admission Payments (minus the Second Person Entrance Fee, if applicable) (\$ _____) is paid herewith and will be held in escrow pursuant to Connecticut law (the "Entrance Fee Deposit"). In no event shall you be required to move into the Community before the expiration of thirty (30) days from your execution of this Agreement. The balance of your Entrance Fee (\$ _____) and the Second Person Entrance Fee (\$ _____), if applicable, will be due and payable on the same day that your Loan is due pursuant to Section 1.3 below.

1.3. Loan

Your Loan of \$ _____ will be paid (by wire, bank or certified check) to Meadow Ridge the earlier of _____ or the date you move into The Community. Your Loan will be evidenced by a Loan Agreement, a copy of which is attached as Exhibit A. Your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000 (which amount may be increased from time to time), is secured by the Trustee Mortgage. The Trustee Mortgage is subordinate to certain "permitted encumbrances" as defined in the Trustee Mortgage and the Indenture of Trust. A copy of the Trustee Mortgage and the Indenture of Trust is available for your review upon your request. The Loan may not be mortgaged, sold, discounted, assigned, or otherwise transferred, subject to our prior written approval, which approval shall not unreasonably be withheld.

1.4. Capital Improvements Fee

In addition to your Admission Payments described above, a one-time Capital Improvements Fee of \$ _____ will be paid (by wire, a separate bank or certified check) to Meadow Ridge on the same day as your Loan is due pursuant to Section 1.3 above. This charge may be used by us for The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements and/or capital reserves. No portion of the Capital Improvements Fee is refundable.

1.5. Declining Balance of Loan

The outstanding amount of your Loan shall be automatically reduced by two and one-half percent (2.5%) per month. After forty (40) months, the Loan shall be reduced to zero and, thereafter, no amount shall be outstanding under the Loan. You understand and agree that during such forty (40) month period, the amount of the Loan repayable to you decreases by two and one-half percent (2.5%) each month. You further understand and agree that upon the expiration of such forty (40) month period, no amount of the Loan shall be repayable to you.

2. REIMBURSEMENT OF ADMISSION PAYMENTS

2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy

2.1.1 If you are not accepted for residency, as evidenced by Meadow Ridge's authorized signature of this Residency Agreement, the full amount of the Entrance Fee Deposit you have paid will be promptly refunded to you without interest.

2.1.2 If you change your mind and give us written notice of cancellation by registered or certified mail within thirty (30) days from the date of this Agreement, this Agreement will be automatically canceled. In such event, the full amount of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within one hundred twenty (120) days of written notice, except that we will retain an amount equal to any costs that are specifically incurred by us due to your request.

2.1.3 After the thirty (30) day period, if you (or either of you if there are two of you) die at any time prior to the date your Apartment is ready for occupancy, or because of illness, injury, or incapacity, you (or either of you if there are two of you) are unable to occupy your Apartment under the terms of this Agreement, upon written notice to Meadow Ridge by registered or certified mail, this Agreement will be automatically canceled, unless in the case of such illness, injury, or incapacity you (or either of you if there are two of you) choose to become a resident of The Health Center at Meadow Ridge or an Assisted Living Apartment, as applicable in accordance with The Community's admission policies. If this Agreement is so canceled, the full amount of the Entrance Fee Deposit you have paid will be refunded to you or to your estate, without interest, within one hundred twenty (120) days of your request, except that we will retain: (i) an amount equal to any costs that are specifically incurred by us due to your request and (ii) a service fee of \$1,000.

2.1.4 In all other cases, if you cancel this Agreement prior to occupying the Apartment, we will retain \$20,000 and the balance of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within one hundred twenty (120) days.

2.2. Forfeiture of Entrance Fee After Occupancy

In the event this Agreement is terminated or canceled after you have occupied your Apartment, we will retain the total of the Entrance Fee (and the Second Person Entrance Fee, if applicable) portion of your Admission Payments.

2.3. Repayment of Loan

The repayment of your Loan will be made in accordance with the Loan Agreement, a copy of which is attached as Exhibit A to this Residency Agreement.

2.4. Right of Offset

We have the right to offset against any Entrance Fee Deposit refund and/or Loan repayment, any unpaid Regular Monthly Charges owed by you, any unreimbursed health care expenses we have advanced on your behalf, any amount deferred by us under Section 9.2.3, and any other sums owed by you.

3. REGULAR MONTHLY CHARGES

3.1. Reserved

3.2. Monthly Fees

You shall pay a Monthly Fee for the services and features provided to all residents as set forth in Section 4. Your Monthly Fee will initially be \$ _____ per month for one (1) person and an additional \$ _____ per month if there are two of you (“Monthly Fee”) .. We will give you advance written notice of not less than thirty (30) days before any change in the Monthly Fee is implemented.

3.3. Regular Monthly Charges

In addition to the Monthly Fee, you will pay all applicable Regular Monthly Charges, including, without limitation:

(a) monthly charges for any optional services that you utilize and that are subject to an extra charge as provided in Section 5 below; and

(b) a \$ _____ charge per month for occupying your Apartment (including any Assisted Living Apartment to which you relocate) or The Health Center at Meadow Ridge. There shall be no increase in this charge during the term of this Agreement and charges collected shall be our unrestricted property and may be used by us for any purpose.

We will give you advance written notice of not less than thirty (30) days before any increase in any extra charge is implemented.

3.4. Payment

On the earlier of (i) the day you move into The Community or (ii) the day you make your Loan to us as provided in Section 1.3 of this Agreement, you shall pay a pro-rated portion of the Regular Monthly Charges and Monthly Fee. Thereafter, such monthly charges will be payable on the tenth day of each month in advance,

and all other Regular Monthly Charges for optional services will be paid on the tenth day of each month for the optional services obtained during the preceding month. A late charge equal to one percent (1%) shall be assessed on any Regular Monthly Charges three or more days past due.

3.5. Termination of Charges for Apartment

3.5.1 The Regular Monthly Charges for your Apartment will terminate after your death (or upon the death of the survivor in a double-occupied apartment), upon the removal of the contents of your Apartment or upon the release of your Apartment pursuant to the provisions regarding assisted living and Health Center usage. In the event one of two residents occupying an apartment dies, the second person Monthly Fee will cease and the remaining resident will continue to pay the first person Monthly Fee and any other Regular Monthly Charges.

3.5.2 If you terminate this Residency Agreement after occupying your Apartment, you will be required to pay all applicable charges identified in Section 3 until the later of one hundred and twenty (120) days after we receive written notice of such termination or the actual release of your Apartment and removal of the contents of your Apartment.

4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS

Meadow Ridge will furnish at The Community, so long as you reside in an apartment therein, the following services and features which are included in the Monthly Fee:

4.1 Continental breakfast every day;

4.2 A monthly meal credit (one credit for each day of the month), which may be used for lunch or dinner (or both) in the dining room (or a comparable meal plan as determined by Meadow Ridge from time to time);

4.3 Water, sewer, air conditioning, heating, and electricity;

4.4 Satellite or Cable TV service (as decided by Meadow Ridge);

4.5 Property taxes, insurance on building and structures;

4.6 Grounds keeping, landscaping, and snow removal;

- 4.7** Security services;
- 4.8** Building janitorial and maintenance service;
- 4.9** Weekly housekeeping service;
- 4.10** Weekly flat laundry service (one load);
- 4.11** Planned social, cultural and recreational activities for those who wish to participate;
- 4.12** One reserved space for open parking provided, however, parking spaces are only available if you own an automobile;
- 4.13** Carpeting (except in kitchen and bath where there will be alternate floor covering);
- 4.14** Complete kitchen, including refrigerator, range with oven, dishwasher, microwave oven, ductless hood fan;
- 4.15** Stackable washer and dryer in each apartment;
- 4.16** Local transportation as scheduled by us (which may change from time to time) – a description of scheduled transportation is located in the Resident Handbook, and a copy is provided to residents upon admission to The Community;
- 4.17** Emergency call system in your Residence through the use of a pendant, which is monitored 24-hours a day by designated Community staff;
- 4.18** Use of all common areas in The Community;
- 4.19** Use of recycling rooms on every floor;
- 4.20** Use of The Health Center at Meadow Ridge pursuant to the terms of Section 6 of this Agreement; and
- 4.21** Use of the Assisted Living Apartments at Meadow Ridge pursuant to the terms of Section 6 of this Agreement.

5. SERVICES PROVIDED FOR AN EXTRA CHARGE

5.1. Miscellaneous Additional Services

Meadow Ridge will also make available at The Community, at your request, so long as you reside in an apartment at The Community, at the then prevailing rates of extra charge: additional meals besides those provided in consideration for the monthly meal credit, guest meals, tray service to your Apartment, additional housekeeping, certain office services such as "fax" and copier, use of guest rooms, catering for private parties, home health services, salon services, garage parking, if available, non-emergency calls to and service of the Medical Director, personalized transportation, and certain other services, upon special arrangements. Certain additional services for extra charge will also be available to you while you are in The Health Center at Meadow Ridge or an Assisted Living Apartment.

A list of these extra charges for the additional services can be obtained from the front desk. A copy of the extra charges is also in the Resident Handbook provided to all new residents. Each year, a current copy of the extra charges is distributed to each resident. We will give you advance written notice of not less than thirty (30) days before any increase in any extra charge is implemented.

5.2. Certain Services in Resident's Apartment

Certain Assisted Living Services are available to you in your Apartment on a limited basis for an extra charge. A list of available and extra services is attached to this Agreement as Exhibit B. This list may change from time to time in our sole discretion, and a revised list will be provided to you when changes are made. We will give you 30 days' advance written notice before any increase in any extra service is implemented. Meadow Ridge reserves the right to adopt and revise, from time to time, assessment criteria for independent living skills, which the Medical Director shall consider in determining whether you require Assisted Living Services in an Assisted Living Apartment.

5.3. Garage Rental Fee

If you wish to substitute a garage for a surface parking space, depending on availability, you may elect to rent a garage pursuant to a separate one-year renewable lease and pay an additional monthly Garage Rental Fee for the garage. The Garage Rental Fee will be paid on the tenth day of each month along with all other Regular Monthly Charges owed by you.

6. ASSISTED LIVING AND THE HEALTH CENTER AT MEADOW RIDGE

You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to Assisted Living Apartments or the Health Center at Meadow Ridge. If, in the opinion of your attending physician and the Medical Director, after consultation with you, assisted living in an Assisted Living Apartment or nursing care in The Health Center at Meadow Ridge is necessitated, we will provide you with such services to the extent authorized by our license from the State of Connecticut on the following terms:

6.1. Accommodations

Assisted living accommodations will be in either a one-bedroom or studio Assisted Living Apartment depending on availability. Accommodations in The Health Center will be in a semi-private room. At your request and expense (and subject to availability), you may occupy a private room in The Health Center.

6.2. First Ninety (90) Cumulative Days of Assisted Living or Nursing Care

We will provide Assisted Living Services in an Assisted Living Apartment or nursing care in The Health Center at Meadow Ridge without additional charge for ninety (90) cumulative days for you (90 days for each Resident in a double-occupied apartment, but the allowance cannot be combined and used by only one Resident), except that each Resident will pay the cost of the extra meals not covered by the Monthly Fee at the then current charge for extra meals. The Monthly Fees for your Apartment and all other applicable Regular Monthly Charges will continue as before.

6.3. More than Ninety (90) Cumulative Days of Assisted Living or Nursing Care for Residents of a Single-Occupied Apartment

If you require Assisted Living Services or nursing care beyond the ninety (90) cumulative days provided under Section 6.2 above, your Monthly Fee will depend upon whether you choose to release your Apartment:

6.3.1 Release Apartment. If you choose to release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment will cease and you will pay for an assisted living or nursing care Monthly Fee in an amount equal to the lesser of the then current Monthly Fee for (a) your Apartment or (b) a two-bedroom type B apartment. You will continue to pay all other applicable Regular

Monthly Charges. In addition, you will pay for the cost of the two meals per day not covered by the Monthly Fee at the then current charge for extra meals.

6.3.2 Retain Apartment. If you do not release your Apartment, you will pay for an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fee for a two-bedroom, type B apartment. In addition, you will continue to pay your Monthly Fee for your Apartment and all other applicable Regular Monthly Charges. You will also pay the cost of the one meal per day not covered by the two Monthly Fees at the then current charge for extra meals.

6.4. More than Ninety (90) Cumulative Days of Assisted Living or Nursing Care For Residents of a Double-Occupied Apartment

If one of you requires Assisted Living Services or nursing care beyond the ninety (90) cumulative days provided under Section 6.2 above, there will be no additional charge for such care, except that you will pay the cost of the extra meals per day not covered by the Monthly Fees at the then current charge for extra meals. If both of you require care beyond the ninety (90) cumulative days, your Monthly Fee will depend upon whether you release your Apartment:

6.4.1 Release Apartment. If you release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment (first and second person) will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal to the lesser of the then current Monthly Fees for (a) your Apartment or (b) (first and second person) for a two-bedroom, type B apartment. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay for the cost of the four meals per day not covered by the Monthly Fees at the then current charge for extra meals.

6.4.2 Retain Apartment. If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fees (first and second person) for a two-bedroom, type B apartment. In addition, you will continue to pay your Monthly Fees (first and second person) for your Apartment and all other applicable Regular Monthly Charges. You will also pay the cost of the two meals per day not covered by the four Monthly Fees (two first person and two second person) at the then current charge for extra meals.

6.5. Outside Care

6.5.1 Assisted Living if Apartment is Not Available. If, due to unusual circumstances, there are no Assisted Living Apartments available at Meadow Ridge, you may (i) receive home health services in your Apartment at your

own cost and expense and/or (ii) place your name on the Assisted Living waiting list for an Assisted Living Apartment at Meadow Ridge and processed in accordance with Meadow Ridge's wait list policy; or (iii) relocate to, and receive care from, another assisted living facility at your own cost and expense. If you relocate, you will continue to be responsible for paying the Regular Monthly Charges outlined in this Agreement.

6.5.2 Nursing Care if a Bed is Not Available. If, due to unusual circumstances, there are no nursing care beds available in The Health Center at Meadow Ridge, you may (upon your agreement) relocate to another health facility with which we will contract to provide nursing care. You will continue to pay the Regular Monthly Charges outlined in Sections 6.2, 6.3, and 6.4 of this Agreement and other ancillary services, but will incur no additional costs as a result of this relocation. We will, upon your agreement, relocate you to The Health Center at Meadow Ridge as soon as accommodations are available.

6.5.3 Outside Care by Resident's Choice. You have the right to be independent in decisions regarding your medical care. If a bed is available in the Health Center at Meadow Ridge (or an assisted living apartment, if assisted living services are needed) is available and you choose to obtain nursing care or assisted living services from an alternate care facility, you will be responsible for making your own arrangements for such alternate accommodations. You will also be responsible for paying the alternate care facility directly for the services and supplies that you will be receiving from it. We will not be responsible for paying for any portion of your care and services. Further, you will continue to pay to us the Regular Monthly Charges applicable to your Apartment in the event you have not released your Apartment for reoccupancy by someone else.

6.5.4 Cumulative Days. Such a stay set forth in Section 6.5.2 will reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2. If you choose to stay in a health center or assisted living facility not designated by us your stay will not reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2.

6.6. Return to Apartment

If you give up occupancy of your Apartment because you have moved to The Health Center at Meadow Ridge or an Assisted Living Apartment, and if later you are able, you agree, and in the opinion of the Medical Director, or your attending physician with the concurrence of the Medical Director, to return to an apartment,

we will provide you an apartment of the same type as your former Apartment as soon as one becomes available. You will be permitted to remain in The Health Center at Meadow Ridge or your Assisted Living Apartment, as applicable, until such apartment becomes available.

6.7. Special Services

We will also provide special services and supplies in The Health Center at Meadow Ridge or in an Assisted Living Apartment such as: therapy, drugs and other pharmaceutical and medical supplies, medical treatment by physicians, personal laundry, and rental of equipment. These services and supplies are not included in the Monthly Fee and will be available for an extra charge.

6.8. Medical Director

We will designate, from time to time, a member in good standing with privileges at Norwalk Hospital or Danbury Hospital as Medical Director of The Health Center. You will be at liberty to engage the services of the Medical Director at your own expense. We will not be responsible for the cost of medical treatment by the Medical Director, nor will we be responsible for the cost of medicine, drugs, prescribed therapy, and the like. In the event we incur or advance costs for your medical treatment or for medicine, drugs, prescribed therapy and the like (even though such medical care is given at the direction of your attending physician or the Medical Director without prior approval), you will reimburse us for such costs along with any associated costs of collection.

6.9. Transfer from Assisted Living to Nursing Care

If you (or one or both of you, if there are two of you) are living in an Assisted Living Apartment and later require nursing care, then any reference to a release of an Apartment shall be deemed to refer to a release of any Assisted Living Apartment in addition to any other Apartment occupied by you.

6.10. Non-Resident Use of Assisted Living Apartments and The Health Center

We offer assisted living and nursing services to qualified non-life care residents for a fee to the extent accommodations are available. Residents will, however, be given priority to available Assisted Living Apartments and nursing beds at The Health Center at Meadow Ridge.

6.11. Supplemental Insurance

You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. If you are under the age of sixty-five (65) and do not otherwise qualify for Medicare coverage, you will obtain medical insurance coverage equivalent to the Medicare Part A and B and supplemental health insurance as described in this Section 6.11, satisfactory to us, and you will provide proof of such coverage upon request.

6.11.1 Financial Responsibility. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in The Health Center. If you are eligible to receive the ninety (90) days of care in The Health Center at Meadow Ridge as provided in Section 6.2 and your stay in The Health Center at Meadow Ridge is a Medicare-qualified stay, such ninety (90) days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage. If failure to maintain Medicare Part A, Medicare Part B or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as provided in Section 9.2.3 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Residency Agreement as provided in this Agreement.

6.12. Admission Agreements

If you require Assisted Living Services or nursing care, you agree to enter into a separate Admission Agreement to be signed by you and us, the form which will be available for your review.

7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT

You may live in your Apartment for as long as you (or either of you) live unless you (or both of you) are not capable of maintaining yourself in independent

living in the Apartment, or this Agreement is terminated by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care or Assisted Living Services be given, you will be asked to relocate to The Health Center at Meadow Ridge or an Assisted Living Apartment at Meadow Ridge. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization, we will assist in the coordination of your transfer to an appropriate hospital. Community staff will not accompany you to the hospital nor will we be responsible for the charges associated with your transfer.

8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY

After you have moved into The Community, you may cancel this Agreement at any time by giving us one hundred twenty (120) days written notice signed by you (or both of you if there is double occupancy) and sent by registered or certified mail. The one hundred twenty (120) days will begin on the date such notice is received by the Community. If you give such notice, you will pay all applicable Regular Monthly Charges until the later of (a) the expiration of such one hundred twenty (120) day period or (b) the actual release of your Apartment and the removal of the contents of your Apartment. In such event, we will retain the total of your Entrance Fee, and your Loan will be repaid in accordance with the terms of the Loan Agreement.

9. OUR TERMINATION RIGHTS

9.1. Just Cause

We will not terminate this Agreement except for just cause. Just cause includes, but is not limited to, the following:

9.1.1 Failure to make the Admission Payments or, except as set forth below, pay any Regular Monthly Charges as provided herein;

9.1.2 Creation by you (or either of you if there are two of you) of a disturbance within The Community which in our judgment is detrimental to the health, safety, comfort, or peaceful living of others;

9.1.3 You (or either of you if there are two of you) become infected with a dangerous and contagious disease or become mentally or emotionally

disturbed, and the Medical Director determines that such condition is detrimental to the health, safety, or welfare of others, and such condition cannot be cared for in an Assisted Living Apartment or in The Health Center at Meadow Ridge within the limits of our license from the State of Connecticut;

9.1.4 You (or either of you if there are two of you) refuse medical treatment which in the opinion of your attending physician or the Medical Director is medically required for your health and such refusal will affect the health and safety of others;

9.1.5 You (or either of you if there are two of you) do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations and policies now existing or later created or amended by us; or

9.1.6 Your material misrepresentation or omission of information in the materials provided by you in the residency process, including without limitation, the representations and information provided pursuant to Section 15 of this Agreement, which, if such information had been accurate, would have been material to our decision whether or not to accept you for residency.

Notwithstanding the above, if there are two of you and a termination event under Section 9.1.2, 9.1.3, 9.1.4 or 9.1.5 occurs that involves only one of you, this Agreement shall continue with respect to whichever of you is not the subject of such termination event and such remaining person shall continue to occupy the Apartment, pay the Monthly Fee (first person only) and all other applicable Regular Monthly Charges.

9.2. Limitations on Termination Rights for Financial Inability

If after you have paid the Entrance Fee, Second Person Entrance Fee, if applicable, and made the Loan, you encounter financial difficulties making it impossible for you to pay the full Regular Monthly Charges; then:

9.2.1 You may remain until any applicable **Title XVIII** Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned;

9.2.2 You shall in any case be permitted to remain at The Community for ninety (90) days after the date of failure to pay, during which time you shall continue to pay reduced Regular Monthly Charges based on your current income; and

9.2.3 Because it is and shall continue to be our declared policy to not terminate your residency solely by reason of your financial inability to pay the full Regular Monthly Charges, you shall be permitted to remain at The Community at reduced Regular Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. In such circumstances, we reserve the right to relocate you to a smaller apartment. This Section 9.2.3 shall be rendered inoperative if you have impaired your ability to meet your financial obligations or made any misrepresentations with respect to your financial ability. Any such deferred charges shall be offset against repayment of your Loan as provided in Section 2.4.

9.3. Notice of Termination

Prior to any termination of the Agreement by us, we will give you notice in writing of the reasons and you will have thirty (30) days thereafter within which the problem may be corrected. If the problem is corrected within such time, this Agreement shall not be then terminated. If the problem is not corrected within such time, this Agreement will be terminated and you must leave The Community.

9.4. Emergency Termination

Notwithstanding the above, if the Medical Director determines that either the giving of notice or the lapse of time as provided above might be detrimental to you or others, then such notice and/or waiting period prior to termination and relocation to a hospital or other appropriate facility shall not be required and termination of this Agreement shall be deemed to have occurred when you are relocated. In such event, we are expressly authorized to transfer you to a hospital or other appropriate facility and will promptly notify your representative or your attending physician.

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT

10.1. Use of Apartment

The Apartment is for living only, but may be used for carrying on any business or profession; provided, however, that you comply with all applicable zoning restrictions and any other applicable municipal, state, or federal law and provided that you do not cause a disturbance of others in The Community.

10.2. Occupancy of Apartment

Except as hereinafter provided, no person other than you (or both of you) may occupy the Apartment except with our express written approval. In the event that a second person who is not a party to this Agreement is accepted for residency under this Agreement at a time subsequent to the date hereof (said acceptance to be in accordance with financial and other admission policies governing all other admissions), you shall pay an Entrance Fee and, if applicable, a Second Person Entrance Fee, as determined by us, and each month thereafter the then current applicable Regular Monthly Charges for second persons shall be paid. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Apartment for more than thirty (30) days (except with our express written approval) and you may cancel this Agreement as provided in Section 8. Meadow Ridge reserves the right to adopt and revise, from time to time, its admission guidelines.

10.3. Compliance Changes

We may effect changes in The Community at any time to meet the requirements of the law. You agree to temporarily relocate to other facilities provided by us without additional cost to you if it becomes necessary to vacate your Apartment in order to make such changes.

10.4. Furnishings

Furnishings within the Apartment will not be provided by us except to the extent provided in consideration for the Monthly Fee. Furnishings provided by you shall not be such as to interfere with the health, safety, and general welfare of other residents or the staff of The Community. If removal of your furniture and other property is not accomplished within thirty (30) days after your death (or the death of the resident survivor) or termination of this Agreement, then we may remove and store such furniture and other property at the expense of you or your estate. We may dispose of such furniture or other property that is not claimed within ninety (90) days after your death (or the death of the resident survivor) or termination of this Agreement, provided that we will remit to you or your estate any balance after deducting costs of disposition.

10.5. Alterations by You

You may not undertake any alterations to your Apartment without our prior written approval which shall not be unreasonably withheld.

10.6. Additional Charges

The Community shall charge you for a refurbishment fee to refurbish your Apartment after the termination of this Agreement and shall deduct the same from any amount of the Loan to be repaid pursuant to the Loan Agreement.

11. AMENDMENTS

11.1. This Agreement

This Agreement may be amended by agreement of the parties to this Agreement.

11.2. Laws and Regulations

This Agreement may be modified by us at any time in order to comply with laws and regulations upon thirty (30) days' notice to you.

12. MISCELLANEOUS LEGAL PROVISIONS

12.1. Governing Law

This Agreement will be governed by and interpreted according to the laws of the State of Connecticut and will become effective upon acceptance and execution by us. The Glossary which sets forth the definitions of certain terms used in this Agreement is by this reference incorporated herein and made a part of this Agreement.

12.2. Consent to Forum

Regardless of any present or future domicile of Resident, Resident hereby consents and agrees that the Connecticut Superior Court for the Judicial District of Danbury, or, at our option, the United States District Court for the District of Connecticut, shall have exclusive jurisdiction to hear and determine any claims or disputes between Resident and Meadow Ridge pertaining to this Residency Agreement or to any matter arising out of or related to this Residency Agreement. Resident expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Resident hereby waives any objection which Resident may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Nothing in this Residency Agreement shall preclude the enforcement by Meadow Ridge of any judgment or

order obtained in such forum or the taking of any action under this Residency Agreement to enforce same in any other appropriate forum or jurisdiction.

12.3. Separability

The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

12.4. Capacity

This Agreement has been executed on our behalf by our duly authorized agent, and no partner, officer, director, member, agent or employee of Meadow Ridge shall have any personal liability hereunder to Resident under any circumstances.

12.5. Residents

When Resident consists of more than one person, the rights and obligations of each are joint and several, except as the context otherwise requires.

12.6. Resident Rights

As a resident of The Community, you have certain rights under the Connecticut continuing care law (Conn. Gen. Stat. §17b-520 *et. seq.*), a copy of which is available upon request. You also have certain rights as a resident of The Community because it is a Managed Residential Community. A copy of the Managed Residential Community Residents' Bill of Rights is attached hereto as Exhibit C.

12.7. Nature of Rights

You understand and agree that (a) this Agreement or your rights (including the use of the Apartment) under it may not be assigned and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to reimbursement of the amounts as described in Section 2; (b) this Agreement and your contractual right to occupy the Apartment shall exist and continue to exist during your lifetime unless canceled by you or terminated by us as provided herein; (c) this Agreement grants you a revocable license to occupy and use space in The Community but does not give you exclusive possession of the Apartment as against us and you shall not be entitled to any rights of specific performance but shall be limited to such remedies as set forth herein; (d) this Agreement is not a lease or easement and does not transfer or grant you any interest

in real property owned by us; and (e) this Agreement grants to us complete decision making authority regarding the management and operation of The Community.

12.8. Release

We are not responsible for loss of or damage to your personal property. You may want to obtain, at your own expense, insurance to protect against such losses.

12.9. Indemnity

We shall not be liable for, and you agree to indemnify, defend and hold us harmless from claims, damages, settlements, and expenses, including attorney's fees and court costs resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission.

12.10. Entire Agreement

This Agreement and any Addenda or Exhibits contain our entire understanding with respect to your residency.

12.11. Tax Considerations

Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax consequences associated with this Agreement and the Loan Agreement.

12.12. Subordination

Except for your right of cancellation prior to occupancy and your rights under the Trustee Mortgage securing the Loan, you agree that all your rights under this Agreement will always be subordinate and junior to the lien of all indentures of trust, mortgages or other documents creating liens encumbering The Community or any of the assets of Meadow Ridge, which have been or will be executed by us. Upon request, you agree to sign, acknowledge, and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. You will not be liable for any such indebtedness.

12.13. Transfers

We may from time to time issue additional equity interests, or sell The Community, provided that in such latter event the buyer shall agree to assume all existing residency agreements. In addition, we may sell or otherwise transfer the

land or other portions of The Community and lease back such land or other portions. Your signature hereto constitutes your consent and approval to any such future transfer.

12.14. Law Changes

If changes are made in any of the statutes or regulations applicable to this Agreement prior to your occupancy of the Apartment, we shall have the right to terminate this Agreement or submit to you a revised Agreement based on the changes in the law, and you agree to accept any such revisions which do not adversely affect you.

12.15. Residents' Association

Residents shall have the right to organize and operate a residents' association at The Community and to meet privately to conduct business of the residents' association.

12.16. Rights of Third Parties

Only parties who have executed this Residency Agreement will have any rights hereunder. Neither this Residency Agreement nor the disclosure statement creates any rights for parties other than those who have executed this Residency Agreement.

12.17. Estate Planning

This Agreement provides for the payment of the Admission Payments in two parts – the Entrance Fee and the Loan. The Entrance Fee Deposit is required to be paid by you upon execution of this Agreement and the balance of your Entrance Fee and the Second Person Entrance Fee, if applicable, is due and payable on the same day your Loan is due pursuant to Section 1.3. The Loan is repayable to your estate in the event of your death, or in the case of a double-occupied Apartment, the death of the surviving Resident, in accordance with the terms of the Loan Agreement. If you do not wish to have the Loan repayment made to your estate, you may choose to assign your right to repayment of the Loan to a trust or other person designated by you pursuant to a form of Assignment of Rights to Repayment approved by Meadow Ridge. In the absence of any agreement between the Residents of a double-occupied Apartment which has been provided to Meadow Ridge prior to the repayment of the Loan, then the Loan will be repayable to the estate of the last surviving Resident. No other rights under this Agreement are assignable.

12.18. Private Employees of Residents

If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency or assisted living services agency. Further, you must comply with our policy regarding personal service providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth therein. If you fail to follow or enforce the policies and rules of conduct, then we may elect at our sole option to terminate this Agreement, in accordance with Section 9.1.5.

You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement.

12.19. Compliance with Laws and Regulations

Meadow Ridge will comply with all applicable municipal, state, and federal laws and regulations, including consumer protection and protection from financial exploitation.

12.20. Complaint Resolution Process

We have established a complaint resolution process for residents and families, which is attached hereto as Exhibit D. Residents may use the complaint resolution process without fear of reprisal of any kind.

13. RESERVE POLICY

It will be our policy to maintain reserve funds as required by Chapter 319hh of the Connecticut General Statutes (Sec. 17b-520 et seq.) and the Connecticut Department of Social Services ("DSS").

14. RESIDENT REPRESENTATIONS

By executing this Agreement you represent and warrant that you are capable of independent living (in accordance with Meadow Ridge's current assessment criteria for living skills which are attached to the disclosure statement as Exhibit I and hereby incorporated by reference) and free of communicable disease and have

assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy, and that all written representations made with respect to such matters by you or on your behalf to us are true. The foregoing representations shall be deemed made as of the date of your execution of this Agreement and as of your date of occupancy of your Apartment.

15. RESIDENT HANDBOOK

The Community has established certain rules, policies and guidelines in order to promote the health, safety and welfare of its residents. A copy of the Resident Handbook containing these rules, policies, and guidelines will be provided to each resident upon admission to The Community. The Resident Handbook also contains a list of extra charges for additional services available to the residents of The Community. The Community will provide you with written notice of not less than thirty (30) days before any increase in any extra charge is implemented. The Community may revise the Resident Handbook from time to time and any revisions will be provided to the residents. Upon receipt of the Resident Handbook, you agree to sign an Acknowledgment form, a copy of which is attached hereto as Exhibit E. Your signed Acknowledgment will be placed in your resident file.

16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

You hereby certify that you received a copy of this Agreement and a copy of our latest disclosure statement on or before the date hereof, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to signing this Agreement.

17. PERSONAL REPRESENTATIVE

You agree to execute and deliver to us, at or before assuming residency in your Apartment, a durable power of attorney, trust documents, or other documentation naming a personal representative for personal and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability, in form acceptable to us. You shall keep such instrument in effect as long as this Agreement is in effect. The person named as your representative shall not be a person employed by The Community or any other entity engaged in the management of The Community.

18. ACKNOWLEDGEMENT

Under the requirements of applicable law, we are obligated to remind you that:

(1) this Agreement, which is a continuing care contract, is a financial investment and your investment may be at risk;

(2) our ability to meet our contractual obligations under this Agreement depends on our financial performance;

(3) you have been advised to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities before you signed this Agreement; and

(4) DSS does not guarantee the security of your investment.

In addition, by executing this Agreement, you are acknowledging that this Agreement has been carefully reviewed by you or your legal representative.

Executed at _____, Connecticut this _____ day of _____, 20____.

RESIDENT:

**REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____
An Authorized Representative

Resident or Resident's Representative

Witness

Witness

Traditional Plan Residency Agreement (2018-07-19)



EXHIBIT A
LOAN AGREEMENT

Pursuant to your Residency Agreement, you agree to loan \$_____ to Redding Life Care, LLC doing business as Meadow Ridge (hereafter referred to as "Meadow Ridge" or "The Community") and Meadow Ridge agrees to repay such amount upon the terms and conditions hereinafter set forth.

1. Payment of Loan Proceeds.

The Loan shall be made to Meadow Ridge on the date you occupy your Apartment in The Community or as provided in Section 1.3 of the Residency Agreement. The outstanding amount of your Loan shall be automatically reduced by two and one-half percent (2.5%) per month. After forty (40) months, the Loan shall be reduced to zero and, thereafter, no amount shall be outstanding under the Loan.

2. Interest.

Pursuant to the current below market interest provisions of Section 7872 of the Internal Revenue Code of 1986, as amended, no interest shall accrue or be paid on your Loan.

3. Security.

Your Loan, and all other loans to Meadow Ridge made by The Community residents (up to an aggregate of \$200,000,000, as may be increased from time to time), shall be secured by a mortgage on the real estate known as The Community which is owned by Meadow Ridge. The mortgage will be subject and subordinate to certain permitted encumbrances. A copy of the Mortgage and the Indenture of Trust is available to you upon request.

4. Repayment.

Your Loan shall become due and payable as follows:

(i) if your Residency Agreement is canceled or terminated whether by you or us (other than a cancellation or termination following an event described in subparagraphs (ii) through (iv) below), then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the new resident has paid the

applicable admission payment in full, or (B) thirty-six (36) months from the Cancellation Date (as used herein, "Cancellation Date" shall mean the date the later of (x) the expiration of the one hundred twenty (120) day period set forth in Section 8 of the Residency Agreement if you cancel the Residency Agreement in accordance with Section 8 or (y) the actual release of your Apartment and the removal of the contents of your Apartment).

(ii) if you die or the survivor if there are two of you dies and at the time of such death your Apartment had not been released in connection with an admission to The Health Center at Meadow Ridge or an Assisted Living Apartment, then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of the actual release of your Apartment and the removal of the contents of your Apartment;

(iii) if you die or the survivor if there are two of you dies while residing in The Health Center at Meadow Ridge or an Assisted Living Apartment and at the time of such death your Apartment had been released in connection with your (or such survivor's) admission to The Health Center at Meadow Ridge or an Assisted Living Apartment and your Apartment has been occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full prior to your death (or the death of the survivor if there are two of you), then your Loan shall become due and payable six (6) months after the date of such death, otherwise on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of such death;

(iv) if you are residing or the survivor if there are two of you is residing in The Health Center at Meadow Ridge or an Assisted Living Apartment and you (or such survivor) decide to voluntarily relocate out of The Community and terminate your Residency Agreement and at the time of such move your Apartment previously had been released in connection with your (or such survivor's) admission to The Health Center at Meadow Ridge or an Assisted Living Apartment and your Apartment has been occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full prior to such relocation, then your Loan shall become due and payable six (6) months after the date that you actually move out of The Health Center at Meadow Ridge or the Assisted Living Apartment, as the case may be, otherwise on the earlier of (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the

new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of your move out of the Health Center or the Assisted Living Apartment, as the case may be; and

(v) if your Residency Agreement has not been canceled or terminated in accordance with the provisions of the Residency Agreement, then your Loan shall become due and payable thirty (30) years from the date hereof.

The amount of the loan proceeds repaid may be reduced by (1) any unpaid Regular Monthly Charges owed by you, (2) any unreimbursed health care expenses that we have advanced on your behalf, (3) any charges deferred due to your financial inability to pay as provided in Section 9.2.3 of the Residency Agreement, (4) any charges due under Section 10.6 of the Residency Agreement and (5) any other sums owed by you.

5. Successors and Assigns.

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Executed at _____, Connecticut this ____ day of _____, 20__.

RESIDENT:

**REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____

Resident or Resident's Representative

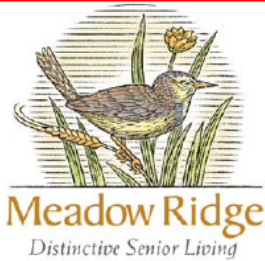
Witness



Witness

EXHIBIT B

Please Initial Receipt of Ancillary Charges _____



ANCILLARY CHARGES JANUARY 1, 2017 TO DECEMBER 31, 2018

SERVICE	CHARGE
GUEST SERVICES	
King Room	\$ 148.00* per night - King size bed \$ 25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$ 175.00* per night - 2 Double beds \$ 275.00* per night - sleeps 6 \$ 317.00* per night - sleeps 8-10 \$ 40.00 cancellation fee if less than 24 hours' notice
Late Check-Out Fee (until 3:00 p.m.)	\$40.00
Cot Rental	\$ 10.00 per cot/ per night * Includes 15% CT Room Tax
MEALS	
Guest Meals	\$ 18.00 when using meal credit \$ 26.50 without using meal credit
Children's Meals (10 years and under)	\$ 12.00 per meal
Sunday Brunch	\$ 23.50 when using meal credit \$ 32.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Mother's Day, Father's Day, Thanksgiving & Christmas	\$ 38.00 meal credits may not be used
Memorial Day, July 4 th , Labor Day	\$ 27.00 meal credits may not be used
Meal Delivery Charges	\$5.00
Resident Meal (Additional)	\$18.00
Absence Meal Credit	\$6.65
Catering Charges	\$ Market Rate
SECURITY	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$ 13.00 per key
Replacement Mailbox Key	\$ 5.00 per key
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$13.00
Additional Personal Help Button (PHB)	\$120.00

ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018

SERVICE	CHARGE
RIDGE CREST, HEALTH CENTER	
Private Room Differential	\$125.00 per day
Life Care Additional Meals	\$ 36.00 per day (Health Center & Assisted Living)

Other specialized equipment as medically necessary will be charged per current vendor pricing.
Please see Health Center Ancillary Charge document for details.

HOUSEKEEPING & MAINTENANCE SERVICES	
Additional Housekeeping Services	\$ 28.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Biohazard Fee (Biological clean up)	\$50.00
Additional maintenance services (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 40.00 per hour (plus supplies where applicable)
Box Spring & Mattress Removal	Per Moving Company Rates
Stuffed Chair or Dresser Removal	Per Moving Company Rates
Couch/love Seat Removal	Per Moving Company Rates
Mixed trash Removal	\$65.00
Installation of new lock and key	(per maintenance)

For additional housekeeping services including Fluff & Fold contact 504.

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
TRANSPORTATION	
Personal Transportation (Between 8:00 am & 4:30 pm. Additional fees may apply.)	
Personal trips on the weekend: 2 hour minimum applies	
– By car	\$ 32.00* per hour (plus .58 cents per mile**)
– By W/C Van or Bus	\$ 35.00* per hour (plus .58 cents per mile**)
Activity Bus Transportation	<i>(determined by Community Life Services Dir.)</i>
Coach Bus	<i>(determined by Community Life Services Dir.) Based on Trip Destination</i>
Event Bus Reservations	\$ 145.00 first 2 hours; \$31.00/hr thereafter
After-hour Branchville Rail Station Pick up	\$ 60.00 one way
* Holiday rate is \$45.00 per hour	
** The per mile fee fluctuates with current IRS guidelines	
<i>We are pleased to provide complimentary transportation to medical appoints as outlined in the Transportation Policy with a 48-hour advance notification. As a courtesy to other residents, residents are asked to provide a 24-hour advance notification for canceled appointments and to schedule their appointments in accordance with the North-South schedule to avoid a \$20.00 fee. Transportation outside the scheduled radius is also available. Kindly call 203-544-1222 to speak with the Transportation Department.</i>	
OFFICE SERVICES	
Copier/Printing	\$.15 per page (black and white)
Color Printouts	\$.50 per page
Fax (incoming and outgoing)	\$.50 per page (cover page no charge)
Business Envelope	\$.50 each
Large Envelope – 8.5" x 11"	\$ 1.00 each
IT Services (Computer hardware/software installation, repair or software training)	\$ 35.00 for 1 st half hour (with appointment) \$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type \$ 14.00 Magnet Type
Replacement Name Badge Magnet or Pin	\$3.00
Notary Services, appointment required	\$5.00
Laminating	\$ 2.00 per page
Shredding Services	\$ 1.30 per pound
Typing Services	\$ 32.00 per hour (\$16.00 per half hour)

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
Postage	\$ <i>as metered</i>
Garage Rental	\$ 170.00 per month
Resident Payment Late Fee	\$ <i>as per stated in contract</i>
Personal Assistant Services such as accompanying residents to medical appointments and pickups, shopping trips and other transports, dog walking, cat and dog sitting, bill paying, and other special services as needed.	\$ 28.00 per hour

A LA CARTE ASSISTANCE IN LIVING SERVICES (through Resident Health Services Office)

A One-Time Admission Fee to Initiate Assistance in Living Services	\$150.00
Nursing Visit	\$ 75.00 per hour billed in 30 minute increments
Certified Nursing Assistant (CNA) assistance	\$ 30.00 per hour billed in 30 minute increments
Escorted Wheelchair Roundtrip inside Facility	\$ 20.00 per trip
Safety check	\$ 15.00 per check
Registered Dietician Assessment and Consultation	\$ 75.00 per hour
Wheelchair Rental	\$ 20.00 per day

ASSISTANCE IN LIVING PACKAGES OFFERED (through Resident Health Services Office)

MEDICATION ASSISTANCE PACKAGES:

1. Weekly Pre-pour	\$ 300.00 per month
2. Pre-pour + 1 Daily medicine cue	\$ 650.00 per month
3. Pre-pour + 2 Daily medicine cues	\$ 1000.00 per month
4. Pre-pour + 3 daily medicine cues	\$ 1350.00 per month
1. Daily medication administration 1x daily	\$ 600.00 per month
2. Daily medication administration 2x daily	\$ 1200.00 per month
3. Daily medication administration 3x daily	\$ 1800.00 per month
4. Vitamin B-12 Injections	\$ 20.00 per injection
5. Blood Glucose testing 1x daily	\$ 500.00 per month
6. Blood Glucose testing 3x week	\$ 250.00 per month
7. Blood Glucose testing 1x week	\$ 100.00 per month

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
PERSONAL CARE PACKAGES:	
1. 15 minutes CNA assistance daily	\$350.00 per month
2. 15 minutes CNA assistance 2x daily	\$675.00 per month
3. 30 minutes CNA assistance daily	\$675.00 per month
4. 30 minutes CNA assistance 2x daily	\$1350.00 per month
5. 60 minutes CNA assistance daily	\$1350.00 per month
6. 60 minutes CNA assistance 3x week	\$600.00 per month
7. Roundtrip escort via wheelchair 1x daily	\$600.00 per month
SAFETY CHECK PACKAGES:	
1. Safety check 1x night	\$350.00 per month
2. Safety check 2x night	\$675.00 per month
3. Safety check 3x night	\$1000.00 per month

EXHIBIT C
MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS

You have the right to:

- Live in a clean, safe and habitable private residential unit;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your private residential unit, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your apartment so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your private apartment, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policies, procedures and services to our Social Services Director, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the name of the Resident Health Services Director or any other persons responsible for resident care or the coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;
- Have all reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;

- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility or educational institution to the extent that such relationship relates to resident medical care or treatment and to receive an explanation about the relationship;
- Receive a copy of any rules or regulations of the Community;
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community; and
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 et seq. and any other applicable laws. If you rent your apartment, all rights and privileges afforded to tenants under title 47a of the Connecticut General Statutes (Connecticut's landlord tenant laws).

We hope that any complaints or concerns that you have can be resolved by our staff. However, you also have the right to contact the following state agencies regarding complaints or concerns:

Department of Public Health
Facility Licensing Investigations Section
410 Capitol Ave., P.O. Box 340308
MS# 12 HSR
Hartford, CT 06134-0308
Phone: (860) 509-7400

Information/General: Loan Nguyen
Supervising Nurse Consultant (860) 509-7400

Complaints: Donna Ortelle, R.N.
Public Health Services Manager (860) 509-7400

Nancy Shaffer, State Long Term Care Ombudsman
Office of the Long Term Care Ombudsman
55 Farmington Avenue
Hartford, CT 06105-3730
(866) 388-1888 or (860) 424-5200

Dan Lerman, Regional Ombudsman
Long-Term Care Ombudsman Program
249 Thomaston Avenue
Waterbury, CT 06702
(203) 597-4181
1-866-388-1888

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients' Bill of Rights.

Please sign below to acknowledge that we have provided you with a copy of the Managed Residential Community Residents' Bill of Rights and explained them to you.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT D

RESIDENT COMPLAINT RESOLUTION

It is the goal of The Community to take all problems and complaints seriously and to solve each one in a timely and caring fashion. Residents and family members are free to communicate grievances to the staff of The Community and to outside representatives of their choice, without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to.

A resident or his/her family member may pursue the resolution of a problem in any of the following ways:

- All emergency service problems can be resolved by calling the Reception Desk at The Community at (203) 544-1000. The Receptionist will contact the appropriate personnel to resolve the problem. Even after normal business hours, please contact the Reception Desk. Your call will automatically transfer to the Health Center if the Receptionist is not on duty.
- By contacting:
 - ✓ The Department Director by calling, writing a letter, and/or scheduling an appointment.
 - ✓ The Executive Director or Administrator by calling, writing a letter, and/or scheduling an appointment.
 - ✓ The Chairperson of the specific Meadow Ridge Committee.
 - ✓ A Residents Association Board Representative.
 - ✓ The Chairperson of the Residents Association Board.
- You may voice your concern or complaint at a monthly Resident Update Meeting.
- If your issues are not resolved by using the above channels, you may write a letter to Director of Operations Management; Life Care Services LLC; 064751602 King Richard Circle; St. Charles, IL 60174. A copy of the letter should be provided to Ownership.
- As a final option, the resident may appeal to Ownership when the previous means have not resulted in a satisfactory outcome.

The Community has also publicized and posted information pertaining to all governmental regulatory resources available for use by residents in handling complaints. This information is included in the Managed Residential Community Bill of Rights, a copy of which is attached as Exhibit C to the Residency Agreement.

Dated: July 2018

EXHIBIT E
**ACKNOWLEDGEMENT OF RECEIPT OF
RESIDENT HANDBOOK**

I, the undersigned, acknowledge receipt of the Meadow Ridge Resident Handbook dated _____, 20____, which contains certain rules, policies, and guidelines in order to promote the health, safety and welfare of the residents of The Community.

The Resident Handbook also contains a list of extra charges as referenced in the Residency Agreement.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

Meadow Ridge

100 Redding Road
Redding, CT 06896
203-544-1000
www.MeadowRidge.com

EXHIBIT D (3)

**MEADOW RIDGE RETURN OF CAPITAL^(TM)
RESIDENCY AGREEMENT
(FEE-FOR-SERVICE)**



100 Redding Road

Redding, Connecticut 06896

(203) 544-1000

RESIDENCY AGREEMENT
(Fee For Service)

Version: July 2018

GLOSSARY

The following terms are described as used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

"Admission Payments" means the Entrance Fee (and Second Person Entrance Fee, if applicable) paid by the Resident to Meadow Ridge, together with the Loan made by the Resident to Meadow Ridge, pursuant to this Agreement.

"Agreement" or "Residency Agreement" means this Residency Agreement.

"Apartment" means the apartment at The Community in which you are entitled to live pursuant to the Agreement as identified in Section 1 of the Agreement and including any Assisted Living Apartment (as defined herein) to which you may relocate.

"Assisted Living Apartments" mean those Apartments which have been identified by The Community as providing Assisted Living Services.

"Assisted Living Fee" means fees charged for Assisted Living Services as established by us from time to time and payable by a resident residing in the Assisted Living Apartments.

"Assisted Living Services" means those services provided by The Community designed to assist residents with the activities of daily living and which are in addition to the services furnished to other apartments as specified in Section 4 hereof.

"Capital Improvements Fee" means that one-time, non-refundable fee which may be used by us for The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements and/or capital reserves as described in Section 1.4 of the Agreement.

"The Community" means the facility known as Meadow Ridge, which is the subject of the Agreement, including the Apartments, the Assisted Living Apartments, The Health Center, and all common areas.

"Entrance Fee" or "Second Person Entrance Fee" means that fee, including the Entrance Fee Deposit, as established by us from time to time and payable by a

prospective resident to us for acceptance into The Community as described in Section 1 of the Agreement.

"Entrance Fee Deposit" means the initial deposit payable hereunder as described in Section 1.2 of the Agreement.

"Garage Rental Fee" means that monthly rental fee established by us from time to time and payable pursuant to a separate lease between a resident and us for the use of a garage at The Community as described in Section 5.3 of the Agreement.

"Health Care Charges" means our private pay rates then in effect for Assisted Living Services or nursing care, charges for physician services and any other additional health services received by you in The Community.

"The Health Center at Meadow Ridge" or "The Health Center" means the health center forming a part of The Community which is intended to provide semi-private or private nursing accommodations for the nursing care as stated in the Agreement.

"Loan" means the loan made to Meadow Ridge by you pursuant to this Agreement and pursuant to the Loan Agreement attached hereto as Exhibit A. Your rights to repayment of the Loan may be held by your heirs or others if we consent to such an assignment, and our consent will not be unreasonably withheld.

"Managed Residential Community" means a community registered with the Connecticut Department of Public Health in order to offer certain Assisted Living Services provided by a licensed assisted living services agency to residents in their apartments. The Community is registered as a Managed Residential Community.

"Meadow Ridge" or "we" or "us" or "our" means Redding Life Care, LLC (d/b/a Meadow Ridge), a Connecticut limited liability company and the owner of The Community.

"Medical Director" means the physician designated as the medical director of The Health Center in accordance with Section 6.7 of the Agreement.

"Monthly Fee" means that monthly fee (including the second person monthly fee if there are two of you) payable in consideration for services and features as set forth under Section 4 of the Agreement.

"occupancy" (including the term occupy and all tenses thereof) means the date upon which you close on your apartment (i.e., your Admission Payments have been made in accordance with the terms of your Agreement).

"Resident" or "you" means the resident or residents who is (are) signatory to the Agreement. Sometimes a second Resident (if there are two of you) is referred to in the Agreement as the "second person."

"Resident Handbook" means the document referenced in Section 16 of the Agreement, which will be given to the Resident(s) upon occupancy at The Community.

"Regular Monthly Charges" means all those Regular Monthly Charges payable by you pursuant to the terms of the Agreement, including the fees charged under Section 3.3, the Monthly Fees, the Assisted Living Fees, the Garage Rental Fees, the fees for optional services, the Health Care Charges, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular circumstances.

"Trustee Mortgage" means the mortgage, as amended from time to time, on the real estate owned by Meadow Ridge and comprising The Community which secures your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000, as such amount may be increased from time to time.

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Meadow Ridge

RESIDENCY AGREEMENT
(Fee-For-Service)

1. ENTRANCE FEE AND LOAN

1.1. Admission Payments

To assure you _____ a place at Meadow Ridge in Redding, Connecticut in accordance with all terms of this Agreement, including payment of the Regular Monthly Charges described below, you will pay to Meadow Ridge, an Entrance Fee, make a Loan to Meadow Ridge and, if applicable, pay a Second Person Entrance Fee for a total of \$ _____.

- (i) \$ _____ of this amount represents the Entrance Fee;
- (ii) \$ _____ of this amount represents the Second Person Entrance Fee (if applicable); and
- (iii) \$ _____ of this amount represents the Loan.

Your Entrance Fee, Loan and Second Person Entrance Fee, if applicable, together constitute your Admission Payments. Payment of your Admission Payments entitles you to live in apartment no. _____ at The Community for as long as you are capable of independent living in accordance with The Community's admission policy, as amended from time to time. As a Resident, you are offered lifetime use of your Apartment and priority access over nonresidents to Assisted Living Apartments and The Health Center, all in accordance with the terms of this Agreement.

1.2. Entrance Fee

Ten percent of your Admission Payments (minus the Second Person Entrance Fee, if applicable) (\$ _____) is paid herewith and will be held in escrow pursuant to Connecticut law (the "Entrance Fee Deposit"). In no event shall you be required to move into the Community before the expiration of thirty (30) days from your execution of this Agreement. The balance of your Entrance Fee (\$ _____) and the Second Person Entrance Fee (\$ _____), if applicable, will be due and payable on the same day that your Loan is due pursuant to Section 1.3 below.

1.3. Loan

Your Loan of \$ _____ will be paid (by wire, bank or certified check) to Meadow Ridge the earlier of _____ or the date you move into The Community. Your Loan will be evidenced by a Loan Agreement, a copy of which is attached as Exhibit A. Your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000 (which amount may be increased from time to time), is secured by the Trustee Mortgage. The Trustee Mortgage is subordinate to certain "permitted encumbrances" as defined in the Trustee Mortgage and the Indenture of Trust. A copy of the Trustee Mortgage and the Indenture of Trust is available for your review upon your request. The Loan may not be mortgaged, sold, discounted, assigned, or otherwise transferred, subject to our prior written approval, which approval shall not unreasonably be withheld.

1.4. Capital Improvements Fee

In addition to your Admission Payments described above, a one-time Capital Improvements Fee of \$ _____ will be paid (by wire, a separate bank or certified check) to Meadow Ridge on the same day as your Loan is due pursuant to Section 1.3 above. This charge may be used by us for The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements and/or capital reserves. No portion of the Capital Improvements Fee is refundable.

2. REIMBURSEMENT OF ADMISSION PAYMENTS

2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy

2.1.1 If you are not accepted for residency, as evidenced by Meadow Ridge's authorized signature of this Residency Agreement, the full amount of the Entrance Fee Deposit you have paid will be promptly refunded to you without interest.

2.1.2 If you change your mind and give us written notice of cancellation by registered or certified mail within thirty (30) days from the date of this Agreement, this Agreement will be automatically canceled. In such event, the full amount of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within one hundred twenty (120) days of written notice, except that we will retain an amount equal to any costs that are specifically incurred by us due to your request.

2.1.3 After the thirty (30) day period, if you (or either of you if there are two of you) die at any time prior to the date your Apartment is ready for occupancy, or because of illness, injury, or incapacity, you (or either of you if there are two of you) are unable to occupy your Apartment under the terms of this Agreement, upon written notice to Meadow Ridge by registered or certified mail, this Agreement will be automatically canceled, unless in the case of such illness, injury, or incapacity you (or either of you if there are two of you) choose to become a resident of The Health Center at Meadow Ridge or an Assisted Living Apartment, as applicable in accordance with The Community's admission policies. If this Agreement is so canceled, the full amount of the Entrance Fee Deposit you have paid will be refunded to you or to your estate, without interest, within one hundred twenty (120) days of your request, except that we will retain: (i) an amount equal to any costs that are specifically incurred by us due to your request and (ii) a service fee of \$1,000.

2.1.4 In all other cases, if you cancel this Agreement prior to occupying the Apartment, we will retain \$20,000 and the balance of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within one hundred twenty (120) days.

2.2. Forfeiture of Entrance Fee After Occupancy

In the event this Agreement is terminated or canceled after you have occupied your Apartment, we will retain the total of the Entrance Fee (and the Second Person Entrance Fee, if applicable) portion of your Admission Payments.

2.3. Repayment of Loan

The repayment of your Loan will be made in accordance with the Loan Agreement, a copy of which is attached as Exhibit A to this Residency Agreement.

2.4. Right of Offset

We have the right to offset against any Entrance Fee Deposit refund and/or Loan repayment, any unpaid Regular Monthly Charges owed by you, any unreimbursed health care expenses we have advanced on your behalf, any amount deferred by us under Section 9.2.3, and any other sums owed by you.

3. REGULAR MONTHLY CHARGES

3.1. Reserved

3.2. Monthly Fees

(a) You shall pay a Monthly Fee for the services and features provided to all residents as set forth in Section 4. During the current calendar year, the Monthly Fee is \$ _____ a month for one person and an additional \$ _____ a month for two.

(b) As a fee-for-service Resident, your Monthly Fee set forth above in Section 3.2(a) includes a reduction of \$ _____ per month, the value of the life care benefit provided to life care residents, as determined by us in our sole and absolute discretion.

(c) We will give you advance written notice of not less than thirty (30) days before any change in the Monthly Fee is implemented.

3.3. Regular Monthly Charges

In addition to the Monthly Fee, you will pay all applicable Regular Monthly Charges, including, without limitation:

(a) monthly charges for any optional services that you utilize and that are subject to an extra charge as provided in Section 5 below; and

(b) a \$ _____ charge per month for occupying your Apartment (including any Assisted Living Apartment to which you relocate) or The Health Center at Meadow Ridge. There shall be no increase in this charge during the term of this Agreement and charges collected shall be our unrestricted property and may be used by us for any purpose.

We will give you advance written notice of not less than thirty (30) days before any increase in any extra charge is implemented.

3.4. Payment

On the earlier of (i) the day you move into The Community or (ii) the day you make your Loan to us as provided in Section 1.3 of this Agreement, you shall pay a pro-rated portion of the Regular Monthly Charges and Monthly Fee. Thereafter, such monthly charges will be payable on the tenth day of each month in advance, and all other Regular Monthly Charges for optional services will be paid on the tenth day of each month for the optional services obtained during the preceding month. A late charge equal to one percent (1%) shall be assessed on any Regular Monthly Charges three or more days past due.

3.5. Termination of Charges for Apartment

3.5.1 The Regular Monthly Charges for your Apartment will terminate after your death (or upon the death of the survivor in a double-occupied apartment), upon the removal of the contents of your Apartment or upon the release of your Apartment pursuant to the provisions regarding assisted living and Health Center usage. In the event one of two residents occupying an apartment dies, the second person Monthly Fee will cease and the remaining resident will continue to pay the first person Monthly Fee and any other Regular Monthly Charges.

3.5.2 If you terminate this Residency Agreement after occupying your Apartment, you will be required to pay all applicable charges identified in Section 3 until the later of one hundred and twenty (120) days after we receive written notice of such termination or the actual release of your Apartment and removal of the contents of your Apartment.

4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS

Meadow Ridge will furnish at The Community, so long as you reside in an apartment therein, the following services and features which are included in the Monthly Fee:

4.1 Continental breakfast every day;

4.2 A monthly meal credit (one credit for each day of the month), which may be used for lunch or dinner (or both) in the dining room (or a comparable meal plan as determined by Meadow Ridge from time to time);

4.3 Water, sewer, air conditioning, heating, and electricity;

4.4 Satellite or Cable TV service (as decided by Meadow Ridge);

4.5 Property taxes, insurance on building and structures;

4.6 Grounds keeping, landscaping, and snow removal;

4.7 Security services;

4.8 Building janitorial and maintenance service;

- 4.9** Weekly housekeeping service;
- 4.10** Weekly flat laundry service (one load);
- 4.11** Planned social, cultural and recreational activities for those who wish to participate;
- 4.12** One reserved space for open parking provided, however, parking spaces are only available if you own an automobile;
- 4.13** Carpeting (except in kitchen and bath where there will be alternate floor covering);
- 4.14** Complete kitchen, including refrigerator, range with oven, dishwasher, microwave oven, ductless hood fan;
- 4.15** Stackable washer and dryer in each apartment;
- 4.16** Local transportation as scheduled by us (which may change from time to time) – a description of scheduled transportation is located in the Resident Handbook, and a copy is provided to residents upon admission to The Community;
- 4.17** Emergency call system in your Residence through the use of a pendant, which is monitored 24-hours a day by designated Community staff;
- 4.18** Use of all common areas in The Community;
- 4.19** Use of recycling rooms on every floor;
- 4.20** Priority access over nonresidents to The Health Center at Meadow Ridge pursuant to the terms of Section 6 of this Agreement; and
- 4.21** Priority access over nonresidents to the Assisted Living Apartments at Meadow Ridge pursuant to the terms of Section 6 of this Agreement.

5. SERVICES PROVIDED FOR AN EXTRA CHARGE

5.1. Miscellaneous Additional Services

Meadow Ridge will also make available at The Community, at your request, so long as you reside in an apartment at The Community, at the then prevailing rates of extra charge: additional meals besides those provided in consideration for the monthly meal credit, guest meals, tray service to your Apartment, additional housekeeping, certain office services such as "fax" and copier, use of guest rooms, catering for private parties, home health services, salon services, garage parking, if available, non-emergency calls to and service of the Medical Director, personalized transportation, and certain other services, upon special arrangements. Certain additional services for extra charge will also be available to you while you are in The Health Center at Meadow Ridge or an Assisted Living Apartment.

A list of these extra charges for the additional services can be obtained from the front desk. A copy of the extra charges is also in the Resident Handbook provided to all new residents. Each year, a current copy of the extra charges is distributed to each resident. We will give you advance written notice of not less than thirty (30) days before any increase in any extra charge is implemented.

5.2. Certain Services in Resident's Apartment

Certain Assisted Living Services are available to you in your Apartment on a limited basis for an extra charge. A list of available and extra services is attached to this Agreement as Exhibit B. This list may change from time to time in our sole discretion, and a revised list will be provided to you when changes are made. We will give you 30 days' advance written notice before any increase in any extra service is implemented. Meadow Ridge reserves the right to adopt and revise, from time to time, assessment criteria for independent living skills, which the Medical Director shall consider in determining whether you require Assisted Living Services in an Assisted Living Apartment.

5.3. Garage Rental Fee

If you wish to substitute a garage for a surface parking space, depending on availability, you may elect to rent a garage pursuant to a separate one-year renewable lease and pay an additional monthly Garage Rental Fee for the garage. The Garage Rental Fee will be paid on the tenth day of each month along with all other Regular Monthly Charges owed by you.

6. ASSISTED LIVING AND THE HEALTH CENTER AT MEADOW RIDGE

You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to Assisted Living Apartments or the Health Center at Meadow Ridge. If, in the opinion of your attending physician and the Medical Director, after consultation with you, assisted living in an Assisted Living Apartment or nursing care in The Health Center at Meadow Ridge is necessitated, you will be requested to relocate to an Assisted Living Apartment or The Health Center (either temporarily or permanently) or another health center of your choice on the following terms:

6.1. Accommodations in Assisted Living Apartments and The Health Center.

We will provide you with priority access over nonresidents for admission to an Assisted Living Apartment or The Health Center, on a space available basis at our current private pay rates.

6.2. Assisted Living or Nursing Care for Residents of a Single-Occupied Apartment

If you require accommodations in an Assisted Living Apartment or The Health Center, you will be given priority access over nonresidents for admission to an Assisted Living Apartment or The Health Center. If you relocate, your Regular Monthly Charges will depend upon whether you choose to release your Apartment:

6.2.1 Release Apartment. If you have relocated to an Assisted Living Apartment or The Health Center and you choose to release your Apartment for occupancy by someone else, you shall provide us with forty-five (45) days advance written notice. During such forty-five (45) day period, you will continue to pay your Monthly Fee, your Health Care Charges and all other applicable Regular Monthly Charges. Upon the later of expiration of such forty-five (45) days, or the removal of the contents of your Apartment, the Monthly Fee for your Apartment will cease and you will continue to pay your Health Care Charges and any other applicable Regular Monthly Charges.

6.2.2 Retain Apartment. If you do not release your Apartment, you will continue to pay your Monthly Fee for your Apartment and all other applicable Regular Monthly Charges. You will also pay your Health Care Charges.

6.3. Assisted Living or Nursing Care For Residents of a Double-Occupied Apartment

If one of you requires Assisted Living Services or nursing care, you will be given priority access over nonresidents for admission to an Assisted Living Apartment or The Health Center. If you relocate, you will pay your Health Care Charges. The Resident who remains in the Apartment will continue to pay the first person Monthly Fee and all other applicable Regular Monthly Charges. If both of you require care, your Regular Monthly Charges will depend upon whether you release your Apartment:

6.3.1 Release Apartment. If you have relocated to an Assisted Living Apartment or The Health Center and you choose to release your Apartment for occupancy by someone else, you shall provide us with forty-five (45) days advance written notice. During such forty-five (45) day period, you will continue to your Monthly Fee, your Health Care Charges and all other applicable Regular Monthly Charges. Upon the later of the expiration of such forty-five (45) days, or the removal of the contents of your Apartment, the Monthly Fee for your Apartment will cease. You will continue to pay for your Health Care Charges and any other applicable Regular Monthly Charges.

6.3.2 Retain Apartment. If you do not release your Apartment, you will continue to pay your Monthly Fees (first person only) for your Apartment and all other applicable Regular Monthly Charges. You will also pay your Health Care Charges.

6.4. Outside Care

If you are in need of Assisted Living Services and there are no Assisted Living Apartments, or if you are in need of nursing care and there are no nursing care beds available in The Health Center, you may (i) receive home health services in your Apartment at your own cost and expense and/or (ii) place your name on the waiting list for an Assisted Living Apartment or nursing care bed at The Health Center, as applicable, which will be processed in accordance with Meadow Ridge's wait list policy; or (iii) relocate to, and receive care from, another assisted living facility or nursing facility at your own cost and expense. If you relocate, you will continue to be responsible for paying the Regular Monthly Charges outlined in this Agreement.

6.5. Return to Apartment

If you give up occupancy of your Apartment because you have moved to The Health Center at Meadow Ridge or an Assisted Living Apartment, and if later you

are able, you agree, and in the opinion of the Medical Director, or your attending physician with the concurrence of the Medical Director, to return to an apartment, we will provide you an apartment of the same type as your former Apartment as soon as one becomes available. You will be permitted to remain in The Health Center at Meadow Ridge or your Assisted Living Apartment, as applicable, until such apartment becomes available. Upon return to an Apartment, your Monthly Fee will be based on the then-current charges for such apartment as described in Section 3.2 above.

6.6. Reserved

6.7. Medical Director

We will designate, from time to time, a member in good standing with privileges at Norwalk Hospital or Danbury Hospital as Medical Director of The Health Center. You will be at liberty to engage the services of the Medical Director at your own expense. We will not be responsible for the cost of medical treatment by the Medical Director, nor will we be responsible for the cost of medicine, drugs, prescribed therapy, and the like. In the event we incur or advance costs for your medical treatment or for medicine, drugs, prescribed therapy and the like (even though such medical care is given at the direction of your attending physician or the Medical Director without prior approval), you will reimburse us for such costs along with any associated costs of collection.

6.8. Non-Resident Use of Assisted Living Apartments and The Health Center

We offer assisted living services and nursing care to qualified nonresidents for a fee to the extent accommodations are available. Residents will, however, be given priority to available Assisted Living Apartments and nursing beds at The Health Center at Meadow Ridge.

6.9. Supplemental Insurance

You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. If you are under the age of sixty-five (65) and do not otherwise qualify for Medicare coverage, you will obtain medical insurance coverage equivalent to the Medicare Part A and B and supplemental health insurance

as described in this Section 6.10, satisfactory to us, and you will provide proof of such coverage upon request.

6.9.1 Financial Responsibility. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in The Health Center. If failure to maintain Medicare Part A, Medicare Part B or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as provided in Section 9.2.3 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Residency Agreement as provided in this Agreement.

6.10. Admission Agreements

If you require Assisted Living Services or nursing care, you agree to enter into a separate admission agreement to be signed by you and us, the form which will be available for your review.

7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT

You may live in your Apartment for as long as you (or either of you) live unless you (or both of you) are not capable of maintaining yourself in independent living in the Apartment, or this Agreement is terminated by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care or Assisted Living Services be given, you will be asked to relocate to The Health Center at Meadow Ridge or an Assisted Living Apartment at Meadow Ridge. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization, we will assist in the coordination of your transfer to an appropriate hospital. Community staff will not accompany you to the hospital nor will we be responsible for the charges associated with your transfer.

8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY

After you have moved into The Community, you may cancel this Agreement at any time by giving us one hundred twenty (120) days written notice signed by you (or both of you if there is double occupancy) and sent by registered or certified mail. The one hundred twenty (120) days will begin on the date such notice is received by the Community. If you give such notice, you will pay all applicable Regular Monthly Charges until the later of (a) the expiration of such one hundred twenty (120) day period or (b) the actual release of your Apartment and the removal of the contents of your Apartment. In such event, we will retain the total of your Entrance Fee, and your Loan will be repaid in accordance with the terms of the Loan Agreement.

9. OUR TERMINATION RIGHTS

9.1. Just Cause

We will not terminate this Agreement except for just cause. Just cause includes, but is not limited to, the following:

9.1.1 Failure to make the Admission Payments or, except as set forth below, pay any Regular Monthly Charges as provided herein;

9.1.2 Creation by you (or either of you if there are two of you) of a disturbance within The Community which in our judgment is detrimental to the health, safety, comfort, or peaceful living of others;

9.1.3 You (or either of you if there are two of you) become infected with a dangerous and contagious disease or become mentally or emotionally disturbed, and the Medical Director determines that such condition is detrimental to the health, safety, or welfare of others, and such condition cannot be cared for in an Assisted Living Apartment or in The Health Center at Meadow Ridge within the limits of our license from the State of Connecticut;

9.1.4 You (or either of you if there are two of you) refuse medical treatment which in the opinion of your attending physician or the Medical Director is medically required for your health and such refusal will affect the health and safety of others;

9.1.5 You (or either of you if there are two of you) do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations and policies now existing or later created or amended by us; or

9.1.6 Your material misrepresentation or omission of information in the materials provided by you in the residency process, including without limitation, the representations and information provided pursuant to Section 15 of this Agreement, which, if such information had been accurate, would have been material to our decision whether or not to accept you for residency.

Notwithstanding the above, if there are two of you and a termination event under Section 9.1.2, 9.1.3, 9.1.4 or 9.1.5 occurs that involves only one of you, this Agreement shall continue with respect to whichever of you is not the subject of such termination event and such remaining person shall continue to occupy the Apartment, pay the Monthly Fee (first person only) and all other applicable Regular Monthly Charges.

9.2. Limitations on Termination Rights for Financial Inability

If after you have paid the Entrance Fee, Second Person Entrance Fee, if applicable, and made the Loan, you encounter financial difficulties making it impossible for you to pay the full Regular Monthly Charges; then:

9.2.1 You may remain until any applicable **Title XVIII** Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned;

9.2.2 You shall in any case be permitted to remain at The Community for ninety (90) days after the date of failure to pay, during which time you shall continue to pay reduced Regular Monthly Charges based on your current income; and

9.2.3 Because it is and shall continue to be our declared policy to not terminate your residency solely by reason of your financial inability to pay the full Regular Monthly Charges, you shall be permitted to remain at The Community at reduced Regular Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. In such circumstances, we reserve the right to relocate you to a smaller apartment. This Section 9.2.3 shall be rendered inoperative if you have impaired your ability to meet your financial obligations or made any

misrepresentations with respect to your financial ability. Any such deferred charges shall be offset against repayment of your Loan as provided in Section 2.4.

9.3. Notice of Termination

Prior to any termination of the Agreement by us, we will give you notice in writing of the reasons and you will have thirty (30) days thereafter within which the problem may be corrected. If the problem is corrected within such time, this Agreement shall not be then terminated. If the problem is not corrected within such time, this Agreement will be terminated and you must leave The Community.

9.4. Emergency Termination

Notwithstanding the above, if the Medical Director determines that either the giving of notice or the lapse of time as provided above might be detrimental to you or others, then such notice and/or waiting period prior to termination and relocation to a hospital or other appropriate facility shall not be required and termination of this Agreement shall be deemed to have occurred when you are relocated. In such event, we are expressly authorized to transfer you to a hospital or other appropriate facility and will promptly notify your representative or your attending physician.

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT

10.1. Use of Apartment

The Apartment is for living only, but may be used for carrying on any business or profession; provided, however, that you comply with all applicable zoning restrictions and any other applicable municipal, state, or federal law and provided that you do not cause a disturbance of others in The Community.

10.2. Occupancy of Apartment

Except as hereinafter provided, no person other than you (or both of you) may occupy the Apartment except with our express written approval. In the event that a second person who is not a party to this Agreement is accepted for residency under this Agreement at a time subsequent to the date hereof (said acceptance to be in accordance with financial and other admission policies governing all other admissions), you shall pay an Entrance Fee and, if applicable, a Second Person Entrance Fee, as determined by us, and each month thereafter the then current applicable Regular Monthly Charges for second persons shall be paid. If such second person does not meet the requirements for residency, such second person will

not be permitted to occupy the Apartment for more than thirty (30) days (except with our express written approval) and you may cancel this Agreement as provided in Section 8. Meadow Ridge reserves the right to adopt and revise, from time to time, its admission guidelines.

10.3. Compliance Changes

We may effect changes in The Community at any time to meet the requirements of the law. You agree to temporarily relocate to other facilities provided by us without additional cost to you if it becomes necessary to vacate your Apartment in order to make such changes.

10.4. Furnishings

Furnishings within the Apartment will not be provided by us except to the extent provided in consideration for the Monthly Fee. Furnishings provided by you shall not be such as to interfere with the health, safety, and general welfare of other residents or the staff of The Community. If removal of your furniture and other property is not accomplished within thirty (30) days after your death (or the death of the resident survivor) or termination of this Agreement, then we may remove and store such furniture and other property at the expense of you or your estate. We may dispose of such furniture or other property that is not claimed within ninety (90) days after your death (or the death of the resident survivor) or termination of this Agreement, provided that we will remit to you or your estate any balance after deducting costs of disposition.

10.5. Alterations by You

You may not undertake any alterations to your Apartment without our prior written approval which shall not be unreasonably withheld.

10.6. Additional Charges

The Community shall charge you for a refurbishment fee to refurbish your Apartment after the termination of this Agreement and shall deduct the same from any amount of the Loan to be repaid pursuant to the Loan Agreement.

11. AMENDMENTS

11.1. This Agreement

This Agreement may be amended by agreement of the parties to this Agreement.

11.2. Laws and Regulations

This Agreement may be modified by us at any time in order to comply with laws and regulations upon thirty (30) days' notice to you.

12. MISCELLANEOUS LEGAL PROVISIONS

12.1. Governing Law

This Agreement will be governed by and interpreted according to the laws of the State of Connecticut and will become effective upon acceptance and execution by us. The Glossary which sets forth the definitions of certain terms used in this Agreement is by this reference incorporated herein and made a part of this Agreement.

12.2. Consent to Forum

Regardless of any present or future domicile of Resident, Resident hereby consents and agrees that the Connecticut Superior Court for the Judicial District of Danbury, or, at our option, the United States District Court for the District of Connecticut, shall have exclusive jurisdiction to hear and determine any claims or disputes between Resident and Meadow Ridge pertaining to this Residency Agreement or to any matter arising out of or related to this Residency Agreement. Resident expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Resident hereby waives any objection which Resident may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Nothing in this Residency Agreement shall preclude the enforcement by Meadow Ridge of any judgment or order obtained in such forum or the taking of any action under this Residency Agreement to enforce same in any other appropriate forum or jurisdiction.

12.3. Separability

The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

12.4. Capacity

This Agreement has been executed on our behalf by our duly authorized agent, and no partner, officer, director, member, agent or employee of Meadow Ridge shall have any personal liability hereunder to Resident under any circumstances.

12.5. Residents

When Resident consists of more than one person, the rights and obligations of each are joint and several, except as the context otherwise requires.

12.6. Resident Rights

As a resident of The Community, you have certain rights under the Connecticut continuing care law (Conn. Gen. Stat. §17b-520 *et. seq.*), a copy of which is available upon request. You also have certain rights as a resident of The Community because it is a Managed Residential Community. A copy of the Managed Residential Community Residents' Bill of Rights is attached hereto as Exhibit C.

12.7. Nature of Rights

You understand and agree that (a) this Agreement or your rights (including the use of the Apartment) under it may not be assigned and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to reimbursement of the amounts as described in Section 2; (b) this Agreement and your contractual right to occupy the Apartment shall exist and continue to exist during your lifetime unless canceled by you or terminated by us as provided herein; (c) this Agreement grants you a revocable license to occupy and use space in The Community but does not give you exclusive possession of the Apartment as against us and you shall not be entitled to any rights of specific performance but shall be limited to such remedies as set forth herein; (d) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (e) this Agreement grants to us complete decision making authority regarding the management and operation of The Community.

12.8. Release

We are not responsible for loss of or damage to your personal property. You may want to obtain, at your own expense, insurance to protect against such losses.

12.9. Indemnity

We shall not be liable for, and you agree to indemnify, defend and hold us harmless from claims, damages, settlements, and expenses, including attorney's fees and court costs resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission.

12.10. Entire Agreement

This Agreement and any Addenda or Exhibits contain our entire understanding with respect to your residency.

12.11. Tax Considerations

Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax consequences associated with this Agreement and the Loan Agreement.

12.12. Subordination

Except for your right of cancellation prior to occupancy and your rights under the Trustee Mortgage securing the Loan, you agree that all your rights under this Agreement will always be subordinate and junior to the lien of all indentures of trust, mortgages or other documents creating liens encumbering The Community or any of the assets of Meadow Ridge, which have been or will be executed by us. Upon request, you agree to sign, acknowledge and deliver to such lender or lenders such further written evidence of such subordination as such lenders may reasonably require. You will not be liable for any such indebtedness.

12.13. Transfers

We may from time to time issue additional equity interests, or sell The Community, provided that in such latter event the buyer shall agree to assume all existing residency agreements. In addition, we may sell or otherwise transfer the land or other portions of The Community and lease back such land or other portions. Your signature hereto constitutes your consent and approval to any such future transfer.

12.14. Law Changes

If changes are made in any of the statutes or regulations applicable to this Agreement prior to your occupancy of the Apartment, we shall have the right to

terminate this Agreement or submit to you a revised Agreement based on the changes in the law, and you agree to accept any such revisions which do not adversely affect you.

12.15. Residents' Association

Residents shall have the right to organize and operate a residents' association at The Community and to meet privately to conduct business of the residents' association.

12.16. Rights of Third Parties

Only parties who have executed this Residency Agreement will have any rights hereunder. Neither this Residency Agreement nor the disclosure statement creates any rights for parties other than those who have executed this Residency Agreement.

12.17. Estate Planning

This Agreement provides for the payment of the Admission Payments in two parts – the Entrance Fee and the Loan. The Entrance Fee Deposit is required to be paid by you upon execution of this Agreement and the balance of your Entrance Fee and the Second Person Entrance Fee, if applicable, is due and payable on the same day your Loan is due pursuant to Section 1.3. The Loan is repayable to your estate in the event of your death, or in the case of a double-occupied Apartment, the death of the surviving Resident, in accordance with the terms of the Loan Agreement. If you do not wish to have the Loan repayment made to your estate, you may choose to assign your right to repayment of the Loan to a trust or other person designated by you pursuant to a form of Assignment of Rights to Repayment approved by Meadow Ridge. In the absence of any agreement between the Residents of a double-occupied Apartment which has been provided to Meadow Ridge prior to the repayment of the Loan, then the Loan will be repayable to the estate of the last surviving Resident. No other rights under this Agreement are assignable.

12.18. Private Employees of Residents

If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency (personal service provider). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency or assisted living services agency. Further, you must comply with our policy regarding personal service providers and ensure that your private employee, independent contractor, or person

you employ through an agency complies with our policies and rules of conduct set forth therein. If you fail to follow or enforce the policies and rules of conduct, then we may elect at our sole option to terminate this Agreement, in accordance with Section 9.1.5.

You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement.

12.19. Compliance with Laws and Regulations

Meadow Ridge will comply with all applicable municipal, state, and federal laws and regulations, including consumer protection and protection from financial exploitation.

12.20. Complaint Resolution Process

We have established a complaint resolution process for residents and families, which is attached hereto as Exhibit D. Residents may use the complaint resolution process without fear of reprisal of any kind.

13. RESERVE POLICY

It will be our policy to maintain reserve funds as required by Chapter 319hh of the Connecticut General Statutes (Sec. 17b-520 et seq.) and the Connecticut Department of Social Services ("DSS").

14. RESIDENT REPRESENTATIONS

By executing this Agreement you represent and warrant that you are capable of independent living (in accordance with Meadow Ridge's current assessment criteria for living skills which are attached to the disclosure statement as Exhibit I and hereby incorporated by reference) and free of communicable disease and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy, and that all written representations made with respect to such matters by you or on your behalf to us are true. The foregoing representations shall be deemed made as of the date of your execution of this Agreement and as of your date of occupancy of your Apartment.

15. RESIDENT HANDBOOK

The Community has established certain rules, policies and guidelines in order to promote the health, safety and welfare of its residents. A copy of the Resident Handbook containing these rules, policies and guidelines will be provided to each resident upon admission to The Community. The Resident Handbook also contains a list of extra charges for additional services available to the residents of The Community. The Community will provide you with written notice of not less than thirty (30) days before any increase in any extra charge is implemented. The Community may revise the Resident Handbook from time to time and any revisions will be provided to the residents. Upon receipt of the Resident Handbook, you agree to sign an Acknowledgment form, a copy of which is attached hereto as Exhibit E. Your signed Acknowledgment will be placed in your resident file.

16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

You hereby certify that you received a copy of this Agreement and a copy of our latest disclosure statement on or before the date hereof, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to signing this Agreement.

17. PERSONAL REPRESENTATIVE

You agree to execute and deliver to us, at or before assuming residency in your Apartment, a durable power of attorney, trust documents, or other documentation naming a personal representative for personal and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability, in form acceptable to us. You shall keep such instrument in effect as long as this Agreement is in effect. The person named as your representative shall not be a person employed by The Community or any other entity engaged in the management of The Community.

18. ACKNOWLEDGEMENT

Under the requirements of applicable law, we are obligated to remind you that:

(1) this Agreement, which is a continuing care contract, is a financial investment and your investment may be at risk;

(2) our ability to meet our contractual obligations under this Agreement depends on our financial performance;

(3) you have been advised to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities before you signed this Agreement; and

(4) DSS does not guarantee the security of your investment.

In addition, by executing this Agreement, you are acknowledging that this Agreement has been carefully reviewed by you or your legal representative.

Executed at _____, Connecticut this _____ day of _____, 20__.

RESIDENT:

**REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____
An Authorized Representative

Resident or Resident's Representative

Witness

Fee For Service Residency Agreement (2018-07-19)



Witness

EXHIBIT A
LOAN AGREEMENT

Pursuant to your Residency Agreement, you agree to loan \$_____ to Redding Life Care, LLC doing business as Meadow Ridge (hereafter referred to as "Meadow Ridge" or "The Community") and Meadow Ridge agrees to repay such amount upon the terms and conditions hereinafter set forth.

1. Payment of Loan Proceeds.

The Loan shall be made to Meadow Ridge on the date you occupy your Apartment in The Community or as provided in Section 1.3 of the Residency Agreement.

2. Interest.

Pursuant to the current below market interest provisions of Section 7872 of the Internal Revenue Code of 1986, as amended, no interest shall accrue or be paid on your Loan.

3. Security.

Your Loan, and all other loans to Meadow Ridge made by The Community residents (up to an aggregate of \$200,000,000, as may be increased from time to time), shall be secured by a mortgage on the real estate known as The Community which is owned by Meadow Ridge. The mortgage will be subject and subordinate to certain permitted encumbrances. A copy of the Mortgage and the Indenture of Trust is available to you upon request.

4. Repayment.

Your Loan shall become due and payable as follows:

(i) if your Residency Agreement is canceled or terminated whether by you or us (other than a cancellation or termination following an event described in subparagraphs (ii) through (iv) below), then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the Cancellation Date (as used herein, "Cancellation Date" shall mean the date the later of (x) the expiration of the one hundred twenty (120) day period set forth in Section

8 of the Residency Agreement if you cancel the Residency Agreement in accordance with Section 8 or (y) the actual release of your Apartment and the removal of the contents of your Apartment).

(ii) if you die or the survivor if there are two of you dies and at the time of such death your Apartment had not been released in connection with an admission to The Health Center at Meadow Ridge or an Assisted Living Apartment, then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of the actual release of your Apartment and the removal of the contents of your Apartment;

(iii) if you die or the survivor if there are two of you dies while residing in The Health Center at Meadow Ridge or an Assisted Living Apartment and at the time of such death your Apartment had been released in connection with your (or such survivor's) admission to The Health Center at Meadow Ridge or an Assisted Living Apartment and your Apartment has been occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full prior to your death (or the death of the survivor if there are two of you), then your Loan shall become due and payable six (6) months after the date of such death, otherwise on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of such death;

(iv) if you are residing or the survivor if there are two of you is residing in The Health Center at Meadow Ridge or an Assisted Living Apartment and you (or such survivor) decide to voluntarily relocate out of The Community and terminate your Residency Agreement and at the time of such move your Apartment previously had been released in connection with your (or such survivor's) admission to The Health Center at Meadow Ridge or an Assisted Living Apartment and your Apartment has been occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full prior to such relocation, then your Loan shall become due and payable six (6) months after the date that you actually move out of The Health Center at Meadow Ridge or the Assisted Living Apartment, as the case may be, otherwise on the earlier of (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of your move out of the Health Center or the Assisted Living Apartment, as the case may be; and

(v) if your Residency Agreement has not been canceled or terminated in accordance with the provisions of the Residency Agreement, then your Loan shall become due and payable thirty (30) years from the date hereof.

The amount of the loan proceeds repaid may be reduced by (1) any unpaid Regular Monthly Charges owed by you, (2) any unreimbursed health care expenses that we have advanced on your behalf, (3) any charges deferred due to your financial inability to pay as provided in Section 9.2.3 of the Residency Agreement, (4) any charges due under Section 10.6 of the Residency Agreement and (5) any other sums owed by you.

5. Successors and Assigns.

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Executed at _____, Connecticut this ____ day of _____, 20__.

RESIDENT:

**REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____

Resident or Resident's Representative

Witness

Witness



EXHIBIT B

Please Initial Receipt of Ancillary Charges _____



ANCILLARY CHARGES JANUARY 1, 2017 TO DECEMBER 31, 2018

SERVICE	CHARGE
GUEST SERVICES	
King Room	\$ 148.00* per night - King size bed \$ 25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$ 175.00* per night - 2 Double beds \$ 275.00* per night - sleeps 6 \$ 317.00* per night - sleeps 8-10 \$ 40.00 cancellation fee if less than 24 hours' notice
Late Check-Out Fee (until 3:00 p.m.)	\$40.00
Cot Rental	\$ 10.00 per cot/ per night * Includes 15% CT Room Tax
MEALS	
Guest Meals	\$ 18.00 when using meal credit \$ 26.50 without using meal credit
Children's Meals (10 years and under)	\$ 12.00 per meal
Sunday Brunch	\$ 23.50 when using meal credit \$ 32.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Mother's Day, Father's Day, Thanksgiving & Christmas	\$ 38.00 meal credits may not be used
Memorial Day, July 4 th , Labor Day	\$ 27.00 meal credits may not be used
Meal Delivery Charges	\$5.00
Resident Meal (Additional)	\$18.00
Absence Meal Credit	\$6.65
Catering Charges	\$ Market Rate
SECURITY	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$ 13.00 per key
Replacement Mailbox Key	\$ 5.00 per key
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$13.00
Additional Personal Help Button (PHB)	\$120.00

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
RIDGE CREST, HEALTH CENTER	
Private Room Differential	\$125.00 per day
Life Care Additional Meals	\$ 36.00 per day (Health Center & Assisted Living)

Other specialized equipment as medically necessary will be charged per current vendor pricing.
Please see Health Center Ancillary Charge document for details.

HOUSEKEEPING & MAINTENANCE SERVICES	
Additional Housekeeping Services	\$ 28.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Biohazard Fee (Biological clean up)	\$50.00
Additional maintenance services (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 40.00 per hour (plus supplies where applicable)
Box Spring & Mattress Removal	Per Moving Company Rates
Stuffed Chair or Dresser Removal	Per Moving Company Rates
Couch/love Seat Removal	Per Moving Company Rates
Mixed trash Removal	\$65.00
Installation of new lock and key	(per maintenance)

For additional housekeeping services including Fluff & Fold contact 504.

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
TRANSPORTATION	
Personal Transportation (Between 8:00 am & 4:30 pm. Additional fees may apply.)	
Personal trips on the weekend: 2 hour minimum applies	
– By car	\$ 32.00* per hour (plus .58 cents per mile**)
– By W/C Van or Bus	\$ 35.00* per hour (plus .58 cents per mile**)
Activity Bus Transportation	<i>(determined by Community Life Services Dir.)</i>
Coach Bus	<i>(determined by Community Life Services Dir.) Based on Trip Destination</i>
Event Bus Reservations	\$ 145.00 first 2 hours; \$31.00/hr thereafter
After-hour Branchville Rail Station Pick up	\$ 60.00 one way
* Holiday rate is \$45.00 per hour	
** The per mile fee fluctuates with current IRS guidelines	
<i>We are pleased to provide complimentary transportation to medical appoints as outlined in the Transportation Policy with a 48-hour advance notification. As a courtesy to other residents, residents are asked to provide a 24-hour advance notification for canceled appointments and to schedule their appointments in accordance with the North-South schedule to avoid a \$20.00 fee. Transportation outside the scheduled radius is also available. Kindly call 203-544-1222 to speak with the Transportation Department.</i>	
OFFICE SERVICES	
Copier/Printing	\$.15 per page (black and white)
Color Printouts	\$.50 per page
Fax (incoming and outgoing)	\$.50 per page (cover page no charge)
Business Envelope	\$.50 each
Large Envelope – 8.5" x 11"	\$ 1.00 each
IT Services (Computer hardware/software installation, repair or software training)	\$ 35.00 for 1 st half hour (with appointment) \$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type \$ 14.00 Magnet Type
Replacement Name Badge Magnet or Pin	\$3.00
Notary Services, appointment required	\$5.00
Laminating	\$ 2.00 per page
Shredding Services	\$ 1.30 per pound
Typing Services	\$ 32.00 per hour (\$16.00 per half hour)

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
Postage	\$ <i>as metered</i>
Garage Rental	\$ 170.00 per month
Resident Payment Late Fee	\$ <i>as per stated in contract</i>
Personal Assistant Services such as accompanying residents to medical appointments and pickups, shopping trips and other transports, dog walking, cat and dog sitting, bill paying, and other special services as needed.	\$ 28.00 per hour

A LA CARTE ASSISTANCE IN LIVING SERVICES (through Resident Health Services Office)

A One-Time Admission Fee to Initiate Assistance in Living Services	\$150.00
Nursing Visit	\$ 75.00 per hour billed in 30 minute increments
Certified Nursing Assistant (CNA) assistance	\$ 30.00 per hour billed in 30 minute increments
Escorted Wheelchair Roundtrip inside Facility	\$ 20.00 per trip
Safety check	\$ 15.00 per check
Registered Dietician Assessment and Consultation	\$ 75.00 per hour
Wheelchair Rental	\$ 20.00 per day

ASSISTANCE IN LIVING PACKAGES OFFERED (through Resident Health Services Office)

MEDICATION ASSISTANCE PACKAGES:

1. Weekly Pre-pour	\$ 300.00 per month
2. Pre-pour + 1 Daily medicine cue	\$ 650.00 per month
3. Pre-pour + 2 Daily medicine cues	\$ 1000.00 per month
4. Pre-pour + 3 daily medicine cues	\$ 1350.00 per month
1. Daily medication administration 1x daily	\$ 600.00 per month
2. Daily medication administration 2x daily	\$ 1200.00 per month
3. Daily medication administration 3x daily	\$ 1800.00 per month
4. Vitamin B-12 Injections	\$ 20.00 per injection
5. Blood Glucose testing 1x daily	\$ 500.00 per month
6. Blood Glucose testing 3x week	\$ 250.00 per month
7. Blood Glucose testing 1x week	\$ 100.00 per month

**ANCILLARY CHARGES
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
PERSONAL CARE PACKAGES:	
1. 15 minutes CNA assistance daily	\$350.00 per month
2. 15 minutes CNA assistance 2x daily	\$675.00 per month
3. 30 minutes CNA assistance daily	\$675.00 per month
4. 30 minutes CNA assistance 2x daily	\$1350.00 per month
5. 60 minutes CNA assistance daily	\$1350.00 per month
6. 60 minutes CNA assistance 3x week	\$600.00 per month
7. Roundtrip escort via wheelchair 1x daily	\$600.00 per month
SAFETY CHECK PACKAGES:	
1. Safety check 1x night	\$350.00 per month
2. Safety check 2x night	\$675.00 per month
3. Safety check 3x night	\$1000.00 per month

EXHIBIT C
MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS

You have the right to:

- Live in a clean, safe and habitable private residential unit;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your private residential unit, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your apartment so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your private apartment, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policies, procedures and services to our Social Services Director, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the name of the Resident Health Services Director or any other persons responsible for resident care or the coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;
- Have all reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;

- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility or educational institution to the extent that such relationship relates to resident medical care or treatment and to receive an explanation about the relationship;
- Receive a copy of any rules or regulations of the Community;
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community; and
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 et seq. and any other applicable laws. If you rent your apartment, all rights and privileges afforded to tenants under title 47a of the Connecticut General Statutes (Connecticut's landlord tenant laws).

We hope that any complaints or concerns that you have can be resolved by our staff. However, you also have the right to contact the following state agencies regarding complaints or concerns:

Department of Public Health
Facility Licensing Investigations Section
410 Capitol Ave., P.O. Box 340308
MS# 12 HSR
Hartford, CT 06134-0308
Phone: (860) 509-7400

Information/General: Loan Nguyen
Supervising Nurse Consultant (860) 509-7400

Complaints: Donna Ortelle, R.N.
Public Health Services Manager (860) 509-7400

Nancy Shaffer, State Long Term Care Ombudsman
Office of the Long Term Care Ombudsman
55 Farmington Avenue
Hartford, CT 06105-3730
(866) 388-1888 or (860) 424-5200

Dan Lerman, Regional Ombudsman
Long-Term Care Ombudsman Program
249 Thomaston Avenue
Waterbury, CT 06702
(203) 597-4181
1-866-388-1888

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients' Bill of Rights.

Please sign below to acknowledge that we have provided you with a copy of the Managed Residential Community Residents' Bill of Rights and explained them to you.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT D

RESIDENT COMPLAINT RESOLUTION

It is the goal of The Community to take all problems and complaints seriously and to solve each one in a timely and caring fashion. Residents and family members are free to communicate grievances to the staff of The Community and to outside representatives of their choice, without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to.

A resident or his/her family member may pursue the resolution of a problem in any of the following ways:

- All emergency service problems can be resolved by calling the Reception Desk at The Community at (203) 544-1000. The Receptionist will contact the appropriate personnel to resolve the problem. Even after normal business hours, please contact the Reception Desk. Your call will automatically transfer to the Health Center if the Receptionist is not on duty.
- By contacting:
 - ✓ The Department Director by calling, writing a letter, and/or scheduling an appointment.
 - ✓ The Executive Director or Administrator by calling, writing a letter, and/or scheduling an appointment.
 - ✓ The Chairperson of the specific Meadow Ridge Committee.
 - ✓ A Residents Association Board Representative.
 - ✓ The Chairperson of the Residents Association Board.
- You may voice your concern or complaint at a monthly Resident Update Meeting.
- If your issues are not resolved by using the above channels, you may write a letter to Director of Operations Management; Life Care Services LLC; 1602 King Richard Circle; St. Charles, IL 60174. A copy of the letter should be provided to Ownership.
- As a final option, the resident may appeal to Ownership when the previous means have not resulted in a satisfactory outcome.

The Community has also publicized and posted information pertaining to all governmental regulatory resources available for use by residents in handling complaints. This information is included in the Managed Residential Community Bill of Rights, a copy of which is attached as Exhibit C to the Residency Agreement.

Dated: July 2018

EXHIBIT E
**ACKNOWLEDGEMENT OF RECEIPT OF
RESIDENT HANDBOOK**

I, the undersigned, acknowledge receipt of the Meadow Ridge Resident Handbook dated _____, 20____, which contains certain rules, policies, and guidelines in order to promote the health, safety and welfare of the residents of The Community.

The Resident Handbook also contains a list of extra charges as referenced in the Residency Agreement.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

Meadow Ridge

100 Redding Road
Redding, CT 06896
203-544-1000
www.MeadowRidge.com

EXHIBIT E

Audited Financial Statements

**REDDING LIFE CARE, LLC
D/B/A MEADOW RIDGE
FINANCIAL STATEMENTS
YEARS ENDED
DECEMBER 31, 2018 AND 2017**

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE

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Beers, Hamerman, Cohen & Burger, PC
Certified Public Accountants and Business Consultants

Audit
Tax
Advisory
Assurance
Valuation
Litigation Support

INDEPENDENT AUDITOR'S REPORT

To the Members of
Redding Life Care, LLC d/b/a Meadow Ridge
Redding, Connecticut

We have audited the accompanying financial statements of Redding Life Care, LLC d/b/a Meadow Ridge (Company), which comprise the balance sheets as of December 31, 2018 and 2017 and the related statements of operations and members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

www.bhcbcpa.com

234 Church Street | New Haven, CT 06510 | P/203.787.6527 | F/203.776.8745
2228 Black Rock Turnpike, Suite 204 | Fairfield CT 06825 | P/203.333.2228 | F/203.333.3520

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Redding Life Care, LLC d/b/a Meadow Ridge as of December 31, 2018 and 2017 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Beers, Hamerman, Cohen & Burger, P.C.

New Haven, Connecticut
June 3, 2019

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
BALANCE SHEETS

	December 31,	
	<u>2018</u>	<u>2017</u>
ASSETS		
Current Assets		
Cash	\$ 9,399,127	\$ 11,403,119
Accounts receivable, net	1,230,396	1,113,783
Notes receivable, residents	2,426,076	1,360,960
Accounts receivable - related party	89,886	-
Prepaid expenses	383,271	257,030
Inventory of supplies	<u>53,069</u>	<u>60,216</u>
Total Current Assets	<u>13,581,825</u>	<u>14,195,108</u>
Restricted cash	<u>8,587,952</u>	<u>9,101,068</u>
Property and Equipment		
Buildings and improvements	164,957,601	163,610,354
Land	7,018,216	7,018,216
Land improvements	7,798,597	9,374,472
Furniture and equipment	6,031,770	5,448,699
Vehicles	<u>472,149</u>	<u>445,096</u>
	186,278,333	185,896,837
Less: accumulated depreciation	<u>78,897,897</u>	<u>75,706,873</u>
Property and Equipment - Net	<u>107,380,436</u>	<u>110,189,964</u>
Other Assets	<u>9,216</u>	<u>9,216</u>
TOTAL ASSETS	<u>\$ 129,559,429</u>	<u>\$ 133,495,356</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
BALANCE SHEETS

	December 31,	
	<u>2018</u>	<u>2017</u>
LIABILITIES AND MEMBERS' DEFICIT		
Current Liabilities		
Resident loans payable, current portion	\$ 12,535,127	\$ 8,822,191
Accounts payable	2,686,609	2,389,548
Accrued expenses	2,038,817	1,975,570
Advance deposits	157,286	577,325
Term loans payable, bank, current portion	<u>1,314,229</u>	<u>1,225,628</u>
Total Current Liabilities	<u>18,732,068</u>	<u>14,990,262</u>
Other Liabilities		
Resident loans payable, less current portion	126,728,700	130,004,224
Term loans payable, bank, less current portion	78,374,189	78,968,837
Loan payable - related party	2,500,000	2,500,000
Deferred revenue from entrance fees, net of amortization of \$16,494,755 and \$15,356,813 for 2018 and 2017, respectively	21,573,104	20,670,351
Accrued interest	162,224	100,318
Deposits	<u>-</u>	<u>36,952</u>
Total Other Liabilities	<u>229,338,217</u>	<u>232,280,682</u>
Total Liabilities	248,070,285	247,270,944
Members' Deficit	<u>(118,510,856)</u>	<u>(113,775,588)</u>
TOTAL LIABILITIES AND MEMBERS' DEFICIT	<u>\$ 129,559,429</u>	<u>\$ 133,495,356</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
STATEMENTS OF OPERATIONS AND MEMBERS' DEFICIT

	Year Ended December 31,	
	<u>2018</u>	<u>2017</u>
Operating Revenue		
Independent living services	\$ 19,823,601	\$ 19,367,141
Health center services	8,635,243	7,124,327
Assisted living services	1,487,651	1,508,560
Capital reserve assessment	180,000	246,015
Rental income	56,061	36,271
Other revenue	<u>30,734</u>	<u>16,024</u>
Total Operating Revenue	<u>30,213,290</u>	<u>28,298,338</u>
Operating Expenses		
General and administrative	7,916,054	7,396,176
Building operations	3,857,869	3,690,668
Food and beverage	5,058,695	4,373,925
Health center services	6,342,182	5,266,097
Environmental services	1,474,396	1,588,541
Resident services	1,508,298	1,444,057
Assisted living services	<u>1,086,118</u>	<u>1,105,286</u>
Total Operating Expenses	<u>27,243,612</u>	<u>24,864,750</u>
Other Operating Income		
Amortization of entrance payments	4,821,518	4,925,281
Administration fees	400,811	380,200
Interest and dividends	<u>20,435</u>	<u>17,238</u>
Total Other Operating Income	<u>5,242,764</u>	<u>5,322,719</u>
Other Operating Expenses		
Depreciation	5,790,425	5,662,317
Interest expense		
Loan interest	5,918,851	4,992,174
Amortization of financing costs	719,581	627,716
Other general and administrative	500,696	489,113
Loss on sale of equipment	<u>18,157</u>	<u>49,126</u>
Total Other Operating Expenses	<u>12,947,710</u>	<u>11,820,446</u>
Net Loss	(4,735,268)	(3,064,139)
Members' Deficit, Beginning of Year	<u>(113,775,588)</u>	<u>(110,711,449)</u>
Members' Deficit, End of Year	<u>\$ (118,510,856)</u>	<u>\$ (113,775,588)</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
STATEMENTS OF CASH FLOWS

	Year Ended December 31,	
	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities		
Net loss	\$ (4,735,268)	\$ (3,064,139)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	6,510,006	6,290,033
Allowance for uncollectable accounts receivable	36,000	(22,874)
Deferred revenue recognized	(4,821,518)	(4,925,281)
Loss on disposal of fixed assets	18,157	49,127
Changes in operating assets and liabilities:		
Accounts receivable	(669,217)	(389,135)
Prepaid expenses and other assets	(126,241)	43,977
Inventory of supplies	7,147	(11,841)
Accounts payable	(95,698)	(847,455)
Accrued expenses	125,153	93,168
Deposits	<u>(36,952)</u>	<u>18</u>
Net Cash Used in Operating Activities	<u>(3,788,431)</u>	<u>(2,784,402)</u>
Cash Flows From Investing Activities		
Increase in restricted cash	513,116	(1,332,201)
Purchase of property and equipment	<u>(2,606,295)</u>	<u>(4,848,850)</u>
Net Cash Used in Investing Activities	<u>(2,093,179)</u>	<u>(6,181,051)</u>
Cash Flows From Financing Activities		
Deposits received	208,934	518,856
Entrance fees received	4,638,960	4,630,035
Entrance deposits returned	(341,361)	(252,960)
Proceeds from resident loans	13,888,478	17,080,459
Repayment of resident loans	(13,291,765)	(14,689,296)
Proceeds from term loan	-	10,000,000
Repayment of term loan	(1,225,628)	(1,216,666)
Deferred financing costs	<u>-</u>	<u>(1,059,383)</u>
Net Cash Provided by Financing Activities	<u>3,877,618</u>	<u>15,011,045</u>
Increase in Cash	(2,003,992)	6,045,592
Cash, Beginning of Year	<u>11,403,119</u>	<u>5,357,527</u>
Cash, End of Year	<u>\$ 9,399,127</u>	<u>\$ 11,403,119</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 1 - ORGANIZATION AND RELATED MATTERS

Redding Life Care, LLC (a limited liability company d/b/a Meadow Ridge) (Company) was organized to develop and operate a continuing care retirement community in Redding, Connecticut. The community provides independent living apartments, assisted living apartments, and a skilled nursing facility. The Company has a contract with a third-party management company to manage the retirement community.

The members are not liable for any obligations of Redding Life Care, LLC, except as disclosed in Note 4. Differences in members' status are for management and profit and loss allocation purposes only.

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Cash

The Company considers all temporary cash investments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company provides for losses on accounts receivable using the allowance method. The allowance is based on a review of the current status of existing receivables, historical collection experience, third party contracts, and other circumstances, which may affect the ability of residents to meet their obligations. It is the Company's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. The allowance at December 31, 2018 and 2017 was \$118,496 and \$82,497, respectively.

Notes Receivable Residents

Notes receivable from residents consist of short-term receivables from residents related to payment of the final installment of their admission payment. Often, there is a timing difference from when the sale of the prospective resident's home will be finalized and the due date of the final installment on their admission payment. In these cases, a short-term promissory note is issued to the resident, typically for 30 to 90 days. If the resident pays the note by the agreed upon due date, no interest is charged. For the years ended December 31, 2018 and 2017, all promissory notes were collected when due. Notes receivable from residents at December 31, 2018 and 2017 were \$2,426,076 and \$1,360,960, respectively.

Advertising

The Company expenses all advertising costs when incurred. Advertising expense for the years ended December 31, 2018 and 2017 was \$596,140 and \$550,000, respectively, and has been included in general and administrative expenses.

Inventory of Supplies

Inventory of supplies consists of various food and related supplies and is stated at the lower of cost or market using the first-in, first-out (FIFO) method.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method based on the following estimated useful lives:

	<u>Years</u>
Buildings	15 - 40
Land improvements	20
Furniture and equipment	3 - 10
Vehicles	5

When assets are disposed of, the asset and related accumulated depreciation are eliminated from the accounts, and any resulting gain or loss is reflected in the statements of operations and members' deficit.

Advance Deposits and Entrance Fees

After approval into the community, prospective residents wanting to reserve an independent living apartment must make an advanced deposit equal to 10% of the admissions payment. This deposit is held in the Entrance Deposit Escrow account until various statutory requirements are met and is applied to the Entrance Fee due at the time of closing. Residents may select between two types of residency contracts, one with a specified percentage of the entrance payment refundable upon termination, or one with the refundable percentage of the entrance payment decreasing over time.

The non-refundable portion of entrance fees paid by residents upon entering into a continuing care contract are recorded as deferred revenue. Income is recognized on a straight-line basis over the estimated remaining life expectancy of each resident. For the years ended December 31, 2018 and 2017, gross amortization of revenue was \$4,821,518 and \$4,925,281, respectively

Resident Loans Payable

Upon occupancy of the independent living apartments, residents can choose between two type of residency contracts. Under the first, residents loan the Company an amount ranging from 50% to 80% of their total admission payment. These loans are secured by a subordinate mortgage on the property held by a trustee for the benefit of all the residents. This mortgage is subordinated to the Company's term loans and any other related obligations. In addition, a member of the Company has guaranteed a portion of these resident loans under certain conditions. Upon termination of the residency agreement, the loans become payable on the earlier of 90 days after the date the apartment is reoccupied, or up to 36 months after release of the apartment by the resident. If the apartment has been previously released in connection with admittance to the health center or an assisted living apartment and a new admission payment has been received from re-occupancy of the apartment, the loan is payable six months after the date the resident moves out of the health center or assisted living apartment. If not repaid sooner, the loan is due and payable 30 years from the inception date of the residency agreement, the first of which would be in 2031. Under the second type of residency contract the refundable portion of the entrance payment is eliminated over time.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Resident Loans Payable – (Continued)

Certain residents have entered into agreements with the Company which allows them to offset their monthly charges against their resident loan due to certain circumstances; others who have vacated the facility have authorized the Company to withhold their amounts due to the Company for services from their resident loan. At December 31, 2018 and 2017, the noncurrent portion of resident loans payable has been reduced by \$1,429,725 and \$1,133,881, respectively.

Future Service Obligation

Annually, the Company calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, a liability for the obligation to provide future services is recorded with a corresponding charge to income. The Company has concluded that there is no liability as of December 31, 2018 and 2017 using a discount rate of 3.03% and 2.64%, respectively

Independent and Assisted Living Services Revenue

Independent living services revenue is generated from fees that residents pay for their monthly occupancy and are recorded in the period of the related occupancy. Ancillary fees, including billable services such as medical care, maintenance and housekeeping, and sales in the dining areas and convenience stores, are recorded in the period which the related services are rendered.

Health Center Service Revenue

Health center service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered. Revenues from Medicare accounted for approximately 53% and 42%, respectively, of the Company's net health center revenues for the years ended December 31, 2018 and 2017.

Revenue under third-party payer agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payer settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement.

Laws and regulations governing the Medicare program are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries are outstanding, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare program.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents, accounts and notes receivable, accounts payable, other accrued expenses, loans payable to residents, notes payable to banks and financing companies. The carrying amount of these financial instruments approximates fair value.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2018 AND 2017

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Income Taxes

Redding Life Care, LLC is classified as a partnership for income tax purposes. Accordingly, income or loss from the Company is reported by the members on their individual income tax returns, and no provision for income taxes is required in the financial statements. The federal and state income tax returns for the Company are subject to examination by the Internal Revenue Service and state taxing authorities, generally for three years after they were filed.

Debt Issuance Costs

Debt issuance costs are amortized over the life of the related financing using the straight-line method. Accounting principles generally accepted in the United States of America require that the effective interest method be used to amortize debt issuance costs; however, the effect of using the straight-line method is not materially different from the results that would be obtained under the effective interest method. Amortization of the debt issuance costs are reported in the statement of loss.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 3 - RESTRICTED CASH

Restricted cash consists of the following:

	December 31,	
	<u>2018</u>	<u>2017</u>
Debt service and operating reserve	\$ 5,119,130	\$ 5,098,695
Reserve for repair and replacement	529,263	361,263
Entrance deposit escrow	1,125,707	1,842,495
Reserve for patient care	516,795	516,528
Real estate taxes and insurance escrow	<u>1,297,057</u>	<u>1,282,087</u>
	<u>\$ 8,587,952</u>	<u>\$ 9,101,068</u>

Debt Service and Operating Reserve

The Connecticut Department of Social Services requires the Company to maintain a reserve account sufficient to cover one month's operating expenses and a portion of the principal and interest due on the Company's long-term debt.

Reserve for Repair and Replacement

The Company has established a Reserve for Repair and Replacement. These funds can be used for repairs, replacements, and capital improvements to the community.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 3 - RESTRICTED CASH – (CONTINUED)

Entrance Deposit Escrow

The Company maintains an entrance deposit escrow as required by the Connecticut Department of Social Services. This account holds entrance deposits made by prospective residents until various statutory requirements have been met.

Reserve for Patient Care

The Company maintains a reserve for patient care as required by the Connecticut Department of Social Services. This reserve is available to residents to cover non-current expenses for the continuum of care which may not be covered by residents' assets, income, or insurance.

Real Estate Tax and Insurance Escrow

The Company has established a reserve for the payment of real estate taxes and casualty insurance on the Company's current property as required under the Term Loans (see Note 4).

NOTE 4 - TERM LOANS

On February 14, 2017, the Company secured a three-year \$10,000,000 term loan secured by the Company's assets (Junior Term Loan). Interest on the term loan is at an annual interest rate of 10%. Beginning on April 1, 2017, the Company was required to make monthly payments of interest only on the outstanding principle balance of the loan amount through the maturity date. On May 22, 2019 the Company amended the maturity date of the term loan so that the entire outstanding balance of the note is due and payable on November 30, 2020. Certain members of the Company have guaranteed a portion of the payment of the term loan under certain conditions. The loan is subordinate to the term loan discussed below and senior to the related party loan discussed in Note 8.

The Company has a \$78,000,000 term loan (Senior Term Loan). Interest on the term loan is at LIBOR plus 3.75%, but not less than 5.80%. Outstanding principal is calculated using a thirty-year amortization schedule and an interest rate constant of 7%. On February 14, 2017 the term loan was amended so that if the Junior Term Loan's maturity date was extended, under certain conditions, the Senior Term Loan's maturity date would be automatically extended the same number of days. With the amended maturity date described above, meeting these conditions, the Senior Term Loan's maturity date has been extended from November 15, 2019 to August 31, 2020, where all amounts of principal and interest are then due. The term loan is secured by a mortgage on the real and personal property of the Company and various assignments executed in connection with the mortgage. Certain members of the Company have guaranteed the payment of a portion of the term loan under certain conditions.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 4 - TERM LOANS – (CONTINUED)

Term loans payable at December 31, 2018 and 2017 consisted of the following:

Term loans payable to financial institution	\$ 80,780,510	\$ 82,006,138
Less: unamortized debt issuance costs	<u>1,092,092</u>	<u>1,811,673</u>
Term loans payable, less: unamortized debt issuance costs	79,688,418	80,194,465
Less: current portion	<u>1,314,229</u>	<u>1,225,628</u>
Total term loans payable, less: current portion	<u>\$ 78,374,189</u>	<u>\$ 78,968,837</u>

Aggregate principal payments of the term loans are as follows:

Year Ending <u>December 31,</u>	
2019	\$ 1,314,229
2020	<u>79,466,281</u>
	<u>\$ 80,780,510</u>

NOTE 5 - OPERATING LEASES

The Company leases medical equipment, office equipment, and vehicles under non-cancelable operating leases which expire at various times through 2022. Rental expense was \$73,699 and \$49,483 for the years ended December 31, 2018 and 2017, respectively.

The future minimum payments under operating leases are:

Year Ending <u>December 31,</u>	
2019	\$ 26,916
2020	23,412
2021	20,748
2022	<u>11,326</u>
	<u>\$ 82,402</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 6 - CONCENTRATION OF CREDIT RISK

The Company maintains its cash and cash equivalents at various financial institutions. The balances held in these accounts at December 31, 2018 and 2017 exceeded the insured amounts by \$17,922,577 and \$20,228,713, respectively.

Receivables from residents, patients, and third-party payers are as follows:

	December 31,	
	<u>2018</u>	<u>2017</u>
Private pay - independent living	18%	21%
Private pay - assisted living and health center	20%	23%
Medicare	48%	45%
Third-party insurance and other	<u>14%</u>	<u>11%</u>
	<u>100%</u>	<u>100%</u>

The Company provides health care services to its patients and generally does not require collateral or other security in providing these services; however, they do routinely obtain assignment of patients' benefits payable under their individual health care insurance programs, plans or policies.

NOTE 7 - MANAGEMENT AGREEMENTS

The Company has a contract with an unrelated management company to provide management services and administrative support under an agreement through January 31, 2022. The agreement provides for the payment of certain direct expenses, a management fee based on 4% of operating revenue subject to a cap, and a performance incentive fee based on community operating results.

NOTE 8 - RELATED PARTY TRANSACTIONS

The Company has agreed to pay its manager, an affiliate with common members, a monthly management fee for administrative services plus reimbursement of costs and expenses associated with any employees of the manager. For the years ended December 31, 2018 and 2017, the Company incurred management fees of \$120,000 and expenses of \$180,000, respectively. Amounts included in accounts payable at December 31, 2018 and 2017 were \$575,563 and \$410,563, respectively.

The Company is also reimbursed for services provided to its manager by certain employees. The amount receivable at December 31, 2018 and 2017 was \$89,886 and \$0, respectively.

In 2016, the Company obtained a total of \$2,500,000 of financing from a related party at an annual interest rate equal to the Federal Funds Rate plus 2.0% (the Company and the lender have members in common). The loans are due and payable on the ninety-first day following the maturity date of the term notes (see Note 4); principal and interest are not due until maturity. As of December 31, 2018 and 2017, accrued interest on the loans was \$161,692 and \$99,965, respectively.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 9 - PROFIT SHARING PLAN

The Company maintains a salary reduction/profit-sharing plan (Plan) under the provisions of Section 401(k) of the Internal Revenue Code. The Plan covers substantially all full-time employees who have completed one year of service and attained age 21. Contributions to the Plan by the Company equal 50% of the salary reduction elected by each employee, up to a maximum reduction of 6% of annual salary. Employer contributions to the Plan for 2018 and 2017 were \$106,692 and \$94,910, respectively.

NOTE 10 - CONTINGENCIES

The Company purchases professional and general liability insurance to cover medical malpractice claims as well as general liability claims. Management believes the insurance coverage is sufficient to cover the ultimate settlement costs of asserted claims as well as any unasserted claims arising from services provided and general liability claims known or unknown against the Company.

NOTE 11 - SUPPLEMENTAL CASH FLOW INFORMATION

	Year Ended December 31,	
	<u>2018</u>	<u>2017</u>
Interest paid	\$ <u>5,709,851</u>	\$ <u>4,857,438</u>
Supplemental disclosures of non-cash investing and financing activities:		
Purchase of assets included in accounts payable	\$ <u>196,379</u>	\$ <u>196,702</u>
Accounts receivable offsetting entrance fees	\$ <u>426,718</u>	\$ <u>121,048</u>
Admissions payments financed via notes receivable	\$ <u>2,001,116</u>	\$ <u>1,360,960</u>
Prior year deposits applied to nonrefundable entrance fees	\$ <u>287,612</u>	\$ <u>119,140</u>

NOTE 12 - SUBSEQUENT EVENTS

Other than the amendment to the Junior Term Loan, described in Note 4, the Company did not have any subsequent events through June 3, 2019 which is the date the financial statements were available to be issued.

EXHIBIT H

Statements from Escrow Agents

EXHIBIT F

Entrance Fee Escrow Agreement



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GLOBAL CORPORATE TRUST SERVICES

P.O. Box 960778
Boston, MA 02196-0778

STATEMENT OF ESCROW AGENT

The undersigned hereby represents that Redding Life Care, LLC has established and does maintain the following escrow accounts with US Bank, National Association.

- Entrance Fee Escrow Account (Account# 9572830005)

Escrow Agent: US Bank, National Association

Signature

Vice President

Title

5/16/2019

Date

NOTARY:

State of Massachusetts)

County of Suffolk) SS:

On this 16th day of May, 2019, personally appeared David Doucette, as an officer of US Bank, National Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public

Date Commission Expires: 8/20/2021

Printed Name of Notary Public

(Notary Seal or Stamp)

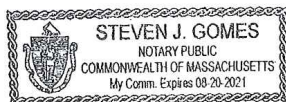


EXHIBIT G (1/2)

Operating/Debt Reserve Escrow Agreement



Capital One N.A.
Capital One Healthcare
299 Park Avenue, 32nd floor
New York, NY 10171

STATEMENT OF ESCROW AGENT

The undersigned hereby represents that Redding Life Care, LLC has established and does maintain the following escrow accounts (account #7528420146) with Capital One, National Association.

- Operating Reserve Escrow
- Debt Service Reserve Escrow

Escrow Agent: Capital One, National Association

Chris Bothwell

 Signature
 Treasury Management Consultant
 Title
 5/20/19
 Date

NOTARY:

State of New Jersey)
 County of Essex) SS:

On this 20th day of May, 2019, personally appeared Chris Bothwell, as an officer of US Bank, National Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Janel Kho

 Signature of Notary Public
 Date Commission
 Janel Kho
 Printed Name of Notary Public

Expires: 10/09/2022

(Notary Seal or Stamp)

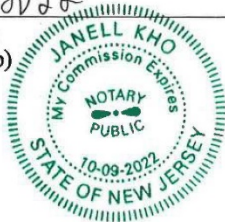


EXHIBIT I

Current Fee Schedules

RATE SCHEDULE

January 1, 2019

ADMISSION PAYMENTS – 80% ROC PLAN

A1	AVON	One Bedroom	\$555,200
A	ESSEX	One Bedroom	\$641,900
A2	FAIRFELD	One Bedroom with Den	\$722,000
B	GREENWICH	Two Bedroom	\$741,900
C	SAUGATUCK	Two Bedroom with Den	\$876,000
D	WINDSOR	Two Bedroom Deluxe	\$1,475,300

Second Person Admission Fee \$35,000

ADMISSION PAYMENTS – 50% ROC PLAN

A1	AVON	One Bedroom	\$471,900
A	ESSEX	One Bedroom	\$545,600
A2	FAIRFELD	One Bedroom with Den	\$613,700
B	GREENWICH	Two Bedroom	\$630,600
C	SAUGATUCK	Two Bedroom with Den	\$744,600
D	WINDSOR	Two Bedroom Deluxe	\$1,254,000

Second Person Admission Fee \$35,000

ADMISSION PAYMENTS – Declining Refund

A1	AVON	One Bedroom	\$388,640
A	ESSEX	One Bedroom	\$449,300
A2	FAIRFELD	One Bedroom with Den	\$505,400
B	GREENWICH	Two Bedroom	\$519,300
C	SAUGATUCK	Two Bedroom with Den	\$613,200
D	WINDSOR	Two Bedroom Deluxe	\$1,032,700

Second Person Admission Fee \$35,000

Meadow Ridge reserves the right to offer new prospective residents alternative forms of residency agreements from time to time.

January 1, 2019

MONTHLY FEES

A1	AVON	One Bedroom	\$4818
A	ESSEX	One Bedroom	\$5377
A2	FAIRFELD	One Bedroom with Den	\$5888
B	GREENWICH	Two Bedroom	\$6329
C	SAUGATUCK	Two Bedroom with Den	\$7275
D	WINDSOR	Two Bedroom Deluxe	\$9055
Second Person Monthly Fee			\$2,024
Owner's Supervision Fee			\$90

Note: There is a one-time Capital Improvements Fee of \$6,000



Please Initial Receipt of Ancillary Charges _____

ANCILLARY CHARGES
JANUARY 1, 2019 TO DECEMBER 31, 2019

SERVICE	CHARGE
GUEST SERVICES	
King Room	\$148.00* per night – King size bed \$25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$175.00* per night – 2 Double beds \$275.00* per night – sleeps 6 \$317.00* per night – sleeps 8-10 \$40.00 cancellation fee if less than 24 hours' notice
Late Check-Out Fee (until 3:00 p.m.)	\$40.00
Cot Rental	\$30.00 per cot/per night
	*includes 15% CT Room Tax

MEALS	
Guest Meals	\$18.00 when using meal credit \$26.50 without using meal credit
Children's Meals (10 years and under)	\$12.00 per meal
Sunday Brunch	\$23.50 when using meal credit \$32.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Mother's Day, Father's Day, Thanksgiving & Christmas	\$38.00 meal credits may not be used
Memorial Day, July 4 th , Labor Day	\$27.00 meal credits may not be used
Meal Delivery Charges	\$5.00
Resident Meal (Additional)	\$18.00
Absence Meal Credit	\$6.65
Catering Charges	\$ Market Rate

SECURITY	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$13.00 per key
Replacement Mailbox Key	\$ 5.00 per key
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$13.00
Additional Personal Help Button (PHB)	\$120.00

ANCILLARY CHARGES
JANUARY 1, 2019 TO DECEMBER 31, 2019

SERVICE	CHARGE
RIDGE CREST, HEALTH CENTER	
Private Room Differential	\$125.00 per day
Life Care Additional Meals	\$ 36.00 per day (Health Center & Assisted Living)

Other specialized equipment as medically necessary will be charged per current vendor pricing.
 Please see *Health Center Ancillary Charge document for details.*

HOUSEKEEPING & MAINTENANCE SERVICES	
Additional Housekeeping Services	\$ 28.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Biohazard Fee (Biological clean up)	\$50.00
Additional maintenance services: (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 40.00 per hour (plus supplies where applicable)
Box Spring & Mattress Removal	Per Moving Company Rates
Stuffed Chair or Dresser Removal	Per Moving Company Rates
Couch/love Seat Removal	Per Moving Company Rates
Mixed trash Removal	\$65.00
Installation of new lock and key	(per maintenance)

For additional housekeeping services including Fluff & Fold contact 504.

ANCILLARY CHARGES

JANUARY 1, 2019 TO DECEMBER 31, 2019

TRANSPORTATION	
Personal Transportation (Between 8:00 am & 4:30 pm. Additional fees may apply.)	
Personal trips on the weekend: 2-hour minimum applies	
By car	\$ 32.00* per hour (plus .58 cents per mile**)
By W/C Van or Bus	\$ 35.00* per hour (plus .58 cents per mile**)
After Hours wheelchair van (2-hour minimum)	\$70.00 per hour (plus .58 cents per mile**)
Activity Bus Transportation	<i>(determined by Resident Life Director)</i>
Coach Bus	<i>(determined by Resident Life Director)</i> <i>Based on Trip Destination</i>
Event Bus Reservations	\$ 150.00 first 2 hours; \$31.00/hour thereafter
After-hour Branchville Rail Station Pick up	\$ 60.00 one way

* Holiday rate is \$50.00 per hour

** The per mile fee fluctuates with current IRS guidelines

We are pleased to provide complimentary transportation to medical appointments as outlined in the Transportation Policy with a 48-hour advance notification. As a courtesy to other residents, residents are asked to provide a 24-hour advance notification for canceled appointments and to schedule their appointments in accordance with the North-South schedule to avoid a \$20.00 fee. Transportation outside the scheduled radius is also available. Kindly call 203-544-1222 to speak with the Transportation Department.

OFFICE SERVICES	
Copier/Printing	\$.15 per page (black and white)
Color Printouts	\$.50 per page
Fax (incoming and outgoing)	\$.50 per page (cover page no charge)
Business Envelope	\$.50 each
Large Envelope – 8.5" x 11"	\$ 1.00 each
IT Services (Computer hardware/software installation, repair or software training)	\$ 35.00 for 1 st half hour (with appointment) \$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type OR \$ 14.00 Magnet Type
Replacement Name Badge Magnet or Pin	\$3.00
Notary Services, appointment required	\$5.00
Laminating	\$ 2.00 per page
Shredding Services	\$ 1.30 per pound
Typing Services	\$ 32.00 per hour (\$16.00 per half hour)
Postage	\$ <i>as metered</i>
Garage Rental	\$ 170.00 per month
Resident Payment Late Fee	\$ <i>as per stated in contract</i>
Personal Assistant Services such as accompanying residents to medical appointments and pickups, shopping trips and other transports, dog walking, cat and dog sitting, bill paying, and other special services as needed.	\$ 28.00 per hour

ANCILLARY CHARGES

JANUARY 1, 2019 TO DECEMBER 31, 2019

SERVICES PROVIDED UNDER THE ASSISTED LIVING SERVICES AGENCY (ALSA) LICENSE

Through the ALSA license, Meadow Ridge is able to offer the services of either a licensed practical nurse (LPN) or a registered nurse (RN) or the services of a nurse's aide in an apartment in independent living or assisted living.

Before any services can be delivered, the resident must be admitted to ALSA services. Services are for the assistance and support of a resident whose condition is determined to be chronic and stable.

Determination is made by the Supervisor, SALSAs. Conditions requiring more than the services available to a chronic and stable patient are referred to primary care and or a home health agency or Ridge Crest at Meadow Ridge

		Fees:
Nurse	Nursing services are charged at \$64 per 30 minutes, no less than a 30-minute charge per visit. No more than 3 hrs. per day, not all on one shift, maximum of 6 visits per day at 30 minutes per visit.	\$64.00
Aide	Aide services are charged at \$18.00 per 30 minutes, no less than a 30-minute charge per visit. No more than 3 hrs. per day, not all on one shift, maximum of 6 visits per day at 30 minutes per visit	\$18.00

A LA CARTE

A La Carte services are provided under the ALSA license. Visits are scheduled through the RHS office 24 hours in advance.

Services of hands on, or personal care, require the resident to be admitted to ALSA before services are provided. To be admitted to ALSA, services please schedule an appointment with the Supervisor, ALSA by calling 203.544.1000 Ext. 463.

		Fees:
Nurse	One-time fee to initiate services	\$75.00
Nurse	Nursing Visit	\$64.00 /per 30 minutes
RD	Registered Dietician Assessment and Consultation	\$75.00 /per hour
Aide	Certified Nurses Aid Visit (no personal care)	\$18.00 /per 30 minutes
Aide	CNA Safety check	\$15.00 /per one visit
Aide	CNA Wheelchair Escorts, scheduled monthly, per day for a round trip escort, per one escort	\$20.00

SAFETY CHECKS:

		Daily	Wkly	Mthly
Aide	Aide Visit x1 per night	\$15.00	\$105.00	\$455.00
Aide	Aide Visit x2 per night	\$30.00	\$210.00	\$910.00
Aide	Aide Visit x3 per night	\$45.00	\$315.00	\$1,365.00
Aide	Aide Visit x4 per night	\$60.00	\$420.00	\$1,820.00

WHEELCHAIR ESCORTS:

		Daily	Wkly	Mthly
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x1	N/A	N/A	\$456.25
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x2	N/A	N/A	\$912.50
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x3	N/A	N/A	\$2,737.50

MEDICATION MANAGEMENT:

Medication management is provided per your physician's order.
 The services provided must match the physician's order for the administration of the medication.

		Daily	Wkly	Mthly
Nurse	Med Mngt: RN/LPN set up \$64 x 3.5 (hrs.)	N/A	N/A	\$224.00
Nurse	Med Mngt: RN/LPN set up x1 \$64 + x1 Daily Aide x7 queue \$18.00 per 30 minutes	N/A	N/A	\$520.25
Nurse	Med Mngt: RN/LPN set up x1 \$64 + x2 Daily Aide x7 queue \$18.00 per 30 minutes	N/A	N/A	\$1,040.50
Nurse	Med Mngt: RN/LPN set up x1 \$64 + x2 Daily Aide x7 queue \$18.00 per 30 minutes	N/A	N/A	\$1,560.75

PERSONAL CARE:

The services provided as Personal Care are done so on a prepackaged basis.
 A resident can purchase a package, not use the entire number of services provided and the price of the package remains the same.

		Daily	Wkly	Mthly
Aide	Aide services are charged at \$18.00 per 30 minutes x1 daily	\$18.00	\$126.00	\$547.50
Aide	Aide services are charged at \$18.00 per 30 minutes, x2 daily	\$36.00	\$252.00	\$1,095.00
Aide	Aide services are charged at \$18.00 per 30 minutes, x3 daily	\$54.00	\$378.00	\$1,642.50
Aide	Aide services are charged at \$18.00 per 30 minutes, x4 daily	\$72.00	\$504.00	\$2,190.00
Aide	Aide services are charged at \$18.00 per 30 minutes, x5 daily	\$90.00	\$630.00	\$2,737.50
Aide	Aide services are charged at \$18.00 per 30 minutes, x6 daily	\$108.00	\$756.00	\$3,285.00

MEDICATION ADMINISTRATION:

Medication administration is provided per your physician's order.
 The services provided must match the physician's order for the administration of the medication.

		Daily	Wkly	Mthly
Nurse	Medication admin. scheduled appt. in RHS office 15 min. minimum	\$32.00	\$224.00	\$973.33
Nurse	Medication admin X1 daily in Resident's Apt.	\$64.00	\$448.00	\$1,946.67
Nurse	Medication admin X2 daily in Resident's Apt.	\$128.00	\$896.00	\$3,893.33
Nurse	Medication admin X3 daily in Resident's Apt.	\$192.00	\$1,344.00	\$5,840.00