



Mystic, Connecticut

THIS FACILITY, LIKE ALL OTHER CONTINUING CARE FACILITIES IN THE STATE OF CONNECTICUT, IS SUBJECT TO CHAPTER 319HH, CONNECTICUT GENERAL STATUTES, CONCERNING MANAGEMENT OF CONTINUING CARE FACILITIES. REGISTRATION UNDER THE LAW DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT OF THE FACILITY BY THE DEPARTMENT OF SOCIAL SERVICES OR THE STATE OF CONNECTICUT, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN THIS DISCLOSURE STATEMENT.

DISCLOSURE STATEMENT

MAY 2022

Equal Housing Opportunity

TABLE OF CONTENTS

INTRODUCTION.....	1
I. THE PEOPLE	2
StoneRidge Senior Care, LLC	3
Residents Association and Residents Council	4
Life Care Services LLC	4
Executive Director	6
Administrator	6
Director of Operations Management	7
II. THE COMMUNITY.....	8
The Location	9
StoneRidge	9
The Personnel	10
The Services	10
Health Center	11
Contracts and Fees.....	13
III. THE PROPOSAL	14
The <i>ContinuingCare</i> [™] Concept	15
Long-Term Care Insurance	15
The Return-of-Capital [™] Plan	16
Summary of Residency Agreements.....	17
Summary of Traditional Residency Agreement.....	19
Payment of First Person Fee and Second Person Fee.....	19
Payment of Loan	20
Transfer to Another StoneRidge Residence	20
Managed Care	21
Monthly Service Fee	22
Fee Schedules.....	22
Working Capital Account	23
Estate Planning.....	23
IV. FINANCIAL.....	24
Financial Projections	25
Cash Flow Projection (Pro Forma).....	25
Residential Turnover Rates	30
Average Age of Residents.....	30
Number of Health Care Admissions	30
Health Care Utilization Rates	30
Days of Care	31
Number of Permanent Transfers	31
Occupancy Rates	31
Audited Financial Statement	31

	Project Financing	31
	Provider’s Compensation	32
V.	REGULATORY MATTERS	33
	Continuing Care Retirement Community Registration	34
	Assisted Living Services Agency License and Managed Residential Community Registration	34
	Health Center Licensure	34
	Entrance Payment Escrow	34
	Reserve Fund Escrow	35
	Investment Direction	35
	Health Center Reserve	36
	Medical Expense Deductions	36
	Tax Discussion	36
	Judicial Proceedings	36
VI.	EXHIBITS	37
A.	Senior Living Communities Managed by Life Care Services LLC	
B.	Description of the Services and Commonly Discussed Topics	
C.	Residency Agreements	
D.	Audited Financial Statement	
E.	Statement from Escrow Agent	
F.	Historic Entrance Payments	
G.	Current Fee Schedules	

INDEX

**STONERIDGE
NOTICE TO PROSPECTIVE RESIDENT**

In accordance with Section 17b-522 of the Connecticut General Statutes, this Notice to Prospective Resident is required to be given to a prospective resident or his or her legal representative as set forth below.

Prior to the earlier of (a) the execution of a contract to provide continuing care or (b) the transfer of any money or other property to StoneRidge by or on behalf of the prospective resident, StoneRidge is required to provide the following notice:

- ii. A continuing-care contract is a financial investment and your investment may be at risk.
- ii. Our ability to meet our contractual obligations under such contract depends upon our financial performance.
- iii. You are advised to consult an attorney or other professional experienced in matters relating to investments in continuing-care facilities before you execute a contract for continuing care.
- iv. The Connecticut Department of Social Services does not guarantee the security of your investment.

Acknowledgment: I, or my legal representative, have received and reviewed a copy of the above Notice to Prospective Resident, the Disclosure Statement and a copy of the continuing-care contract prior to entering into a continuing-care contract or the transfer of any money or other property to StoneRidge.

Signature of Prospective Resident

Date

Signature of Prospective Resident, if two

Date

STONERIDGE
ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE STATEMENT

In accordance with Section 17b-522 of the Connecticut General Statutes, this Acknowledgment of Receipt of Disclosure Statement is required to be given to a prospective resident or his or her legal representative as set forth below.

StoneRidge is required to deliver to a prospective resident or his or her legal representative a current Disclosure Statement not more than 60 days or less than 10 days before the execution of a continuing care contract or the transfer of any money or other property to StoneRidge by or on behalf of the prospective resident.

Acknowledgment:

_____ I, or my legal representative, have received and reviewed a revised and up-to-date Disclosure Statement in that there have been revisions to the original Disclosure Statement I, or my legal representative, received and reviewed.

OR

_____ I, or my legal representative, have not received a revised and up-to-date Disclosure Statement in that there have been no revisions to the original Disclosure Statement I, or my legal representative, received and reviewed.

Signature of Prospective Resident Date

Signature of Prospective Resident, if two Date

INTRODUCTION

We are pleased you have expressed an interest in StoneRidge. We are very proud of our senior living community and appreciate the opportunity to tell you more about it. We are convinced that the more you learn about StoneRidge, the more comfortable you will be in deciding to make it your future home.

StoneRidge brings to Residents of a qualifying age a way of living known as "*ContinuingCare*[™]." This concept provides services that offer Residents the opportunity to pursue their personal interests. *ContinuingCare* communities, such as StoneRidge, encompass these important components: a private Residence, a wide array of personal services, and the security of access to on-site licensed assisted living services, memory care, rehabilitative care and nursing care (hereafter also collectively known as "Health Center Care Services") in the Health Center, all combined within a sound financial plan. StoneRidge Senior Care, LLC ("we," "our," or "the Provider") is a Delaware limited liability company, qualified to do business in Connecticut and conducts business as StoneRidge. As the Provider, we are committed to operating a quality senior living community which is financially sound and genuinely responsive to Resident desires and needs.

One of the purposes of this Disclosure Statement is to explain to prospective Residents, their families, and their advisors who and what is involved in the operation of StoneRidge. This Disclosure Statement was prepared on the basis of information available at the time of its publication and includes assumptions which were believed to be realistic as of that date. Such information and assumptions are, of course, subject to change, particularly in the areas of economics and design. StoneRidge can be significantly affected by changes in inflation and interest rates even though our projections are conservative and are formulated to take into account those influences. Because of these and other influences, future changes may be necessary, and we reserve the right to make those changes in the operation of StoneRidge.

Although we have prepared this Disclosure Statement carefully and have tried to use nontechnical language, it is possible that there may be some differences between the text of this Disclosure Statement and the language of the Residency Agreement or other documents which are summarized herein. Copies of the actual documents should be inspected to fully understand all of their terms and provisions. In the event of any differences, the provisions of the language of the Residency Agreement or other documents which are summarized herein shall govern. Capitalized terms used herein shall have the same meaning as given them in the Residency Agreement.

We are pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, creed, ancestry, sexual orientation, marital status, learning disability, physical or mental disability, or the lawful source of Resident's income (e.g., social security, alimony, public or general assistance).

I. THE PEOPLE

STONERIDGE SENIOR CARE, LLC

The Provider is a Delaware limited liability company organized for the purpose of operating a *ContinuingCare* senior living community that conducts business as StoneRidge. Its address is 1000 Legion Place, Suite 1600, Orlando, FL 32801. The member of the Provider ("Member") is Mystic CT Senior Holdings, LLC, a Delaware limited liability company, which is a wholly owned subsidiary of ROC-LCS JV1, LLC. Members of ROC-LCS JV1, LLC consist of LCS Milwaukee I LLC, an Iowa limited liability company and ROC Seniors Housing Holdings II, LLC, a Delaware limited liability company. LCS Milwaukee I LLC is a wholly-owned subsidiary of Life Care Services Communities LLC, which in turn, is a wholly-owned subsidiary of Life Care Companies LLC, an Iowa limited liability company. The Provider is not affiliated with any religious, charitable, or nonprofit corporation or entity.

The Managers of ROC Seniors Housing Holdings II, LLC, the managing member of ROC-LCS JV1, LLC are:

Dean Allara, 1000 Legion Place, Suite 1600, Orlando, FL 32801
Blake H. Peeper, 1000 Legion Place, Suite 1600, Orlando, FL 32801
Phillip M. Anderson, 1000 Legion Place, Suite 1600, Orlando, FL 32801
Robert W. Chapin, Jr., 1000 Legion Place, Suite 1600, Orlando, FL 32801
Jonathan P. Slager, 1000 Legion Place, Suite 1600, Orlando, FL 32801

The Provider has the overall responsibility for StoneRidge. Before the Provider undertook the sponsorship of StoneRidge, a complete program was developed which included preliminary plans, budgets for capital costs, planned financing, and projected operating income and expenses. Local and state ordinances were investigated to be certain that the proposed *ContinuingCare* community would comply with applicable laws. Some of its primary duties include the approval of building design, capital expenditures, and operating budgets. The Provider reviews annually the insurance coverages on StoneRidge's property and personnel. Operational policies for StoneRidge and criteria for residency are subject to approval and periodic review by the Member. The Provider will also adopt and approve personnel policies for employees and other policies and rules required for operation of StoneRidge. The Provider will monitor compliance with the budget and the performance of StoneRidge and its management. These activities will be carried out by means of reports, studies, and on-site inspections.

None of the persons described herein have been convicted of a felony or pled nolo contedere to a felony charge, held liable or enjoined in a civil action by final judgment, or are subject to a currently effective injunction or restrictive or remedial order of a court of record, within the past five years, nor has any individual had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, rising out of or relating to business activity or health care, including, but not limited to, actions affecting the operation of a foster care facility, nursing home, retirement home, residential care home, or any facility subject to sections 17b-520 to 17b-535, inclusive, or a similar statute in another state or country.

The Provider is solely responsible for its obligations, including its obligations under the Residency Agreement. No other person or entity referred to herein has assumed any

financial responsibility for the fulfillment of the Provider's agreements, except as otherwise expressly stated.

RESIDENTS' ASSOCIATION AND RESIDENTS' COUNCIL

Membership in the Residents' Association is open to all Residents of StoneRidge. The Residents' Association nominates and elects certain Residents to become members of the Residents' Council. The Residents' Council usually meets monthly with administration. The Residents' Council and its various committees is advisory in nature and is intended to consolidate majority opinion, and advise on general interest topics related to the quality of life at StoneRidge which are presented to the Provider for consideration and action. At least twice a year, the Provider will meet with the Residents. The Provider retains full decision-making authority for the operation of StoneRidge.

LIFE CARE SERVICES LLC

The Provider has retained Life Care Services LLC ("Life Care Services") to manage the Community. As the nation's second largest operator of senior living communities, Life Care Services serves more than 40,000 seniors in more than 140 communities (see Exhibit A). With nearly 50 years of service, Life Care Services has developed expertise in nearly every facet of senior living management. For more information, visit Life Care Services' website: <https://www.senior-living-management.com/>.

Principal officers of Life Care Services include Joel Nelson, Diane Bridgewater, Chris Bird, Rick Exline, Jason Victor, and Jill Sorenson.

Joel Nelson: As President and Chief Executive Officer of Life Care Services, Joel Nelson is responsible for executing the business strategy across all business lines in the LCS Family of Companies. He provides leadership and direction for business growth, service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field. Joel joined Life Care Services in 1986 and has held several executive roles. He is responsible for the oversight of serving more than 40,000 seniors in 140+ communities.

Joel serves on the Board of Directors of LCS Holding Company, LLC, is a member of the compensation committee and is a trustee of the Company's 401(k) benefits program. He also has served on the board audit committee and the insurance captive (Hexagon). Outside LCS, Joel serves on various industry and community boards. Within the industry, Joel is member of the National Investment Center operator advisory board, a member of the Argentum Board of Directors and the co-chair of the public policy committee. Joel is active in the Des Moines community and serves as a trustee for ChildServe and is a member of the Central Iowa United Way Board of Directors. Joel holds a bachelor's degree in business management and health care administration from Simpson College.

Diane Bridgewater: As a high energy, results-driven executive, Diane Bridgewater directs all financial aspects and operating infrastructure at LCS to ensure corporate, field and community

team members have the resources necessary to provide exceptional customer satisfaction to residents. Serving as executive vice president/chief financial and administrative officer at LCS, Diane is responsible for directing all financial and business operations in addition to overseeing the company's insurance business line, information technology, compliance, regulatory and legal matters. In her executive leadership role, Diane helps to drive strategy development and execution resulting in strong financial performance and growth.

At LCS, Diane serves on the Board of Directors of LCS Holding Company, LLC and its audit committee, 401(k) administrative committee, investment committee, and enterprise risk management committee. Outside the organization, she is a member of Argentum. In addition, Diane sits on the Casey's General Stores board, audit committee, and compensation committee. She is also a member of the board and chair of the audit committee at Guide One Insurance. Diane holds bachelor's degrees in accounting and French from the University of Northern Iowa.

Chris Bird: Capitalizing on his reputation as a change agent, Chris Bird brings his expertise to the communities LCS serves. By leading operations, building community occupancy, fostering capital partner relationships, and developing new business, Chris implements strategies to deliver on the expectations of owners and shareholders. As executive vice president, chief operating officer, Chris oversees Life Care Services, CPS, asset management, procurement, and onboarding operations. His ability to analyze issues, devise continuous process improvements, and incorporate business process initiatives drives performance improvement for the overall operation.

At LCS, Chris mentors future leaders by providing guidance, expertise and resources to develop professional skills in the senior living industry. In addition, he is a member of the Board of Directors of LCS Holding Company, LLC. Chris is a member of the Argentum Advisory Council and the Argentum Chief Operating Officer Roundtable. He holds a bachelor's degree in history from the University of Memphis, Tennessee.

Rick Exline: Serving as executive vice president/senior managing director of Life Plan Communities, Rick Exline leads a team of highly skilled professionals dedicated to elevating senior living experience. With over four decades of knowledge and expertise, Rick oversees the company's Life Plan Community management services, national marketing and sales, and the LCS health care group. Collaborating with the LCS leadership team, Exline identifies growth strategies that maximize market opportunities for single site, affiliated, and third-party managed communities. With a precise focus on performance excellence, Rick's team developed and launched the next generation opportunity platform for third-party managed Life Plan Communities. This innovation transformed the regional operations support model by relocating regional and corporate support staff.

At LCS, Rick serves on the board of managers for Life Care Companies LLC, the board of directors for LCS Holding Company, LLC, and the executive leadership and senior living management teams. Rick is also a trustee for the company's 401(k) benefits program. Outside the organization, Rick serves on the Simpson College Board of Trustees and is a board member for Above & Beyond Cancer. He holds dual bachelor's degrees in business administration and health care leadership.

Jason Victor: Jason Victor is senior vice president, controller and treasurer for LCS. In this role, he provides oversight and direction for the organization's financial matters, ensuring its

consistent and efficient fiscal performance. Jason has responsibility for the organization's corporate accounting, corporate payroll, community payroll, treasury and tax departments. He oversees all aspects of general accounting, cash management, billing and receivables, accounts payable, payroll, consolidations, and financial reporting. In addition, Jason provides oversight and guidance related to audits, internal controls, technical accounting, tax and financial management systems.

At LCS, Jason serves on the insurance captive, Hexagon, board of directors. Jason holds a bachelor's degree in accounting from the University of Northern Iowa. He is a certified public accountant with an active license in the state of Iowa.

Jill Sorenson: Leaning on her expertise to foster and maintain meaningful relationships, Jill Sorenson leads the regional team serving a portfolio of 13 Life Plan communities. Following her passion for serving seniors, Jill's responsibilities have grown during her career at LCS. From roles in accounting, information technology, and corporate resource development to receiving her nursing home administrator license, Jill is committed to serving others. Prior to her current position, Jill provided leadership to 22 Life Plan communities where she was successful in delivering on occupancy goals and achieving 4- and 5-star ratings from the Centers for Medicare and Medicaid Services.

To ensure Life Care Services is serving the customer first and foremost, Jill initiated client satisfaction surveys with client boards and owners to build stronger and more strategic relationships. Outside LCS, Jill has served on the San Diego Region for Aging Services of California and the Aging Services of California Board. She is a frequent presenter at national and state industry conferences on topics affecting the senior living industry. Jill holds a bachelor's in business administration from Simpson College and an MBA from the University of Phoenix.

EXECUTIVE DIRECTOR

Sharron Empson-Hart is the Executive Director for StoneRidge. Sharron brings with her over twenty years of financial, sales, marketing, and senior housing experience. Born and raised in England and educated in France, Sharron attended The University of Sheffield in England, where she earned degrees in business and finance. She relocated to the United States over 23 years ago and now calls Connecticut home. In addition to her background in the financial industry, Sharon has spent the past several years serving as an Executive Director for senior living communities in Florida and most recently in Connecticut. Her experience ranges from Life Plan Communities (CCRC's), independent living, assisted living, memory care and skilled care communities.

ADMINISTRATOR

Amy Welch is the administrator of Avalon Health Care Center at StoneRidge. She is responsible for overseeing operations of both TopSail and The Cottage at Avalon. She obtained her Bachelor of Arts in Psychology at Salve Regina University in Newport, RI and graduate degree in Long Term Care Administration at Quinnipiac University in Hamden, CT. She has been a licensed nursing home administrator since 2010 and is licensed in Massachusetts and Vermont as

well. Prior to Avalon, Amy was the administrator at Apple Rehab Guilford. She joined LCS in 2021.

DIRECTOR OF OPERATIONS MANAGEMENT

Scott Doherty has been a member of the Life Care Services LLC family for over 10 years and has been a health care administrator since 1991. He began his career at Life Care Services as Administrator at Vista Grande Villa in Jackson, Michigan. He was executive director at Westminster Village in Spanish Fort, Alabama from January 2004 until February 2007 before being appointed the executive director at Timber Ridge in Issaquah, Washington. Prior to joining LCS, Mr. Doherty served four years of active duty in the United States Navy. He has also served six years in the Naval Reserves. His four years of active duty included a tour aboard the aircraft carrier USS Theodore Roosevelt. Mr. Doherty earned a bachelor of science degree in health care administration from James Madison University in Harrisonburg, Virginia along with a minor in business management. In January 2013, Mr. Doherty was promoted to director of operation management and became a vice president of Life Care Services in 2014.

II. THE COMMUNITY

THE LOCATION

StoneRidge is located at the southwest corner of Jerry Browne Road and Pequotsepos Road in Mystic, Connecticut.

STONERIDGE

Phase I of StoneRidge consists of 166 Residences, common areas, and a 40-bed Health Center offering nursing care. The common areas include a dining room with a view of the woods; a library; an art studio; a fitness room; a beauty/barber shop; the Jerry Browne Pub; Mariner Grille; a residential health services office; a postal outlet, a meeting room; a computer room; a Resident-run country store; and a private dining room which may be reserved by Residents who wish to entertain a group. Outdoor amenities include a communal garden area, a golf putting green, and a perimeter walking path.

Marketing of Phase II commenced in December 2005, construction commenced in July 2006, and the first move-ins for Phase II occurred in October 2007. Phase II consists of 51 additional Residences and new common spaces including an enclosed swimming pool, dining enhancements, an auditorium, and lounge areas. Phase III marketing commenced in February 2007. Construction of Phase III commenced in April 2007 and the first move-ins for Phase III occurred in August 2008 and memory care in 2009. Phase III consists of 53 additional Residences and a 12 suite memory care cottage. StoneRidge also has the opportunity to construct an additional 20 Health Center beds pursuant to the provisions of its Certificate of Need.

The types of Residences that are available include: one (1) bedroom traditional, one bedroom (1) deluxe, one (1) bedroom with den, one (1) bedroom with den deluxe, two (2) bedroom traditional, two (2) bedroom deluxe, two (2) bedroom corner, two (2) bedroom end, two (2) bedroom with den, two (2) bedroom end with den. All Residences and common areas are connected by common corridors and elevators. This provides the Residents access throughout StoneRidge without going outdoors. All Residences are equipped with safety features such as grab rails in the bathrooms and emergency nurse call signals in the bedrooms and baths, full sprinkler systems, and smoke alarms. Every Residence has complete kitchen facilities with major appliances, central air, and other amenities.

Avalon Health Care Center at StoneRidge ("Health Center") is designed with both private and semiprivate rooms, and includes a large physical/occupational therapy room, arts and crafts therapy area, dining rooms, and lounges. Emphasis in the Health Center is on restorative care in order to return Residents to their Residences.

In addition to convenient access to on-site Health Center Care Services, StoneRidge is designed to create an environment that enriches the lives of the people who live and work there. The design of StoneRidge allows for creative and healthy lifestyle activities in a comfortable environment. However, the Provider reserves the right to modify the services and amenities to better serve StoneRidge Residents if justified by market demands or if design or construction technology advances or alternatives are made available.

THE PERSONNEL

With approval from the Provider, Life Care Services employs the executive director, and administrator of StoneRidge under the terms of its Client Services Agreement. Life Care Services or the Provider will also employ the director of accounting, and the marketing and sales staff at StoneRidge. The Provider employs all other personnel. In the Health Center this includes a director of nursing services, a dietary manager, registered nurses, licensed practical nurses, and nursing paraprofessionals. A medical director (M.D. or D.O.) has been contracted on a consulting basis to direct care in StoneRidge's Health Center. An occupational therapist, a physical therapist, a speech therapist, and a dietician are available on a consulting basis. Other employees of StoneRidge include receptionists, community life services director, a finance manager, maintenance workers, security personnel, residential health services staff, housekeeping staff, kitchen staff, dining room personnel, clerical staff, and transportation personnel.

THE SERVICES

The decision to move into a *ContinuingCare* senior living community demands careful consideration of many factors, including the services to be provided. A description of the services provided by the Provider is attached as Exhibit B to this Disclosure Statement. Briefly, in accordance with the terms of the StoneRidge Residency Agreement, and in addition to providing a Residence and community amenities for lifetime use by the Resident, the Provider provides the following services: (1) maintenance and cleaning of the common areas; (2) weekly flat laundry service; (3) full maintenance inside and out, including provided appliances in each Residence; (4) weekly housekeeping of each Residence; (5) dining services for Residents and their guests; (6) planned activities; (7) security services; (8) scheduled local transportation services; (9) Health Center Care Services; (10) a residential health services program; (11) emergency call monitoring and responses; (12) water, sewer, air conditioning, heating and electricity; (13) standard cable; (14) trash removal; (15) room service for up to 14 days when ordered by the appropriate personnel; and (16) various administrative services. Also, additional services are available to the Residents for an extra charge, as outlined in the Residency Agreement.

The choices at StoneRidge support a healthy way to live. StoneRidge's innovative *HealthyLife™ Services* Program offers an all-encompassing commitment to Resident's healthy lifestyle...including spiritual, physical, emotional, social, environmental, intellectual, vocational and health services. This dynamic principle underscores the nature of StoneRidge's services which are designed to promote personal wellness.

The Provider offers three (3) levels of health services that include: (1) residential health services (home care services); (2) assisted living; (3) memory care; and (4) short- and long-term rehabilitative and nursing care services. As an option, should the Resident not desire to transfer to the Health Center, the Resident may elect to receive in his/her Residence, home care services as long as the Resident's health or safety or that of others is not jeopardized. Such services will be coordinated by StoneRidge's Health & Wellness Navigator. Services provided by StoneRidge Assistance In Living staff or a home care or home health care provider serving the area are at the Resident's expense.

The Health & Wellness Navigator ("Navigator") will assist the Resident in obtaining personal care services from StoneRidge Assistance In Living an outside agency of Resident's choice in accordance with StoneRidge's Personal Service Provider Policy. At the Resident's direction, the Navigator may guide preventative wellness oriented services such as fitness and exercise activities, as well as healthy food choices. Other services may include: wellness screenings such as blood pressure checks, health fairs and life-long learning seminars geared to health and wellness. Should health care needs arise, the Navigator may support Residents with health and medical related services, such as assistance with physician appointments, emergency medical management, physician ordered on-site laboratory screenings, physical and other therapies, as well as private home health services designed to provide care in Resident's Residence during spells of illness or post hospitalization. The goal is to provide as much support as the Resident desires to promote wellness and to avoid admission to a more acute level of health care. If more acute care is needed, the Navigator will coordinate admitting details.

Residents who do not require ongoing care in the Health Center, but who need limited additional personal services to continue residing in their Residence, may contract for those additional services through StoneRidge's *HealthyLife Services* Program. These services include, but are not limited to bathing, dressing, additional housekeeping, shopping, escort, and personal laundry. These services are provided by StoneRidge through StoneRidge Assistance In Living. Such services may also be provided by a home health services provider serving the area. See "Home Health Care" below regarding Residents' right to utilize outside providers for these services. The Provider has the right to adjust the level of personal care services and the charges for such services. The services furnished through this program are provided for an extra charge to the Resident and enable the Resident to remain in their Residence without transfer to the Health Center.

Health Center services are available to all Residents of StoneRidge. Residents, under the direction of their attending physician and the Health Center's medical director (after consultation with the Resident's responsible party, if any, and Residents to the extent possible), may be directly admitted to the Health Center from their Residences. Residents of StoneRidge have priority access to the Health Center over non-residents desiring admission. Residents who are able to do so will be encouraged to return to their Residences as soon as possible. Residents who are unable to return to their Residences, however, will have the benefit of care in the health center. For a more complete description of the Health Center see "Health Center" below and Section 4 of the Residency Agreement.

HEALTH CENTER

StoneRidge has a Medicare-certified on-site Health Center ("Avalon Health Care Center at StoneRidge" or "Health Center") licensed to provide Health Center Care Services to StoneRidge Residents under the licensure requirements of the State of Connecticut. Our philosophy is to foster an atmosphere and a culture that support independence, dignity, and choice for all Residents regardless of physical or mental abilities. This is achieved through a culture that enhances personal care based on individual choices and quality of life options.

The Provider delivers to Residents quality Health Center Care Services within the limits of its license and consistent with the approved budget. Licensure for hospital-level care cannot be

obtained, and hospital level services are not provided within the Health Center. Such level of care must be provided by a hospital, and the costs related to hospitalization are the responsibility of the Resident.

Care in the Health Center. Health Center Care Services are provided pursuant to the *ContinuingCare* Residency Agreement to Residents of StoneRidge. The Health Center offers private and semi-private suites with preferred access to Residents of StoneRidge, but also markets any available suites to non-residents. The goal of the Health Center is to provide the highest quality Health Center Care Services in a state-of-the-art Health Center with a focus on personal choice and within the limits of its license.

Priority Access Plan. If, in the opinion of the Resident's attending physician or StoneRidge's medical director (after consultation with the Resident to the extent possible, and Resident's responsible party, if any), it is determined that the Resident requires care outside the Residence, the Resident shall pay the per diem charge for care in the Health Center. Whether the Resident continues to pay the Monthly Fee for the Residence while a Resident in the Health Center depends upon whether the Resident chooses to **release** or **retain** the Resident's Residence.

Reduced Health Center Fees Plan and the First 90 Days in the Health Center. If a Resident has entered into a Residency Agreement including the Reduced Health Center Fees, Plan, and, in the opinion of the Resident's attending physician or StoneRidge's medical director (after consultation with the Resident to the extent possible, and Resident's responsible party, if any), it is determined that the Resident requires care outside the Residence, the Resident is provided Health Center Care Services in the Health Center for a discounted rate for 90 cumulative days. During the Resident's first 90 cumulative days of Health Center Care Services, the Resident receives a 50 percent discount from the per diem charge for care in the Health Center. After the Resident's first 90 cumulative days of Health Center Care Services, the Resident receives a 10 percent discount from the per diem charge for care in the Health Center. Whether the Resident continues to pay the Monthly Fee for the Residence while a Resident in the Health Center depends upon whether the Resident chooses to **release** or **retain** the Resident's Residence.

Medicare-Qualified Stay. If the Resident's stay in the Health Center is fully covered as a Medicare-qualified stay, the discount towards the per diem charge as described in the above paragraph will not take effect until the termination of the Resident's Medicare-qualified stay, providing that the Resident has Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to StoneRidge. However, a Resident may choose to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage. If the Provider is a participating provider with the Resident's managed care program and the Resident's stay is a Medicare-qualified stay, the Provider agrees to be reimbursed at the rate negotiated with Resident's managed care program. Such a managed care stay in the Health Center will not reduce the discount towards the per diem charge that the Resident is eligible for when receiving Health Center Care Services in the Health Center.

Resident Priority Over Non-Residents. A Resident will be given priority over non-residents for admission to the Health Center. In the unlikely event the Health Center is fully occupied, the Resident will be provided care in another health care facility or in his/her apartment with Stoneridge Assistance In Living, if applicable, until space becomes available at the Health

Center. To the extent the Provider is responsible for the Resident's care and accommodations in the Health Center under the Residency Agreement, the Provider will be responsible for the charges associated with the alternate Health Center Care Services so long as the Resident continues to pay the applicable per diem charge for Health Center Care Services and the Monthly Fee if the Resident retains his or her Residence. The Resident agrees to relocate to the Health Center when a suite is available.

Section 4 and Exhibit B of the Residency Agreements (see Exhibit C) set forth in greater detail the extent to which Health Center Care Services will be provided and the terms for providing this care. Physical, occupational, and speech therapy services are provided on a contract basis.

CONTRACTS AND FEES

The services to be performed under the Residency Agreement are furnished pursuant to a management agreement between the Provider and Life Care Services. Life Care Services is the day-to-day manager of StoneRidge pursuant to a Client Services Agreement between Life Care Services and the Provider. Under the management agreement, the Provider pays Life Care Services a management fee for management of the Community. Life Care Services will also be entitled to reimbursement of certain costs incurred by it in connection with providing management services, including reimbursement of on-site Life Care Services staff salaries.

III. THE PROPOSAL

THE *ContinuingCare*[™] CONCEPT

The *ContinuingCare* concept ensures an individual lifetime use of a Residence, support services, access to 6 assisted living apartments, 12 memory care suites in The Cottage at Avalon, and access to long-term nursing care in the on-site Health Center. This concept has grown as an increasing number of men and women reaching retirement age have sought better alternatives to traditional retirement living. For those services and accommodations, a Resident pays a First Person Fee, a one-time Working Capital Fee, and makes a Loan to the Provider in accordance with the terms of the Residency Agreement. The Resident begins to pay the Monthly Fee on the earlier of the date the Resident moves into StoneRidge, or within 90 days of the Provider's approval of the Residency Agreement. A Resident may relocate from his or her Residence to the on-site Health Center as provided in the Residency Agreement.

The Residents of StoneRidge will have, through their *ContinuingCare* arrangement, another way of paying for long-term care, although not underwritten by an insurance company. The Provider will provide Health Center Care Services in The Cottage at Avalon and Health Center for as long as required at a discounted rate to the Resident. The *ContinuingCare* arrangement will make Health Center Care Services available to the Resident for significantly less cost than the cost to obtain these services in a well-rated comparable facility.

LONG-TERM CARE INSURANCE

Some Residents may have obtained coverage under some form of long-term care insurance prior to moving to StoneRidge. These policies are typically purchased to cover home health, assisted living, memory care, and/or nursing care expenses which are not covered by Medicare or other insurance. The terms of coverage vary among insurers and policies. Some policies are purchased directly by individuals, while others are provided through former employers. Some will directly reimburse an individual for qualified expenses incurred, while others provide an indemnity amount with payment going directly to the provider of the service. Many also provide some coverage for qualified home health care and assisted living care at a lower rate than for memory care or nursing care.

StoneRidge does not provide advice to its Residents as to whether an existing long-term care insurance policy should be maintained in effect following occupancy. This decision is one which will vary by individual and type and cost of the policy. The Provider recommends that the decision be made in consultation with the Resident's financial advisor. If coverage is maintained, the Provider has agreed pursuant to paragraph 4.7 of the Residency Agreement, to use reasonable efforts to assist the Resident in working with his or her insurance company to obtain the insurance benefits to which the Resident may be entitled. In some cases, this will mean filing claims on behalf of the Resident with the insurance company for eligible benefits, while in others it will mean submitting bills to the Resident for services provided in the Health Center which, upon payment, can be used by the Resident to claim recovery of the charges covered by the policy. The Provider cannot undertake to represent a Resident in the event of a dispute with an insurer over the benefits payable under a policy.

The Residency Agreements are attached to this Disclosure Statement as Exhibit C.

THE RETURN-OF-CAPITAL™ PLAN

The *Continuing Care* concept has evolved over the years in many ways. Probably the most dramatic change is the handling of the historical, one-time "Entrance Payment." Originally, the Entrance Payment paid by a Resident became the property of the provider on the day the Resident assumed occupancy. This appeared to some to be inequitable for an individual who was a Resident for only a short time, despite the balancing effect for the long-term Resident. As a consequence, providers began offering partial repayments to the estates of Residents based on a Resident's term of residency. In other words, the provider "earned" the Entrance Payment over a period of time until the repayment became zero.

The Provider's Return-of-Capital™ Plan for Residency Agreement (the "Residency Agreement") provide an additional benefit. Under the Return-of-Capital Plan, an Entrance Payment consists of a First Person Fee and a Loan. The Loan constitutes a significant portion of the Entrance Payment and is repayable upon cancellation of the Residency Agreement according to the schedule below. If a Resident dies or decides to leave StoneRidge, the Entrance Payment is repayable to the Resident or Resident's estate net of amounts subject to offset pursuant to the Residency Agreement in the following manner:

- During the first ten (10) months of occupancy the Loan and a portion of the First Person Fee equal to 90% of the Entrance Payment will be repayable.
- During months 11 through 30 of occupancy the First Person Fee will be further reduced by 1 percent (1%) of the Entrance Payment per month of occupancy. The Loan, an amount equal to 65% of the Entrance Payment, will be repaid and the Second Person Fee, if there are two (2) Residents, will be non-repayable; and
- After 30 or more months of occupancy the Entrance Payment will be 65% repayable (i.e., the Loan) and the Second Person Fee, if there are two (2) Residents, will be non-repayable.

The Provider also offers a 50% Return-of-Capital™ Plan under its Residency Agreement for a limited number of Residences. The Provider may, at the Provider's sole discretion, offer the option of the 50% Return-of-Capital™ Plan for one or more Residences. The differences between these two Plans are the following:

- The Entrance Payment for the 65% Return-of-Capital™ Plan is greater than the Entrance Payment for the same residence under the 50% Return-of-Capital™ Plan;
- Under the 50% Return-of-Capital™ Plan, the Loan is 50% of the Entrance Payment and the First Person Fee is 50%; and
- Under the 50% Return-of-Capital™ Plan, during months 11 through 25 of occupancy the First Person Fee will be further reduced by 2 percent (2%) of the Entrance Payment per month of occupancy.

In the event of death or cancellation of the Residency Agreement and removal of all property from the Residence, the repayment will be made 14 days from the date the Entrance Payment is collected from a new Resident for the vacated Residence. In the event the Residence is reoccupied by an existing Resident of StoneRidge, repayment will occur on the date an Entrance Payment is received for the Residence vacated by the existing Resident. If more than one internal transfer of existing Residents occurs, repayment of the Loan will be tied to the last vacated

Residence. However, in no event shall such date be more than 36 months from the date of cancellation of the Residency Agreement. If the Residency Agreement is not cancelled within 30 years from the date of the Loan Agreement, the Loan shall be immediately due and payable by StoneRidge to the Resident or the Resident's estate.

In anticipation of meeting the needs of Residents over time, the Provider recognizes the need to be able to modify and develop new forms of residency agreements. To meet those needs, the Provider reserves the right to offer new prospective Residents alternative forms of residency agreements from time to time without said change being applied to existing Residents.

The Residency Agreements are attached to this Disclosure Statement as Exhibit C.

SUMMARY OF RESIDENCY AGREEMENT

Upon deciding to become a Resident of StoneRidge, a future Resident will execute a Residency Agreement to reserve the Residence selected. A prospective Resident will execute a Residency Agreement in one of the forms attached in Exhibit C. The current Entrance Payments, Monthly Fees, and Ancillary charges for Phases I, II, and III Residences are attached as Exhibit E.

Residency Agreements are subject to acceptance by the Provider. At the time of executing a Residency Agreement, a determination needs to be made as to whether a prospective Resident meets the residency criteria: age, financial qualifications, and the ability to live in a Residence with or without reasonable accommodation or reasonable modification. To determine if the prospective Resident meets the age and financial residency guidelines, a Confidential Data Application is completed. The Application requires the prospective Resident's birth date as well as a summary of assets and monthly income. The prospective Resident's signature on the Application is an acknowledgment that the information provided is correct and the prospective Resident agrees throughout his or her residency to maintain the minimum level of assets and income that initially qualified him or her for residency.

A summary of the Residency Agreement and terms of residency are set forth below. The summary explanation of the Residency Agreement contained in this Disclosure Statement is qualified by reference to the Residency Agreements (see Exhibit C) which shall prevail in the event of any conflict.

The basic terms and conditions of the Residency Agreement are summarized as follows:

1. **Payment of First Person Fee and Second Person Fee.** At the time the Residency Agreement is executed by a Resident, he or she will be required to pay a partial First Person Fee in an amount equal to ten percent (10%) of the Entrance Payment which will be deposited into an escrow account and will be released to the Provider pursuant to the escrow agreement. The balance of the First Person Fee will be paid at the time of the Loan payment and payment of the Working Capital Fee. If there are two (2) Residents, a Second Person Fee will be paid at the time of the Loan payment.

Before occupancy, the 10 percent will be fully repayable without interest if: (i) the Provider does not accept the prospective Resident for residency; (ii) the prospective Resident

changes his or her mind within the 30 day rescission period; or (iii) due to death, illness, injury or incapacity, the prospective Resident will be unable to occupy a Residence. In all other cases, if a Resident changes his or her mind prior to occupancy, the Provider will retain the lesser of two percent (2%) of the Resident's Entrance Payment or \$1,000 from the First Person Fee Resident paid, plus an amount equal to any costs specifically incurred by the Provider at the Resident's request, and will repay the balance without interest to the Resident within 60 days of written notice of cancellation.

After occupancy, the Resident's First Person Fee may be partially repayable as outlined in the Residency Agreement. After occupancy, the Second Person Fee is not repayable. Any non-repayable First Person Fee or Second Person Fee may be used by the Provider for any purpose related or unrelated to StoneRidge. The Provider may distribute any non-repayable First Person Fee or Second Person Fee to its Member.

2. **Payment of Loan.** A Resident will be required to make a Loan to the Provider. On the earlier of the date the Resident moves into StoneRidge or within 90 days of the Provider's approval of the Residency Agreement, the Resident will be required to make a Loan to the Provider. The Loan will be fully repaid as set forth in the Residency Agreement and the Loan Agreement that is part of the Residency Agreement.
3. **Payment of a Working Capital Fee.** A Resident will be required to pay a one-time Working Capital Fee to the Provider at the time the Resident makes the Loan under the Residency Agreement. The Working Capital Fee will be an amount equal to two (2) times the then-current Monthly Fee, including the Second Person Monthly Fee if there are two (2) Residents for the Residence. The Working Capital Fee is intended to be used only for purposes related to StoneRidge and will be non-repayable.
4. **Payment of a Monthly Fee.** A Resident will be required to pay a Monthly Fee which is determined annually by the Provider. For a more complete description of the Monthly Fee, see the section titled "Monthly Fee" in this Disclosure Statement and Section 1 of the Residency Agreement.
5. **Miscellaneous Additional Services and Extra Charges.** Section 2 of the Residency Agreement describes certain items that may be available for an extra charge, including, but not limited to, additional meals beyond the meal plan included in the Monthly Fee, extended tray service beyond 14 days to Resident's Residence, Residential Health Services (home health care) provided in Resident's Residence, use of the beauty/barber shop, and additional housekeeping.
6. **Charges for Assisted Living, Memory Care, Rehabilitative Care and Nursing Care Services in the Avalon Health Care Center at StoneRidge.** Section 4 of the Residency Agreement establishes the basis for charges for Health Center Care Services in StoneRidge's Health Center. In general, during the first 90 cumulative days of private assisted living or memory care or private or semiprivate nursing care in the Health Center, the Resident will be provided with a 50 percent discount from the market rate established as the per diem charge. After the first 90 days of accumulated private assisted living or memory care or private or semiprivate nursing care in the Health Center, the Resident will receive a 10 percent discount from the per diem charge for care in the Health Center.

Whether the Monthly Fee for the Residence continues will be based on whether the Residence is released or retained and whether there is one (1) Resident or two (2) Residents.

7. **Cancellation.** The Provider may cancel a Residency Agreement after it has been accepted only for the reasons set forth in Section 9 of the Residency Agreement. Prior to occupancy, the Residency Agreement may be rescinded by the Resident giving the Provider written notice within 30 days from the date of the Residency Agreement being executed. In such event, the First Person Fee paid by the Resident will be returned in full, without interest, less those costs specifically incurred by the Provider at the Resident's request and described in the Residency Agreement executed by the Resident and the Provider.

During the right of rescission period the Resident is not required to move into StoneRidge. Should the Resident cancel the Residency Agreement during or after the 30-day right of rescission period, the timing and amount of repayment will depend upon the circumstances surrounding cancellation as set forth in Section 8 of the Residency Agreement. A Resident may cancel the Residency Agreement after occupancy in accordance with Section 8 of the Residency Agreement. Information regarding the disposition of a resident's personal property in the event of cancellation following occupancy is described in Section 8 of the Residency Agreement.

The Provider may not cancel the Residency Agreement after occupancy except for just cause as described under Section 9 of the Residency Agreement.

8. **Financial Assistance.** In cases where a Resident's financial resources prove inadequate, the Resident may apply for special financial consideration by the Provider. It is the policy of the Provider not to require a Resident to leave StoneRidge because of justifiable inability to pay the full Monthly Fees or Health Center per diem charges as long as it does not impair the Provider's ability to operate on a sound financial basis. If this occurs, any deferred charges will be offset against any Loan repayment due the Resident. The circumstances under which a Resident will be allowed to remain in StoneRidge in the event of financial difficulty are set forth in Section 9 of the Residency Agreement. Further, when the Resident initially applies for residency, the Resident agrees to maintain throughout his or her residency the minimum level of assets and income that initially qualified him or her for residency.

SUMMARY OF TRADITIONAL RESIDENCY AGREEMENT

The Community will be offering a Traditional Plan for Repayment to prospective residents on a limited basis, in addition to the Return-of-Capital™ Plans. The primary difference between the Return-of-Capital Plans and the Traditional Plan is that the Traditional Plan will continue to amortize until the Resident's entire Entrance Payment has been earned by the Provider. There is no loan made to the Provider.

Payment of Entrance Payment and Second Person Fee. At the time the Residency Agreement is executed by a Resident, he or she will be required to pay an amount equal to 10% of the Entrance Payment, which will be deposited into an escrow account until it may be released to us pursuant to Connecticut law. The balance of the Entrance Payment will be paid on the earlier of the date

the Resident moves into the Community or within 90 days of the Provider's approval of the Residency Agreement. If there are two (2) Residents, a Second Person Fee, if applicable, will be paid at the time of the balance of the Entrance Payment and payment of the Working Capital Fee.

Before occupancy, the 10% will be fully repayable without interest if: (i) the Provider does not accept the prospective Resident for residency, (ii) the prospective Resident changes his or her mind within the 30 day rescission period or (iii) due to death, illness, injury, or incapacity, the Resident will be unable to occupy a Residence. In all other cases, if a Resident changes his or her mind prior to occupancy, the Provider will retain \$1,000 of the Entrance Payment paid plus an amount equal to any costs specifically incurred by the Provider at the Resident's request, and will repay the balance, without interest, within 60 days of cancellation. After occupancy, the Resident's Entrance Payment and Second Person Fee may be fully repayable or non-repayable as outlined in the Residency Agreement and summarized below.

No Loan. As the entire Entrance Payment may become earned by the Provider, the Resident will not be required to make a Loan to the Provider. The Entrance Payment is instead earned by the Provider pursuant to the amortization schedule summarized below.

Repayment of Entrance Payment After Occupancy. If a Resident dies or decides to leave StoneRidge, the Entrance Payment is repayable to the Resident or Resident's estate net of amounts subject to offset, pursuant to the Residency Agreement in the following manner:

- After occupancy, the Second Person Fee is not repayable.
- During the first 10 months of occupancy, an amount equal to ninety percent (90%) of the Entrance Payment will be repayable.
- During months 11 through 47 of occupancy, the Entrance Payment will be reduced by the total of six percent (6%) plus two percent (2%) of the Entrance Payment per month of occupancy until the Entrance Payment has fully amortized down to zero; and
- After 48 months of occupancy, the Resident will not receive any repayment of their Entrance Payment.
- After you assume occupancy at StoneRidge, you may cancel your Residency Agreement at any time by giving us one hundred twenty (120) days' advance written notice signed by you (both of you if there are two (2) of you) and sent by registered or certified mail. You will continue to pay your Monthly Fee until the later of (i) the expiration of such one hundred twenty (120) day period or (ii) your vacancy of the Residence, and removal of all your furniture and other property.

TRANSFER TO ANOTHER STONERIDGE RESIDENCE

Residents may determine that a transfer to another Residence may better meet their needs. A transfer policy has been developed to support aging in place and to meet the financial needs of the Residents and StoneRidge. If so desired, Residents who have already taken occupancy of a Residence at StoneRidge may transfer to another available Residence in accordance with our then-current policy and practices. Any transfers to a new Residence are subject to management approval and will require an Amendment to a Resident's Residency Agreement. Based upon the two apartments, a Resident desiring to transfer may be required to pay an additional Entrance Payment.

A Resident may need to complete a new Confidential Data Application and meet StoneRidge's financial qualifications to occupy the new Residence. A Refurbishment Fee to restore the condition of the previous Residence will be charged for each transfer. The Monthly Fee will also be adjusted to the then-current Monthly Fee for the new Residence. The amortization of the new Residence's Entrance Payment shall be calculated based upon the date of initial occupancy at Stoneridge. All repayments of the any Entrance Payment paid by the Resident (previous or new Residence) will be repaid upon cancellation and pursuant to the terms of the Residency Agreement.

MANAGED CARE

The Resident may choose to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and one supplemental insurance coverage. If the Provider is a participating provider with the Resident's managed care program and the Resident's stay is a Medicare-qualified stay, the Provider agrees to be reimbursed at the rate negotiated with the Resident's managed care program. Such a managed care stay in the Health Center will not reduce the discount towards the per diem charge that the Resident is eligible for when receiving Health Center Care Services in the Health Center.

If the Provider is not an approved participating provider with the Resident's managed care program and the Resident chooses to receive nursing care services at a managed care participating provider during a Medicare qualified stay, then the Resident understands and agrees that he or she must relocate for as long as necessary for those services, and will be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, the Resident understands and agrees that unless the Residency Agreement is canceled, he or she will continue to pay the Monthly Fee if the Resident chooses not to release his or her Residence. Such a Medicare-qualified stay at a managed care participating provider will not reduce the discount towards the per diem charge that the Resident is eligible for when receiving Health Center Care Services in the Health Center.

If the Provider is not a participating provider in the Resident's managed care program and the Resident would still like to receive nursing care in the Health Center during a Medicare-qualified stay, the Provider will attempt to negotiate an acceptable reimbursement rate with the Resident's managed care program. If the Provider is able to negotiate an acceptable rate, the Provider agrees to accept as full payment the rate provided by the Resident's managed care program. Such a managed care stay in the Health Center will not reduce by one day the discount towards the per diem charge that the Resident is eligible for when receiving Health Center Care Services in the Health Center. If a negotiated rate cannot be agreed upon and the Resident would still like to receive nursing care in the Health Center during a Medicare-qualified stay, then each day of the Resident's stay in the Health Center will reduce the discount towards the per diem charge that the Resident is eligible for when receiving Health Center Care Services in the Health Center. At the conclusion of each such Medicare-qualified stay, the Resident will be entitled to nursing care in the Health Center under the terms of the Residency Agreement, as adjusted to reflect any reduction during such stay in the number of discounted days of care the Resident is eligible to receive as provided in paragraph 4.2 of the Residency Agreement.

MONTHLY FEE

On the earlier of the date the Resident moves into StoneRidge or within 90 days of the date of the Provider's approval of the Residency Agreement, the Resident is required to pay the one-time Working Capital Fee, pay the balance of the First Person Fee, make the Loan, and begin paying the Monthly Fee (due upon receipt of a billing statement) as explained in Section 5 of the Residency Agreement.

The amount of the Monthly Fee in effect at the time the Residency Agreement is executed will be clearly stated in the Residency Agreement. The total Monthly Fee is higher when a second person also shares a Residence. The current Monthly Fees for Residences are attached as Exhibit E. The amount of the Monthly Fee is determined by the operating cash requirements for the preceding year, which shall mean all recurring and nonrecurring costs, expenses, and outlays incurred in connection with the operation and administration of StoneRidge. Operating cash requirements shall be determined by StoneRidge management and shall include, but not be limited to, salaries and wages and all fringe benefits paid to employees of StoneRidge and other persons stationed at StoneRidge and other persons having day-to-day administrative, marketing and/or management responsibilities; telephone; utilities; license fees; occupational taxes, payroll taxes, property taxes, sales taxes, permits, etc., associated with StoneRidge; lease payments, if any; legal and accounting services; bad debts and other losses; deductibles related to insurance claims; consulting fees for specialists such as dietitians and medical directors; food and supplies; marketing and sales expenses; capital improvements; costs of repair, maintenance, replacement and improvements to equipment, furniture, fixtures and buildings, except those costs paid from the Capital Asset Replacement Reserve Fund, management fees and other reimbursable costs, including costs of reasonable expenses incurred in performing management services for StoneRidge, such as transportation, living expenses, telephone expense, and photocopying expense; cost of maintenance and normal replacement of landscaping; principal and interest payments on all loans, including "permitted encumbrances, but excluding Loans under the Residency Agreement; and other similar items related to StoneRidge. Operating cash requirements shall not include income taxes.

The Monthly Fee is adjusted upon 30 days' written notice to the Residents. The Monthly Fee will be increased only if it is necessary to meet the operating cash requirements of StoneRidge. Adjustments are intended to reflect anticipated changes in operating cash requirements and anticipated inflation related to the operating cash requirements during the coming year. Each Resident's Monthly Fee increase will be computed by the Provider. Any adjustment to the Monthly Fee will take into account the amount of reserves and working capital necessary to assure StoneRidge's financial independence and the ability to deal with unforeseen circumstances.

FEE SCHEDULES

Limited historical Entrance Payments and Monthly Fees are available as the Provider began operating Stoneridge in 2016. Current Entrance Payments, Monthly Fees and Extra Charges are included as Exhibit F and G to this Disclosure Statement.

WORKING CAPITAL ACCOUNT

The Provider uses the one-time Working Capital Fees to maintain a Working Capital Account. The funds maintained in the Working Capital Account may be used for any purpose related to StoneRidge including the working capital needs of StoneRidge, for capital refurbishment needs of StoneRidge, and to make capital improvements, replacements, or additions at StoneRidge. The Working Capital Account is funded by Resident's payment of a one-time Working Capital Fee. The Working Capital Fees and the interest earned on the fees will be used by the Provider only for purposes related to StoneRidge.

ESTATE PLANNING

The 65% Return-of-Capital™ Plan provides for the payment of the Entrance Payment in two (2) parts: a First Person Fee and a Loan. The First Person Fee is an amount equal to 35% of the Entrance Payment. An amount equal to 10% of the Entrance Payment is paid upon execution of the Residency Agreement. A Resident is then required to pay the balance of the First Person Fee, the Second Person Fee, if applicable, a one-time Working Capital Fee, and make the Loan on the earlier of the date Resident moves into StoneRidge or within 90 days of the Provider's approval of the Residency Agreement. The Loan is repayable to the Resident's estate upon the death of the Resident, or in the case of a double-occupied Residence, upon the death of the surviving Resident, in accordance with the terms of the Loan Agreement.

In the absence of any agreement between the Residents of a double-occupied Residence which has been provided to the Provider, the Loan repayment or Entrance Payment will be paid to the estate of the surviving Resident. Residents of double-occupied Residences who wish to make other provisions as to whom the Loan repayment or portion of the Entrance Payment is to be repayable should consult their attorney for an appropriate agreement. It is the responsibility of the Resident to make the Provider aware of the existence of any such agreement and to provide a copy of the agreement to the Provider. No other rights under the Residency Agreement are assignable. Forms of Assignment of Rights to Repayments are available for review by the Resident or by the Resident's financial or legal advisor upon request.

IV. FINANCIAL

FINANCIAL PROJECTIONS

The following information is provided to future Residents, their families, and their advisors so that they may understand the financial basis on which StoneRidge is operated. The Provider's past experience regarding such items as wage rates, utilities, real estate taxes, supplies, etc., and the past experience of Life Care Services in successfully managing senior living communities, has been the basis for financial planning for StoneRidge.

CASH FLOW PROJECTION (PRO FORMA)

On the following pages are the January 1, 2022 through December 31, 2024 pro forma cash flow projection for the Provider. The pro forma projection is based on the assumptions stated in the notes attached thereto and are projections of future activity rather than historical financial statements. Such pro forma projection is based on cash flow concepts which make it unlike an income statement prepared in accordance with generally accepted accounting principles.

The pro forma cash flow projection is simply a projection of the estimated expenses and income of StoneRidge. The projected rates for income and expenses are not guaranteed. The percent of increase may be greater or lower based upon the increased cost to operate StoneRidge and other factors. Variances from these projections should be expected.

STONERIDGE PHASES I - III

Mystic, Connecticut

CASH FLOW PROJECTION

For the Period Beginning January 1, 2022

	Year 1	Year 2	Year 3
	2022	2023	2024
Beginning Cash (1)	9,439,019	10,000,784	11,275,252
Additions:			
Apartment Service Fees (2)	14,968,628	16,017,337	16,633,663
Health Center Revenue, Net of Life Care Discount (3)	8,775,434	8,868,537	9,100,569
Miscellaneous Income (4)	305	305	305
Working Capital Reserve Fees (5)	351,468	358,936	314,340
Entrance Fee Receipts, Net of Refunds (6)	5,245,047	5,460,950	5,681,817
Interest Income (7)	275	275	281
Disbursements:			
Operating Expenses (8)	(20,151,315)	(21,099,566)	(21,811,610)
Return to Partners (9)	(3,175,000)	(3,175,000)	(2,500,000)
Capital Expenses (10)	(2,274,800)	(1,979,000)	(2,500,000)
Debt Service (11)	(3,151,776)	(3,151,776)	(3,793,576)
Professional Fees (12)	(26,501)	(26,530)	(26,530)
Net Change	561,765	1,274,468	1,099,260
Ending Cash	10,000,784	11,275,252	12,374,512

(1) Beginning Cash represents the Operations cash and Assets whose use is limited that are required to meet debt and statutory covenants at the beginning of each year. Below is the beginning balance at January 1, 2022.

Cash	\$6,422,812
Assets whose use is limited:	
Reserve Fund Escrow	\$2,236,839
Health Center Reserve	\$526,219
Capital Replacement Reserve	<u>\$253,149</u>
Total	\$9,439,019

The Reserve Fund Escrow, as required by the State of Connecticut, is equal to at least one month's cash operating costs of the project, plus six months' debt service.

The Health Center Reserve is fully funded at \$500,000 as required for CON licensing.

The Capital Replacement Reserve fund will be used for funding certain capital expenditures and improvements.

- (2) Apartment Revenue represents the total of first-person monthly Service Fees for all apartments based on an assumed average occupancy of:

<u>2022</u>	<u>2023</u>	<u>2024</u>
235	239	239

Also included in Apartment Service Fees are double occupancy fees that represents revenues from monthly Service Fees required under the Residency Agreement for a second person occupying an apartment. The average number of apartments occupied by more than one person projected for 2022 through 2024 is:

<u>2022</u>	<u>2023</u>	<u>2024</u>
68	72	72

- (3) Health Center Revenue, Net of Life Care Discount assumes a 2022 daily rate of \$480 for semiprivate beds, \$625 for private beds, and \$235 for ALU. Out of 40 total SNF beds (22 semi-private and 18 private), 6 AL beds (all private), and 12 Dementia beds (all private), the average census projected for 2022 through 2024 is:

<u>2022</u>	<u>2022</u>	<u>2023</u>
52.45	52.67	52.67

The Life Care Discount represents the income never realized when residents become patients in the health center or assisted living center. Both “temporary assignments” and “permanent assignments” to the health center and assisted living center, based upon Milliman, Inc. population projections and LCS-generated data, are considered in determining life-care discount. Both temporary and permanent assignments are based upon the total number of life-care residents. The number of residents assigned temporary to the health center is projected at 1% percent of the non-Medicare life-care residents.

- (4) Miscellaneous Income represents projected income from meals, garage rentals, guest rooms, and beauty and barber shop.
- (5) Working Capital Reserve Fee represents a one-time non-refundable working capital fee due at closing which will be used for purposes related to StoneRidge.
- (6) Entrance Fee Receipts, Net of Refunds represents Admission Payments received from residents for apartments being occupied for the first time and/or units turning over due to health center assignment, death or move-out.
- (7) Interest Income is interest earned on interest-bearing bank accounts.
- (8) Operating Expenses includes the expenses for staffing, materials, and services. Expenses are projected to increase at 3% in all three projection years.
- (9) Return to Partners represents cash eligible for distribution in accordance with the partnership agreement.
- (10) Capital Expenses represents the cost for replacement of interior finishes and elements of the buildings and equipment.
- (11) Debt Service is based on the current loan; projection assumes continued financing on similar terms. The principal amounts are set forth in the amended loan documents. The interest portions are based on estimated LIBOR rates.
- (12) Professional Fees includes the cost of legal/professional expenses not related to operation of facility.

STONERIDGE PHASES I - III			
Mystic, Connecticut			
FORECASTED STATEMENT OF REVENUES & EXPENSES			
	Year 1	Year 2	Year 3
	2022	2023	2024
OPERATING INCOME			
Apartment Revenue	14,968,628	16,017,337	16,633,663
Health Center Revenues - Net	8,775,434	8,868,537	9,100,569
Other Income	305	305	305
TOTAL INCOME	23,744,368	24,886,179	25,734,538
EXPENSES:			
G&A	(4,966,361)	(5,188,144)	(5,345,159)
Plant	(3,165,625)	(3,287,588)	(3,400,595)
Housekeeping	(1,337,342)	(1,455,529)	(1,502,025)
Dietary	(3,847,064)	(4,052,504)	(4,185,029)
Resident Care	(6,834,923)	(7,115,800)	(7,378,802)
TOTAL OPERATING EXPENSES	(20,151,315)	(21,099,566)	(21,811,610)
NET OPERATING INCOME	3,593,053	3,786,613	3,922,928
NON OPERATING INCOME & EXPENSE			
Working Capital Fees	351,468	358,936	314,340
Endowment Amortization Income	3,505,884	3,505,884	5,373,931
Interest Income	275	275	281
Amortization Expense	(66,301)	(66,301)	(162,053)
Depreciation Expense	(3,405,301)	(3,405,301)	(3,937,726)
Interest Expense	(1,921,401)	(1,921,401)	(2,416,940)
Financing Cost Amortization	(14,337)	(14,337)	-
Professional Fees	(26,501)	(26,530)	(26,530)
NET INCOME	2,016,839	2,217,839	3,068,230

Explanation of Material Differences - Cash Flow					
2021					
	Budget 2021	Actual 2021	Variance	% Variance	Explanation Reference
Beginning Cash	8,641,711	8,641,711	-	0%	
Additions:					
Apartment Service Fees	13,540,802	13,830,285	289,483	2%	1
Health Center Revenue, Net of Life Care Discount	8,512,380	7,309,621	(1,202,759)	-14%	2
Miscellaneous Income	1,953	158,274	156,321	8003%	3
Working Capital Reserve Fees	289,843	266,572	(23,271)	-8%	1
Entrance Fee Receipts, Net of Refunds	4,069,311	5,877,689	1,808,378	44%	4
Interest Income	15,738	307	(15,431)	-98%	5
Disbursements:					
Operating Expenses	(18,856,486)	(18,436,143)	420,343	-2%	1
Return to Partners	(2,750,000)	(4,500,000)	(1,750,000)	64%	6
Capital Expenses	(1,914,988)	(2,107,765)	(192,777)	10%	7
Debt Service	(3,151,776)	(1,272,390)	1,879,386	-60%	8
Actual Changes in Cash Not Reflected in Projection		(329,141)	(329,141)	100%	9
Net Change	(243,222)	797,309	1,040,531	-428%	
Ending Cash	8,398,489	9,439,020	1,040,531	12%	
Variance Explanation					
1	Actual results were comparable to budget.				
2	COVID outbreak in January had HC revenue miss by \$1.3MM due to catch up in census				
3	HHS/stimulus funds \$158k that were not expected/budgeted in 2021				
4	Strong Q4 closings pushing NAI well above budget, and only 23 refunds on a budget of 26				
5	Lower interest rates causing minimal interest				
6	Limited cash flow impacting distributions to ownership group due to COVID in 2020, catching up prior distributions projected/budgeted				
7	Additional CAPEX spend for electrical project \$127k and high number of refurb				
8	Mortgage/Bond/Loan principal paid Jan & Feb only				
9	Represents actual change in cash to tie to the audit report. Other items include: changes in restricted cash accounts, changes in cash from financing activities, and changes in cash from operating assets and liabilities.				

RESIDENTIAL TURNOVER RATES

The residential turnover rate is calculated by dividing the number of apartments released by the average number of occupied apartments.

The residential turnover rates for the most recently completed fiscal year, and anticipated for the next three years, are as follows:

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
11.4%	12.1%	11.8%	11.7%

AVERAGE AGE OF RESIDENTS

The projected average age of residents for the next three years is as follows:

<u>2022</u>	<u>2023</u>	<u>2024</u>
86.1	86.2	86.5

NUMBER OF HEALTH CARE ADMISSIONS*

The number of health care admissions pursuant to continuing-care contracts for the most recently completed fiscal year, and anticipated for the next three years, is as follows:

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
86	70	72	75

* Skilled Nursing Only

HEALTH CARE UTILIZATION RATES*

Health care utilization rates, including admission rates and days per 100 residents by level of care for continuing care residents for the most recently completed fiscal year, and anticipated for the next three years, are as follows:

<u>Year</u>	<u>Utilization Rate</u>
FY 2021	68.3%
FY 2022	69%
FY 2023	69.5%
FY 2024	70%

* Skilled Nursing Only

DAYS OF CARE*

The days of care per year for the most recently completed fiscal year, and anticipated for the next three years for continuing care residents, are as follows:

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
7,251	8,814	8,878	8,942

* Skilled Nursing Only

NUMBER OF PERMANENT TRANSFERS*

The number of permanent transfers of continuing care residents to the health center anticipated for the next three years is as follows:

<u>2022</u>	<u>2023</u>	<u>2024</u>
5	6	7

* Skilled Nursing Only

OCCUPANCY RATE

The Occupancy rate for the most recently completed fiscal year is 72.7%. The decline in occupancy was due to the pandemic. We lost 10 long term residents in January and February of 2021. It has taken all year to build our occupancy back up to 90% in total for all beds or 36 out of 40.

AUDITED FINANCIAL STATEMENT

The fiscal year end of the Provider is December 31. Audited financial statements for the Provider's parent company covering the fiscal year end December 31, 2021 are attached as Exhibit D to this Disclosure Statement.

PROJECT FINANCING

Long term financing for StoneRidge is provided for by a loan with a current balance of \$38,786,262 (as of 4/30/2022), secured by a first mortgage and security agreement on the real and personal property of, and the revenues generated by the Provider. The bank loan has a current maturity of March 9, 2022, with a floating rate utilizing the LIBOR index. The loan contains fixed charge coverage ratio, minimum days cash on hand, and minimum occupancy test covenants. Under the loan agreement, the loan is amortizing based on a schedule of 25 years.

Ongoing debt service will be paid from operating revenues generated by StoneRidge. Operating revenues consists of net operating income derived from Monthly Fees and Health Center revenues. From time to time and at the Provider's sole discretion, the Provider and/or its Member may provide financial support to StoneRidge in order to keep the Monthly Fees competitive.

PROVIDER'S COMPENSATION

The Provider's compensation for the risks of ownership of StoneRidge is comprised of the First Person Fees, the Second Person Fees (if there are two (2) Residents), the Loans (subject to the Provider's obligation to repay the Loans under the Return-of-Capital™ Residency Agreement), the potential appreciation of StoneRidge, and the tax benefits generally associated with the ownership of real estate. The Provider may make distributions to its Member that will be loaned or paid as cash to the extent there is excess cash. In order to maximize the appreciation of StoneRidge, there must be substantial future demand for StoneRidge's accommodations and services. This demand will, in part, be dependent upon maintaining viable, competitive Monthly Fees in connection with providing Residents services and amenities at StoneRidge.

V. REGULATORY MATTERS

CONTINUING CARE RETIREMENT COMMUNITY REGISTRATION

The Provider is subject to the provisions of Connecticut law on Management of Continuing Care Facilities, Chapter 319HH, Connecticut General Statutes Annotated. In compliance with the continuing care law, the Provider has filed the following documents with the Connecticut Department of Social Services:

- (1) a current Disclosure Statement;
- (2) Annual Filing Statement; and
- (3) Second Amended and Restated Admission Payments Escrow Agreement (Operations);

All documents filed are a matter of public record and may be reviewed at the Department's office at:

State Department of Social Services
Office of Certificate of Need and Rate Setting
25 Sigourney Street
Hartford, Connecticut 06106-5033

ASSISTED LIVING SERVICES AGENCY LICENSE AND MANAGED RESIDENTIAL COMMUNITY REGISTRATION

6 assisted living apartments were added to Stoneridge in late 2017. 12 memory care suites in the Health Center were added in Phase III to StoneRidge and are licensed by the Connecticut Department of Public Health to provide memory care services in addition to assisted living services. The department monitors compliance with the requirements for licensure and registration. The state will perform periodic surveys to maintain licensure of the memory care suites. The Managed Residential Community is not licensed by the Department of Health Systems Regulation.

HEALTH CENTER LICENSURE

The Health Center is licensed by the Connecticut Department of Public Health. The Provider has licensed 40 Health Center beds that provide skilled nursing care. All of the skilled nursing care beds are Medicare certified. The Health Center is required to pass periodic surveys to maintain licensure.

ENTRANCE PAYMENT ESCROW

Under the provisions of the continuing care law, the Provider has established an Entrance Payment escrow account for all Residences (The "Entrance Payment Escrow") for purposes of depositing payments made by Residents prior to their Residences becoming available for occupancy. The Entrance Payment Escrow has been established with:

U.S. Bank National Association (formerly State Street Bank and
Trust Company of Connecticut, N.A.)

Goodwin Square, 225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103
(860) 244-1800

Monies are released from the Entrance Payment Escrow pursuant to the terms of the escrow agreement and the statutory requirements imposed upon StoneRidge by the Connecticut law on Management of Continuing Care Facilities. The Provider shall retain any interest earned on the monies in the Entrance Payment Escrow.

Residents desiring to rescind or cancel their Residency Agreement should send a written notice of cancellation by registered or certified mail to:

StoneRidge
186 Jerry Browne Road
Mystic, Connecticut 06355

Included as Exhibit E to this Disclosure Statement is a signed statement from the escrow agent, US Bank, verifying that the required Entrance Payments Escrow has been established and maintained.

RESERVE FUND ESCROW

As required by Section 9 of Section 17b-525 of the Connecticut General Statutes, the Provider has established and maintains reserves which shall cover:

- (1) all principal and interest, rental or lease payments, due during the next 6 months on account of any first mortgage loan or other long-term financing; and
- (2) the total cost of operations of StoneRidge for a one-month period, excluding debt service and capital expenditures.

As of the date of this filing, the funds maintained in the Provider's accounts pursuant to the terms of its long-term financing, which require Provider to maintain a certain number of days cash on hand, adequately satisfy the requirements of the statute.

INVESTMENT DIRECTION

Investment direction for the escrow accounts is made in accordance with the terms of the escrow agreements and upon direction of an officer or agent of the Provider. Under the provisions of the continuing care law, funds in the Reserve Fund Escrow may not be invested in any building or health care facility of any kind, or used for capital construction or improvements, or for the purchase of real estate. Investment decisions are made with an expectation of reasonable return while maintaining the security of the funds.

HEALTH CENTER RESERVE

The Provider voluntarily established a reserve in the amount of \$500,000 to secure repayment of the Loans which the Provider is obligated to repay under the terms of the Loan Agreement. When a Resident moves permanently to StoneRidge's Health Center and chooses to release his or her Residence, the Provider will attempt to find a new Resident for the Residence. From the Entrance Payment paid by the new Resident, the Provider will deposit in the Health Center Reserve an amount equal to the balance of the Loan owed to the Resident residing in StoneRidge's Health Center. An exception is made to depositing the balance of the Loan if the reserve is fully funded at \$500,000. The deposit will be maintained jointly with all other similar deposits held in reserve for the benefit of Residents of the StoneRidge's Health Center whose Residences have been released and reoccupied. Such deposits and any earnings realized on the funds held in the reserve will be used by the Provider only for purposes related to StoneRidge. Upon cancellation of the Residency Agreement of a Health Center Resident, funds from such escrow will be used to repay the Resident's Loan.

MEDICAL EXPENSE DEDUCTIONS

Execution of the Residency Agreement and payment of the Entrance Payment and Monthly Fee gives rise to certain unique tax considerations. Each Resident is advised to consult with his/her personal tax advisor regarding the tax consideration associated with becoming a Resident of StoneRidge.

A Resident of StoneRidge may be allowed a tax benefit associated with his or her residency. A portion of the initial lump sum Entrance Fee and the ongoing Monthly Fees paid by a Resident may be taken as a medical expense deduction. In February of each year, the Provider will issue a letter to the Residents stating the portion of the prior year's fees paid that has been determined to be attributable to health related expenses at StoneRidge.

All deductions are, of course, subject to limitations imposed by the Internal Revenue Code of 1986, as amended. It is advisable that the Resident seek the advice of tax counsel before taking this deduction. The Provider is not a tax advisor and disclaims any responsibility for any tax advice relating to becoming a Resident of StoneRidge.

TAX DISCUSSION

The executing of the Residency Agreement and payment of the First Person Fee and Monthly Fee may give rise to certain unique tax considerations. Each Resident is advised to consult with his/her personal tax advisor regarding the tax considerations associated with becoming a Resident of StoneRidge. StoneRidge is not a tax advisor and disclaims any responsibility for any tax advice relating to becoming a Resident of StoneRidge.

JUDICIAL PROCEEDINGS

No judicial proceedings have been initiated against the Provider as defined under Section 17b-522(b)(4) of the Connecticut General Statutes Annotated or pursuant to State Regulation 17b-533-3(c)(3) which govern the management of continuing care facilities.

VI. EXHIBITS

EXHIBIT A
SENIOR LIVING COMMUNITIES MANAGED
BY LIFE CARE SERVICES
AS OF 03/21/2022

Alabama, Birmingham – Galleria Woods
Alabama, Hoover – Danberry at Inverness
Arizona, Chandler – Clarendale of Chandler
Arizona, Fountain Hills – Fountain View Village
Arizona, Peoria – Sierra Winds
Arizona, Phoenix – Clarendale of Arcadia
Arizona, Phoenix – Sagewood
Arizona, Tempe (Phoenix) – Friendship Village of Tempe
California, Cupertino – Forum at Rancho San Antonio, The
California, Palo Alto – Moldaw Residences
California, San Diego – Casa de las Campanas
California, San Rafael – Aldersly
California, Santa Rosa – Arbol Residences of Santa Rosa
California, Santa Rosa – Oakmont Gardens
Connecticut, Essex – Essex Meadows
Connecticut, Mystic – StoneRidge
Connecticut, Southbury – Pomperaug Woods
Delaware, Newark – Millcroft
Delaware, Wilmington – Foulk Manor
Delaware, Wilmington – Shipley Manor
Florida, Aventura – Sterling Aventura
Florida, Boca Raton – Toby & Leon Cooperman Sinai Residences of Boca Raton
Florida, Bradenton – Freedom Village of Bradenton
Florida, Celebration – Windsor at Celebration
Florida, Clearwater – Regency Oaks
Florida, Hollywood – Presidential Place
Florida, Jacksonville – Cypress Village
Florida, Leesburg – Lake Port Square
Florida, Naples – The Glenview at Pelican Bay
Florida, Palm City – Sandhill Cove
Florida, Port Charlotte – South Port Square
Florida, Seminole – Freedom Square of Seminole
Florida, Seminole – Lake Seminole Square
Florida, Sun City Center – Freedom Plaza
Florida, The Villages – Freedom Point at The Villages
Georgia, Evans – Brandon Wilde
Georgia, Savannah – Marshes of Skidaway Island, The
Georgia, Stone Mountain – Park Springs (Consulting)
Hawaii, Honolulu – Hale Ola Kino
Illinois, Addison – Clarendale of Addison
Illinois, Algonquin – Clarendale of Algonquin
Illinois, Chicago – Clare, The
Illinois, Godfrey – Asbury Village
Illinois, Lincolnshire – Sedgebrook
Illinois, Mokena – Clarendale of Mokena
Illinois, Naperville – Monarch Landing
Illinois, St. Charles – River Glen of St. Charles
Illinois, Wheaton – Wyndemere

Indiana, Carmel – Magnolia Springs at Bridgewater
Indiana, Carmel – Rose Senior Living – Carmel
Indiana, Greenwood (Indianapolis) – Greenwood Village South
Indiana, Indianapolis – Magnolia Springs Southpointe
Indiana, Indianapolis – Marquette
Indiana, Schererville – Clarendale of Schererville
Indiana, Terre Haute – Westminster Village
Indiana, West Lafayette – Westminster Village West Lafayette
Iowa, Ames – Green Hills Community
Iowa, Cedar Rapids – Cottage Grove Place
Kansas, Atchison – Dooley Center
Kansas, Bel Aire – Catholic Care Center
Kentucky, Florence – Magnolia Springs Florence
Kentucky, Lexington – Magnolia Springs Lexington
Kentucky, Lexington – Richmond Place Senior Living
Kentucky, Louisville – Magnolia Springs East
Maryland, Annapolis – Baywoods of Annapolis
Maryland, Columbia – Residences at Vantage Point
Maryland, Timonium – Mercy Ridge
Maryland, Towson (Baltimore) – Blakehurst
Michigan, Battle Creek – NorthPointe Woods
Michigan, Clinton Township – Rose Senior Living – Clinton Township
Michigan, East Lansing – Burcham Hills
Michigan, Holland – Freedom Village
Michigan, Kalamazoo – Friendship Village
Michigan, Novi – Rose Senior Living at Providence Park
Michigan, Waterford – Canterbury-on-the-Lake
Minnesota, Champlin – Champlin Shores
Minnesota, Plymouth – Trillium Woods
Minnesota, Vadnais Heights – Gable Pines
Missouri, Higginsville – John Knox Village East
Missouri, St. Peters – Clarendale of St. Peters
New Jersey, Bridgewater – Delaney of Bridgewater, The
New Jersey, Bridgewater – Laurel Circle
New Jersey, Burlington – Masonic Village at Burlington
New Jersey, Lakewood – Harrogate (Consulting)
New York, Levittown – Village Green A Carlisle Assisted Living Community
New York, Patchogue – Village Walk Patchogue
New York, Rye Brook – Broadview Senior Living at Purchase College
New York, Staten Island – Brielle at Seaview, The
North Carolina, Chapel Hill – Cedars of Chapel Hill, The
North Carolina, Charlotte – Cypress of Charlotte, The
North Carolina, Durham – Croasdaile Village
North Carolina, Greensboro – WhiteStone
North Carolina, Greenville – Cypress Glen
North Carolina, Lumberton – Wesley Pines
North Carolina, Raleigh – Cypress of Raleigh, The
North Carolina, Wilmington – Plantation Village
Ohio, Avon – Rose Senior Living – Avon
Ohio, Beachwood – Rose Senior Living – Beachwood
Ohio, Mason – Magnolia Springs Loveland
Oklahoma, Bartlesville – Green Country Village
Oregon, Dallas – Dallas Retirement Village
Oregon, Salem – Capital Manor

Pennsylvania, Coatesville – Freedom Village at Brandywine
Pennsylvania, Warrington – Solana Doylestown, The
South Carolina, Greenville – Rolling Green Village
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island
South Carolina, Hilton Head Island – Cypress of Hilton Head, The
Tennessee, Brentwood – Heritage at Brentwood, The
Tennessee, Hendersonville – Clarendale at Indian Lake
Tennessee, Memphis – Heritage at Irene Woods
Tennessee, Nashville – Clarendale at Bellevue Place
Texas, Austin – Westminster
Texas, Bedford – Parkwood Healthcare
Texas, Bedford – Parkwood Retirement
Texas, Dallas – Autumn Leaves
Texas, Dallas – Monticello West
Texas, Dallas – Signature Pointe
Texas, Dallas – Walnut Place
Texas, Georgetown – Delaney at Georgetown Village, The
Texas, League City – Delaney at South Shore, The
Texas, Lubbock – Carillon
Texas, Richmond – Delaney at Parkway Lakes, The
Texas, Spring – Village at Gleannloch Farms, The
Texas, The Woodlands – Village at the Woodlands Waterway, The
Texas, Waco – Delaney at Lake Waco, The
Vermont, White River – Village at White River Junction, The
Virginia, Fairfax – Virginian, The
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care
Virginia, Virginia Beach – Atlantic Shores
Washington, Issaquah – Timber Ridge at Talus
Wisconsin, Greendale – Harbour Village
Wisconsin, Milwaukee – Eastcastle Place

EXHIBIT B

Description of the Services and Commonly Discussed Topics

DESCRIPTION OF THE SERVICES

The services available to Residents are listed in the Residency Agreement which governs all such obligations. To more fully explain the nature of these services, the following detailed description has been prepared. The procedures followed in furnishing these services may be modified by the Provider to allow the Provider to best meet the needs of StoneRidge Residents. Residents are advised of any changes in these services through StoneRidge's Residents Association.

Avalon Health Care Center at StoneRidge

A physician is retained on a consulting basis by the Provider to serve as the Health Center medical director. The Health Center medical director is responsible for medical supervision of Health Center operations, quality of care assurance, and Resident care planning. The Health Center medical director may also be called upon by StoneRidge staff to assist in determination of a Resident's health and whether or not the Resident requires additional care in the Health Center. The Resident is responsible for the services of his or her attending physician. In the event the Resident's attending physician or the Health Center medical director orders medication, therapy or various supplemental services for the Resident's care, the Resident will be responsible for the Extra Charge for such services and supplies.

Upon initial occupancy, a Resident will occupy a Residence. After occupancy, if a Resident requires Health Center Care Services, the Resident will be transferred to the Health Center. The Resident's attending physician or the Health Center medical director (after consultation with the Resident to the extent possible and Resident's responsible party, if any), will determine the appropriate level of Health Center services required by the Resident upon admission to the Health Center. As part of that determination, the Resident's long-term ability to return to his/her Residence will be evaluated. The nursing staff will provide an appropriate plan of care, the ultimate goal of which shall be, if at all possible, to return the Resident to his or her Residence as soon as possible. The Health Center is staffed to provide quality care to Residents of StoneRidge and to non-residents admitted from the surrounding area.

A Resident will receive nursing care services in a private or semiprivate suite in the Health Center. If a Resident desires an available private room, the Resident may obtain one upon agreement to pay the additional charge for the private room. Health center care includes basic nursing care services. The Health Center is not licensed to provide emergency medical care. However, if emergency medical care is needed, the Health Center staff will summon 911 services and the Resident's attending physician and the Resident's family or responsible party will be notified. Such emergency medical care will be at the Resident's expense. The Resident will be responsible for the services provided by his or her attending physician. In the event a Resident's attending physician or StoneRidge's medical director orders medication, therapy, or various supplemental services for the Resident's care, the Resident is responsible for the charges for such services and supplies.

Residents who are able to do so are encouraged to return to their Residences as soon as possible and may visit their Residences with the assistance of volunteers or home health aides as

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Residents who are able to do so are encouraged to return to their Residences as soon as possible and may visit their Residences with the assistance of volunteers or home health aides as part of the rehabilitation process. Family, friends, and volunteers are encouraged to visit Residents

in the Health Center. Friends, relatives, or spouses are able to eat meals with Health Center Residents upon advance notice.

Health Center Enrichment

The Provider provides a Therapeutic Recreation Director who is responsible for coordinating and directing the social and recreational activities for the Health Center Residents. The focus of these activities is to promote independence.

Cable Television

Each Residence has cable television jacks in various locations throughout the Residence. The Residents are provided with expanded basic cable service as part of the Monthly Fee. premium and digital are available to the Resident for an extra charge.

Community Life Services Coordinator

The Community Life Services Coordinator, with Resident input, is responsible for scheduling group events and transportation, preparing newsletters, conducting Resident orientation, and facilitating the cultural, social, physical, and recreational and education programs and activities of StoneRidge.

Dining Services

The Dining Program is a flexible meal plan where residents receive a number of points each month, which is designed to give them one meal a day equal to the number of days in the month. Residents also have the option to a reduced meal option of fewer points per month for a lower fee. The points provided for in the Monthly Fee may be taken at any scheduled time during the month and may be used for guest meals, to go meals, or dining room meals. The points can be used towards guest meals. Additional Resident and guest meals are to be available to Residents for an extra charge billed monthly. Monthly Service Fees are not reduced for points not used, and unused points do not roll over to the following month. However should the Resident notify StoneRidge that he or she will be absent from StoneRidge for more than 30 days, the Resident will receive a meal credit on his or her monthly billing statement. Meal plans can be changed once a year during enrollment period which usually takes place at the end of November.

Residents may dine in either the dining room or the Mariner Grille. The Dining Room and Mariner Grille are open for lunch and dinner daily and brunch on Sundays. There are service hours for meals offered in the dining venues. The usual form of food service in the dining room is waited-table service. The Mariner Grille serves a light lunch fare. A complimentary continental breakfast is served daily in the Jerry Browne Pub.

The Services of a dietician are available to Residents for a limited period of time when ordered by the Resident's attending physician. Upon request, the dietitian will assist the Resident in choosing menu items that will help the Resident meet his or her special diet needs. The services of the dietitian are also available to the Resident for an extra charge when not ordered by the attending physician or when extended dietitian services are necessary. Room service for up to 14 days is available to the Resident when ordered by the director of nursing services or the Health & Wellness Navigator. Room service beyond 14 days will be available for an extra charge.

Emergency Call System

All Residences have an emergency call system in each bedroom and bath. The purpose of the system is to summon help in an emergency. The emergency call system is connected to an indicator panel in the Health Center which identifies the Residence from which the signal initiated.

Community staff with emergency response training will respond to calls from the emergency call system and will summon any other appropriate emergency services that might be required. Personal pendants are available to Residents for an extra charge for coverage in an apartment Residence.

Health Center Ancillary Services

Any Health Center services, whether or not ordered by a physician, which are not explicitly listed in the Residency Agreement as services and amenities provided to all Residents as part of the Monthly Fee, will be regarded as ancillary Health Center services. If ancillary Health Center services will be provided to a Resident, they will be at an extra charge. A schedule of charges for ancillary Health Center services is available upon initial occupancy of the Health Center.

HealthyLife™ Services Program

The objective of StoneRidge is to offer a lifestyle with services that will foster Residents maintaining and improving their overall health and well-being. To achieve this objective StoneRidge Residents will be offered opportunities to enrich their sense of wellbeing through programs directed by Resident interests.

HealthyLife Services is a comprehensive program designed to enhance and enrich Residents' active lifestyle by offering new opportunities in five essential areas of life – fitness, health, nutrition, active life and well-being. Residents may choose from an array of one-on-one or group activities, including classes, workshops, lectures, physical activity and trips to meet their individual preferences. Each Resident has the opportunity to work with StoneRidge staff who are committed to maximizing the Residents' quality of life in eight dimensions of wellness: spiritual, physical, emotional, social, environmental, intellectual, vocational and health services.

The objective is to create opportunities that Residents prefer, facilitate their participation and monitor the satisfaction and success of these programs from an individual Resident perspective and make adjustments in the program to further enhance these opportunities on an ongoing basis. Key Components of the *HealthyLife Services* Program include:

- **Health & Wellness Navigator.** The Residential Health Services director services as a Health & Wellness Navigator ("Navigator") for StoneRidge Residents. At the Resident's direction, the Navigator may guide preventative wellness-oriented services such as fitness and exercise activities, as well as healthy food choices. Other services may include wellness screenings such as blood pressure checks, health fairs and life-long learning seminars geared to health and wellness. Should health care needs arise, the Navigator may support the Resident with health and medical related services, such as assistance with physician appointments, emergency medical management, physician ordered on-site laboratory screenings, physical and other therapies, as well as private home health services designed to provide care in Resident's Residence during spells of illness or post hospitalization. For additional services provided to the resident, please see Residential Health Services Program in this section. The goal of the Navigator is to provide as much support as the Resident desires to promote wellness and avoid admission to a more acute level of health care.

- **StoneRidge Assistance In Living Program.** The StoneRidge Assistance In Living Program, also known as SAIL, provides the following: bathing, dressing, additional housekeeping, taking medication as prescribed, escort and laundry. Limited services are available as part of the Monthly Fee which include the following: internal transportation inside StoneRidge based on availability of staff, blood pressure clinics, and drop-in consultation with the Director of Resident Health Services during office hours. All SAIL services are available for an extra charge. The Provider reserves the right to add, delete, or modify such additional services from time to time. The purpose of the StoneRidge Assistance In Living Program is to offer services that enable Residents to continue living in their Residence for as long as possible or to return to their Residence as soon as possible after a stay in the Health Center and/or an acute care hospital.

- **Administrator of *HealthyLife*TM Services.** The Administrator of *HealthyLife Services* is responsible for the overall strategy, operations and performance of the *HealthyLife Services* program functions. *HealthyLife Services* is designed to support the health and well-being of the StoneRidge residents through physical, spiritual, emotional, intellectual, vocational, social, environmental, and health services programming. The Administrator of *HealthyLife Services* is also responsible for the contractual partnerships with other parties serving the StoneRidge residents.

Rounding out the *HealthyLife Services* Program are a variety of dining and beverage services designed to enhance the Resident's meal programming. Examples include: catering services, healthy food options identified on the menu, lite fare options, "to-go" take-out meals, and a variety of dining venues.

Housekeeping and Maintenance

The Provider maintains all common areas and provides weekly housekeeping services for all Residences. Such services are included in the Monthly Fee. Maintenance of the Residences includes: (1) installed appliances; (2) plumbing; (3) heating, ventilation, and air conditioning systems; (4) windows; (5) installed lighting; and (6) cabinetry. Housekeeping services include cleaning, dusting, and vacuuming the interior of the Residence; washing of hard surface floors; and cleaning of ovens and windows (as needed). Carpets are cleaned approximately every 24 months and, at other times, spot cleaning is done. Residences may be painted every six (6) to eight (8) years, and furniture is moved at least once a year for cleaning hard-to-reach areas. Staff will assist Residents in arranging and moving furniture as needed during the first 12 months of occupancy at no extra charge. Rearranging of Residence furniture is possible after that time at the Resident's expense. Extra cleaning services are available at an extra charge. Residents will be able to alter the regular list of services from week to week, as they wish. The cleaning schedule will be set in consultation with each Resident.

Internet Access

StoneRidge provides cable TV and telephone jacks using category five cable to each Residence. Through service providers using these installations, Residents may obtain internet access and high-speed internet access at the Residents' expense. StoneRidge provides a business center where Residents may access the internet through StoneRidge's owned computers and highspeed internet access. Wireless internet access is also available throughout the community.

Laundry

The Provider provides weekly flat laundry service to the Residents. Flat laundry items supplied by the Resident are washed, dried, folded, and returned. Such service includes sheets, pillowcases, towels, facecloths, and dishcloths to be provided by the Resident. Although the use of permanent-press linen is strongly recommended, the staff will launder nonpermanent-press items, but will not iron flat laundry. Personal laundry service is available for an extra charge.

LifeSTYLE Promise™

LifeSTYLE Promise is our all-encompassing ideology that residents deserve choices, control and flexibility when it comes to living their lives. At Life Care Services communities, we focus on delivering an extensive variety of services for a rare level of individualization. When it comes to service, every Resident is given a person, attentive approach to hospitality and customer service, at the highest standard. This is our approach to all areas of living at StoneRidge, including health care. Examples are:

- Our flexible Dining Services program
- Housekeeping services organized and delivered according to Resident's preferences
- Residents Association and Residents Council
- Choices in the Health Center, including when to start each day, which activities to enjoy, and when to enjoy meals

Parking

One surface parking spot is provided for each Residence. Uncovered surface parking is available to guests at no extra charge. In addition, carports are available as an alternative for the one surface parking spot on a first-come, first-served basis for an additional fee. Execution of a Carport Agreement is required to reserve a spot. Details of the terms regarding maintaining a carport spot are located within the agreement.

Prescription Service

Delivery service from a local pharmacy is provided for the Residents' convenience.

Private Dining Room

Private dining rooms are available for use by Residents and their guests. Special meals and catering for private parties, if desired, are available for an extra charge. Advance reservations for use of the private dining room are required.

Receptionist

A receptionist is on duty from approximately 8:00 a.m. to 8:00 p.m., seven days a week. Additional hours may be scheduled depending on the needs of the Residents and staff. All payments of monthly billing statements, as well as maintenance requests and messages, are handled at the reception desk.

Residents Association and Residents Council

The Residents of StoneRidge established a Residents Association. Regularly scheduled Resident meetings are held to enable the Residents to ask questions and to permit the Provider to communicate with the Residents. These Resident meetings are usually held monthly. The Residents Association nominates and elects Residents to become members of the Residents Council. The Residents Council usually meets monthly with administration. The Residents

Association is an advisory sounding board for the Provider. The Provider retains full decision-making authority for the operation of StoneRidge.

Salon, Spa, and Barber

Salon, spa, and barber shop services will be available on-site at an extra charge.

Security

The Provider provides security personnel. For the Residents added safety, all entrance and exit doors (except the main entrance and Health Center entrance during the day) are locked 24 hours a day, requiring the Residents to use a key or other secure means to gain entrance.

Services Available for an Extra Charge

Additional services are provided to Residents for an extra charge, added to the monthly billing statement. Such services include guest accommodations (with a seven-day limit on usage), guest meals, beauty/barber shop services, additional Resident meals, additional housekeeping, Residential Health Services (home health care), ancillary Health Center services, and such other reasonable services as requested.

Telephone Service

Each Residence has live telephone jacks in various locations. Local and long-distance telephone service is the Resident's responsibility and expense.

The Cottage at Avalon

Avalon Health Care Center at StoneRidge includes The Cottage at Avalon, with 12 memory care suites licensed as an Assisted Living Services Agency and registered as a Managed Residential Community. The Cottage at Avalon has licensed and registered direct care staff who have had Alzheimer's and dementia-specific training. Residents may be admitted directly to The Cottage at Avalon from their Residences and need not come from a hospital. Resident's attending physician or the Health Center medical director will determine the appropriate level of memory care services required by the Resident upon admission to The Cottage at Avalon. The memory care staff will provide an appropriate plan of care, the ultimate goal of which shall be to provide the highest quality of life possible. The Cottage at Avalon is staffed adequately to provide a high-quality level of care, consistent with the approved budget.

While in The Cottage at Avalon, the Residents are provided memory care services in a one-bedroom suite. If emergency medical care is needed, the memory care staff summons the Resident's attending physician and the Resident's family or responsible party is notified. Such emergency medical care is at the Resident's expense.

The Resident is responsible for the charges for all memory care center meals in excess of the flexible meal program. Such extra charges are added to a Resident's monthly billing statement when he or she is admitted to The Cottage at Avalon. In addition, the Resident is responsible for any ancillary memory care services.

Visitors and volunteers are encouraged to visit the Resident. Friends, relatives or spouses may take meals with the memory care cottage Resident(s) with advance notification.

Transportation

Scheduled bus or other transportation services are provided during the week. Areas of regularly scheduled transportation generally include shopping centers and medical and other professional offices. Special transportation may be provided at extra charge to the Resident.

COMMONLY DISCUSSED TOPICS

Below is a brief overview of some commonly discussed topics. Should you have any questions about these or any other topics, you are encouraged to ask the Residency Counselor. At the time of closing on your Residence, you will receive a Resident Handbook that will address additional topics related to your residency at StoneRidge.

Financial Data

StoneRidge follows a disclosure policy and provides information according to this policy. Information regarding personnel salaries and employees' disciplinary decisions will not be made available. Residents' financial information is handled on a confidential basis. This Exhibit B is a part of the current Disclosure Statement for StoneRidge, which is available for inspection by the Residents, as updated, and includes a current audited financial statement. The Provider will also make available for inspection by the Residents, the most current Annual Financial Filing. Residents are informed of the budgeting process annually. Reports and other data required under various statutes are also available for review.

Gratuities

Gratuities are not permitted, and employees who accept them are subject to discharge. Residents may wish to contribute to the employee appreciation fund established for the benefit of employees. Proceeds from the fund will be distributed to employees on a basis determined by the Residents and administration. Additionally, the Resident's Association conducts an annual Scholarship Fund Drive and monies raised are awarded in scholarships to qualified community employees and their dependents each year.

Monthly Billing Statement

A monthly billing statement outlining the Monthly Service Fee and any extra charges is placed in the Resident's mailbox by the fifth working day of the month and is payable upon receipt.

Pets

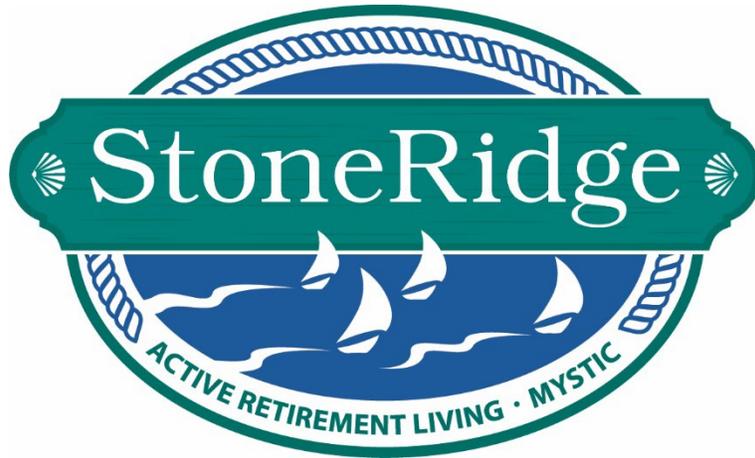
The Provider permits pets. The current pet policy is available in the Resident Handbook.

Smoking

StoneRidge has developed a Smoke/Tobacco/Vapor Free Environment Policy. As part of the Smoke/Tobacco/Vapor Free Environment Policy, Residents are not allowed to use cigarettes, e-cigarettes, cigars, pipes, vaping devices, chewing tobacco, tobacco products and other devices that produce a vapor or smoke of nicotine or other substances for the purposes of smoking or simulating smoking in their Residences or on the property. Smoking by all residents, employees and visitors is permitted off StoneRidge property. The current Smoke/Tobacco/Vapor Free Environment Policy is available in the Resident Handbook.

EXHIBIT C

Residency Agreements



186 Jerry Browne Road
Mystic, CT 06355
(860) 536-9700

TRADITIONAL RESIDENCY AGREEMENT

TABLE OF CONTENTS

GLOSSARY	v
1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS	2
2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE	3
3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE	4
4. AVALON HEALTH CENTER AT STONERIDGE.....	4
4.1 Health Center Care Services	4
4.2 Payment for Health Center Care Services	5
4.3 Health Care Decisions	5
5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.....	5
5.1 Entrance Payment	5
5.2 Second Person Fee	6
5.3 Working Capital Fee	6
6. MONTHLY CHARGES	6
6.1 Monthly Fee	6
6.2 Monthly Fee Changes	6
6.3 Payment.....	6
6.4 Late Payment	6
6.5 Cease Payment of Monthly Fee for Residence.....	7
7. REPAYMENT OF ENTRANCE PAYMENT	7
7.1 Refund of Entrance Payment Prior to Assuming Occupancy	7
7.1.1 Nonacceptance	7
7.1.2 Right of Rescission Period	7
7.1.3 Change in Condition	7
7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3	8
7.2 Repayment of Entrance Payment and Second Person Fee Following Occupancy	8
7.2.1 Administrative Fee.....	8
7.2.2 Repayment Within First Ten Months of Occupancy.....	8
7.2.3 Repayment After Ten Months of Occupancy.....	8
7.3 Repayment of Loan.....	9
7.4 Right of Offset	9

7.5	Beneficiary Designation	9
8.	YOUR CANCELLATION RIGHTS.....	9
8.1	Prior to Occupancy	9
8.2	During First Ten Months of Occupancy	10
8.2.1	Written Notice.....	10
8.2.2	Monthly Fee.....	10
8.2.3	Removal of Property.....	10
8.2.4	Cancellation.....	10
8.2.5	Repayment of Entrance Payment	10
8.3	After First Ten Months of Occupancy.....	10
8.3.1	Written Notice.....	10
8.3.2	Monthly Fee.....	11
8.3.3	Removal of Property.....	11
8.3.4	Cancellation	11
8.3.5	Repayment of Entrance Payment	11
8.4	Death	11
8.4.1	Monthly Fee.....	11
8.4.2	Removal of Property.....	11
8.4.3	Cancellation	12
8.4.4	Repayment of Entrance Payment	12
9.	OUR CANCELLATION RIGHTS	12
9.1	Just Cause.....	12
9.1.1	Nonpayment.....	12
9.1.2	Failure to Comply	12
9.1.3	Threat to Health or Safety.....	12
9.1.4	Change in Condition	12
9.2	Financial Difficulty.....	12
9.2.1	Permitted to Stay.....	12
9.2.2	Terms of Stay.....	13
9.2.3	Guarantor	13
9.3	Notice of Cancellation	13
9.4	Emergency Notice.....	14
10.	MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.....	14

10.1	Use of Residence	14
10.2	Occupants of Residence.....	14
10.3	Emergency Entry and Relocation	15
10.4	Furnishings.....	15
10.5	Alterations by You.....	15
10.6	Refurbishment.....	15
10.7	Non-Smoking Policy.....	15
11.	AMENDMENTS.....	16
11.1	This Agreement.....	16
11.2	All Agreements	16
11.3	Law Changes.....	16
12.	MISCELLANEOUS LEGAL PROVISIONS.....	16
12.1	Residents Association.....	16
12.2	Private Employee of Resident	17
12.3	Resident Representations	17
12.4	Adjustments for Absences	17
12.5	Governing Law	17
12.6	Separability	17
12.7	Capacity	17
12.8	Residents	18
12.9	Nature of Rights.....	18
12.10	Release	18
12.11	Indemnity	18
12.12	Force Majeure	18
12.13	Entire Agreement	19
12.14	Tax Considerations	19
12.15	Security	19
12.16	Transfers	19
12.17	Responsible Party	19
12.18	Funeral and Burial Services.....	20
12.19	Arbitration.....	20
12.20	Acknowledgment of Receipt of Documents.....	20
12.21	Residency Agreement Terms.....	21
12.21	StoneRidge Residency Agreement Fee Summary.....	21

EXHIBIT A: RESERVED

EXHIBIT B: PAYMENT FOR HEALTH CENTER CARE SERVICES

- EXHIBIT C: ELECTION FOR FLEXIBLE DINING PROGRAM
- EXHIBIT D: ASSISTANCE IN LIVING SERVICES AT STONERIDGE
- EXHIBIT E: STATEMENT OF CCRC RESIDENT HEALTH CARE RIGHTS
AND PROTECTIONS
- EXHIBIT F: MRC RESIDENTS' BILL OF RIGHTS
- EXHIBIT G: COMPLAINT RESOLUTION PROCESS
- EXHIBIT H: ACKNOWLEDGMENT OF RECEIPT OF RESIDENT
HANDBOOK

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:

"Aging-in-Community Policy" refers to that policy issued by Stoneridge Senior Care, LLC ("SRSC," "we," "us," or "our") which outlines the requirements of the Resident to continue to live in a Residence at StoneRidge.

"Agreement" refers to this Residency Agreement between the Resident and SRSC which delineates the contractual obligations of SRSC to the Resident for accommodations, services, and amenities provided by SRSC.

"Avalon Health Care Center at StoneRidge" or "Health Center" refers to the facility where memory care, rehabilitative care and nursing care will be provided on the StoneRidge campus.

"Clubhouse" refers to the common areas housing the administrative office space, dining room(s), activity room(s), lounges, library, etc., located on the StoneRidge campus.

"Community Related Costs" refers to the operating costs to provide the accommodations, services and amenities listed in Section 1 of the Agreement and provided as a part of the Monthly Fee and the current and anticipated financial needs related to StoneRidge including, but not limited to, operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances.

"Disclosure Statement" refers to that document that outlines in detail the services and amenities to be provided by SRSC.

"Entrance Payment" refers to the payment made to SRSC to assure you a residence in StoneRidge pursuant to terms and conditions of this Agreement.

"Extra Charges" refers to the charges payable in consideration for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement that are in addition to those set forth in the Monthly Fee.

"Financial Assistance Amendment to Residency Agreement" refers to that amendment that allows the Resident to remain at StoneRidge in the event of a change in the Resident's financial condition.

"Health Center Admission Agreement" refers to that agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated rehabilitative care and nursing care area of the Health Center.

"Health Center Care Services" refers to the scope of services that may be provided in the Health Center, including assisted living care, memory care, rehabilitative care and nursing care.

"Manager" refers to Life Care Services LLC, d/b/a Life Care Services TM, an Iowa limited liability company, who is engaged by SRSC to manage Stoneridge pursuant to the terms of a management agreement between such parties, as the same may be amended from time to time.

"Medical Director" refers to the physician identified by SRSC to assist in assuring that quality care is delivered in the Health Center. The Medical Director will also be called upon to assist SRSC, the Resident, and the Resident's family in determining the medical needs of the Resident of StoneRidge.

"Member" refers to Mystic CT Senior Holdings, LLC, a Delaware limited liability company, the sole member of SRSC.

"Memory Care Residency Agreement" refers to the Agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated memory care area of the Health Center.

"Monthly Charges" refers to all those Monthly Charges payable by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the Extra Charges for additional services, the additional Monthly Charges for Health Center services, if any, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular instance.

"Monthly Fee" refers to that monthly fee payable in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the

Agreement and the financial needs related to StoneRidge, as set forth in Section 6. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

"Occupancy" refers to the earlier of the date Resident moves into StoneRidge or the date Resident pays the balance of the Entrance Payment, and pays the Second Person Fee (if applicable) to SRSC pursuant to this Agreement.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

"Personal Service Provider Policy" refers to the policy established by SRSC which sets forth the rules of conduct which must be followed by any Personal Service Provider providing services to residents of StoneRidge.

"Rehabilitative Care" refers to those short-term or temporary nursing care stays in the Health Center, where it is anticipated that the Resident will return to his/her Residence. A Rehabilitative Care stay may include medicine, drugs, prescribed therapy or other supplies and services charged to the Resident as an Extra Charge.

"Residence" refers to a residence at StoneRidge identified in the introductory paragraph of the Agreement in which the Resident is entitled to occupy a Residence pursuant to the Agreement in exchange for paying the Entrance Payment, the Second Person Fee (if applicable), the Working Capital Fee, and the Monthly Fee.

"Residence Modification Agreement" refers to that agreement between SRSC and the Resident which outlines the terms and conditions under which the Resident may make modifications to his/her Residence.

"Residency Policy" refers to that policy issued by SRSC which outlines the initial requirements of the Resident to live in a Residence at StoneRidge.

"Resident" or **"you"** refers to the Resident or Residents who execute the Agreement. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.

"Second Person Fee" (if applicable) refers to the additional fee payable if there are two Residents.

"StoneRidge" refers to the senior living community including the Residences, the *HealthyLife*[™] Services Center, the Health Center, and all site amenities associated with these areas located in Mystic, Connecticut.

"Stoneridge Senior Care, LLC ("SRSC," "we," "our," or "us")" refers to Stoneridge Senior Care LLC, the operator of a *ContinuingCare*[™] senior living community which conducts business as StoneRidge, which includes the Residences, Clubhouse, Health Center, common areas, and site amenities associated with these areas. SRSC is a Delaware limited liability company, qualified to do business in the State of Connecticut.

"Transfer Policy" refers to that policy issued by SRSC that outlines the process for a Resident to relocate to another Residence in StoneRidge.

"Working Capital Fee" refers to the one-time Fee paid by the Resident to SRSC at the time the balance of the Entrance Payment is paid and placed in a Working Capital Account to be used by SRSC only for purposes related to StoneRidge.

**STONERIDGE
TRADITIONAL RESIDENCY AGREEMENT**

This Traditional Residency Agreement (“Agreement”) is entered into by StoneRidge Senior Care, LLC, ("SRSC," "we," "us," or "our") and _____ (individually or collectively, "you," "your," or "Resident"). StoneRidge is a *ContinuingCare*[™] senior living community located in Mystic, Connecticut, whose purpose is to provide individuals of a qualifying age a way of living known as *ContinuingCare*.

StoneRidge provides quality residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: _____
Residence Style: _____

StoneRidge is designed to offer an environment that enriches your life. The objective of StoneRidge is to offer a lifestyle with services and programs based on your interests that will complement or augment your current lifestyle and well-being. The design of StoneRidge allows for creative and healthy lifestyle activities in a comfortable environment.

In addition, there are health care benefits and convenient access to on-site long-term health care facilities including memory care, rehabilitative care or nursing care, if needed. One of the most significant benefits of StoneRidge's health care plan is that, as a Resident of a *ContinuingCare* senior living community, you are offered lifetime use of a Residence, services and amenities, and an on-site Health Center. The health care access is one of the many, and also one of the most important, benefits of becoming a Resident of StoneRidge.

To be accepted for residency, you must meet our residency criteria that include: age guidelines, financial guidelines, and ability to meet the requirements of Residence occupancy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of StoneRidge and to delineate the services to be provided at StoneRidge.

1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will provide at StoneRidge, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

1.1 Weekly housekeeping service;

1.2 Weekly laundry service for personal flat linens;

1.3 As part of StoneRidge's *HealthyLife™ Services* Program, you may choose to participate in fitness, nutrition, active life, and well-being activities to enhance your lifestyle;

1.4 A flexible meal program based on your selection of a dining program option on Exhibit C of this Agreement;

1.5 Dietitian services are available for a limited period of time when ordered by your attending physician to assist in meeting special diet needs;

1.6 Room service for up to 14 consecutive days per occurrence if ordered by the Health Care Navigator director or the director of nursing services;

1.7 One (1) outdoor parking space per Residence;

1.8 Twenty-four hour emergency call monitoring in your Residence by nursing staff;

1.9 Security services;

1.10 Memory care, rehabilitative care and nursing care services in Avalon Health Care Center at StoneRidge as provided in Section 4;

1.11 Water, sewer, utilities, and trash removal;

1.12 Janitorial and maintenance services of buildings and Residences, including provided appliances;

1.13 Carpeting (except in kitchen and bath where there will be alternate floor covering);

1.14 Complete kitchen, including refrigerator with icemaker, range/oven, garbage disposal, and dishwasher;

1.15 Washer/dryer in Residence;

1.16 Local transportation scheduled by us;

1.17 Use of all common areas in StoneRidge;

1.18 Fire detection system;

1.19 Storage area; and

1.20 Standard cable TV service to the Residence.

2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.

We may also make available at StoneRidge, at your request, for as long as you reside in a Residence at StoneRidge, at the then prevailing rates of Extra Charge:

2.1 Residential Health Services (home health care) provided in your Residence as described in the Disclosure Statement;

2.2 Home health services provided in your Residence as described in the Disclosure Statement;

2.3 Outpatient clinic services on-site for walk-ins and scheduled appointments during regularly scheduled hours;

2.4 Care or treatment in the Health Center or Outpatient Treatment Center for physician services, medicine, drugs, prescribed therapy or other similar services and supplies;

2.5 Special events and transportation scheduled by you;

2.6 Meals, food, and beverage services in excess of those provided in consideration for the Monthly Fee;

2.7 Extended dietitian services;

2.8 Extended room service beyond 14 days to your Residence when ordered by the director of nursing services or the residential health services director;

2.9 Additional housekeep-ing;

2.10 Personal laundry service in addition to personal flat linen laundry service;

2.11 Guest rooms;

2.12 Special activities and programs including services or programs offered under the *HealthyLife*TM Services Program; and

2.13 Other services as may be provided from time to time.

3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE. You may reside in your Residence for as long as you live unless you are not capable of living in a Residence as set forth in our Aging-in-Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that memory care, rehabilitative care or nursing care services be provided, you will be offered the opportunity to relocate to the Health Center where we are licensed to provide such care or to secure the services from a Personal Service Provider. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. 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 there are two of you under this Agreement and one of you dies or relocates to the Health Center, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

4. AVALON HEALTH CARE CENTER AT STONERIDGE. SRSC will provide memory care services, rehabilitative care and nursing care services (hereafter also collectively known as "Health Center Care Services") in a designated area of Avalon Health Care Center at StoneRidge (hereafter "Health Center").

4.1 Health Center Care Services. If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible

and your responsible party, if any), you require Health Center Care Services in the Health Center, we will provide such care in the Health Center, and you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care offered. Such Health Center Care Services will be provided in a semi-private or private suite and this care will be limited to the extent authorized by SRSC's licenses issued from the Department of Public Health.

4.2 Payment for Health Center Care Services. Payment for Health Center Care Services provided by us in the Health Center will be in accordance with your selection of a payment option on Exhibit B of this Agreement.

4.3 Health Care Decisions. 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 you choose to relocate to a health center not designated by us, you shall be solely responsible for the fees.

5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.

5.1 Entrance Payment. To assure you a Residence in StoneRidge in accordance with all the terms of this Agreement, you will pay to us an Entrance Payment of \$_____. Payment of 10% of your Entrance Payment at the time of executing this Agreement will reserve your Residence referenced on page 1 of this Agreement. This 10% amount will be held in escrow pursuant to Connecticut law. A copy of the Entrance Payment Escrow Agreement will be available for your review upon your request. The balance of the Entrance Payment (an amount equal to 90% of the Entrance Payment), or \$_____, will be paid to us on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Payment of your Entrance Payment, Second Person Fee (if applicable), Working Capital Fee, and Monthly Charges (described below), entitles you to live in a Residence at StoneRidge. You may live in a Residence for as long as you are capable of living in a Residence and in the Health Center when you are no longer capable of living in a Residence as defined in our current Aging-in-Community Policy, and you will receive services that we are licensed to provide or we have contracted with another party to provide, all in accordance with the terms of this Agreement. Subject to the provisions of the Entrance Payment Escrow Agreement and our repayment obligations under Section 7 below, any non-repayable amounts paid to us as an Entrance Payment and Second Person Fee (if applicable) will be the unrestricted property of the SRSC, once it is earned by the SRSC, and may be used

by the SRSC for any purpose unrelated to StoneRidge, at SRSC's sole discretion. SRSC may distribute any such funds to its Member.

5.2 Second Person Fee. If there are two of you, a Second Person Fee of \$_____ will be paid to SRSC on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement.

5.3 Working Capital Fee. At the same time you pay the balance of the Entrance Payment and commence paying your Monthly Fee for your Residence, you will pay to us a Working Capital Fee that is an amount equal to two (2) times the then-current Monthly Fee for your Residence (including a second person Monthly Fee if there are two of you). This is a one-time non-repayable charge, which we will place in a Working Capital Account to be used by us only for purposes related to StoneRidge.

6. MONTHLY CHARGES

6.1 Monthly Fee. You will pay a Monthly Fee for accommodations, services and amenities provided under Section 1 and for the financial needs related to the Community (e.g., operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances) (collectively, the "Community Related Costs"). The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. Adjustments to the Monthly Fee are intended to cover the current and anticipated changes in the Community Related Costs or as may be required by local, state or federal laws and regulations. We may adjust your Monthly Fee for current and anticipated Community Related Costs upon 30 days' advance written notice.

6.3 Payment. You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Thereafter, your Monthly Fee will be payable each month in advance, upon receipt of a billing statement, including any Extra Charges for the additional services obtained during the preceding month.

6.4 Late Payment. A late payment charge will be assessed 30 days from the date of the billing statement at the rate of 1% per month on the total delinquent

amounts due. Late payment charges will not be compounded in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The late payment charge will cease on the date we receive payment of the total delinquent amount. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

6.5 Cease Payment of Monthly Fee for Residence. The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (or both of you if there are two of you) or we cancel this Agreement and in accordance with Section 8.4 if you die (or if there are two of you, the death of the survivor). In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

7. REPAYMENT OF ENTRANCE PAYMENT.

7.1 Repayment of Entrance Payment Prior to Assuming Occupancy.

7.1.1 Nonacceptance. If we do not accept you for residency, we will repay to you the amount of the Entrance Payment you have paid, without interest, within 30 days of our notice to you of nonacceptance.

7.1.2 Right of Rescission Period. If prior to assuming occupancy you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days following the date this Agreement is executed by you and us, this Agreement will be automatically canceled. In such event, we will repay to you the amount of the Entrance Payment you have paid without interest within 30 days of notice, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement. You shall not be required to move into StoneRidge before expiration of the 30 day rescission period.

7.1.3 Change in Condition. If prior to occupancy (i) you (or either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, upon our receipt of your written notice to us by registered or certified mail this Agreement will be

automatically canceled. In such event, we will repay to you or your legal representative, without interest, the amount of the Entrance Payment you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3. If prior to assuming occupancy you give us written notice of cancellation by registered or certified mail and neither Sections 7.1.1, 7.1.2, nor 7.1.3 are applicable, this Agreement will be canceled. In such event, we will retain the lesser of 2% of your Entrance Payment or \$1,000 from the amount of the Entrance Payment you paid, plus an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in an addendum to this Agreement, and the balance will be repaid to you, without interest, within 60 days of our receipt of your written notice of cancellation.

7.2 Repayment of Entrance Payment and Second Person Fee Following Occupancy.

7.2.1 Administrative Fee. Upon Occupancy SRSC will retain 10% of your Entrance Payment for administrative costs. The administrative fee is not repayable.

7.2.2 Repayment Within First Ten Months of Occupancy. Except within the rescission period which will be handled according to Section 7.1.2 of this Agreement, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) \$_____, an amount equal to 90% of your Entrance Payment. For purposes of calculating the repayment, occupancy will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. The Second Person Fee (if applicable) is not repayable.

7.2.3 Repayment After Ten Months of Occupancy. After the first ten months of your occupancy, should you or we cancel this Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) the amount of the Entrance Payment paid by you, reduced by six percent (6%) earned by us upon occupancy and two percent (2%) per full month of occupancy until the Entrance Payment is fully amortized. For purposes of calculating the repayment, amortization will begin on the first full month of occupancy and will end when this Agreement is

cancelled pursuant to Section 8 or 9 of this Agreement. The Second Person Fee (if applicable) is not repayable.

7.3 Timing of Repayment. Your repayment, if applicable, shall become due and payable upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to StoneRidge. If your Residence is reoccupied by an existing resident of StoneRidge who transfers from another residence ("Transferring Resident"), your repayment shall be due and payable upon the date we receive the next full Entrance Payment for the residence vacated by the Transferring Resident. If more than one internal transfer of existing residents occurs, repayment of your Entrance Payment will be tied to the last vacated residence. However, in no event shall such date be more than 36 months from the date of cancellation of your Residency Agreement at which time your repayment shall become immediately due and payable to you or your estate. We may offset against any repayment any amounts then due by you to us pursuant to Section 7.4.

7.4 Right of Offset. We have the right to offset against any amount of the Entrance Payment that is repayable, any Second Person Fee (if applicable) that is repayable, any unpaid Monthly Charges owed by you, any unreimbursed Health Center charges we have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums owed by you to us. Any amounts owed by you to us will be payable with interest.

7.5 Beneficiary Designation. You may designate a beneficiary for receipt of any repayable portion of the Entrance Payment if the designation is in writing, is witnessed, is noncontingent, is specified in percentages and accounts for 100%, and has received our approval. An Assignment of Rights to Repayment may be obtained from the StoneRidge business office.

8. YOUR CANCELLATION RIGHTS.

8.1 Prior to Occupancy. You may cancel this Agreement for any reason by giving us written notice executed by you (both of you, if there are two of you) and sent by registered or certified mail. If you give such notice, prior to your occupancy of StoneRidge, the cancellation will be effective as described in Section 7.

8.2 During First Ten Months of Occupancy.

8.2.1 Written Notice. During your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' written notice executed by you (both of you if there are two of you) and sent by registered or certified mail.

8.2.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee, or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.2.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.5 Repayment of Entrance Payment. If you give us written notice of cancellation during the first ten months of your occupancy, your Entrance Payment will not amortize, providing you vacate your Residence or the Health Center, and remove all your furniture and other property within 120 days of giving notice; however, if you fail to vacate your Residence or the Health Center within 120 days, your Entrance Payment will amortize from the date you gave us written notice of cancellation, until we remove and store your furniture and other property at the expense and risk of you or your estate. Your Entrance Payment will be repaid in accordance with paragraph 7.3.

8.3 After First Ten Months of Occupancy.

8.3.1 Written Notice. After your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail.

8.3.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.3.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.5 Repayment of Entrance Payment. Your Entrance Payment will amortize as set forth in paragraph 7.2.2, and will stop amortizing upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property. However, if you fail to vacate your Residence or the Health Center with 120 days, your Entrance Payment will amortize as set forth in paragraph 7.2.2, and will stop amortizing when we remove and store your furniture and other property at the expense and risk of you or your estate. Your Entrance Payment will be repaid in accordance with paragraph 7.3.

8.4 Death.

8.4.1 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.2 Removal of Property. If removal of your furniture and other property is not accomplished within 30 days of your death (if there are two of you, the death of the survivor), we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.4.3 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease, upon the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.4 Repayment of Entrance Payment. Your Entrance Payment will amortize as set forth in paragraph 7.2.2 and will stop amortizing upon the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or the Health Center, if applicable, and removal of all your furniture and other property. Your Entrance Payment will be repaid in accordance with paragraph 7.3.

9. OUR CANCELLATION RIGHTS.

9.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

9.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges; or

9.1.2 Failure to Comply. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

9.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or would result in physical damage to the property of others; or

9.1.4 Change in Condition. There is a major change in your physical or mental condition that would preclude caring for you in the Health Center within the limits of our license.

9.2 Financial Difficulty. If, after you have paid the Entrance Payment, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

9.2.1 Permitted to Stay. You shall be permitted to remain at StoneRidge for 120 days after the date of failure to pay, during which time you shall

continue to pay reduced Monthly Charges based on your current income. Pursuant to Section 7.4, any amounts owed by you to us will be payable with interest;

9.2.2 Terms of Stay. After the 120 days, you shall be permitted to remain at StoneRidge at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such 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. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverages. To evidence these agreements based on the circumstances at the time, you agree to enter into a special Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the deferred charges currently payable and the interest rate to be applied to the deferrals and to provide us with a perfected first security interest in your Entrance Payment repayment rights (if applicable). Any payments otherwise due to you from us, including the repayment of your Entrance Payment (if applicable), will be offset against any such deferred charges; and

9.2.3 Guarantor. Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at StoneRidge, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

9.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave StoneRidge within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your Entrance Payment will amortize as set forth in section 7.2 and will stop amortizing on the date you vacate the Residence or the Health Center and

remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with paragraph 7.3.

9.4 Emergency Notice. Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to the Health Center or your Residence at StoneRidge. You will continue to pay the Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your Entrance Payment will amortize as set forth in section 7.2 and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with paragraph 7.3. If there are two of you under this Agreement, and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other person may continue to occupy the Residence or the Health Center under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

10. MISCELLANEOUS PRO-VISIONS WITH RESPECT TO YOUR RESIDENCE.

10.1 Use of Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of StoneRidge and to available services, subject to the terms and conditions of this Agreement.

10.2 Occupants of Residence. Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is

not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-current Second Person Fee (if applicable) as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).

10.3 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you without Extra Charge within or outside StoneRidge. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within StoneRidge or to the Health Center for the protection of your health or safety or for the health or safety of the other residents of StoneRidge. SRSC recognizes your right to participate in making decisions about a permanent move to assisted living or skilled nursing.

10.4 Furnishings. Furnishings within the Residence will be provided by you except as listed in Sections 1.13, 1.14, and 1.15. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

10.5 Alterations by You. You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

10.6 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by all residents of StoneRidge as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against any amount of the Entrance Payment that is repayable. Further, should you relocate to another residence in StoneRidge, you may be subject to a transfer fee as set forth in our current Residence Transfer Policy.

10.7 Non-Smoking Policy. Smoking is prohibited everywhere on its campus. Smoking is not allowed in your Residence, or anywhere else in the building. Because

smoking is not allowed in any interior spaces, including your Residence, damage to the Residence caused by smoking by you or your visitors is not considered normal wear and tear and will be charged for accordingly.

11. AMENDMENTS.

11.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

11.2 All Agreements. In addition, with the approval of (i) at least 67% of the residences with one vote per residence who have this type of residency agreement in StoneRidge, and (ii) us, all residency agreements of this type, may be amended in any respect; provided, however, that no such amendment shall:

11.2.1 Reduce the aforesaid percentage of residences which is required to consent to any such amendment; or

11.2.2 Permit the preference or priority of any residence over any other residence without the consent of each residence.

Upon our approval and upon our receipt of evidence of the approval of at least 67% of the residences with one vote per residence, such amendment shall be effective and any designated residency agreements, which may include this Agreement, shall automatically be amended. Accordingly, any of the terms of this Agreement may be amended, including the scope and type of services provided, upon our approval and approval of at least 67% of the residences with one vote per residence.

11.3 Law Changes. This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Residents Association. Residents shall have the right to organize and operate a Residents Association at StoneRidge and to meet privately to conduct business of the Residents Association. It is our policy to encourage the organization and operation of a Residents Association.

12.2 Private Employee of Resident. 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. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

12.3 Resident Representations. By executing this Agreement, you represent and warrant that: (i) you will be least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; (ii) you are capable of living in your Residence in accordance with StoneRidge Residency Policy; (iii) you 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 (iv) all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

12.4 Adjustments for Absences. You will receive a credit toward your Monthly Fee if you are absent from StoneRidge for more than 30 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from StoneRidge.

12.5 Governing Law. This Agreement will be 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.

12.6 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.

12.7 Capacity. This Agreement has been executed by our duly authorized agent, and no member, officer, director, agent, or employee of ours shall have any

personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

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

12.9 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) 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 repayment of the amounts described in Section 7; (ii) this Agreement and your contractual right to occupy StoneRidge will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you the right to occupy and use space in StoneRidge but does not give you exclusive possession of the Residence against us; (iv) you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (v) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property that comprises StoneRidge; and (vi) this Agreement grants to us complete decision-making authority regarding the management and operation of StoneRidge.

12.10 Release. We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

12.11 Indemnity. To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless, from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission.

12.12 Force Majeure. The occurrence of an event which materially interferes with the ability of Community to perform its obligations or duties hereunder which is not within the reasonable control of Community or any of its Affiliates, and which could not with the exercise of diligent efforts have been avoided ("Force Majeure Event"), including, but not limited to, war, rebellion, natural disasters (including floods,

earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine or other employee restrictions, acts of authority or change in Law, shall suspend such performance during the Force Majeure Event. Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as it is reasonably practicable, in compliance with all applicable law and consistent with reasonably prudent business practice. Community shall not be liable to Resident for any default, breach or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided Community complies in all material respects with its obligations under this Section.

12.13 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.14 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement.

12.15 Intentionally omitted.

12.16 Transfers. We may from time to time issue additional equity interests or sell or transfer interest in StoneRidge, provided that, in such later event, the buyer will agree to assume this Agreement and all other existing Residency Agreements. In addition, we may sell or otherwise transfer the land or other portions of StoneRidge. Your signature hereto constitutes your consent and approval to any such future transfer.

12.17 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect.

The person(s) named as your responsible party will not be a person(s) employed by us or any other entity engaged in the management of StoneRidge.

12.18 Funeral and Burial Services. No funeral or burial services or expenses are provided by us pursuant to this Agreement.

12.19 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New London County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the American Arbitration Association. You and we will jointly agree on an arbitrator and the arbitrator will be selected. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of StoneRidge provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

12.20 Acknowledgment of Receipt of Documents. You hereby certify that you (i) received a copy of this Agreement, (ii) received a copy of our most current Disclosure Statement, and (iii) have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement. Included in this Agreement are the following:

12.20.1 Schedule of Ancillary Charges attached as Exhibit D;

12.20.2 Statement of CCRC Resident Health Care Rights and Protections.

12.20.3 Residents' Managed Residential Community Bill of Rights attached as Exhibit F;

12.20.4 Complaint Resolution Process attached as Exhibit G; and

12.20.5 Acknowledgement of Receipt of Resident Handbook attached as Exhibit H.

12.21 Residency Agreement Terms. You hereby certify that you have executed the following exhibits and that, unless stipulated otherwise, the selections made by you shall govern for the term of this Residency Agreement. By your initials below, you have executed the following exhibits:

Exhibit B – Payment for Health Center Care Services

_____ *ContinuingCare*[™] Reduced Health Center Fees Plan

_____ *ContinuingCare*[™] Priority Access Plan

Exhibit C – Election for Flexible Dining Program:

_____ Standard Plan

_____ Alternative Plan

12.22 StoneRidge Residency Agreement Fee Summary.

Initial Payment of the Entrance Payment (equal to 10% of the Entrance Payment, which is to be paid upon executing this Agreement)

\$ _____

Balance of the Entrance Payment (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to 90% of Entrance Payment)

\$ _____

Total Entrance Payment

\$ _____

Second Person Fee (to be paid within (90) days of the date of our approval of this Agreement or upon occupancy, whichever is earlier)

\$ _____

Working Capital Fee (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to two (2) times the Monthly Fee including a second person Monthly Fee, if applicable)

\$ _____*

Monthly Fee \$ _____*

Second Person Monthly Fee
(if applicable) \$ _____*

Executed this ___ day of _____, 20__.

Residence Number
Approved this ___ day of _____, 20__.

RESIDENT

STONERIDGE SENIOR CARE, LLC
d/b/a StoneRidge

Witness

By: _____
(as Authorized Representative of Life Care Services, LLC, as agent for Stoneridge Senior Care, LLC)

RESIDENT

Witness

02/19/2021



Residence Type

W:\StoneRidge - CT\Agreements URM
Ready\Residency Agreements URM
Ready\Traditional Residency Agreement (2021-02-19) CLEAN.docx

EXHIBIT A

RESERVED

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES REDUCED HEALTH CENTER FEES PLAN

1. First 90 Days of Health Center Care Services. Health Center Care Services will be provided in a private or semi-private nursing care in the Health Center at a discounted rate for 90 cumulative days for you (90 days for each of you if there are two of you) but the allowance for one Resident cannot be used by the other. During your first 90 cumulative days of Health Center Care Services, you shall receive a 50% discount from the per diem charge for care in the Health Center. If your stay in the Health Center is fully covered as a Medicare-qualified stay, the discounted 90 cumulative days offered per Resident in this paragraph will not take effect until the termination of your Medicare-qualified stay. While in the Health Center the Monthly Fee for your Residence will continue as before. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of your Entrance Payment.

[NOTE: The (90) cumulative days at 50% is the total number of days allowed per Resident during your lifetime for a combined total for memory care, rehabilitative care and nursing care in the Health Center. After the (90) cumulative days are exhausted, your care will be in accordance with Sections 2 or 3 below, as applicable.]

2. More Than 90 Days of Health Center Care Services When There is One of You. If you require Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charges for your care in the Health Center. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You

will receive a meal credit for one meal per day. You will also pay the charges for your Health Center Care Services. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charge for your care in the Health Center.

3. More than 90 Days of Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Memory Care or Nursing Care. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B

herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center. However, you will be charged the then-current per diem rate being charged to non-residents until you attain the age of 62.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. 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. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If you are eligible to receive the discount provided in Sections 1, 2 or 3 of this Exhibit B, as applicable, and your stay in the Health Center is a Medicare-qualified stay, such discount 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 is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at

StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program. Such a managed care stay in the Health Center will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. Such a Medicare-qualified stay at a managed care participating provider other than StoneRidge will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Section 13.4 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Health Center will not reduce the discount towards the per diem charge that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon

between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be paid pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay meal charges for meals that are in excess of those provided for by the Monthly Fees at the then-current charges for meals and any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, as adjusted to reflect any reduction during such stay in the discounts that you are eligible to receive as provided in Sections 1, 2 or 3 of this Exhibit B, as applicable.

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES PRIORITY ACCESS PLAN

1. Health Center Care Services. We will provide you with priority over non-residents for admission to the Health Center. While receiving Health Center Care Services in the Health Center, you will pay the per diem charge in effect for such level of care. You will also pay for any additional services as described in paragraph 6 of this Exhibit B. While in the Health Center, payment of Monthly Fees for your Residence will be in accordance with Section 2 of this Exhibit B when there is one of you and Section 3 of this Exhibit B when there are two of you. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of the Entrance Payment.

2. Health Center Care Services When There is One of You. If there is one of you and you require Health Center Care Services, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate. Charges for your care in the Health Center will be equal to the then-current per diem charge in effect for such level of care.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You will receive a meal credit for one meal per day. You will also pay the charges equal to the then-current per diem charge in effect for such level of care.

3. Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Health Center Care Services. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Charges for your care will be equal to the then-current per diem charges in effect for the level of care provided. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. 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. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating

provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Sections 2 and 3 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be equal to the then-current per diem rate. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay for any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, for the charges identified in this Exhibit B, as applicable.

EXHIBIT C

DINING PLAN SELECTION FORM

EXHIBIT C

ELECTION FOR FLEXIBLE DINING PROGRAM

As a commitment to promote the flexibility of resident lifestyles at StoneRidge, we are offering two distinct dining allocations under our flexible dining program for residents. For more information on the Dining Program, please refer to the Resident Handbook.

1. **Standard Plan.** Selection of the Standard Plan includes the full meal allocation at the published monthly fee:

Dining Allocation: _____ Points

Published Monthly Fee: \$ _____

2. **Alternative Plan.** Selection of the Alternative Plan includes a lesser meal allocation for a discount off the published monthly fee:

Dining Allocation: _____ Points per person

Total Published Monthly Fee: \$ _____

Discount: \$ _____

Total Discounted Monthly Fee: \$ _____

3. **Resident's Selection of the Dining Plan.** Upon review of the available dining plan options, you have selected:

_____ Standard Plan

_____ Alternative Plan

4. **Term and Renewal of Selection.** The rates described above shall be valid until [Date of Enrollment Term]. Upon occupancy, your selection will be valid through the end of the initial term. Prior to each new annual term, we shall offer you the chance to change your selection or continue with the plan previously chosen. If a Dining Plan Election Form is not delivered to us by the annual renewal date, your previous selection will be renewed.

5. **Changes to Dining Plan Options.** We reserve the right to change the available options and scope of services provided to Residents, upon written notice, in accordance with Residency Agreement. This may include the withdrawal or cancellation of alternative dining plans and discounts.

EXHIBIT D



Ancillary Charge Adjustments Effective January 1, 2020

<u>Service</u>	<u>Charge</u>
Additional Lunch/Dinner Meal by Resident	\$17.00
Guest Meal in Health Center - Dinner	\$17.00
Guest Meal in Health Center – Breakfast or Lunch	\$11.00
Picnic Meal (must use meal credit)	Meal credit plus \$3.00
Holiday Meal Charges for Guests: New Year’s Day, Easter, Mother’s Day, Thanksgiving, Christmas)	Meal credit plus \$8.00 or \$25.00 without use of meal credit
Knock and Drop Meal Delivery (meals delivered directly to your apt.)	No charge
Meal Credit (per Resident Absence Policy)	\$6.15
Guest Suite Apartment (non-smoking, no pets)	\$150.00 (per night, includes tax)
Guest Room (non-smoking, no pets)	\$105.00 (per night, includes tax)
Cot Rental	\$10.00 (per visit)
Postage Meter	Billed at cost
Fax Machine	\$.50 cents per page
Copy Machine	\$.20 cents per black and white copy/\$.50 per color copy
Activities	Billed at cost
Special Housekeeping Services	\$ 10.00 (per 15-minute interval)
Special Maintenance Service/IT Services	\$ 40.00 (per hour) (if applicable, parts billed separately)
Notary Service	\$ 5.00 (per document)
Medical Appointment Transportation	\$ 30.00 (per medical trip per hour, per policy,) (plus mileage if applicable)
SAIL (StoneRidge Assistance in Living Services)	Please see Director of SAIL, at 860.572.5693

EXHIBIT E

STATEMENT OF CCRC RESIDENT HEALTH CARE RIGHTS AND PROTECTIONS

1. A provider shall not prevent or otherwise infringe upon a resident's right to obtain treatment, care and services, including, but not limited to, home health and hospice care, from persons providing health care who have not entered into a contract with or are not affiliated with the provider, subject to the provider's policies and procedures for protecting the health and safety of residents.
2. Residents at a continuing-care retirement facility receiving assisted living or skilled nursing services shall be entitled to all rights and protections afforded under the law, including the right to refuse medications and treatments. A provider shall not prevent or otherwise infringe upon a resident's right to participate, as fully and meaningfully as the resident is able, in making the decision about a permanent move to an assisted living facility or skilled nursing care unit. A provider shall inform family members designated by the resident of the resident's medical condition and care plan. A provider shall not prevent or otherwise infringe upon a resident's right to refuse medications and treatments.
3. Each provider operating a facility shall make reasonable accommodations, in accordance with the American with Disabilities Act, *42 UCS 12101*, et seq., the Fair Housing Amendments Act of 1988, *42 USC 3601*, et seq., and *section 46a-64c of the Connecticut general statutes* to ensure that services and notices are accessible and communicated to residents who have hearing loss, low vision or other disabilities.

EXHIBIT F

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 StoneRidge'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 StoneRidge 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 Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from StoneRidge, 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 SAIL supervisor 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 StoneRidge and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that StoneRidge 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 StoneRidge;
- Privacy when receiving medical treatment or other services within the capacity of Stoneridge
- 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 StoneRidge; 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
 Faculty Licensing and Investigations
 410 Capitol Ave., P.O. Box 340308
 MS#12HSR
 Hartford, CT 06134-0308

Information/General: Victoria Carlson, R.N.
 Supervising Nurse Consultant (860) 509-7400

Complaints: Janet Williams, 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

EXHIBIT G

COMPLAINT RESOLUTION PROCESS

Policy:

Residents are free to communicate grievances to the staff of StoneRidge without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at StoneRidge, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Following are the procedures for a Resident or his/her representative to follow in order to file a grievance with StoneRidge. We reserve the right to change these procedures in order to better accommodate our residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five (5) business days and provide the Resident or his/her representative with a time frame for an appropriate response.
4. If the grievance remains unresolved for thirty (30) days after initial submission, the Department Director will address the grievance with the Executive Director.
5. The Executive Director will address, in writing, the grievance within ten (10) business days.

6. If the grievance remains unresolved for sixty (60) days after the initial submission, the Executive Director will address the grievance with the StoneRidge Board of Directors and with the Management Company's Vice President.
7. The Community's Board of Directors and the Management Company's Vice President will address the grievance within ten (10) business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the administrative office.

EXHIBIT H

Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the StoneRidge 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.

Date

Resident

Resident's Representative

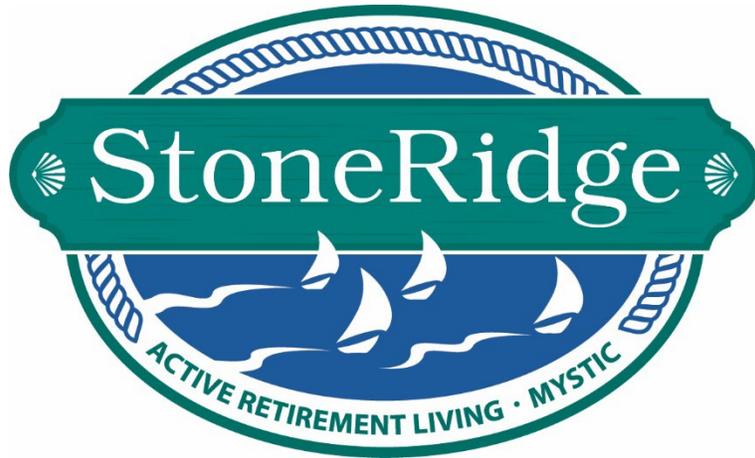
Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident



186 Jerry Browne Road
Mystic, CT 06355
(860) 536-9700

**50% RETURN-OF-CAPITAL™
RESIDENCY AGREEMENT**

07/22/2021

TABLE OF CONTENTS

GLOSSARY	vi
1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS	2
2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.....	3
3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE	4
4. AVALON HEALTH CENTER AT STONERIDGE.....	4
4.1 Health Center Care Services	4
4.2 Payment for Health Center Care Services	5
4.3 Health Care Decisions	5
5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.....	5
5.1 Entrance Payment	5
5.2 First Person Fee and Second Person Fee	6
5.3 Loan	6
5.4 Working Capital Fee.....	6
6. MONTHLY CHARGES	6
6.1 Monthly Fee	6
6.2 Monthly Fee Changes	6
6.3 Payment.....	7
6.4 Late Payment	7
6.5 Cease Payment of Monthly Fee for Residence.....	7
7. REPAYMENT OF FIRST PERSON FEE O LOAN.....	7
7.1 Refund of First Person Fee Prior to Assuming Occupancy.....	7
7.1.1 Nonacceptance	7
7.1.2 Right of Rescission Period	7
7.1.3 Change in Condition	8
7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3	8
7.2 Repayment of First Person Fee and Second Person Fee Following Occupancy.....	8
7.2.1 Administrative Fee.....	8
7.2.2 Repayment Within First Ten Months of Occupancy.....	8
7.2.2 Repayment After Ten Months of Occupancy.....	9
7.3 Repayment of Loan.....	9

7.4	Right of Offset	9
7.5	Beneficiary Designation	9
8.	YOUR CANCELLATION RIGHTS.....	9
8.1	Prior to Occupancy	9
8.2	During First Ten Months of Occupancy.....	9
8.2.1	Written Notice.....	10
8.2.2	Monthly Fee.....	10
8.2.3	Removal of Property.....	10
8.2.4	Cancellation.....	10
8.2.5	Repayment of Entrance Payment	10
8.3	After First Ten Months of Occupancy.....	10
8.3.1	Written Notice.....	10
8.3.2	Monthly Fee.....	10
8.3.3	Removal of Property.....	11
8.3.4	Cancellation	11
8.3.5	Repayment of Entrance Payment	11
8.4	Death.....	11
8.4.1	Monthly Fee.....	11
8.4.2	Removal of Property.....	11
8.4.3	Cancellation	11
8.4.4	Repayment of Entrance Payment	12
9.	OUR CANCELLATION RIGHTS.....	12
9.1	Just Cause.....	12
9.1.1	Nonpayment.....	12
9.1.2	Failure to Comply	12
9.1.3	Threat to Health or Safety.....	12
9.1.4	Change in Condition	12
9.2	Financial Difficulty.....	12
9.2.1	Permitted to Stay.....	12
9.2.2	Terms of Stay.....	13
9.2.3	Guarantor	13
9.3	Notice of Cancellation	13
9.4	Emergency Notice.....	14

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.....	14
10.1 Use of Residence	14
10.2 Occupants of Residence.....	14
10.3 Emergency Entry and Relocation	15
10.4 Furnishings.....	15
10.5 Alterations by You.....	15
10.6 Refurbishment.....	15
10.7 Non-Smoking Policy.....	15
11. AMENDMENTS.....	16
11.1 This Agreement.....	16
11.2 All Agreements	16
11.3 Law Changes.....	16
12. MISCELLANEOUS LEGAL PROVISIONS.....	16
12.1 Residents Association.....	16
12.2 Private Employee of Resident	16
12.3 Resident Representations	17
12.4 Adjustments for Absences	17
12.5 Governing Law	17
12.6 Separability	17
12.7 Capacity	17
12.8 Residents	17
12.9 Nature of Rights.....	18
12.10 Release	18
12.11 Indemnity	18
12.12 Force Majeure	18
12.13 Entire Agreement.....	19
12.14 Tax Considerations	19
12.15 Security	19
12.16 Transfers	19
12.17 Responsible Party	19
12.18 Funeral and Burial Services.....	19
12.19 Arbitration.....	20
12.20 Acknowledgment of Receipt of Documents.....	20
12.21 Residency Agreement Terms.....	21
12.22 StoneRidge Residency Agreement Fee Summary.....	21

EXHIBIT A: LOAN AGREEMENT

EXHIBIT B: PAYMENT FOR HEALTH CENTER CARE SERVICES

EXHIBIT C: ELECTION FOR FLEXIBLE DINING PROGRAM

EXHIBIT D: ASSISTANCE IN LIVING SERVICES AT STONERIDGE

EXHIBIT E: STATEMENT OF CCRC RESIDENT HEALTH CARE RIGHTS
AND PROTECTIONS

EXHIBIT F: MRC RESIDENTS' BILL OF RIGHTS

EXHIBIT G: COMPLAINT RESOLUTION PROCESS

EXHIBIT H: ACKNOWLEDGMENT OF RECEIPT OF RESIDENT
HANDBOOK

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:

"Aging-in-Community Policy" refers to that policy issued by Stoneridge Senior Care, LLC ("SRSC," "we," "us," or "our") which outlines the requirements of the Resident to continue to live in a Residence at StoneRidge.

"Agreement" refers to this Residency Agreement between the Resident and SRSC which delineates the contractual obligations of SRSC to the Resident for accommodations, services, and amenities provided by SRSC.

"Avalon Health Care Center at StoneRidge" or "Health Center" refers to the facility where memory care, rehabilitative care and nursing care will be provided on the StoneRidge campus.

"Clubhouse" refers to the common areas housing the administrative office space, dining room(s), activity room(s), lounges, library, etc., located on the StoneRidge campus.

"Community Related Costs" refers to the operating costs to provide the accommodations, services and amenities listed in Section 1 of the Agreement and provided as a part of the Monthly Fee and the current and anticipated financial needs related to StoneRidge including, but not limited to, operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances.

"Disclosure Statement" refers to that document that outlines in detail the services and amenities to be provided by SRSC.

"Entrance Payment" refers to the sum of the (i) First Person Fee paid to SRSC and (ii) the Loan payment made to SRSC to assure you a residence in StoneRidge pursuant to terms and conditions of this Agreement.

"Extra Charges" refers to the charges payable in consideration for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement that are in addition to those set forth in the Monthly Fee.

"Financial Assistance Amendment to Residency Agreement" refers to that amendment that allows the Resident to remain at StoneRidge in the event of a change in the Resident's financial condition.

"First Person Fee" refers to the fee identified in Section 5 of the Agreement and paid to SRSC. The First Person Fee is equal to 50% of the Entrance Payment

"Health Center Admission Agreement" refers to that agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated rehabilitative care and nursing care area of the Health Center.

"Health Center Care Services" refers to the scope of services that may be provided in the Health Center, including assisted living care, memory care, rehabilitative care and nursing care.

"Loan" refers to the Loan made to SRSC pursuant to the Agreement. The Loan is equal to 50% of the Entrance Payment

"Manager" refers to Life Care Services LLC, d/b/a Life Care Services TM, an Iowa limited liability company, who is engaged by SRSC to manage Stoneridge pursuant to the terms of a management agreement between such parties, as the same may be amended from time to time.

"Medical Director" refers to the physician identified by SRSC to assist in assuring that quality care is delivered in the Health Center. The Medical Director will also be called upon to assist SRSC, the Resident, and the Resident's family in determining the medical needs of the Resident of StoneRidge.

"Member" refers to Mystic CT Senior Holdings, LLC, a Delaware limited liability company, the sole member of SRSC.

"Memory Care Residency Agreement" refers to the Agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated memory care area of the Health Center.

"Monthly Charges" refers to all those Monthly Charges payable by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the Extra Charges for additional services, the additional Monthly Charges for Health Center services, if any, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular instance.

"Monthly Fee" refers to that monthly fee payable in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the Agreement and the financial needs related to StoneRidge, as set forth in Section 6. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

"Occupancy" refers to the earlier of the date Resident moves into StoneRidge or the date Resident pays the balance of the Entrance Payment, makes a Loan to SRSC, and pays the Second Person Fee (if applicable) to SRSC pursuant to this Agreement.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

"Personal Service Provider Policy" refers to the policy established by SRSC which sets forth the rules of conduct which must be followed by any Personal Service Provider providing services to residents of StoneRidge.

"Rehabilitative Care" refers to those short-term or temporary nursing care stays in the Health Center, where it is anticipated that the Resident will return to his/her Residence. A Rehabilitative Care stay may include medicine, drugs, prescribed therapy or other supplies and services charged to the Resident as an Extra Charge.

"Residence" refers to a residence at StoneRidge identified in the introductory paragraph of the Agreement in which the Resident is entitled to occupy a Residence

pursuant to the Agreement in exchange for paying the First Person Fee, the Second Person Fee (if applicable), the Working Capital Fee, and the Monthly Fee and making the Loan to SRSC.

"Residence Modification Agreement" refers to that agreement between SRSC and the Resident which outlines the terms and conditions under which the Resident may make modifications to his/her Residence.

"Residency Policy" refers to that policy issued by SRSC which outlines the initial requirements of the Resident to live in a Residence at StoneRidge.

"Resident" or **"you"** refers to the Resident or Residents who execute the Agreement. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.

"Second Person Fee" (if applicable) refers to the additional fee payable if there are two Residents.

"StoneRidge" refers to the senior living community including the Residences, the *HealthyLife™ Services* Center, the Health Center, and all site amenities associated with these areas located in Mystic, Connecticut.

"Stoneridge Senior Care, LLC ("SRSC," "we," "our," or "us")" refers to Stoneridge Senior Care LLC, the operator of a *ContinuingCare™* senior living community which conducts business as StoneRidge, which includes the Residences, Clubhouse, Health Center, common areas, and site amenities associated with these areas. SRSC is a Delaware limited liability company, qualified to do business in the State of Connecticut.

"Transfer Policy" refers to that policy issued by SRSC that outlines the process for a Resident to relocate to another Residence in StoneRidge.

"Working Capital Fee" refers to the one-time Fee paid by the Resident to SRSC at the time the balance of the Entrance Payment is paid and placed in a Working Capital Account to be used by SRSC only for purposes related to StoneRidge.

STONERIDGE
50% RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT

This 50% Return-of-Capital™ Residency Agreement (“Agreement”) is entered into by StoneRidge Senior Care, LLC, ("SRSC," "we," "us," or "our") and (individually or collectively, "you," "your," or "Resident"). StoneRidge is a *ContinuingCare*™ senior living community located in Mystic, Connecticut, whose purpose is to provide individuals of a qualifying age a way of living known as *ContinuingCare*.

StoneRidge provides quality residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: _____
Residence Style: _____

StoneRidge is designed to offer an environment that enriches your life. The objective of StoneRidge is to offer a lifestyle with services and programs based on your interests that will complement or augment your current lifestyle and well-being. The design of StoneRidge allows for creative and healthy lifestyle activities in a comfortable environment.

In addition, there are health care benefits and convenient access to on-site long-term health care facilities including memory care, rehabilitative care or nursing care, if needed. One of the most significant benefits of StoneRidge's health care plan is that, as a Resident of a *ContinuingCare* senior living community, you are offered lifetime use of a Residence, services and amenities, and an on-site Health Center. The health care access is one of the many, and also one of the most important, benefits of becoming a Resident of StoneRidge.

To be accepted for residency, you must meet our residency criteria that include: age guidelines, financial guidelines, and ability to meet the requirements of Residence occupancy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of StoneRidge and to delineate the services to be provided at StoneRidge.

1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will provide at StoneRidge, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

1.1 Weekly housekeeping service;

1.2 Weekly laundry service for personal flat linens;

1.3 As part of StoneRidge's *HealthyLife™ Services* Program, you may choose to participate in fitness, nutrition, active life, and well-being activities to enhance your lifestyle;

1.4 A flexible meal program based on your selection of a dining program option on Exhibit C of this Agreement;

1.5 Dietitian services are available for a limited period of time when ordered by your attending physician to assist in meeting special diet needs;

1.6 Room service for up to 14 consecutive days per occurrence if ordered by the Health Care Navigator director or the director of nursing services;

1.7 One (1) outdoor parking space per Residence;

1.8 Twenty-four hour emergency call monitoring in your Residence by nursing staff;

1.9 Security services;

1.10 Memory care, rehabilitative care and nursing care services in Avalon Health Care Center at StoneRidge as provided in Section 4;

1.11 Water, sewer, utilities, and trash removal;

1.12 Janitorial and maintenance services of buildings and Residences, including provided appliances;

1.13 Carpeting (except in kitchen and bath where there will be alternate floor covering);

1.14 Complete kitchen, including refrigerator with icemaker, range/oven, garbage disposal, and dishwasher;

1.15 Washer/dryer in Residence;

1.16 Local transportation scheduled by us;

1.17 Use of all common areas in StoneRidge;

1.18 Fire detection system;

1.19 Storage area; and

1.20 Standard cable TV service to the Residence.

2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.

We may also make available at StoneRidge, at your request, for as long as you reside in a Residence at StoneRidge, at the then prevailing rates of Extra Charge:

2.1 Residential Health Services (home health care) provided in your Residence as described in the Disclosure Statement;

2.2 Home health services provided in your Residence as described in the Disclosure Statement;

2.3 Outpatient clinic services on-site for walk-ins and scheduled appointments during regularly scheduled hours;

2.4 Care or treatment in the Health Center or Outpatient Treatment Center for physician services, medicine, drugs, prescribed therapy or other similar services and supplies;

2.5 Special events and transportation scheduled by you;

2.6 Meals, food, and beverage services in excess of those provided in consideration for the Monthly Fee;

2.7 Extended dietitian services;

2.8 Extended room service beyond 14 days to your Residence when ordered by the director of nursing services or the residential health services director;

2.9 Additional housekeeping;

2.10 Personal laundry service in addition to personal flat linen laundry service;

2.11 Guest rooms;

2.12 Special activities and programs including services or programs offered under the *HealthyLife*TM Services Program; and

2.13 Other services as may be provided from time to time.

3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE. You may reside in your Residence for as long as you live unless you are not capable of living in a Residence as set forth in our Aging-in-Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that memory care, rehabilitative care or nursing care services be provided, you will be offered the opportunity to relocate to the Health Center where we are licensed to provide such care or to secure the services from a Personal Service Provider. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. 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 there are two of you under this Agreement and one of you dies or relocates to the Health Center, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

4. AVALON HEALTH CARE CENTER AT STONERIDGE. SRSC will provide memory care services, rehabilitative care and nursing care services (hereafter also collectively known as "Health Center Care Services") in a designated area of Avalon Health Care Center at StoneRidge (hereafter "Health Center").

4.1 Health Center Care Services. If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible

and your responsible party, if any), you require Health Center Care Services in the Health Center, we will provide such care in the Health Center, and you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care offered. Such Health Center Care Services will be provided in a semi-private or private suite and this care will be limited to the extent authorized by SRSC's licenses issued from the Department of Public Health.

4.2 Payment for Health Center Care Services. Payment for Health Center Care Services provided by us in the Health Center will be in accordance with your selection of a payment option on Exhibit B of this Agreement.

4.3 Health Care Decisions. 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 you choose to relocate to a health center not designated by us, you shall be solely responsible for the fees.

5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.

5.1 Entrance Payment. To assure you a Residence in StoneRidge in accordance with all the terms of this Agreement, you will pay to us an Entrance Payment of \$_____. Your Entrance Payment is comprised of two parts: (i) the First Person Fee; and (ii) the Loan (which is repayable as outlined in the Loan Agreement). Payment of 10% of your Entrance Payment at the time of executing this Agreement will reserve your Residence referenced on page 1 of this Agreement. This 10% amount will be held in escrow pursuant to Connecticut law. A copy of the Entrance Payment Escrow Agreement will be available for your review upon your request. The balance of the Entrance Payment (an amount equal to 90% of the Entrance Payment), or \$_____, will be paid to us on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Payment of your Entrance Payment, Second Person Fee (if applicable), Working Capital Fee, and Monthly Charges (described below), entitles you to live in a Residence at StoneRidge. You may live in a Residence for as long as you are capable of living in a Residence and in the Health Center when you are no longer capable of living in a Residence as defined in our current Aging-in-Community Policy, and you will receive services that we are licensed to provide or we have contracted with another party to provide, all in accordance with the terms of this Agreement.

5.2 First Person Fee and Second Person Fee. An amount equal to 50% of your Entrance Payment, or \$_____, is the First Person Fee. If there are two of you, a Second Person Fee of \$_____ will be paid to SRSC on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Subject to the provisions of the Entrance Payment Escrow Agreement and our repayment obligations under Section 7 below, any non-repayable amounts paid to us as a First Person Fee and Second Person Fee (if applicable) will be the unrestricted property of the SRSC, once it is earned by the SRSC, and may be used by the SRSC for any purpose unrelated to StoneRidge, at SRSC's sole discretion. SRSC may distribute any such funds to its Member.

5.3 Loan. Your Loan of \$_____, an amount equal to 50% of the Entrance Payment, will be made to SRSC on the earlier of (i) occupancy or (ii) within 90 days of the date of our approval of this Agreement and will be evidenced by the Loan Agreement attached to Exhibit A.

5.4 Working Capital Fee. At the same time you pay the balance of the Entrance Payment, make the Loan to SRSC, and commence paying your Monthly Fee for your Residence, you will pay to us a Working Capital Fee that is an amount equal to two (2) times the then-current Monthly Fee for your Residence (including a second person Monthly Fee if there are two of you). This is a one-time non-repayable charge, which we will place in a Working Capital Account to be used by us only for purposes related to StoneRidge.

6. MONTHLY CHARGES

6.1 Monthly Fee. You will pay a Monthly Fee for accommodations, services and amenities provided under Section 1 and for the financial needs related to the Community (e.g., operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances) (collectively, the "Community Related Costs"). The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. Adjustments to the Monthly Fee are intended to cover the current and anticipated changes in the Community Related Costs or as may be required by local, state or federal laws and regulations. We may adjust your Monthly Fee for current and anticipated Community Related Costs upon 30 days' advance written notice.

6.3 Payment. You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Thereafter, your Monthly Fee will be payable each month in advance, upon receipt of a billing statement, including any Extra Charges for the additional services obtained during the preceding month.

6.4 Late Payment. A late payment charge will be assessed 30 days from the date of the billing statement at the rate of 1% per month on the total delinquent amounts due. Late payment charges will not be compounded in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The late payment charge will cease on the date we receive payment of the total delinquent amount. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

6.5 Cease Payment of Monthly Fee for Residence. The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (or both of you if there are two of you) or we cancel this Agreement and in accordance with Section 8.4 if you die (or if there are two of you, the death of the survivor). In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

7. REPAYMENT OF FIRST PERSON FEE OR LOAN.

7.1 Repayment of First Person Fee Prior to Assuming Occupancy.

7.1.1 Nonacceptance. If we do not accept you for residency, we will repay to you the amount of the First Person Fee you have paid, without interest, within 30 days of our notice to you of nonacceptance.

7.1.2 Right of Rescission Period. If prior to assuming occupancy you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days following the date this Agreement is executed by you and us, this Agreement will be automatically canceled. In such event, we will repay to you the amount of the First Person Fee you have paid without interest within 30 days of notice, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum

to this Agreement. You shall not be required to move into StoneRidge before expiration of the 30 day rescission period.

7.1.3 Change in Condition. If prior to occupancy (i) you (or either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, upon our receipt of your written notice to us by registered or certified mail this Agreement will be automatically canceled. In such event, we will repay to you or your legal representative, without interest, the amount of the First Person Fee you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3. If prior to assuming occupancy you give us written notice of cancellation by registered or certified mail and neither Sections 7.1.1, 7.1.2, nor 7.1.3 are applicable, this Agreement will be canceled. In such event, we will retain the lesser of 2% of your First Person Fee or \$1,000 from the amount of the Entrance Payment you paid, plus an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in an addendum to this Agreement, and the balance will be repaid to you, without interest, within 60 days of our receipt of your written notice of cancellation.

7.2 Repayment of First Person Fee and Second Person Fee Following Occupancy.

7.2.1 Administrative Fee. Upon Occupancy SRSC will retain 10% of your Entrance Payment for administrative costs. This administrative fee is not repayable.

7.2.2 Repayment Within First Ten Months of Occupancy. Except within the rescission period which will be handled according to Section 7.1.2 of this Agreement, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) \$_____, an amount equal to 90% of your Entrance Payment. For purposes of calculating the repayment, occupancy will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

7.2.3 Repayment After Ten Months of Occupancy. After the first ten months of your occupancy, should you or we cancel this Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) the amount of the First Person Fee paid by you, reduced by 2% of the Entrance Payment per full month of your occupancy, until your First Person Fee is fully amortized, leaving a repayment equal to your Loan amount of \$_____. For purposes of calculating the repayment, amortization will begin on the first full month of occupancy and will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

7.3 Repayment of Loan. The repayment of your Loan (if applicable) will be made in accordance with the Loan Agreement attached to Exhibit A.

7.4 Right of Offset. We have the right to offset against any amount of the First Person Fee and Loan that is repayable, any Second Person Fee (if applicable) that is repayable, any unpaid Monthly Charges owed by you, any unreimbursed Health Center charges we have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums owed by you to us. Any amounts owed by you to us will be payable with interest.

7.5 Beneficiary Designation. You may designate a beneficiary for receipt of any repayable portion of the Entrance Payment if the designation is in writing, is witnessed, is noncontingent, is specified in percentages and accounts for 100%, and has received our approval. An Assignment of Rights to Repayment may be obtained from the StoneRidge business office.

8. YOUR CANCELLATION RIGHTS.

8.1 Prior to Occupancy. You may cancel this Agreement for any reason by giving us written notice executed by you (both of you, if there are two of you) and sent by registered or certified mail. If you give such notice, prior to your occupancy of StoneRidge, the cancellation will be effective as described in Section 7.

8.2 During First Ten Months of Occupancy.

8.2.1 Written Notice. During your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail.

8.2.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee, or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.2.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.5 Repayment of Entrance Payment. If you give us written notice of cancellation during the first ten months of your occupancy, your First Person Fee will not amortize, providing you vacate your Residence or the Health Center, and remove all your furniture and other property within 120 days of giving notice; however, if you fail to vacate your Residence or the Health Center within 120 days, your First Person Fee will amortize from the date you gave us written notice of cancellation, until we remove and store your furniture and other property at the expense and risk of you or your estate. Your Entrance Payment and Loan will be repaid in accordance with Exhibit A.

8.3 After First Ten Months of Occupancy.

8.3.1 Written Notice. After your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail.

8.3.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or

(ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.3.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.5 Repayment of Entrance Payment. Your First Person Fee will amortize as set forth in paragraph 7.2.2, and will stop amortizing upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property. However, if you fail to vacate your Residence or the Health Center with 120 days, your First Person Fee will amortize as set forth in paragraph 7.2.2, and will stop amortizing when we remove and store your furniture and other property at the expense and risk of you or your estate. Your Loan will be repaid in accordance with Exhibit A.

8.4 Death.

8.4.1 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.2 Removal of Property. If removal of your furniture and other property is not accomplished within 30 days of your death (if there are two of you, the death of the survivor), we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.4.3 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease, upon the later of (i) your death (if there

are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.4 Repayment of Entrance Payment. Your First Person Fee will amortize as set forth in paragraph 7.2.2 and will stop amortizing upon the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or the Health Center, if applicable, and removal of all your furniture and other property. Your Loan will be repaid in accordance with Exhibit A.

9. OUR CANCELLATION RIGHTS.

9.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

9.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges; or

9.1.2 Failure to Comply. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

9.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or would result in physical damage to the property of others; or

9.1.4 Change in Condition. There is a major change in your physical or mental condition that would preclude caring for you in the Health Center within the limits of our license.

9.2 Financial Difficulty. If, after you have paid the Entrance Payment, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

9.2.1 Permitted to Stay. You shall be permitted to remain at StoneRidge for 120 days after the date of failure to pay, during which time you shall continue to pay reduced Monthly Charges based on your current income. Pursuant to Section 7.4, any amounts owed by you to us will be payable with interest;

9.2.2 Terms of Stay. After the 120 days, you shall be permitted to remain at StoneRidge at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such 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. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverages. To evidence these agreements based on the circumstances at the time, you agree to enter into a special Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the deferred charges currently payable and the interest rate to be applied to the deferrals and to provide us with a perfected first security interest in your Loan repayment rights (if applicable). Any payments otherwise due to you from us, including the repayment of your Loan (if applicable), will be offset against any such deferred charges; and

9.2.3 Guarantor. Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at StoneRidge, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

9.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave StoneRidge within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your First Person Fee will amortize as set forth in section 7.2 and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Loan will be repaid in accordance with Exhibit A.

9.4 Emergency Notice. Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to the Health Center or your Residence at StoneRidge. You will continue to pay the Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your First Person Fee will amortize as set forth in section 7.2 and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Loan will be repaid in accordance with Exhibit A. If there are two of you under this Agreement, and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other person may continue to occupy the Residence or the Health Center under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

10. MISCELLANEOUS PRO-VISIONS WITH RESPECT TO YOUR RESIDENCE.

10.1 Use of Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of StoneRidge and to available services, subject to the terms and conditions of this Agreement.

10.2 Occupants of Residence. Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-

current Second Person Fee (if applicable) as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).

10.3 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you without Extra Charge within or outside StoneRidge. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within StoneRidge or to the Health Center for the protection of your health or safety or for the health or safety of the other residents of StoneRidge. SRSC recognizes your right to participate in making decisions about a permanent move to assisted living or skilled nursing.

10.4 Furnishings. Furnishings within the Residence will be provided by you except as listed in Sections 1.13, 1.14, and 1.15. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

10.5 Alterations by You. You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

10.6 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by all residents of StoneRidge as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against the Loan repayment. Further, should you relocate to another residence in StoneRidge, you may be subject to a transfer fee as set forth in our current Residence Transfer Policy.

10.7 Non-Smoking Policy. Smoking is prohibited everywhere on its campus. Smoking is not allowed in your Residence, or anywhere else in the building. Because smoking is not allowed in any interior spaces, including your Residence, damage to the Residence caused by smoking by you or your visitors is not considered normal wear and tear and will be charged for accordingly.

11. AMENDMENTS.

11.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

11.2 All Agreements. In addition, with the approval of (i) at least 67% of the residences with one vote per residence who have this type of residency agreement in StoneRidge, and (ii) us, all residency agreements of this type, may be amended in any respect; provided, however, that no such amendment shall:

11.2.1 Reduce the aforesaid percentage of residences which is required to consent to any such amendment; or

11.2.2 Permit the preference or priority of any residence over any other residence without the consent of each residence.

Upon our approval and upon our receipt of evidence of the approval of at least 67% of the residences with one vote per residence, such amendment shall be effective and any designated residency agreements, which may include this Agreement, shall automatically be amended. Accordingly, any of the terms of this Agreement may be amended, including the scope and type of services provided, upon our approval and approval of at least 67% of the residences with one vote per residence.

11.3 Law Changes. This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Residents Association. Residents shall have the right to organize and operate a Residents Association at StoneRidge and to meet privately to conduct business of the Residents Association. It is our policy to encourage the organization and operation of a Residents Association.

12.2 Private Employee of Resident. 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. In any event, you must comply with our policy regarding

Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

12.3 Resident Representations. By executing this Agreement, you represent and warrant that: (i) you will be least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; (ii) you are capable of living in your Residence in accordance with StoneRidge Residency Policy; (iii) you 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 (iv) all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

12.4 Adjustments for Absences. You will receive a credit toward your Monthly Fee if you are absent from StoneRidge for more than 30 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from StoneRidge.

12.5 Governing Law. This Agreement will be 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.

12.6 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.

12.7 Capacity. This Agreement has been executed by our duly authorized agent, and no member, officer, director, agent, or employee of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

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

12.9 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) 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 repayment of the amounts described in Section 7; (ii) this Agreement and your contractual right to occupy StoneRidge will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you the right to occupy and use space in StoneRidge but does not give you exclusive possession of the Residence against us; (iv) you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (v) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property that comprises StoneRidge; and (vi) this Agreement grants to us complete decision-making authority regarding the management and operation of StoneRidge.

12.10 Release. We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

12.11 Indemnity. To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless, from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission.

12.12 Force Majeure. The occurrence of an event which materially interferes with the ability of Community to perform its obligations or duties hereunder which is not within the reasonable control of Community or any of its Affiliates, and which could not with the exercise of diligent efforts have been avoided ("Force Majeure Event"), including, but not limited to, war, rebellion, natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine or other employee restrictions, acts of authority or change in Law, shall suspend such performance during the Force Majeure Event. Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to

time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as it is reasonably practicable, in compliance with all applicable law and consistent with reasonably prudent business practice. Community shall not be liable to Resident for any default, breach or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided Community complies in all material respects with its obligations under this Section.

12.13 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.14 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement.

12.15 Intentionally omitted.

12.16 Transfers. We may from time to time issue additional equity interests or sell or transfer interest in StoneRidge, provided that, in such later event, the buyer will agree to assume this Agreement and all other existing Residency Agreements. In addition, we may sell or otherwise transfer the land or other portions of StoneRidge. Your signature hereto constitutes your consent and approval to any such future transfer.

12.17 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party will not be a person(s) employed by us or any other entity engaged in the management of StoneRidge.

12.18 Funeral and Burial Services. No funeral or burial services or expenses are provided by us pursuant to this Agreement.

12.19 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New London County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the American Arbitration Association. You and we will jointly agree on an arbitrator and the arbitrator will be selected. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of StoneRidge provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

12.20 Acknowledgment of Receipt of Documents. You hereby certify that you (i) received a copy of this Agreement, (ii) received a copy of our most current Disclosure Statement, and (iii) have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement. Included in this Agreement are the following:

12.20.1 Schedule of Ancillary Charges attached as Exhibit D;

12.20.2 Statement of CCRC Resident Health Care Rights and Protections.

12.20.3 Residents' Managed Residential Community Bill of Rights attached as Exhibit F;

12.20.4 Complaint Resolution Process attached as Exhibit G; and

12.20.5 Acknowledgement of Receipt of Resident Handbook attached as Exhibit H.

12.21 Residency Agreement Terms. You hereby certify that you have executed the following exhibits and that, unless stipulated otherwise, the selections made by you shall govern for the term of this Residency Agreement. By your initials below, you have executed the following exhibits:

Exhibit B – Payment for Health Center Care Services

_____ *ContinuingCare*[™] Reduced Health Center Fees Plan

_____ *ContinuingCare*[™] Priority Access Plan

Exhibit C – Election for Flexible Dining Program:

_____ Standard Plan

_____ Alternative Plan

12.22 StoneRidge Residency Agreement Fee Summary.

First Person Fee (equal to 50% of the Entrance Payment, of which 10% of the Entrance Payment is to be paid upon executing this Agreement and the remaining 40% to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier)

\$ _____

Loan (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to 50% of Entrance Payment)

\$ _____

Total Entrance Payment (First Person Fee plus Loan)

\$ _____

Second Person Fee (to be paid within (90) days of the date of our approval of this Agreement or upon occupancy, whichever is earlier)

\$ _____

Working Capital Fee (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to two (2) times the Monthly Fee including a second person Monthly Fee, if applicable)

\$ _____ *

Monthly Fee \$ _____ *

Second Person Monthly Fee
(if applicable) \$ _____ *

Executed this ___ day of _____, 20__.

Approved this ___ day of _____, 20__.

RESIDENT

STONERIDGE SENIOR CARE, LLC
d/b/a StoneRidge

Witness

By: _____
(as Authorized Representative of Life Care Services, LLC, as agent for Stoneridge Senior Care, LLC)

RESIDENT

Witness

Residence Type

Residence Number

02/19/2021



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EXHIBIT A
LOAN AGREEMENT
(TO BE EXECUTED AT OCCUPANCY)

Pursuant to your Return-of-Capital Residency Agreement with Stoneridge Senior Care, LLC ("SRSC," "we," "our," or "us"), you agreed to loan \$_____ to SRSC, and we hereby promise to repay your Loan upon the terms and conditions hereinafter set forth in this Loan Agreement ("Agreement"). Capitalized terms used herein shall have the same meanings as set forth in the Residency Agreement.

- 1. Making of Loan.** Your Loan shall be made to SRSC on the earlier of (i) occupancy or (ii) within 90 days of our approval of this Agreement.

- 2. Repayment.** In the event you or we cancel your Residency Agreement and remove your furniture and other property, your Loan shall become due and payable in accordance with Paragraph 7.2 of your Residency Agreement upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to StoneRidge. If your Residence is reoccupied by an existing resident of StoneRidge who transfers from another residence ("Transferring Resident"), your Loan shall be due and payable upon the date we receive the next Entrance Payment (First Person Fee plus Loan) for the residence vacated by the Transferring Resident. If more than one internal transfer of existing residents occurs, repayment of your Loan will be tied to the last vacated residence. However, in no event shall such date be more than 36 months from the date of cancellation of your Residency Agreement, at which time your Loan shall become immediately due and payable to you or your estate. If your Residency Agreement is not cancelled within 30 years from the date of this Agreement, your Loan shall become immediately due and payable by us. You agree to look solely to the assets of SRSC for the repayment of your Loan. We may offset against any Loan repayment any amounts then due by you to us pursuant to Section 7.4 of your Residency Agreement.

- 3. Right of Offset.** You agree that we have the right to offset against any First Person Fee, Second Person Fee (if applicable) or Loan repayment due you, any unpaid Monthly Charges owed by you, any unreimbursed Health Center expenses we have

advanced on your behalf, any amounts deferred by us under Section 7.4 of the Residency Agreement, and any other sums owed by you to us with interest.

4. No Assignment of Loan; Successors and Assigns. Your rights under this Agreement may not be sold, assigned or otherwise transferred, except to your estate, another individual(s) or to certain trusts established for your benefit, subject to our prior approval in our sole discretion. 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 this ___ day of _____, 20__.

Approved this ___ day of _____, 20__.

RESIDENT

STONERIDGE SENIOR CARE, LLC
d/b/a StoneRidge

Witness

By: _____
(as Authorized Representative of Life Care Services, LLC, as agent for Stoneridge Senior Care, LLC)

RESIDENT

Witness

Residence Type

Residence Number

02/19/2021



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EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES REDUCED HEALTH CENTER FEES PLAN

1. First 90 Days of Health Center Care Services. Health Center Care Services will be provided in a private or semi-private nursing care in the Health Center at a discounted rate for 90 cumulative days for you (90 days for each of you if there are two of you) but the allowance for one Resident cannot be used by the other. During your first 90 cumulative days of Health Center Care Services, you shall receive a 50% discount from the per diem charge for care in the Health Center. If your stay in the Health Center is fully covered as a Medicare-qualified stay, the discounted 90 cumulative days offered per Resident in this paragraph will not take effect until the termination of your Medicare-qualified stay. While in the Health Center the Monthly Fee for your Residence will continue as before. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of your Entrance Payment.

[NOTE: The (90) cumulative days at 50% is the total number of days allowed per Resident during your lifetime for a combined total for memory care, rehabilitative care and nursing care in the Health Center. After the (90) cumulative days are exhausted, your care will be in accordance with Sections 2 or 3 below, as applicable.]

2. More Than 90 Days of Health Center Care Services When There is One of You. If you require Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charges for your care in the Health Center. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You will receive a meal credit for one meal per day. You will also pay the charges for your Health Center Care Services. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charge for your care in the Health Center.

3. More than 90 Days of Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Memory Care or Nursing Care. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another

comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center. However, you will be charged the then-current per diem rate being charged to non-residents until you attain the age of 62.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. 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. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If you are eligible to receive the discount provided in Sections 1, 2 or 3 of this Exhibit B, as applicable, and your stay in the Health Center is a Medicare-qualified stay, such discount 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 is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at

StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program. Such a managed care stay in the Health Center will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. Such a Medicare-qualified stay at a managed care participating provider other than StoneRidge will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Section 13.4 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Health Center will not reduce the discount towards the per diem charge that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon

between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be paid pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay meal charges for meals that are in excess of those provided for by the Monthly Fees at the then-current charges for meals and any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, as adjusted to reflect any reduction during such stay in the discounts that you are eligible to receive as provided in Sections 1, 2 or 3 of this Exhibit B, as applicable.

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES PRIORITY ACCESS PLAN

1. Health Center Care Services. We will provide you with priority over non-residents for admission to the Health Center. While receiving Health Center Care Services in the Health Center, you will pay the per diem charge in effect for such level of care. You will also pay for any additional services as described in paragraph 6 of this Exhibit B. While in the Health Center, payment of Monthly Fees for your Residence will be in accordance with Section 2 of this Exhibit B when there is one of you and Section 3 of this Exhibit B when there are two of you. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of the Entrance Payment.

2. Health Center Care Services When There is One of You. If there is one of you and you require Health Center Care Services, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate. Charges for your care in the Health Center will be equal to the then-current per diem charge in effect for such level of care.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You will receive a meal credit for one meal per day. You will also pay the charges equal to the then-current per diem charge in effect for such level of care.

3. Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Health Center Care Services. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Charges for your care will be equal to the then-current per diem charges in effect for the level of care provided. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. 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. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating

provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Sections 2 and 3 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be equal to the then-current per diem rate. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay for any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, for the charges identified in this Exhibit B, as applicable.

EXHIBIT C

DINING PLAN SELECTION FORM

EXHIBIT C
ELECTION FOR FLEXIBLE DINING PROGRAM

As a commitment to promote the flexibility of resident lifestyles at StoneRidge, we are offering two distinct dining allocations under our flexible dining program for residents. For more information on the Dining Program, please refer to the Resident Handbook.

1. **Standard Plan.** Selection of the Standard Plan includes the full meal allocation at the published monthly fee:

Dining Allocation: _____ Points

Published Monthly Fee: \$_____

2. **Alternative Plan.** Selection of the Alternative Plan includes a lesser meal allocation for a discount off the published monthly fee:

Dining Allocation: _____ Points per person

Total Published Monthly Fee: \$_____

Discount: \$_____

Total Discounted Monthly Fee: \$_____

3. **Resident's Selection of the Dining Plan.** Upon review of the available dining plan options, you have selected:

_____ Standard Plan

_____ Alternative Plan

4. **Term and Renewal of Selection.** The rates described above shall be valid until [Date of Enrollment Term]. Upon occupancy, your selection will be valid through the end of the initial term. Prior to each new annual term, we shall offer you the chance to change your selection or continue with the plan previously chosen. If a Dining Plan Election Form is not delivered to us by the annual renewal date, your previous selection will be renewed.

5. **Changes to Dining Plan Options.** We reserve the right to change the available options and scope of services provided to Residents, upon written notice, in accordance with Residency Agreement. This may include the withdrawal or cancellation of alternative dining plans and discounts.

EXHIBIT D



Ancillary Charge Adjustments Effective January 1, 2020

<u>Service</u>	<u>Charge</u>
Additional Lunch/Dinner Meal by Resident	\$17.00
Guest Meal in Health Center - Dinner	\$17.00
Guest Meal in Health Center – Breakfast or Lunch	\$11.00
Picnic Meal (must use meal credit)	Meal credit plus \$3.00
Holiday Meal Charges for Guests: New Year’s Day, Easter, Mother’s Day, Thanksgiving, Christmas)	Meal credit plus \$8.00 or \$25.00 without use of meal credit
Knock and Drop Meal Delivery (meals delivered directly to your apt.)	No charge
Meal Credit (per Resident Absence Policy)	\$6.15
Guest Suite Apartment (non-smoking, no pets)	\$150.00 (per night, includes tax)
Guest Room (non-smoking, no pets)	\$105.00 (per night, includes tax)
Cot Rental	\$10.00 (per visit)
Postage Meter	Billed at cost
Fax Machine	\$.50 cents per page
Copy Machine	\$.20 cents per black and white copy/\$.50 per color copy
Activities	Billed at cost
Special Housekeeping Services	\$ 10.00 (per 15-minute interval)
Special Maintenance Service/IT Services	\$ 40.00 (per hour) (if applicable, parts billed separately)
Notary Service	\$ 5.00 (per document)
Medical Appointment Transportation	\$ 30.00 (per medical trip per hour, per policy,) (plus mileage if applicable)
SAIL (StoneRidge Assistance in Living Services)	Please see Director of SAIL, at 860.572.5693

EXHIBIT E

STATEMENT OF CCRC RESIDENT HEALTH CARE RIGHTS AND PROTECTIONS

1. A provider shall not prevent or otherwise infringe upon a resident's right to obtain treatment, care and services, including, but not limited to, home health and hospice care, from persons providing health care who have not entered into a contract with or are not affiliated with the provider, subject to the provider's policies and procedures for protecting the health and safety of residents.
2. Residents at a continuing-care retirement facility receiving assisted living or skilled nursing services shall be entitled to all rights and protections afforded under the law, including the right to refuse medications and treatments. A provider shall not prevent or otherwise infringe upon a resident's right to participate, as fully and meaningfully as the resident is able, in making the decision about a permanent move to an assisted living facility or skilled nursing care unit. A provider shall inform family members designated by the resident of the resident's medical condition and care plan. A provider shall not prevent or otherwise infringe upon a resident's right to refuse medications and treatments.
3. Each provider operating a facility shall make reasonable accommodations, in accordance with the American with Disabilities Act, *42 UCS 12101*, et seq., the Fair Housing Amendments Act of 1988, *42 USC 3601*, et seq., and *section 46a-64c of the Connecticut general statutes* to ensure that services and notices are accessible and communicated to residents who have hearing loss, low vision or other disabilities.

EXHIBIT F

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 StoneRidge'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 StoneRidge 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 Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from StoneRidge, 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 SAIL supervisor 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 StoneRidge and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that StoneRidge 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 StoneRidge;
- Privacy when receiving medical treatment or other services within the capacity of Stoneridge
- 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 StoneRidge; 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
 Faculty Licensing and Investigations
 410 Capitol Ave., P.O. Box 340308
 MS#12HSR
 Hartford, CT 06134-0308

Information/General: Victoria Carlson, R.N.
 Supervising Nurse Consultant (860) 509-7400

Complaints: Janet Williams, 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

EXHIBIT G

COMPLAINT RESOLUTION PROCESS

Policy:

Residents are free to communicate grievances to the staff of StoneRidge without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at StoneRidge, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Following are the procedures for a Resident or his/her representative to follow in order to file a grievance with StoneRidge. We reserve the right to change these procedures in order to better accommodate our residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five (5) business days and provide the Resident or his/her representative with a time frame for an appropriate response.
4. If the grievance remains unresolved for thirty (30) days after initial submission, the Department Director will address the grievance with the Executive Director.
5. The Executive Director will address, in writing, the grievance within ten (10) business days.

6. If the grievance remains unresolved for sixty (60) days after the initial submission, the Executive Director will address the grievance with the StoneRidge Board of Directors and with the Management Company's Vice President.
7. The Community's Board of Directors and the Management Company's Vice President will address the grievance within ten (10) business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the administrative office.

EXHIBIT H

Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the StoneRidge 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.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident



186 Jerry Browne Road
Mystic, CT 06355
(860) 536-9700

**65% RETURN-OF-CAPITAL™
RESIDENCY AGREEMENT**

TABLE OF CONTENTS

GLOSSARY	v
1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS	2
2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE	3
3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE	4
4. AVALON HEALTH CENTER AT STONERIDGE.....	4
4.1 Health Center Care Services	4
4.2 Payment for Health Center Care Services	5
4.3 Health Care Decisions	5
5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.....	5
5.1 Entrance Payment	5
5.2 First Person Fee and Second Person Fee	6
5.3 Loan	6
5.4 Working Capital Fee.....	6
6. MONTHLY CHARGES	6
6.1 Monthly Fee	6
6.2 Monthly Fee Changes	6
6.3 Payment.....	7
6.4 Late Payment	7
6.5 Cease Payment of Monthly Fee for Residence.....	7
7. REPAYMENT OF FIRST PERSON FEE O LOAN.....	7
7.1 Refund of First Person Fee Prior to Assuming Occupancy.....	7
7.1.1 Nonacceptance	7
7.1.2 Right of Rescission Period	7
7.1.3 Change in Condition	8
7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3	8
7.2 Repayment of First Person Fee and Second Person Fee Following Occupancy.....	8
7.2.1 Administrative Fee.....	8
7.2.2 Repayment Within First Ten Months of Occupancy.....	8
7.2.3 Repayment After Ten Months of Occupancy.....	9
7.3 Repayment of Loan.....	9

7.4	Right of Offset	9
7.5	Beneficiary Designation	9
8.	YOUR CANCELLATION RIGHTS.....	9
8.1	Prior to Occupancy	9
8.2	During First Ten Months of Occupancy.....	9
8.2.1	Written Notice.....	10
8.2.2	Monthly Fee.....	10
8.2.3	Removal of Property.....	10
8.2.4	Cancellation.....	10
8.2.5	Repayment of Entrance Payment	10
8.3	After First Ten Months of Occupancy.....	10
8.3.1	Written Notice.....	10
8.3.2	Monthly Fee.....	10
8.3.3	Removal of Property.....	11
8.3.4	Cancellation	11
8.3.5	Repayment of Entrance Payment	11
8.4	Death.....	11
8.4.1	Monthly Fee.....	11
8.4.2	Removal of Property.....	11
8.4.3	Cancellation	11
8.4.4	Repayment of Entrance Payment	12
9.	OUR CANCELLATION RIGHTS.....	12
9.1	Just Cause.....	12
9.1.1	Nonpayment.....	12
9.1.2	Failure to Comply	12
9.1.3	Threat to Health or Safety.....	12
9.1.4	Change in Condition	12
9.2	Financial Difficulty.....	12
9.2.1	Permitted to Stay.....	12
9.2.2	Terms of Stay.....	13
9.2.3	Guarantor	13
9.3	Notice of Cancellation	13
9.4	Emergency Notice.....	14
10.	MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.....	14

10.1	Use of Residence	14
10.2	Occupants of Residence.....	14
10.3	Emergency Entry and Relocation	15
10.4	Furnishings.....	15
10.5	Alterations by You.....	15
10.6	Refurbishment.....	15
10.7	Non-Smoking Policy.....	15
11.	AMENDMENTS.....	16
11.1	This Agreement.....	16
11.2	All Agreements	16
11.3	Law Changes.....	16
12.	MISCELLANEOUS LEGAL PROVISIONS.....	16
12.1	Residents Association.....	16
12.2	Private Employee of Resident	16
12.3	Resident Representations	17
12.4	Adjustments for Absences	17
12.5	Governing Law	17
12.6	Separability	17
12.7	Capacity	17
12.8	Residents	18
12.9	Nature of Rights.....	18
12.10	Release	18
12.11	Indemnity	18
12.12	Force Majeure	18
12.13	Entire Agreement	19
12.14	Tax Considerations	19
12.15	Security	19
12.16	Transfers	19
12.17	Responsible Party	19
12.18	Funeral and Burial Services.....	20
12.19	Arbitration.....	20
12.20	Acknowledgment of Receipt of Documents.....	20
12.21	Residency Agreement Terms.....	21
12.22	StoneRidge Residency Agreement Fee Summary.....	21

EXHIBIT A: LOAN AGREEMENT

EXHIBIT B: PAYMENT FOR HEALTH CENTER CARE SERVICES

- EXHIBIT C: ELECTION FOR FLEXIBLE DINING PROGRAM
- EXHIBIT D: ASSISTANCE IN LIVING SERVICES AT STONERIDGE
- EXHIBIT E: STATEMENT OF CCRC RESIDENT HEALTH CARE RIGHTS AND PROTECTIONS
- EXHIBIT F: MRC RESIDENTS' BILL OF RIGHTS
- EXHIBIT G: COMPLAINT RESOLUTION PROCESS
- EXHIBIT H: ACKNOWLEDGMENT OF RECEIPT OF RESIDENT HANDBOOK

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:

"Aging-in-Community Policy" refers to that policy issued by Stoneridge Senior Care, LLC ("SRSC," "we," "us," or "our") which outlines the requirements of the Resident to continue to live in a Residence at StoneRidge.

"Agreement" refers to this Residency Agreement between the Resident and SRSC which delineates the contractual obligations of SRSC to the Resident for accommodations, services, and amenities provided by SRSC.

"Avalon Health Care Center at StoneRidge" or "Health Center" refers to the facility where memory care, rehabilitative care and nursing care will be provided on the StoneRidge campus.

"Clubhouse" refers to the common areas housing the administrative office space, dining room(s), activity room(s), lounges, library, etc., located on the StoneRidge campus.

"Community Related Costs" refers to the operating costs to provide the accommodations, services and amenities listed in Section 1 of the Agreement and provided as a part of the Monthly Fee and the current and anticipated financial needs related to StoneRidge including, but not limited to, operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances.

"Disclosure Statement" refers to that document that outlines in detail the services and amenities to be provided by SRSC.

"Entrance Payment" refers to the sum of the (i) First Person Fee paid to SRSC and (ii) the Loan payment made to SRSC to assure you a residence in StoneRidge pursuant to terms and conditions of this Agreement.

"Extra Charges" refers to the charges payable in consideration for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement that are in addition to those set forth in the Monthly Fee.

"Financial Assistance Amendment to Residency Agreement" refers to that amendment that allows the Resident to remain at StoneRidge in the event of a change in the Resident's financial condition.

"First Person Fee" refers to the fee identified in Section 5 of the Agreement and paid to SRSC. The First Person Fee is equal to 35% of the Entrance Payment

"Health Center Admission Agreement" refers to that agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated rehabilitative care and nursing care area of the Health Center.

"Health Center Care Services" refers to the scope of services that may be provided in the Health Center, including assisted living care, memory care, rehabilitative care and nursing care.

"Loan" refers to the Loan made to SRSC pursuant to the Agreement. The Loan is equal to 65% of the Entrance Payment

"Manager" refers to Life Care Services LLC, d/b/a Life Care Services TM, an Iowa limited liability company, who is engaged by SRSC to manage Stoneridge pursuant to the terms of a management agreement between such parties, as the same may be amended from time to time.

"Medical Director" refers to the physician identified by SRSC to assist in assuring that quality care is delivered in the Health Center. The Medical Director will also be called upon to assist SRSC, the Resident, and the Resident's family in determining the medical needs of the Resident of StoneRidge.

"Member" refers to Mystic CT Senior Holdings, LLC, a Delaware limited liability company, the sole member of SRSC.

"Memory Care Residency Agreement" refers to the Agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated memory care area of the Health Center.

"Monthly Charges" refers to all those Monthly Charges payable by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the

Extra Charges for additional services, the additional Monthly Charges for Health Center services, if any, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular instance.

"Monthly Fee" refers to that monthly fee payable in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the Agreement and the financial needs related to StoneRidge, as set forth in Section 6. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

"Occupancy" refers to the earlier of the date Resident moves into StoneRidge or the date Resident pays the balance of the Entrance Payment, makes a Loan to SRSC, and pays the Second Person Fee (if applicable) to SRSC pursuant to this Agreement.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

"Personal Service Provider Policy" refers to the policy established by SRSC which sets forth the rules of conduct which must be followed by any Personal Service Provider providing services to residents of StoneRidge.

"Rehabilitative Care" refers to those short-term or temporary nursing care stays in the Health Center, where it is anticipated that the Resident will return to his/her Residence. A Rehabilitative Care stay may include medicine, drugs, prescribed therapy or other supplies and services charged to the Resident as an Extra Charge.

"Residence" refers to a residence at StoneRidge identified in the introductory paragraph of the Agreement in which the Resident is entitled to occupy a Residence pursuant to the Agreement in exchange for paying the First Person Fee, the Second Person Fee (if applicable), the Working Capital Fee, and the Monthly Fee and making the Loan to SRSC.

"Residence Modification Agreement" refers to that agreement between SRSC and the Resident which outlines the terms and conditions under which the Resident may make modifications to his/her Residence.

"Residency Policy" refers to that policy issued by SRSC which outlines the initial requirements of the Resident to live in a Residence at StoneRidge.

"Resident" or **"you"** refers to the Resident or Residents who execute the Agreement. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.

"Second Person Fee" (if applicable) refers to the additional fee payable if there are two Residents.

"StoneRidge" refers to the senior living community including the Residences, the *HealthyLife™ Services Center*, the Health Center, and all site amenities associated with these areas located in Mystic, Connecticut.

"Stoneridge Senior Care, LLC ("SRSC," "we," "our," or "us")" refers to Stoneridge Senior Care LLC, the operator of a *ContinuingCare™* senior living community which conducts business as StoneRidge, which includes the Residences, Clubhouse, Health Center, common areas, and site amenities associated with these areas. SRSC is a Delaware limited liability company, qualified to do business in the State of Connecticut.

"Transfer Policy" refers to that policy issued by SRSC that outlines the process for a Resident to relocate to another Residence in StoneRidge.

"Working Capital Fee" refers to the one-time Fee paid by the Resident to SRSC at the time the balance of the Entrance Payment is paid and placed in a Working Capital Account to be used by SRSC only for purposes related to StoneRidge.

STONERIDGE
65% RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT

This 65% Return-of-Capital™ Residency Agreement (“Agreement”) is entered into by StoneRidge Senior Care, LLC, ("SRSC," "we," "us," or "our") and _____ (individually or collectively, "you," "your," or "Resident"). StoneRidge is a *ContinuingCare*™ senior living community located in Mystic, Connecticut, whose purpose is to provide individuals of a qualifying age a way of living known as *ContinuingCare*.

StoneRidge provides quality residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: _____
Residence Style: _____

StoneRidge is designed to offer an environment that enriches your life. The objective of StoneRidge is to offer a lifestyle with services and programs based on your interests that will complement or augment your current lifestyle and well-being. The design of StoneRidge allows for creative and healthy lifestyle activities in a comfortable environment.

In addition, there are health care benefits and convenient access to on-site long-term health care facilities including memory care, rehabilitative care or nursing care, if needed. One of the most significant benefits of StoneRidge's health care plan is that, as a Resident of a *ContinuingCare* senior living community, you are offered lifetime use of a Residence, services and amenities, and an on-site Health Center. The health care access is one of the many, and also one of the most important, benefits of becoming a Resident of StoneRidge.

To be accepted for residency, you must meet our residency criteria that include: age guidelines, financial guidelines, and ability to meet the requirements of Residence occupancy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of StoneRidge and to delineate the services to be provided at StoneRidge.

1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will provide at StoneRidge, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

1.1 Weekly housekeeping service;

1.2 Weekly laundry service for personal flat linens;

1.3 As part of StoneRidge's *HealthyLife™ Services* Program, you may choose to participate in fitness, nutrition, active life, and well-being activities to enhance your lifestyle;

1.4 A flexible meal program based on your selection of a dining program option on Exhibit C of this Agreement;

1.5 Dietitian services are available for a limited period of time when ordered by your attending physician to assist in meeting special diet needs;

1.6 Room service for up to 14 consecutive days per occurrence if ordered by the Health Care Navigator director or the director of nursing services;

1.7 One (1) outdoor parking space per Residence;

1.8 Twenty-four hour emergency call monitoring in your Residence by nursing staff;

1.9 Security services;

1.10 Memory care, rehabilitative care and nursing care services in Avalon Health Care Center at StoneRidge as provided in Section 4;

1.11 Water, sewer, utilities, and trash removal;

1.12 Janitorial and maintenance services of buildings and Residences, including provided appliances;

1.13 Carpeting (except in kitchen and bath where there will be alternate floor covering);

1.14 Complete kitchen, including refrigerator with icemaker, range/oven, garbage disposal, and dishwasher;

1.15 Washer/dryer in Residence;

1.16 Local transportation scheduled by us;

1.17 Use of all common areas in StoneRidge;

1.18 Fire detection system;

1.19 Storage area; and

1.20 Standard cable TV service to the Residence.

2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.

We may also make available at StoneRidge, at your request, for as long as you reside in a Residence at StoneRidge, at the then prevailing rates of Extra Charge:

2.1 Residential Health Services (home health care) provided in your Residence as described in the Disclosure Statement;

2.2 Home health services provided in your Residence as described in the Disclosure Statement;

2.3 Outpatient clinic services on-site for walk-ins and scheduled appointments during regularly scheduled hours;

2.4 Care or treatment in the Health Center or Outpatient Treatment Center for physician services, medicine, drugs, prescribed therapy or other similar services and supplies;

2.5 Special events and transportation scheduled by you;

2.6 Meals, food, and beverage services in excess of those provided in consideration for the Monthly Fee;

2.7 Extended dietitian services;

2.8 Extended room service beyond 14 days to your Residence when ordered by the director of nursing services or the residential health services director;

2.9 Additional housekeep-ing;

2.10 Personal laundry service in addition to personal flat linen laundry service;

2.11 Guest rooms;

2.12 Special activities and programs including services or programs offered under the *HealthyLife*TM Services Program; and

2.13 Other services as may be provided from time to time.

3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE. You may reside in your Residence for as long as you live unless you are not capable of living in a Residence as set forth in our Aging-in-Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that memory care, rehabilitative care or nursing care services be provided, you will be offered the opportunity to relocate to the Health Center where we are licensed to provide such care or to secure the services from a Personal Service Provider. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. 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 there are two of you under this Agreement and one of you dies or relocates to the Health Center, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

4. AVALON HEALTH CARE CENTER AT STONERIDGE. SRSC will provide memory care services, rehabilitative care and nursing care services (hereafter also collectively known as "Health Center Care Services") in a designated area of Avalon Health Care Center at StoneRidge (hereafter "Health Center").

4.1 Health Center Care Services. If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible

and your responsible party, if any), you require Health Center Care Services in the Health Center, we will provide such care in the Health Center, and you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care offered. Such Health Center Care Services will be provided in a semi-private or private suite and this care will be limited to the extent authorized by SRSC's licenses issued from the Department of Public Health.

4.2 Payment for Health Center Care Services. Payment for Health Center Care Services provided by us in the Health Center will be in accordance with your selection of a payment option on Exhibit B of this Agreement.

4.3 Health Care Decisions. 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 you choose to relocate to a health center not designated by us, you shall be solely responsible for the fees.

5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.

5.1 Entrance Payment. To assure you a Residence in StoneRidge in accordance with all the terms of this Agreement, you will pay to us an Entrance Payment of \$_____. Your Entrance Payment is comprised of two parts: (i) the First Person Fee; and (ii) the Loan (which is repayable as outlined in the Loan Agreement). Payment of 10% of your Entrance Payment at the time of executing this Agreement will reserve your Residence referenced on page 1 of this Agreement. This 10% amount will be held in escrow pursuant to Connecticut law. A copy of the Entrance Payment Escrow Agreement will be available for your review upon your request. The balance of the Entrance Payment (an amount equal to 90% of the Entrance Payment), or \$_____, will be paid to us on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Payment of your Entrance Payment, Second Person Fee (if applicable), Working Capital Fee, and Monthly Charges (described below), entitles you to live in a Residence at StoneRidge. You may live in a Residence for as long as you are capable of living in a Residence and in the Health Center when you are no longer capable of living in a Residence as defined in our current Aging-in-Community Policy, and you will receive services that we are licensed to provide or we have contracted with another party to provide, all in accordance with the terms of this Agreement.

5.2 First Person Fee and Second Person Fee. An amount equal to 35% of your Entrance Payment, or \$_____, is the First Person Fee. If there are two of you, a Second Person Fee of \$_____ will be paid to SRSC on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Subject to the provisions of the Entrance Payment Escrow Agreement and our repayment obligations under Section 7 below, any non-repayable amounts paid to us as a First Person Fee and Second Person Fee (if applicable) will be the unrestricted property of the SRSC, once it is earned by the SRSC, and may be used by the SRSC for any purpose unrelated to StoneRidge, at SRSC's sole discretion. SRSC may distribute any such funds to its Member.

5.3 Loan. Your Loan of \$_____, an amount equal to 65% of the Entrance Payment, will be made to SRSC on the earlier of (i) occupancy or (ii) within 90 days of the date of our approval of this Agreement and will be evidenced by the Loan Agreement attached to Exhibit A.

5.4 Working Capital Fee. At the same time you pay the balance of the Entrance Payment, make the Loan to SRSC, and commence paying your Monthly Fee for your Residence, you will pay to us a Working Capital Fee that is an amount equal to two (2) times the then-current Monthly Fee for your Residence (including a second person Monthly Fee if there are two of you). This is a one-time non-repayable charge, which we will place in a Working Capital Account to be used by us only for purposes related to StoneRidge.

6. MONTHLY CHARGES

6.1 Monthly Fee. You will pay a Monthly Fee for accommodations, services and amenities provided under Section 1 and for the financial needs related to the Community (e.g., operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances) (collectively, the "Community Related Costs"). The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. Adjustments to the Monthly Fee are intended to cover the current and anticipated changes in the Community Related Costs or as may be required by local, state or federal laws and regulations. We may adjust your Monthly Fee for current and anticipated Community Related Costs upon 30 days' advance written notice.

6.3 Payment. You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Thereafter, your Monthly Fee will be payable each month in advance, upon receipt of a billing statement, including any Extra Charges for the additional services obtained during the preceding month.

6.4 Late Payment. A late payment charge will be assessed 30 days from the date of the billing statement at the rate of 1% per month on the total delinquent amounts due. Late payment charges will not be compounded in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The late payment charge will cease on the date we receive payment of the total delinquent amount. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

6.5 Cease Payment of Monthly Fee for Residence. The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (or both of you if there are two of you) or we cancel this Agreement and in accordance with Section 8.4 if you die (or if there are two of you, the death of the survivor). In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

7. REPAYMENT OF FIRST PERSON FEE OR LOAN.

7.1 Repayment of First Person Fee Prior to Assuming Occupancy.

7.1.1 Nonacceptance. If we do not accept you for residency, we will repay to you the amount of the First Person Fee you have paid, without interest, within 30 days of our notice to you of nonacceptance.

7.1.2 Right of Rescission Period. If prior to assuming occupancy you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days following the date this Agreement is executed by you and us, this Agreement will be automatically canceled. In such event, we will repay to you the amount of the First Person Fee you have paid without interest within 30

days of notice, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement. You shall not be required to move into StoneRidge before expiration of the 30 day rescission period.

7.1.3 Change in Condition. If prior to occupancy (i) you (or either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, upon our receipt of your written notice to us by registered or certified mail this Agreement will be automatically canceled. In such event, we will repay to you or your legal representative, without interest, the amount of the First Person Fee you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3. If prior to assuming occupancy you give us written notice of cancellation by registered or certified mail and neither Sections 7.1.1, 7.1.2, nor 7.1.3 are applicable, this Agreement will be canceled. In such event, we will retain the lesser of 2% of your First Person Fee or \$1,000 from the amount of the Entrance Payment you paid, plus an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in an addendum to this Agreement, and the balance will be repaid to you, without interest, within 60 days of our receipt of your written notice of cancellation.

7.2 Repayment of First Person Fee and Second Person Fee Following Occupancy.

7.2.1 Administrative Fee. Upon Occupancy SRSC will retain 10% of your Entrance Payment for administrative costs. The administrative fee is not repayable.

7.2.2 Repayment Within First Ten Months of Occupancy. Except within the rescission period which will be handled according to Section 7.1.2 of this Agreement, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) \$_____, an amount equal to 90% of your Entrance Payment. For purposes of calculating the repayment, occupancy will end when this Agreement is cancelled pursuant to Section 8 or 9 of this

Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

7.2.3 Repayment After Ten Months of Occupancy. After the first ten months of your occupancy, should you or we cancel this Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) the amount of the First Person Fee paid by you, reduced by 1% of the Entrance Payment per full month of your occupancy, until your First Person Fee is fully amortized, leaving a repayment equal to your Loan amount of \$_____. For purposes of calculating the repayment, amortization will begin on the first full month of occupancy and will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

7.3 Repayment of Loan. The repayment of your Loan (if applicable) will be made in accordance with the Loan Agreement attached to Exhibit A.

7.4 Right of Offset. We have the right to offset against any amount of the First Person Fee and Loan that is repayable, any Second Person Fee (if applicable) that is repayable, any unpaid Monthly Charges owed by you, any unreimbursed Health Center charges we have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums owed by you to us. Any amounts owed by you to us will be payable with interest.

7.5 Beneficiary Designation. You may designate a beneficiary for receipt of any repayable portion of the Entrance Payment if the designation is in writing, is witnessed, is noncontingent, is specified in percentages and accounts for 100%, and has received our approval. An Assignment of Rights to Repayment may be obtained from the StoneRidge business office.

8. YOUR CANCELLATION RIGHTS.

8.1 Prior to Occupancy. You may cancel this Agreement for any reason by giving us written notice executed by you (both of you, if there are two of you) and sent by registered or certified mail. If you give such notice, prior to your occupancy of StoneRidge, the cancellation will be effective as described in Section 7.

8.2 During First Ten Months of Occupancy.

8.2.1 Written Notice. During your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail.

8.2.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee, or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.2.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.5 Repayment of Entrance Payment. If you give us written notice of cancellation during the first ten months of your occupancy, your First Person Fee will not amortize, providing you vacate your Residence or the Health Center, and remove all your furniture and other property within 120 days of giving notice; however, if you fail to vacate your Residence or the Health Center within 120 days, your First Person Fee will amortize from the date you gave us written notice of cancellation, until we remove and store your furniture and other property at the expense and risk of you or your estate. Your Entrance Payment and Loan will be repaid in accordance with Exhibit A.

8.3 After First Ten Months of Occupancy.

8.3.1 Written Notice. After your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail.

8.3.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or

(ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.3.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.5 Repayment of Entrance Payment. Your First Person Fee will amortize as set forth in paragraph 7.2.2, and will stop amortizing upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property. However, if you fail to vacate your Residence or the Health Center with 120 days, your First Person Fee will amortize as set forth in paragraph 7.2.2, and will stop amortizing when we remove and store your furniture and other property at the expense and risk of you or your estate. Your Loan will be repaid in accordance with Exhibit A.

8.4 Death.

8.4.1 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.2 Removal of Property. If removal of your furniture and other property is not accomplished within 30 days of your death (if there are two of you, the death of the survivor), we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.4.3 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease, upon the later of (i) your death (if there

are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.4 Repayment of Entrance Payment. Your First Person Fee will amortize as set forth in paragraph 7.2.2 and will stop amortizing upon the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or the Health Center, if applicable, and removal of all your furniture and other property. Your Loan will be repaid in accordance with Exhibit A.

9. OUR CANCELLATION RIGHTS.

9.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

9.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges; or

9.1.2 Failure to Comply. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

9.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or would result in physical damage to the property of others; or

9.1.4 Change in Condition. There is a major change in your physical or mental condition that would preclude caring for you in the Health Center within the limits of our license.

9.2 Financial Difficulty. If, after you have paid the Entrance Payment, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

9.2.1 Permitted to Stay. You shall be permitted to remain at StoneRidge for 120 days after the date of failure to pay, during which time you shall continue to pay reduced Monthly Charges based on your current income. Pursuant to Section 7.4, any amounts owed by you to us will be payable with interest;

9.2.2 Terms of Stay. After the 120 days, you shall be permitted to remain at StoneRidge at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such 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. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverages. To evidence these agreements based on the circumstances at the time, you agree to enter into a special Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the deferred charges currently payable and the interest rate to be applied to the deferrals and to provide us with a perfected first security interest in your Loan repayment rights (if applicable). Any payments otherwise due to you from us, including the repayment of your Loan (if applicable), will be offset against any such deferred charges; and

9.2.3 Guarantor. Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at StoneRidge, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

9.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave StoneRidge within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your First Person Fee will amortize as set forth in section 7.2 and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Loan will be repaid in accordance with Exhibit A.

9.4 Emergency Notice. Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to the Health Center or your Residence at StoneRidge. You will continue to pay the Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your First Person Fee will amortize as set forth in section 7.2 and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Loan will be repaid in accordance with Exhibit A. If there are two of you under this Agreement, and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other person may continue to occupy the Residence or the Health Center under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

10. MISCELLANEOUS PRO-VISIONS WITH RESPECT TO YOUR RESIDENCE.

10.1 Use of Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of StoneRidge and to available services, subject to the terms and conditions of this Agreement.

10.2 Occupants of Residence. Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-

current Second Person Fee (if applicable) as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).

10.3 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you without Extra Charge within or outside StoneRidge. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within StoneRidge or to the Health Center for the protection of your health or safety or for the health or safety of the other residents of StoneRidge. SRSC recognizes your right to participate in making decisions about a permanent move to assisted living or skilled nursing.

10.4 Furnishings. Furnishings within the Residence will be provided by you except as listed in Sections 1.13, 1.14, and 1.15. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

10.5 Alterations by You. You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

10.6 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by all residents of StoneRidge as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against the Loan repayment. Further, should you relocate to another residence in StoneRidge, you may be subject to a transfer fee as set forth in our current Residence Transfer Policy.

10.7 Non-Smoking Policy. Smoking is prohibited everywhere on its campus. Smoking is not allowed in your Residence, or anywhere else in the building. Because smoking is not allowed in any interior spaces, including your Residence, damage to the Residence caused by smoking by you or your visitors is not considered normal wear and tear and will be charged for accordingly.

11. AMENDMENTS.

11.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

11.2 All Agreements. In addition, with the approval of (i) at least 67% of the residences with one vote per residence who have this type of residency agreement in StoneRidge, and (ii) us, all residency agreements of this type, may be amended in any respect; provided, however, that no such amendment shall:

11.2.1 Reduce the aforesaid percentage of residences which is required to consent to any such amendment; or

11.2.2 Permit the preference or priority of any residence over any other residence without the consent of each residence.

Upon our approval and upon our receipt of evidence of the approval of at least 67% of the residences with one vote per residence, such amendment shall be effective and any designated residency agreements, which may include this Agreement, shall automatically be amended. Accordingly, any of the terms of this Agreement may be amended, including the scope and type of services provided, upon our approval and approval of at least 67% of the residences with one vote per residence.

11.3 Law Changes. This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Residents Association. Residents shall have the right to organize and operate a Residents Association at StoneRidge and to meet privately to conduct business of the Residents Association. It is our policy to encourage the organization and operation of a Residents Association.

12.2 Private Employee of Resident. 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. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

12.3 Resident Representations. By executing this Agreement, you represent and warrant that: (i) you will be least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; (ii) you are capable of living in your Residence in accordance with StoneRidge Residency Policy; (iii) you 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 (iv) all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

12.4 Adjustments for Absences. You will receive a credit toward your Monthly Fee if you are absent from StoneRidge for more than 30 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from StoneRidge.

12.5 Governing Law. This Agreement will be 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.

12.6 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.

12.7 Capacity. This Agreement has been executed by our duly authorized agent, and no member, officer, director, agent, or employee of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

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

12.9 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) 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 repayment of the amounts described in Section 7; (ii) this Agreement and your contractual right to occupy StoneRidge will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you the right to occupy and use space in StoneRidge but does not give you exclusive possession of the Residence against us; (iv) you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (v) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property that comprises StoneRidge; and (vi) this Agreement grants to us complete decision-making authority regarding the management and operation of StoneRidge.

12.10 Release. We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

12.11 Indemnity. To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless, from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission.

12.12 Force Majeure. The occurrence of an event which materially interferes with the ability of Community to perform its obligations or duties hereunder which is not within the reasonable control of Community or any of its Affiliates, and which could not with the exercise of diligent efforts have been avoided (“Force Majeure Event”), including, but not limited to, war, rebellion, natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), accident, strike, riot, civil commotion, act of God, pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine or other employee restrictions, acts

of authority or change in Law, shall suspend such performance during the Force Majeure Event. Community shall promptly notify Resident of the occurrence and particulars of such Force Majeure Event and shall provide Resident, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice of the termination thereof. Community shall use diligent efforts to avoid or remove such causes of non-performance as soon as it is reasonably practicable, in compliance with all applicable law and consistent with reasonably prudent business practice. Community shall not be liable to Resident for any default, breach or damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided Community complies in all material respects with its obligations under this Section.

12.13 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.14 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement.

12.15 Intentionally omitted.

12.16 Transfers. We may from time to time issue additional equity interests or sell or transfer interest in StoneRidge, provided that, in such later event, the buyer will agree to assume this Agreement and all other existing Residency Agreements. In addition, we may sell or otherwise transfer the land or other portions of StoneRidge. Your signature hereto constitutes your consent and approval to any such future transfer.

12.17 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party will not be a person(s) employed by us or any other entity engaged in the management of StoneRidge.

12.18 Funeral and Burial Services. No funeral or burial services or expenses are provided by us pursuant to this Agreement.

12.19 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New London County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the American Arbitration Association. You and we will jointly agree on an arbitrator and the arbitrator will be selected. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of StoneRidge provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

12.20 Acknowledgment of Receipt of Documents. You hereby certify that you (i) received a copy of this Agreement, (ii) received a copy of our most current Disclosure Statement, and (iii) have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement. Included in this Agreement are the following:

12.20.1 Schedule of Ancillary Charges attached as Exhibit D;

12.20.2 Statement of CCRC Resident Health Care Rights and Protections.

12.20.3 Residents' Managed Residential Community Bill of Rights attached as Exhibit F;

12.20.4 Complaint Resolution Process attached as Exhibit G; and

12.20.5 Acknowledgement of Receipt of Resident Handbook attached as Exhibit H.

12.21 Residency Agreement Terms. You hereby certify that you have executed the following exhibits and that, unless stipulated otherwise, the selections made by you shall govern for the term of this Residency Agreement. By your initials below, you have executed the following exhibits:

Exhibit B – Payment for Health Center Care Services

_____ *ContinuingCare*[™] Reduced Health Center Fees Plan

_____ *ContinuingCare*[™] Priority Access Plan

Exhibit C – Election for Flexible Dining Program:

_____ Standard Plan

_____ Alternative Plan

12.22 StoneRidge Residency Agreement Fee Summary.

First Person Fee (equal to 35% of the Entrance Payment, of which 10% of the Entrance Payment is to be paid upon executing this Agreement and the remaining 25% to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier)

\$_____

Loan (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to 65% of Entrance Payment)

\$_____

Total Entrance Payment (First Person Fee plus Loan)

\$_____

Second Person Fee (to be paid within (90) days of the date of our approval of this Agreement or upon occupancy, whichever is earlier)

\$_____

Working Capital Fee (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to two (2) times the Monthly Fee including a second person Monthly Fee, if applicable)

\$_____*

Monthly Fee \$_____*

Second Person Monthly Fee
(if applicable) \$_____*

Executed this ___ day of _____, 20__.

Residence Number

Approved this ___ day of _____, 20__.

RESIDENT

STONERIDGE SENIOR CARE, LLC
d/b/a StoneRidge

Witness

By: _____
(as Authorized Representative of Life Care Services, LLC, as agent for Stoneridge Senior Care, LLC)

RESIDENT

Witness

Residence Type

02/19/2021



65% Return-of-Capital Residency Agreement (2021-02-19) CLEAN

EXHIBIT A
LOAN AGREEMENT
(TO BE EXECUTED AT OCCUPANCY)

Pursuant to your Return-of-Capital Residency Agreement with Stoneridge Senior Care, LLC ("SRSC," "we," "our," or "us"), you agreed to loan \$_____ to SRSC, and we hereby promise to repay your Loan upon the terms and conditions hereinafter set forth in this Loan Agreement ("Agreement"). Capitalized terms used herein shall have the same meanings as set forth in the Residency Agreement.

1. Making of Loan. Your Loan shall be made to SRSC on the earlier of (i) occupancy or (ii) within 90 days of our approval of this Agreement.

2. Repayment. In the event you or we cancel your Residency Agreement and remove your furniture and other property, your Loan shall become due and payable in accordance with Paragraph 7.2 of your Residency Agreement upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to StoneRidge. If your Residence is reoccupied by an existing resident of StoneRidge who transfers from another residence ("Transferring Resident"), your Loan shall be due and payable upon the date we receive the next Entrance Payment (First Person Fee plus Loan) for the residence vacated by the Transferring Resident. If more than one internal transfer of existing residents occurs, repayment of your Loan will be tied to the last vacated residence. However, in no event shall such date be more than 36 months from the date of cancellation of your Residency Agreement, at which time your Loan shall become immediately due and payable to you or your estate. If your Residency Agreement is not cancelled within 30 years from the date of this Agreement, your Loan shall become immediately due and payable by us. You agree to look solely to the assets of SRSC for the repayment of your Loan. We may offset against any Loan repayment any amounts then due by you to us pursuant to Section 7.4 of your Residency Agreement.

3. Right of Offset. You agree that we have the right to offset against any First Person Fee, Second Person Fee (if applicable) or Loan repayment due you, any unpaid Monthly Charges owed by you, any unreimbursed Health Center expenses we have advanced on your behalf, any amounts deferred by us under Section 7.4 of the Residency Agreement, and any other sums owed by you to us with interest.

4. No Assignment of Loan; Successors and Assigns. Your rights under this Agreement may not be sold, assigned or otherwise transferred, except to your estate,

another individual(s) or to certain trusts established for your benefit, subject to our prior approval in our sole discretion. 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.

Dated this _____ day of _____,
20____.

**STONERIDGE SENIOR CARE,
LLC
d/b/a StoneRidge**

RESIDENT

Witness

By _____
(as Authorized Representative of Life
Care Services, LLC, as agent for
Stoneridge Senior Care, LLC)

RESIDENT

Witness



EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES REDUCED HEALTH CENTER FEES PLAN

1. First 90 Days of Health Center Care Services. Health Center Care Services will be provided in a private or semi-private nursing care in the Health Center at a discounted rate for 90 cumulative days for you (90 days for each of you if there are two of you) but the allowance for one Resident cannot be used by the other. During your first 90 cumulative days of Health Center Care Services, you shall receive a 50% discount from the per diem charge for care in the Health Center. If your stay in the Health Center is fully covered as a Medicare-qualified stay, the discounted 90 cumulative days offered per Resident in this paragraph will not take effect until the termination of your Medicare-qualified stay. While in the Health Center the Monthly Fee for your Residence will continue as before. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of your Entrance Payment.

[NOTE: The (90) cumulative days at 50% is the total number of days allowed per Resident during your lifetime for a combined total for memory care, rehabilitative care and nursing care in the Health Center. After the (90) cumulative days are exhausted, your care will be in accordance with Sections 2 or 3 below, as applicable.]

2. More Than 90 Days of Health Center Care Services When There is One of You. If you require Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charges for your care in the Health Center. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You

will receive a meal credit for one meal per day. You will also pay the charges for your Health Center Care Services. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charge for your care in the Health Center.

3. More than 90 Days of Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Memory Care or Nursing Care. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B

herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center. However, you will be charged the then-current per diem rate being charged to non-residents until you attain the age of 62.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. 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. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If you are eligible to receive the discount provided in Sections 1, 2 or 3 of this Exhibit B, as applicable, and your stay in the Health Center is a Medicare-qualified stay, such discount 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 is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at

StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program. Such a managed care stay in the Health Center will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. Such a Medicare-qualified stay at a managed care participating provider other than StoneRidge will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Section 13.4 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Health Center will not reduce the discount towards the per diem charge that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon

between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be paid pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay meal charges for meals that are in excess of those provided for by the Monthly Fees at the then-current charges for meals and any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, as adjusted to reflect any reduction during such stay in the discounts that you are eligible to receive as provided in Sections 1, 2 or 3 of this Exhibit B, as applicable.

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES PRIORITY ACCESS PLAN

1. Health Center Care Services. We will provide you with priority over non-residents for admission to the Health Center. While receiving Health Center Care Services in the Health Center, you will pay the per diem charge in effect for such level of care. You will also pay for any additional services as described in paragraph 6 of this Exhibit B. While in the Health Center, payment of Monthly Fees for your Residence will be in accordance with Section 2 of this Exhibit B when there is one of you and Section 3 of this Exhibit B when there are two of you. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of the Entrance Payment.

2. Health Center Care Services When There is One of You. If there is one of you and you require Health Center Care Services, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate. Charges for your care in the Health Center will be equal to the then-current per diem charge in effect for such level of care.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You will receive a meal credit for one meal per day. You will also pay the charges equal to the then-current per diem charge in effect for such level of care.

3. Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Health Center Care Services. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Charges for your care will be equal to the then-current per diem charges in effect for the level of care provided. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. 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. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating

provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Sections 2 and 3 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be equal to the then-current per diem rate. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay for any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, for the charges identified in this Exhibit B, as applicable.

EXHIBIT C

DINING PLAN SELECTION FORM

EXHIBIT C

ELECTION FOR FLEXIBLE DINING PROGRAM

As a commitment to promote the flexibility of resident lifestyles at StoneRidge, we are offering two distinct dining allocations under our flexible dining program for residents. For more information on the Dining Program, please refer to the Resident Handbook.

1. **Standard Plan.** Selection of the Standard Plan includes the full meal allocation at the published monthly fee:

Dining Allocation: _____ Points

Published Monthly Fee: \$ _____

2. **Alternative Plan.** Selection of the Alternative Plan includes a lesser meal allocation for a discount off the published monthly fee:

Dining Allocation: _____ Points per person

Total Published Monthly Fee: \$ _____

Discount: \$ _____

Total Discounted Monthly Fee: \$ _____

3. **Resident's Selection of the Dining Plan.** Upon review of the available dining plan options, you have selected:

_____ Standard Plan

_____ Alternative Plan

4. **Term and Renewal of Selection.** The rates described above shall be valid until [Date of Enrollment Term]. Upon occupancy, your selection will be valid through the end of the initial term. Prior to each new annual term, we shall offer you the chance to change your selection or continue with the plan previously chosen. If a Dining Plan Election Form is not delivered to us by the annual renewal date, your previous selection will be renewed.
5. **Changes to Dining Plan Options.** We reserve the right to change the available options and scope of services provided to Residents, upon written notice, in accordance with Residency Agreement. This may include the withdrawal or cancellation of alternative dining plans and discounts.

EXHIBIT D



Ancillary Charge Adjustments Effective January 1, 2020

<u>Service</u>	<u>Charge</u>
Additional Lunch/Dinner Meal by Resident	\$17.00
Guest Meal in Health Center - Dinner	\$17.00
Guest Meal in Health Center – Breakfast or Lunch	\$11.00
Picnic Meal (must use meal credit)	Meal credit plus \$3.00
Holiday Meal Charges for Guests: New Year’s Day, Easter, Mother’s Day, Thanksgiving, Christmas)	Meal credit plus \$8.00 or \$25.00 without use of meal credit
Knock and Drop Meal Delivery (meals delivered directly to your apt.)	No charge
Meal Credit (per Resident Absence Policy)	\$6.15
Guest Suite Apartment (non-smoking, no pets)	\$150.00 (per night, includes tax)
Guest Room (non-smoking, no pets)	\$105.00 (per night, includes tax)
Cot Rental	\$10.00 (per visit)
Postage Meter	Billed at cost
Fax Machine	\$.50 cents per page
Copy Machine	\$.20 cents per black and white copy/\$.50 per color copy
Activities	Billed at cost
Special Housekeeping Services	\$ 10.00 (per 15-minute interval)
Special Maintenance Service/IT Services	\$ 40.00 (per hour) (if applicable, parts billed separately)
Notary Service	\$ 5.00 (per document)
Medical Appointment Transportation	\$ 30.00 (per medical trip per hour, per policy,) (plus mileage if applicable)
SAIL (StoneRidge Assistance in Living Services)	Please see Director of SAIL, at 860.572.5693

EXHIBIT E

STATEMENT OF CCRC RESIDENT HEALTH CARE RIGHTS AND PROTECTIONS

1. A provider shall not prevent or otherwise infringe upon a resident's right to obtain treatment, care and services, including, but not limited to, home health and hospice care, from persons providing health care who have not entered into a contract with or are not affiliated with the provider, subject to the provider's policies and procedures for protecting the health and safety of residents.
2. Residents at a continuing-care retirement facility receiving assisted living or skilled nursing services shall be entitled to all rights and protections afforded under the law, including the right to refuse medications and treatments. A provider shall not prevent or otherwise infringe upon a resident's right to participate, as fully and meaningfully as the resident is able, in making the decision about a permanent move to an assisted living facility or skilled nursing care unit. A provider shall inform family members designated by the resident of the resident's medical condition and care plan. A provider shall not prevent or otherwise infringe upon a resident's right to refuse medications and treatments.
3. Each provider operating a facility shall make reasonable accommodations, in accordance with the American with Disabilities Act, *42 UCS 12101*, et seq., the Fair Housing Amendments Act of 1988, *42 USC 3601*, et seq., and *section 46a-64c of the Connecticut general statutes* to ensure that services and notices are accessible and communicated to residents who have hearing loss, low vision or other disabilities.

EXHIBIT F

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 StoneRidge'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 StoneRidge 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 Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from StoneRidge, 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 SAIL supervisor 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 StoneRidge and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that StoneRidge 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 StoneRidge;
- Privacy when receiving medical treatment or other services within the capacity of Stoneridge
- 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 StoneRidge; 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
 Faculty Licensing and Investigations
 410 Capitol Ave., P.O. Box 340308
 MS#12HSR
 Hartford, CT 06134-0308

Information/General: Victoria Carlson, R.N.
 Supervising Nurse Consultant (860) 509-7400

Complaints: Janet Williams, 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

EXHIBIT G

COMPLAINT RESOLUTION PROCESS

Policy:

Residents are free to communicate grievances to the staff of StoneRidge without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at StoneRidge, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Following are the procedures for a Resident or his/her representative to follow in order to file a grievance with StoneRidge. We reserve the right to change these procedures in order to better accommodate our residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five (5) business days and provide the Resident or his/her representative with a time frame for an appropriate response.
4. If the grievance remains unresolved for thirty (30) days after initial submission, the Department Director will address the grievance with the Executive Director.
5. The Executive Director will address, in writing, the grievance within ten (10) business days.

6. If the grievance remains unresolved for sixty (60) days after the initial submission, the Executive Director will address the grievance with the StoneRidge Board of Directors and with the Management Company's Vice President.
7. The Community's Board of Directors and the Management Company's Vice President will address the grievance within ten (10) business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the administrative office.

EXHIBIT H

Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the StoneRidge 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.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT D

Audited Financial Statement

MYSTIC CT SENIOR HOLDINGS, LLC
CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

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**MYSTIC CT SENIOR HOLDINGS, LLC
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020**

INDEPENDENT AUDITOR'S REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED BALANCE SHEETS	3
CONSOLIDATED STATEMENTS OF OPERATIONS	4
CONSOLIDATED STATEMENTS OF MEMBERS' DEFICIT	5
CONSOLIDATED STATEMENTS OF CASH FLOWS	6
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	8



INDEPENDENT AUDITOR'S REPORT

Members
Mystic CT Senior Holdings, LLC

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Mystic CT Senior Holdings, LLC, which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, members' deficit, and cash flows for the years then ended, and the related consolidated notes to the financial statements.

In our opinion, the consolidated financial statement referred to above present fairly, in all material respects, the financial position of Mystic CT Senior Holdings, LLC, as of December 31, 2021 and 2020, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Mystic CT Senior Holdings, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Mystic CT Senior Holdings, LLC's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Mystic CT Senior Holdings, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Mystic CT Senior Holdings, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.


CliftonLarsonAllen LLP

West Des Moines, Iowa
February 25, 2022

**MYSTIC CT SENIOR HOLDINGS, LLC
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2021 AND 2020**

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 8,776,627	\$ 8,549,439
Accounts Receivable, Net of Allowance for Doubtful Accounts (2021, \$73,431; 2020, \$83,255)	1,074,798	915,003
Prepaid Expenses and Other	669,955	567,588
Assets Limited as to Use or Restricted	493,221	67,980
Total Current Assets	11,014,601	10,100,010
Assets Limited as to Use or Restricted	2,989,988	3,668,143
Operating Property, Net of Accumulated Depreciation	49,406,619	50,474,741
Cost of Acquiring Contracts, Net of Accumulated Amortization	481,065	305,031
Total Assets	\$ 63,892,273	\$ 64,547,925
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Term Loan Payable, Current Portion	\$ -	\$ 38,972,625
Accounts Payable, Trade	547,557	463,611
Accounts Payable, Affiliates	23,407	6,166
Accrued Expenses	677,703	399,740
Refundable Deposits from Prospective Residents, Escrowed	493,221	67,980
Loans from Residents, Current Portion	667,137	2,118,828
Total Current Liabilities	2,409,025	42,028,950
Deferred Revenue	26,646,418	25,098,274
Term Loan Payable, Less Current Portion, Net of Unamortized Financing Costs	38,701,549	-
Loans from Residents, Less Current Portion	52,567,993	50,497,829
Total Liabilities	120,324,985	117,625,053
COMMITMENTS AND CONTINGENCIES	-	-
MEMBERS' DEFICIT	(56,432,712)	(53,077,128)
Total Liabilities and Members' Deficit	\$ 63,892,273	\$ 64,547,925

See accompanying Notes to Consolidated Financial Statements.

MYSTIC CT SENIOR HOLDINGS, LLC
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
REVENUES		
Amortization of Nonrefundable Entrance Payments	\$ 3,736,155	\$ 3,390,019
Working Capital Fees	266,572	238,670
Apartment Revenues	13,830,285	12,941,561
Health Care Revenues	7,309,621	7,484,740
Grant Revenues	158,172	500,716
Other Revenues	102	1,352
Total Revenues	25,300,907	24,557,058
OPERATING EXPENSES		
General and Administrative	4,566,007	4,840,429
Plant	2,985,517	2,730,389
Environmental Services	1,167,876	1,135,598
Dietary	3,443,232	3,272,787
Medical and Resident Care	6,348,082	5,956,590
Depreciation and Amortization	3,227,475	3,451,497
Total Operating Expenses	21,738,189	21,387,290
INCOME FROM OPERATIONS	3,562,718	3,169,768
OTHER EXPENSES		
Interest Expense, Net	(1,118,302)	(1,357,658)
Total Other Expenses	(1,118,302)	(1,357,658)
NET INCOME	\$ 2,444,416	\$ 1,812,110

See accompanying Notes to Consolidated Financial Statements.

MYSTIC CT SENIOR HOLDINGS, LLC
CONSOLIDATED STATEMENTS OF MEMBERS' DEFICIT
YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
BALANCE - BEGINNING OF YEAR	\$ (53,077,128)	\$ (53,689,238)
Distributions to Members	(5,800,000)	(1,200,000)
Net Income	<u>2,444,416</u>	<u>1,812,110</u>
BALANCE - END OF YEAR	<u>\$ (56,432,712)</u>	<u>\$ (53,077,128)</u>

See accompanying Notes to Consolidated Financial Statements.

MYSTIC CT SENIOR HOLDINGS, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 2,444,416	\$ 1,812,110
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation and Amortization	3,227,475	3,451,497
Amortization of Financing Costs	48,096	93,079
Amortization of Nonrefundable Entrance Payments	(3,736,155)	(3,390,019)
Unrealized Gain on Derivative Instrument	-	(16,000)
Changes in Operating Assets and Liabilities:		
Accounts Receivable	(159,795)	61,365
Prepaid Expenses and Other	(102,367)	(152,749)
Accounts Payable, Trade	43,926	(291,959)
Accounts Payable, Affiliate	17,241	(9,031)
Accrued Expenses	277,963	(155,382)
Refundable Deposits from Prospective Residents, Escrowed	425,241	(71,999)
Deferred Revenue, Net	5,379,191	3,976,791
Net Cash Provided by Operating Activities	7,865,232	5,307,703
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to Operating Property, Net	(2,073,475)	(1,578,881)
Additions to Costs of Acquiring Contracts	(221,892)	(157,340)
Net Cash Used by Investing Activities	(2,295,367)	(1,736,221)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to Members	(5,800,000)	(1,200,000)
Proceeds from Loans from Residents	6,142,781	5,670,092
Repayment of Loans from Residents	(5,619,200)	(6,097,962)
Payment of Financing Costs	(117,295)	-
Repayment of Term Loan Payable	(201,877)	(1,185,160)
Net Cash Used by Financing Activities	(5,595,591)	(2,813,030)
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(25,726)	758,452
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	12,285,562	11,527,110
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	\$ 12,259,836	\$ 12,285,562

See accompanying Notes to Consolidated Financial Statements.

MYSTIC CT SENIOR HOLDINGS, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
SUPPLEMENTAL SCHEDULE - CASH PAID FOR INTEREST	<u>\$ 980,115</u>	<u>\$ 1,261,082</u>
SUPPLEMENTAL SCHEDULE - OPERATING PROPERTY IN ACCOUNTS PAYABLE	<u>\$ 91,384</u>	<u>\$ 51,364</u>
SUPPLEMENTAL SCHEDULE - CASH RECONCILIATION		
Cash and Cash Equivalents	\$ 8,776,627	\$ 8,549,439
Assets Limited as to Use or Restricted	<u>3,483,209</u>	<u>3,736,123</u>
Total Cash, Cash Equivalents, and Restricted Cash	<u>\$ 12,259,836</u>	<u>\$ 12,285,562</u>

See accompanying Notes to Consolidated Financial Statements.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization

Mystic CT Senior Holdings, LLC (HoldCo), a Delaware limited liability company, was formed on March 9, 2016. HoldCo owns a 100% interest in StoneRidge Senior Care, LLC (OpCo), a Delaware limited liability company, and Mystic CT Senior Property, LLC (PropCo), a Delaware limited liability company. ROC-LCS JV1, LLC (the Parent), a Delaware limited liability company, owns a 100% interest in HoldCo. LCS Milwaukee I LLC (LCSM), an Iowa limited liability company, owns a 10% interest and ROC Seniors Housing Holdings, LLC (ROC), a Florida limited liability company (the Managing Member), owns a 90% interest in the Parent. LCSM and ROC, collectively the Capital Balance Members, formed the Parent, PropCo and HoldCo to acquire OpCo, further develop, manage, own, and operate a continuing care retirement community (dba: StoneRidge) in Mystic, Connecticut (the Community).

Use of Estimates

Due to normal business uncertainties, management must estimate some information included in the consolidated financial statements presented in conformity with accounting principles generally accepted in the United States of America. Actual results could, and probably will, differ from those estimates. Due to the uncertainties inherent in such estimates, it is at least reasonably possible that the estimates could change materially in the near term.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of HoldCo, PropCo, and OpCo, collectively, the Company. Intercompany transactions and balances have been eliminated in the preparation of the accompanying consolidated financial statements.

Cash and Cash Equivalents

The Company considers investments with maturities of three months or less when purchased to be cash equivalents.

Accounts Receivable

Accounts receivable are stated net of allowance for doubtful accounts. Management determines the allowance for doubtful accounts by reviewing each account for its potential for collection. Accounts are routinely reviewed and written off when deemed uncollectible.

Assets Limited as to Use or Restricted

Entrance Payments, prior to occupancy, are held in escrow and invested in shares of a money market fund. These funds remain the property of the prospective residents unless and until available to be released to the Company as provided for in the escrow agreement. The amount of the escrowed Entrance Payments at December 31, 2021 and 2020 were \$493,221 and \$67,980, respectively, and are classified as current assets.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets Limited as to Use or Restricted (Continued)

The Reserve Fund Escrow, as required by the state of Connecticut, is to be equal to at least one month's cash operating costs of the Community, plus six month's debt service. The amount of the Reserve Fund Escrow at December 31, 2021 and 2020 was \$2,236,839 and \$2,236,593, respectively.

The Health Center Reserve, established by OpCo in the amount of \$500,000, is to secure a portion of the loans of the residents who are permanently assigned to the health center. The amount of the Health Center Reserve at December 31, 2021 and 2020 was \$500,000.

The Capital Asset Replacement Reserve account was established to escrow the improvement or replacement of significant capital items as required by a term loan that was satisfied on March 9, 2016. The amount of the Capital Asset Replacement Reserve at December 31, 2021 and 2020 was \$253,149 and \$931,550, respectively.

Assets limited as to use or restricted are all invested in cash and cash equivalents.

Operating Property

Costs incurred for the acquisition of land and the design, development, construction, and interest of the Community have been capitalized and are being depreciated over the life of the respective assets.

Cost of Acquiring Contracts

Cost of acquiring contracts are incremental costs incurred in obtaining a Residency Agreement that would not have been incurred had the Residency Agreement not been obtained. Costs are associated with individual agreements and amortized based on the remaining life expectancy of those residents. Cost of acquiring contracts were \$536,551 and \$329,405 as of December 31, 2021 and 2020, respectively. Accumulated amortization was \$55,486 and \$24,374 as of December 31, 2021 and 2020, respectively. Amortization expense was \$45,858 and \$34,061 for the years ended December 31, 2021 and 2020, respectively.

Income Taxes

The Company is not subject to income taxes. Each Capital Balance Member is taxed on its share of the Company's taxable income, whether or not distributed, and reports on its tax return, its share of any net income or loss of the Company. As a consequence, no provision is made in these financial statements for income taxes, or penalties and interest thereon.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability (or asset) for an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has evaluated their material tax positions and determined there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in these consolidated financial statements.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Interest Rate Risk Management Agreement

The Company held an interest rate risk management agreement (Derivative Instrument) in order to manage the interest rate risk exposure on its term loan (see Note 5). The derivative instrument did not qualify as a cash flow hedge under the Derivatives and Hedging Topic of the *FASB Accounting Standards Codification*. Accordingly, the instrument was recognized in the consolidated financial statements at fair value and changes in fair value were recognized through earnings as interest expense.

Revenues

The resident pays an Entrance Payment, net of funds previously escrowed, consisting of a First Person Fee (and Second Person Fee, if applicable) and a Loan. The First Person Fee is recorded as deferred revenue and is amortized into income over the estimated life expectancy of the residents, adjusted annually based on the actuarially determined life expectancy of the individuals occupying the unit.

The resident pays a working capital fee equal to the then-current monthly fee (described below). When the right to access a residential unit is established, this one-time nonrefundable fee is recognized as income. Its use is restricted for purposes specified in the Residency Agreements.

Residents pay a monthly fee, determined annually. The Residency Agreements provide that residents pay the funds required to operate the Community, which includes all operating expenses, debt service for nonresident debt, repairs and replacements, capital improvements, and working capital. The monthly fee may only be used for purposes specified in the Residency Agreements.

Resident revenue is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing resident services. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Revenue is recognized as performance obligations are satisfied, and the resident receives and controls the good or service.

Performance obligations are determined based on the nature of the services provided by the Company. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Company believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents in the community. The Company measures the performance obligation from admission into the community, to the point when it is no longer required to provide services to the resident, which is generally at the time of death or move-out.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Health Care Revenues

The Company has agreements with third-party payors that provide for payments to the Company at amounts different from the Company's established rates. Payment arrangements include prospectively determined per diem payments. Revenue is recognized as performance obligations are satisfied. Health care revenues are reported at the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors and implicit price concessions provided to residents. See Note 6 for additional information on health care revenues.

Obligation to Provide Future Services

The Company periodically calculates the present value of the net cost of future services and use of facilities to be provided to current residents, which is compared to the balance of deferred entrance fees and estimated future monthly service fees. If the present value of the net cost of future services and use of facilities exceeds the deferred entrance fees and estimated monthly service fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. As of December 31, 2021 and 2020, there was no need to record a liability for an obligation to provide future services and use of facilities.

Provider Relief Funds

Due to the Coronavirus pandemic, the U.S. Department of Health and Human Services (HHS) made available emergency relief grant funds to health care providers through the CARES Act Provider Relief Fund (PRF). Total grant funds approved and received by the Company was \$658,888. The PRF's are subject to certain restrictions on eligible expenses or uses, reporting requirements, and will be subject to audit. At December 31, 2021 and 2020, the Company recognized \$158,172 and \$500,716 as grant revenues on the consolidated statements of operations, respectively. Management believes the amounts have been recognized appropriately as of December 31, 2021 and 2020.

NOTE 2 RELATED PARTY TRANSACTIONS

The Company has a client services agreement with Life Care Services LLC (affiliated through common ownership with LCSM) to provide management services relating to the operations of the Community. For the years ended December 31, 2021 and 2020, \$917,810 and \$1,053,038, respectively, had been expensed and earned under the agreement. At December 31, 2021 and 2020, the Company had a payable to Life Care Services LLC of \$23,407 and \$6,166, respectively.

The Company has an agreement with LCS Community Employment LLC (LCE) (affiliated through common ownership with LCSM) to provide employment services for the Community. At December 31, 2021 and 2020, the Company had no amounts due to LCE relating to salaries and benefits.

In the normal course of operations, the Company purchases from affiliates of LCSM services for group purchasing, insurance, computing technology, and related ancillary matters.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 3 RESIDENCY AGREEMENTS

The Company has entered into Residency Agreements (Agreements) with residents and prospective residents of the Community. The Agreements provide for the lifetime use, under certain conditions, of a living unit upon receipt of an Entrance Payment consisting of a First Person Fee (and Second Person Fee, if applicable) and a Loan. The Entrance Payment is deposited in an escrow account and will be released to the Company only after the occurrence of certain events as described in the Agreements. Prior to occupancy, Entrance Payments are refundable, subject to limitations in the Agreements. The amount of Entrance Payments that were escrowed and refundable at December 31, 2021 and 2020 were \$493,221 and \$67,980, respectively.

At the time of occupancy, the portion of the Entrance Payment that is ultimately nonrefundable is recorded as deferred revenue and is amortized to revenue as described in Note 1.

The Agreements also provide for the occupants to pay a monthly fee.

Performance obligations are determined based on the nature of the services provided by the Company. Performance obligations satisfied over time can vary throughout the life of the Residency Agreement depending on the resident's care setting. Generally, performance obligations to residents in independent living can include housing and other services, such as access to common areas, meals at dining venues, planned activities and events, housekeeping, and security. Performance obligations for all other care settings have a component of health care, which is discussed in more detail in Note 1. The Company measures the performance obligation from admission into the community, to the point when it is no longer required to provide services to that resident, which is generally at the time of death or move-out.

The Agreements also provide that at occupancy or within a period of time as defined in the Agreements, the resident will make a Loan to the Company. The Loans bear no interest and shall be repaid upon vacancy and the lesser of 36 months or re-occupancy, whichever occurs first. If internal transfers occur the repayment is tied to the last vacant unit. The Loans of all residents will be secured by a mortgage on the real estate owned by the Company and will be subject to certain permitted encumbrances.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 4 OPERATING PROPERTY

Operating property consists of the following at December 31, 2021 and 2020:

	Estimated Useful Lives	2021	2020
Land		\$ 1,618,512	\$ 1,618,512
Buildings and Fixed Equipment	5 - 40 Years	89,624,548	87,910,712
Equipment and Furnishings	3 - 10 Years	7,429,836	7,030,870
Subtotal		<u>98,672,896</u>	<u>96,560,094</u>
Less: Accumulated Depreciation		(49,479,642)	(46,298,025)
Remodel Projects		213,365	212,672
Total		<u>\$ 49,406,619</u>	<u>\$ 50,474,741</u>

NOTE 5 TERM LOAN PAYABLE, NET OF UNAMORTIZED FINANCING COSTS

On March 9, 2016, the Company entered into a Loan Agreement with Bank of America. The Loan Agreement consisted of a term loan of up to \$43,300,000 in the aggregate, which was funded in its entirety. The Loan Agreement was modified on March 9, 2021 to extend the maturity date to March 9, 2024. The entire balance of the loan is due upon maturity. Borrowings under the loan bear interest at a floating rate equal to the Eurodollar Rate, plus the applicable margin of 2.25% and 2.50% in 2021 and 2020, respectively. The interest rates at December 31, 2021 and 2020 were 2.75% and 2.65%. The Loan Agreement is secured by substantially all assets of the Company.

The balances of the term loan payable at December 31, were as follows:

	2021	2020
Term Loan Payable	\$ 38,786,262	\$ 38,988,139
Less: Unamortized Financing Costs	<u>(84,713)</u>	<u>(15,514)</u>
Total	<u>\$ 38,701,549</u>	<u>\$ 38,972,625</u>

Financing costs represent expenses incurred in obtaining long-term financing. These costs are being amortized over the term of the agreement by the straight-line method as an approximation of the effective interest method. Financing costs related to the Loan Agreement were \$117,295 and \$440,100 as of December 31, 2021 and 2020, respectively, and are being amortized over the term of the loan. Accumulated amortization related to the financing costs was \$32,582 and \$424,586 as of December 31, 2021 and 2020, respectively. Interest expense related to the amortization was \$48,096 and \$93,079 for the years ended December 31, 2021 and 2020, respectively. The financing costs related to the original term loan payable were fully amortized and costs related to the modification were added during 2021.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 5 TERM LOAN PAYABLE, NET OF UNAMORTIZED FINANCING COSTS (CONTINUED)

In connection with the Loan Agreement, the Company entered into a Derivative Instrument to limit the interest cash outflows on its floating rate debt. Under the terms of this agreement the floating Eurodollar Rate was capped at 2%. The agreement matured in March 2021. The instrument applies to \$19,940,578 of the loan balance as of December 31, 2020. The estimated fair value of this agreement at December 31, 2020 was \$-0-.

The term loan payable includes various restrictive covenants requiring adherence to be in compliance with the terms of the Loan Agreement.

NOTE 6 HEALTH CARE REVENUES

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

Medicare: The Company participates in the Medicare program. This federal program is administered by the Centers of Medicare and Medicaid Services (CMS). The Company is paid under the Patient Driven Model (PDPM) for residents who are Medicare Part A eligible and meet the coverage guidelines for skilled nursing services. Under PDPM, therapy minutes are removed as the primary basis for payment and instead uses the underlying complexity and clinical needs of a patient as a basis for reimbursement. In addition, PDPM utilizes variable adjustment factors that change reimbursement rates during the resident's length of stay.

Other: Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined daily rates.

Laws and regulations concerning government programs, including Medicare, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 6 HEALTH CARE REVENUES (CONTINUED)

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Company's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Adjustments arising from a change in an implicit price concession impacting transaction price, were not significant in 2021 and 2020.

Generally residents who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Company estimates the transaction price for residents with deductibles and coinsurance based on historical experience and current market conditions. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to health care revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the Resident's ability to pay are recorded as bad debt expense.

Health care revenues from the Medicare program accounted for approximately 44% and 32% of the total health care revenues in 2021 and 2020, respectively. Revenues from the Medicare program accounted for approximately 11% and 9% of total revenues in 2021 and 2020, respectively.

NOTE 7 EMPLOYEE RETIREMENT BENEFIT PLAN

Available to all eligible employees of LCE, is a defined contribution employee retirement benefit plan (the Plan). The Company accrued matching contributions of \$136,410 and \$126,879 for the years ended December 31, 2021 and 2020, respectively, to be remitted to the Plan in 2022 and 2021, respectively. The Plan matches 100% of the first 3% of the participant's eligible contributions plus 50% of the next 2% of eligible contributions.

NOTE 8 COMMITMENTS AND CONTINGENCIES

The Company, in the normal course of operations, is exposed to risk and involvement in legal actions and proceedings. To the extent available at costs believed reasonable by the Company, it maintains insurance coverages for various types of risk. Based on the Company's past experience, management believes that any legal actions or proceedings will not have a material effect on the financial position of the Company.

MYSTIC CT SENIOR HOLDINGS, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 8 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Because of the various regulations surrounding government reimbursed medical costs, there can be no assurance that the reimbursements will be equal to or exceed costs to provide such services.

The World Health Organization declared Coronavirus (COVID-19) a pandemic. The continued spread of COVID-19, or any similar outbreaks in the future, may adversely impact the local, regional, national, and global economies. The extent to which COVID-19 impacts the results of the Company is dependent on the breadth and duration of the pandemic and could be affected by other factors management is not currently able to predict. These impacts may include, but not limited to, additional costs for responding to COVID-19, potential shortages of healthcare personnel, potential shortages of clinical supplies, loss of, or reduction of revenue. Management believes the Company is taking appropriate actions to respond to the pandemic, however, the full impact is unknown and cannot be reasonably estimated at this time.

NOTE 9 SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 25, 2022, the date which the financial statements were available to be issued. There were no subsequent events requiring accrual or disclosure.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor. CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://www.nexia.com/member-firm-disclaimer) for details. **CliftonLarsonAllen LLP**



EXHIBIT E

Statement from Escrow Agent

**STATEMENT OF ESCROW AGENT
FOR
STONERIDGE SENIOR CARE, LLC**

The undersigned hereby represents that StoneRidge Senior Care, LLC has established and does maintain the following escrow accounts with U.S. Bank National Association.

- Admission Payments Escrow Account
- Reserve Fund Escrow Account

Escrow Agent: U.S. Bank National Association

K. Mitchell
Signature
Vice President
Title
3/10/16
Date

NOTARY:

State of Connecticut)) SS:
County of Hartford)

On this 10th day of March, 2016 personally appeared Kathy L. Mitchell, as an officer of U.S. 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.

Susan P. McNally
Signature of Notary Public
Date Commission Expires: _____

Printed Name of Notary Public

(Notary Seal or Stamp)

SUSAN P. McNALLY Notary Public, State of Connecticut My Commission Expires March 31, 2020

EXHIBIT F

Historic Entrance Payments

EXHIBIT F
HISTORICAL ENTRANCE PAYMENT AND MONTHLY FEE SCHEDULES

PROVIDER'S NOTE: The Provider acquired StoneRidge in 2016 and the historical fees charged by prior ownership are provided for reference.

Admission Payments represent the total of the Entrance Payment and the Loan.

50% ROC Agreements, offered for select apartments in 2015 through 2021, are priced at 83% of the 65% ROC Admission prices.

Traditional Agreements, offered for select apartments in 2015 through 2021, are priced at 65% to 75% of the 65% ROC Admission prices.

ENTRANCE PAYMENTS – (PHASE I)

<u>Residence Type</u>	January 2014 Entrance Payments	January 2015 (through 2020) Entrance Payments	January 2021 Entrance Payments
One Bedroom Traditional	\$211,000 - \$234,000	\$220,000 - \$252,000	\$247,447 - \$261,373
One Bedroom Deluxe	\$248,000 - \$284,000	\$259,000 - \$296,000	\$299,936
One Bedroom w/Den	\$318,000 - \$321,000	\$331,000 - \$361,000	\$374,920
One Bedroom w/Den Deluxe	\$339,000 - \$400,000	\$353,000 - \$387,000	\$401,700
Two Bedroom Traditional	\$339,000 - \$400,000	\$353,000 - \$388,000	\$401,700
Two Bedroom Deluxe	\$389,000 - \$427,000	\$405,000 - \$453,000	\$471,328
Two Bedroom Corner	\$459,000 - \$463,000	\$477,000 - \$505,000	\$524,888
Two Bedroom w/Den	\$482,000 - \$486,000	\$501,000 - \$565,000	\$589,160
Two Bedroom End	\$503,000	\$598,000	\$621,296
Two Bedroom End w/Den	\$590,000 - \$602,000	\$614,000 - \$680,000	\$706,992
Second Person Fee	\$10,920	\$12,463	\$12,962

MONTHLY FEE SCHEDULE – (PHASE I)

<u>Residence Type</u>	<u>January 2015 1st Person Monthly Fee</u>	<u>January 2016 1st Person Monthly Fee</u>	<u>January 2017 1st Person Monthly Fee</u>	<u>January 2018 1st Person Monthly Fee</u>	<u>January 2019 1st Person Monthly Fee</u>	<u>January 2020 1st Person Monthly Fee</u>	<u>January 2021 1st Person Monthly Fee</u>
One Bedroom Traditional	\$2,963	\$3,052	\$3,174	\$3,295	\$3,402	\$3,530	\$3,654
One Bedroom Deluxe	\$3,135	\$3,229	\$3,358	\$3,486	\$3,599	\$3,734	\$3,865
One Bedroom w/Den	\$3,278	\$3,376	\$3,511	\$3,644	\$3,762	\$3,903	\$4,040
One Bedroom w/Den Deluxe	\$3,438	\$3,541	\$3,683	\$3,823	\$3,947	\$4,095	\$4,238
Two Bedroom Traditional	\$3,438	\$3,541	\$3,683	\$3,823	\$3,947	\$4,095	\$4,238
Two Bedroom Deluxe	\$3,643	\$3,752	\$3,902	\$4,050	\$4,182	\$4,339	\$4,491
Two Bedroom Corner	\$3,833	\$3,948	\$4,106	\$4,262	\$4,400	\$4,565	\$4,725
Two Bedroom w/Den	\$3,993	\$4,113	\$4,278	\$4,441	\$4,585	\$4,757	\$4,924
Two Bedroom End	\$3,993	\$4,113	\$4,278	\$4,441	\$4,585	\$4,757	\$4,924
Two Bedroom End w/Den	\$4,340	\$4,470	\$4,649	\$4,826	N/A	\$5,170	\$5,351
Second Person Monthly Fee	\$1,130	\$1,164	\$1,211	\$1,257	\$1,298	\$1,347	\$1,394

ENTRANCE PAYMENTS -- (PHASE II)

<u>Residence Type</u>	January 2014 Entrance Payments	January 2015 (through 2020) Entrance Payments	January 2021 Entrance Payments
Sabino (One Bedroom Deluxe)	\$277,000 - \$304,000	\$288,000 - \$313,000	\$299,936
Morgan (One Bedroom w/Den)	\$331,000 - \$376,000	\$345,000 - \$391,000	\$385,632
Conrad (Two Bedroom Deluxe)	\$418,000 - \$466,000	\$435,000 - \$480,000	\$471,328
Heritage (Two Bedroom w/Den)	\$493,000 - \$541,000	\$550,000 - \$555,000	\$589,160
Herreshoff (Two Bedroom End)	\$538,000 - \$597,000	\$621,000	\$621,296
Brilliant (Two Bedroom End /Den)	\$663,000	\$689,000	\$706,992
Second Person Fee	\$10,920	\$12,463	\$12,962

MONTHLY FEE SCHEDULE -- (PHASE II)

<u>Residence Type</u>	<u>January 2015 1st Person Monthly Fee</u>	<u>January 2016 1st Person Monthly Fee</u>	<u>January 2017 1st Person Monthly Fee</u>	<u>January 2018 1st Person Monthly Fee</u>	<u>January 2019 1st Person Monthly Fee</u>	<u>January 2020 1st Person Monthly Fee</u>	<u>January 2021 1st Person Monthly Fee</u>
Sabino (One Bedroom Deluxe)	\$3,135	\$3,229	\$3,358	\$3,486	\$3,599	\$3,734	\$3,865
Morgan (One Bedroom w/Den)	\$3,278	\$3,376	\$3,511	\$3,644	\$3,762	\$3,903	\$4,040
Conrad (Two Bedroom Deluxe)	\$3,643	\$3,752	\$3,902	\$4,050	\$4,182	\$4,339	\$4,491
Heritage (Two Bedroom w/Den)	\$3,993	\$4,113	\$4,278	\$4,441	\$4,585	\$4,757	\$4,924
Herreshoff (Two Bedroom End)	\$4,196	\$4,322	\$4,495	\$4,666	\$4,817	\$4,998	\$5,173
Brilliant (Two Bedroom End w/Den)	\$4,513	\$4,648	\$4,834	\$5,018	N/A	N/A	\$5,563
Second Person Monthly Fee	\$1,130	\$1,164	\$1,211	\$1,257	\$1,298	\$1,347	\$1,394

Prices are subject to change without notice.

ENTRANCE PAYMENTS -- (PHASE III)

<u>Residence Type</u>	January 2014 Entrance Payments	January 2015 (through 2020) Entrance Payments	January 2021 Entrance Payments
Morgan (One Bedroom w/Den)	\$331,000 - \$376,000	\$345,000 - \$391,000	\$385,632
Conrad (Two Bedroom Deluxe)	\$418,000 - \$466,000	\$435,000 - \$484,000	\$471,328
Heritage (Two Bedroom w/Den)	\$493,000 - \$541,000	\$513,000 - \$568,000	\$589,160
Herreshoff (Two Bedroom End)	\$538,000 - \$597,000	\$560,000 - \$598,000	\$621,296
LA Dunton (Two Bedroom Corner)	\$571,000 - \$596,000	\$594,000 - \$651,000	\$676,998
Brilliant (Two Bedroom End w/Den)	\$663,000	\$680,000 - \$689,000	\$706,992
Eagle (Two Bedroom End w/Den Deluxe)	\$703,000	\$731,000 - \$773,000	\$803,400
Second Person Fee	\$10,920	\$12,463	\$12,962

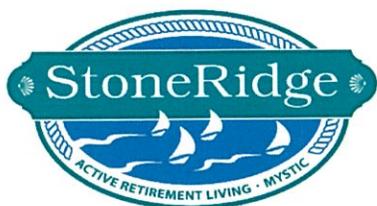
MONTHLY FEE SCHEDULE -- (PHASE III)

<u>Residence Type</u>	<u>January 2015 1st Person Monthly Fee</u>	<u>January 2016 1st Person Monthly Fee</u>	<u>January 2017 1st Person Monthly Fee</u>	<u>January 2018 1st Person Monthly Fee</u>	<u>January 2019 1st Person Monthly Fee</u>	<u>January 2020 1st Person Monthly Fee</u>	<u>January 2021 1st Person Monthly Fee</u>
Morgan (One Bedroom w/Den)	\$3,278	\$3,376	\$3,511	\$3,644	\$3,762	\$3,903	\$4,040
Conrad (Two Bedroom Deluxe)	\$3,643	\$3,752	\$3,902	\$4,050	\$4,182	\$4,339	\$4,491
Heritage (Two Bedroom w/Den)	\$3,993	\$4,113	\$4,278	\$4,441	\$4,585	\$4,757	\$4,924
Herreshoff (Two Bedroom End)	\$4,196	\$4,322	\$4,495	\$4,666	\$4,817	\$4,998	\$5,173
LA Dunton (Two Bedroom Corner)	\$4,426	\$4,559	\$4,741	\$4,921	\$5,081	\$5,272	\$5,457
Brilliant (Two Bedroom End w/Den)	\$4,513	\$4,648	\$4,834	\$5,018	N/A	\$5,375	\$5,563
Eagle (Two Bedroom End w/Den Deluxe)	\$5,059	\$5,211	\$5,419	\$5,625	N/A	\$6,026	\$6,237
Second Person Monthly Fee	\$1,130	\$1,164	\$1,211	\$1,257	\$1,298	\$1,347	\$1,394

Prices are subject to change without notice.

EXHIBIT G

Current Fee Schedules



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2022
65% RETURN-OF-CAPITAL™ PLAN
ENTRANCE PAYMENT AND
MONTHLY SERVICE FEE SCHEDULE

Phase I

Sq. Ft.	Residential Apartment-Home	Entrance Fee Range	First Person Monthly Fee
720	One Bedroom Traditional	\$257,345 - \$271,828	\$3,864
810	One Bedroom Deluxe	\$311,933	\$4,087
955	One Bedroom w/Den	\$389,917	\$4,272
1060	One Bedroom w/Den Deluxe	\$417,768	\$4,482
1060	Two Bedroom Traditional	\$417,768	\$4,482
1100	Two Bedroom Deluxe	\$490,181	\$4,749
1255	Two Bedroom Corner	\$545,884	\$4,997
1245	Two Bedroom w/Den	\$612,726	\$5,207
1315	Two Bedroom End	\$646,148	\$5,207
1515	Two Bedroom End w/Den	\$735,272	\$5,659
	Second Person Fee	\$13,480	\$1,474

Prices are subject to change without notice.

1/1/2022





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2022
50% Return of Capital
ENTRANCE PAYMENT &
MONTHLY SERVICE FEE SCHEDULE

Phase II

Sq. Ft.	Residential Apartment-Home	Entrance Fee Range	First Person Monthly Fee
810	Sabino - One Bedroom Deluxe	\$258,905	\$4,087
955	Morgan - One Bedroom w/Den	\$332,878	\$4,272
1100	Conrad - Two Bedroom Deluxe	\$406,850	\$4,749
1240	Heritage - Two Bedroom w/Den	\$508,563	\$5,207
1315	Herreshoff - Two Bedroom End	\$536,303	\$5,470
1515	Brilliant - Two Bedroom End w/Den	N/A	\$5,883
	Second Person Fee	\$13,480	\$1,474

Prices are subject to change without notice.

1/1/2022





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**2022
 Traditional
 ENTRANCE PAYMENT &
 MONTHLY SERVICE FEE SCHEDULE**

Phase III

Sq. Ft.	Residential Apartment-Home	Entrance Fee	First Person Monthly Fee
975	Morgan - One Bedroom w/Den	\$300,793	\$4,272
1100	Conrad - Two Bedroom Deluxe	\$367,636	\$4,749
1245	Heritage - Two Bedroom w/Den	\$459,545	\$5,207
1305	Herreshoff - Two Bedroom End	\$484,611	\$5,470
1475	LA Dunton - Two Bedroom Corner	\$528,059	\$5,771
1520	Brilliant - Two Bedroom End w/Den	N/A	\$5,883
1800	Eagle - Two Bedroom End w/ Den Deluxe	N/A	\$6,596
	Second Person Fee	\$13,480	\$1,474

Prices are subject to change without notice.

1/1/2022

