



Disclosure Statement

As of July 22, 2024

COMMUNITY: **The Watermark at East Hill**
611 East Hill Road, Southbury, Connecticut 06488

PROVIDER: **CT Watermark East Hill, LLC**

MANAGER: **Watermark Retirement Communities
Of Connecticut, LLC**

This community, like all other continuing care retirement communities in the State of Connecticut, is subject to the provisions of Section 17b-520 et seq. of the Connecticut General Statutes as amended to date and from time to time. Registration under such provisions does not constitute approval, recommendation or endorsement of the community by the Department of Social Services of the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information in this Disclosure Statement.

This Disclosure Statement has been prepared to give prospective residents, their families, and their advisors information about the facilities, operation and management of The Watermark at East Hill.





THE WATERMARK
AT EAST HILL

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COMMUNITY INFORMATION

Overview

The Watermark at East Hill (the “Community”) is located at 611 East Hill Road, Southbury, Connecticut 06488, and is operated by CT Watermark East Hill, LLC (the “Provider”). First opened in 1991, the Community is situated on a majestic 55-acre hilltop campus, shares the serenity of Heritage Village, Connecticut’s first and largest 55+ active adult residential community, and overlooks Southbury and the surrounding valley. The Watermark at East Hill is a continuing care retirement community offering an option known as “Life Care.” The Community’s residents come from throughout the neighboring Connecticut counties, as well as New York and beyond. Our website is EastHill.WatermarkCommunities.com.

Our residents enjoy the freedom and independence of individual apartment living, the convenience of dining, housekeeping, maintenance, transportation and other services, the whole-person health & wellness benefits of fitness facilities, artistic programs, and Watermark University courses, all accompanied by the security of 24-hour staffing. Our selection of residences includes a variety of one bedroom and two bedroom floorplans, and each apartment has an outdoor patio or balcony.

Our Community also provides an onsite continuum of care giving our residents the comfort of knowing that advanced care is here if they need it. This includes our Assisted Living Services Agency (ALSA), which can provide care services to residents throughout the Community. It also includes specialized areas dedicated to providing expert care to residents in need of assisted living, memory care, and skilled nursing services.

Our Community's "Continuum of Care"

- | | |
|---------------------------|--|
| Independent Living | ● 130 apartments located in three buildings connected by covered bridges – <i>"Applewood," "Birchwood," and "Dogwood"</i> and collectively referred to as <i>"The Town Center"</i> |
| Assisted Living | ● 27 Apartments located in <i>"The Lodge At Cherrywood"</i>
● 24 Suites and Apartments located in <i>"The Inn At Cherrywood"</i> |
| Memory Care | ● 14 Suites located in <i>"The Villa"</i> |
| Skilled Nursing | ● 34 skilled nursing beds located in <i>"The Springs"</i> |

Additional information on our Continuum of Care:

- CT Watermark East Hill, LLC is licensed as an Assisted Living Services Agency ("ALSA") by The State of Connecticut. Accordingly, assisted living services are available to Independent Living residents on an as-needed basis. This often allows Independent Living residents to receive the care they need while remaining in their Applewood, Birchwood and Dogwood residences.
- Our Community also includes several specialized rehabilitation studios which we operate in conjunction with our rehab partner HealthPRO Heritage. We offer comprehensive rehab and therapy services and health education to all residents throughout the Community. Our programs are designed to help residents improve overall health & wellness and maintain independence.

Representative List of Amenities

- | | |
|--------------------------------|--|
| ● "The Mark" Restaurant | ● Watermark University courses & activities |
| ● "The W Room" Restaurant | ● Creative Arts Studio |
| ● The "W" Lounge | ● Personal Trainers, Fitness classes |
| ● The Gallery Café | ● Walking nature trails, 55 wooded acres |
| ● Vitality Fitness Center | ● Activities Programing, Shopping Excursions |
| ● Heated Indoor Saltwater pool | ● Resident gardens |
| ● Library and Computer Center | ● Gazebo overlooking Pomperaug River Valley |
| ● Auditorium and Movie Theatre | ● Fireside Living Room |
| ● Indulge Spa & Salon | ● Billiards Room |
| ● Housekeeping, Maintenance | ● Putting Green |
| ● 24-hour staffing, security | ● Furnished guest suites |
| ● Minivan and Bus services | ● Licensed ALSA for in-home assistance |
| ● Reserved Garage Parking | ● State-of-the-Art Rehabilitation Center |

Independent Living – “The Town Center” Programs and Facilities

Our Independent Living programs and facilities are designed to promote a lifestyle that enables and encourages our residents to be active and independent. Ours is an atmosphere that invites and encourages residents to engage, learn, laugh, and thrive! Extensive common areas encourage social interaction, such as The Gallery Café where residents can enjoy breakfast or lunch, purchase to-go items, or sit and chat with friends. Residents keep on top of today’s news and yesterday’s classics in our well-equipped library, and stay online and in touch in our computer center. Our ‘resident artists’ take – and teach! – classes in our Creative Arts Studio and proudly exhibit their works. Residents enjoy a cocktail, beer or wine with friends in the “W” Lounge, catch the big game on large screen TV, and enjoy formal dining in “The Mark” restaurant. They strengthen their muscles at the Vitality Fitness Center, get their heart pumping in ‘balance and stretch’ classes, and swim laps in our heated indoor saltwater pool. Our resident gardeners work their magic in the summertime soil, and our strollers and bird-watchers take to the trails.

At Watermark we know that stimulating the mind is an important part of whole-person wellness and offers enormous benefits. So we created “Watermark University” where our residents take classes – and teach classes – across an eclectic and wide-ranging curriculum that also involves Community associates, family members, and local community participants. A typical Watermark University semester features over 50 course offerings. Here are just a few examples from a recent Watermark University semester catalogue: ● *Writer’s Workshop* ● *Lecture Series with Historian Mark Albertson* ● *National Parks* ● *Ted Talks* ● *Shakespeare’s Tragedies* ● *Learn the Ukulele* ● *Hop Topics* ● *Stitch This!* ● *Aromatherapy* ● *Tai Chi* ● *Book Club* ● *UCLA Memory Program*.

Of course we also offer convenient services and amenities. Our residents get their hair styled and nails polished (and that occasional massage) at our very own Indulge Spa & Salon. They watch the “Movie of the Day” in the comfort of our theatre’s leather seats, shoot a game of pool or table shuffleboard in the billiards room, and play Bridge and Mahjong in the Card Room. Residents attend a range of religious and spiritual services in our surrounding Southbury area. And they utilize our minivan and bus services for their transportation needs including shopping excursions, local appointments, airport connections, and the like.

At Watermark, our commitment is for residents to ***thrive!***

Independent Living – Residency Agreement, Entrance Fee, Monthly Service Fee

In most cases, a resident moving into one of our Independent Living residences in The Town Center enters into a Residency Agreement (also known as a Continuing Care Contract). The Residency Agreement provides the resident with the right to live in a specific apartment for as long as she or he is able to do so safely and independently with reasonable accommodation, if applicable, and in accordance with standards established by the Provider. The resident pays certain fees under the Residency Agreement, including a one-time “Entrance Fee” in conjunction with the resident’s initial move into the Community, and a “Monthly Service Fee” payable each month for as long as the resident remains in occupancy.

The amount of the Entrance Fee generally depends on three factors: (1) the specific apartment unit selected (where variables include overall unit features, size, and location of the apartment), (2) the Refund Plan chosen by the resident, and (3) whether the resident wishes (and qualifies) to participate in the Life Care Program. Depending on the Refund Plan selected, the resident or her/his estate may be entitled to a refund of up to 80% of the Entrance Fee after the resident moves out of the Community and once certain conditions are met. The Residency Agreement form itself and the optional Life Care Addendum may be found Disclosure Statement Exhibits A and B, respectively.

The amount of the Monthly Service Fee generally depends on the specific apartment unit in which the resident resides and whether the resident chooses (and qualifies) to participate in the Life Care Program. In return for the Monthly Service Fee, the resident maintains her/his right to occupancy and receives certain services listed in the Residency Agreement, including specified housekeeping and laundry services, continental breakfast plus choice of lunch or dinner each day, building maintenance, utilities, basic cable TV, receptionist services, scheduled transportation, access to the Community’s common areas and amenities, participation in Community Life activities, 24-hour staffing and emergency response system. Additional information on the frequency and scope of currently included services may be found in the Resident Handbook.

A variety of services (“Additional Services”) are available at additional charge, such as dedicated garage parking, grooming and spa services at Indulge Salon & Spa, extra meals, personal laundry services, special request maintenance services, guest rooms and meals for visitors, and private transportation. A current listing of Additional Services and associated costs may be found in Residency Agreement Exhibit B.

We also offer prospective residents the option to move into our independent living Town Center residences on a rental basis. This form of residency agreement carries higher monthly rental fees but does not require the payment of an upfront Entrance Fee.

Town Center Assisted Living Services

Under our Town Center Assisted Services Program, Watermark provides residents the opportunity to receive private duty and assisted living services in the comfort of their Town Center home. These services can be obtained and scheduled on a routine recurring schedule or on a flexible as-needed basis. Our services cover a wide range and are tailored to residents' needs. This may include one-to-one private duty services providing assistance with household to-do's such as laundry or may include assisted living services as needed such as assistance with the routine activities of daily living, medication management, and the like. We offer monthly vital sign checks and nursing assessments every 120 days. Our care team includes certified nursing assistants ("CNA"), licensed practical nurses ("LPN") and registered nurses ("RN"). Information about the offered services and associated costs may be found in Residency Agreement Exhibit B. Our goal is intended to help residents continue to age successfully in their Town Center apartment for as long as possible without necessarily having to physically move to a higher level of care.

The Provider is licensed as an Assisted Living Services Agency ("ALSA") by the Connecticut Department of Public Health and, as such, may provide services to residents who are chronic and stable. If a resident's condition is no longer chronic and stable, then the resident must obtain services from a licensed home health care agency, or transfer to an appropriate level of care within the Community or to another facility.

Rehabilitation and Therapy Services

In partnership with HealthPRO Heritage, we offer comprehensive onsite rehabilitation and therapy services including our "Healthy-FIT Wellness Program" in modern, well-equipped facilities. These wellness programs and services are available to residents living anywhere in our Community. Specially-trained professionals provide physical therapy, occupational therapy, speech therapy, balance therapy, aquatic therapy, health education and more with the goal of helping residents achieve their fullest potential of wellness, vitality and independence. Many of these services are covered by insurance.

Continuum Of Care Neighborhoods

Our Community includes several residential "neighborhoods" offering higher-acuity care services and constituting a "Continuum of Care" designed to serve the needs of our Independent Living residents as needed (whether on a temporary or permanent basis) as well as new residents having higher acuity needs at the time of their initial move-in. We seek to provide care services that are personalized and scheduled to meet each resident's individual needs in beautiful well-equipped surroundings. Information about the current schedule of costs and expenses associated with residency and services in these neighborhoods may be found in our rate sheets available upon request and in Residency Agreement Exhibit B. (Note: For Residents participating in the Life Care Program such costs and expenses may be materially different as set forth in the Life Care Addendum.)

“The Lodge at Cherrywood” Assisted Living Apartments

This assisted living neighborhood is located on the second and third floors of Cherrywood and contains 27 fully-appointed apartments, a dedicated dining room with service kitchen and outdoor dining balcony, and a common living & activities room. The Lodge is geared toward residents who enjoy independence yet may benefit from assistance with the activities of daily living or other higher-acuity needs, and benefit from ready access to close-at-hand care associates, more proximate dining and amenities, care monitoring and the like. Residents moving directly into The Lodge generally do so under a rental agreement and do not pay an Entrance Fee.

“The Inn at Cherrywood” Assisted Living Suites and Apartments

Our Assisted Living neighborhood is located on the first floor of Cherrywood and contains 24 private suites and apartments, a dedicated dining room, a common living room & activities center, and shares a beautiful outdoor courtyard with The Villa. The Inn is geared toward residents who benefit from additional security and attention to care needs. Residents moving directly into The Inn generally do so under a rental agreement and do not pay an Entrance Fee.

“The Villa” Memory Care

Our Memory Care neighborhood is located in its own dedicated and secure building which was built and opened in 2012. The neighborhood contains 14 private suites, a “great room” common living room and activity center, country kitchen and dining area, and shares the beautiful protected outdoor courtyard with The Inn at Cherrywood. Residents moving directly into The Villa generally do so under a rental agreement and not pay an Entrance Fee.

“The Springs” Skilled Nursing

Our skilled nursing facility is located within The Commons building and contains 34 mostly semi-private skilled nursing beds, a living room, a country kitchen and dining room, sitting areas and covered fresh-air porch, and various rooms for clinic services. The Springs is located in close proximity to our Short Term Rehab and Outpatient Rehab studios which are also located on the main level of The Commons building. The Springs serves both Community residents and outpatients from multiple area hospitals in providing post-acute short term and outpatient rehabilitation, physical therapy, occupational therapy, speech therapy and the like. The Springs is rated 5-STARS (the highest rating) by CMS (Centers for Medicare and Medicaid Services). The Springs cooperates with a range of payment sources including without limitation Medicare, selected managed care and insurance company providers, and private payment, as is customary for skilled nursing facilities.



Capital Investment

We have invested over \$15 million in capital improvements at The Watermark at East Hill since 2016, and our capital investment program remains robust. Our capital program incorporates wide-ranging improvements to our buildings, equipment, systems, and common areas. This has included exterior facades, roofing, heating and air conditioning systems, fire safety and security systems, kitchen and culinary equipment, energy-efficient lighting, common area living rooms, dining rooms, activity centers and corridors, our rehabilitation & therapy facilities, landscaping upgrades, and renovation of individual apartment units as they become available in between occupancies.

Residents' Council; Residents' Association

The Watermark at East Hill has an active Residents' Council comprised of officers elected by the resident population. The Residents' Council advocates for residents' rights, functions as an advisory board to the Provider with respect to resident welfare and interests, creates and oversees sub-committees in furtherance of the foregoing, and meets regularly with the Community's Executive Director as well as with the Residents' Association.

The Residents' Association consists of all residents, who automatically become members when they move into the Community. There are no fees associated with membership.



OWNERSHIP, MANAGEMENT, CAPITALIZATION

Provider: CT Watermark East Hill, LLC

The Watermark at East Hill is operated by CT Watermark East Hill, LLC (the “Provider”), a Delaware limited liability company. The Provider’s corporate address is 2020 W. Rudasill Road, Tucson, AZ 85704. Parties owning 5% or more of the Provider’s membership interests include: Barnes Family Revocable Trust, controlled by David Barnes; TFG Holdings X, LLC, controlled by David Freshwater; CTW Capital, LLC, controlled by Frederick Zarrilli.

The Provider’s management committee consists of David Barnes, David Freshwater, and Frederick Zarrilli. David Barnes and David Freshwater are the founders and controlling principals of Watermark Retirement Communities, LLC and its predecessors & affiliates, and each of them have had dedicated careers in the seniors housing profession since the 1980’s. Frederick Zarrilli has four decades of experience in real estate investment including over 20 years in seniors housing.

Manager: Watermark Retirement Communities of Connecticut, L.L.C.

The Watermark at East Hill is managed by Watermark Retirement Communities of Connecticut, L.L.C. (the “Manager”) pursuant to a management contract entered into between Manager and CT Watermark East Hill, LLC on June 12, 2020. The Manager has managed the Community since 2007 pursuant to predecessor management contracts with the Provider and prior owner/operator. The Manager is a wholly owned subsidiary of Watermark Retirement Communities, LLC (“WRC”), a Delaware limited liability company. WRC is a nationally-recognized seniors housing management organization and has been operating senior living communities for over three decades. WRC currently operates over 50 senior living communities across the United States.

In 2020, David Barnes and David Freshwater entered into a transaction with an affiliate of Keppel Capital Senior Living, LLC (“Keppel”) whereby they each assigned to Keppel the right to share in fifty percent (50%) of any cash distributions that Mr. Barnes and Mr. Freshwater receive from the Provider and other Watermark communities, if and when such cash distributions occur. The Keppel affiliate did not acquire an ownership interest in the Provider and the ownership structure described above did not change. Keppel also acquired a 50% non-controlling interest in WRC with Mr. Barnes and Mr. Freshwater remaining the controlling owners of WRC. The Provider is disclosing this transaction for informational purposes only, as it resulted in no changes to the ownership, management or operations of the Provider, the control or operation of the Manager or WRC, or any of the existing services, staffing, or other day-to-day operations of the Provider or the Community.



For more information please visit: www.WatermarkCommunities.com.

Legal Organization and Capitalization

The Provider holds possession of the Community under a long term net lease which is treated under generally accepted accounting principles as a ‘capital lease’ long term financing arrangement. This form of leasehold-based ownership and financing structure is common in the institutional healthcare and seniors housing industry. The organizational structure includes two leases, as follows: (i) a lease (the “Sublease”) between Provider and its parent CT Watermark Operator, LLC (who directly owns a 100% interest in Provider), and (ii) a lease (the “Master Lease”) between CT Watermark Operator, LLC and NHI-REIT of Axel, LLC (“NHI Owner”), a wholly owned subsidiary of National Health Investors, Inc. (“NHI”), which is a real estate investment trust listed on the New York Stock Exchange (ticker symbol NYSE: NHI). The Master Lease also contains a purchase option in favor of CT Watermark Operator, LLC.

Another seniors housing community known as The Watermark at 3030 Park located in Bridgeport Connecticut is also included in the Master Lease and is currently operated by an affiliate of the Provider and managed by the Manager.

Mortgage Indebtedness

The Watermark at East Hill is owned “free & clear” by NHI Owner, and the underlying real estate does not serve as collateral for any secured mortgage indebtedness.

Regulatory Reserves

The Provider maintains restricted funds in various escrow accounts in accordance with Connecticut General Statutes sections 17(b)-524 and 17(b)-525. Such escrow accounts include an entrance fee escrow account held at Wilmington Trust Company, a reserve funding escrow account held at Wilmington Trust Company, and (through CT Watermark Operator, LLC) a tenant deposit required under the Master Lease held in escrow by NHI. The two escrow accounts held at Wilmington Trust Company were previously held at People’s United Bank. In 2022, People’s United Bank was acquired by M&T Bank. Following the acquisition, these accounts were transferred internally to M&T Bank’s owned affiliate Wilmington Trust Company.



Financial Statements

The Provider's audited financial statements for the years ended December 31, 2023 and December 31, 2022 may be found in Disclosure Statement Exhibit C, and as part of this Disclosure Statement are on file with the Connecticut Department of Social Services and are available for review at the Community.

Accounting Treatment

Due to the nature of the long-term lease agreements referenced above, CT Watermark East Hill, LLC's lease of the Community has been deemed a "capital lease" under generally accepted accounting principles ("GAAP"). Accordingly, CT Watermark East Hill, LLC's financial statements are prepared on the basis that, for accounting and financial reporting purposes only, CT Watermark East Hill, LLC is deemed to be the owner of the Community and its lease agreement which conveys its leasehold interest in the Community is deemed to be a financing instrument. The foregoing accounting treatment is common in conjunction with long-term net lease arrangements.



REGULATORY MATTERS

Department of Social Services Filings

CT Watermark East Hill, LLC is required to file certain materials annually with the Connecticut Department of Social Services. All such required materials have been filed, including but not limited to the materials contained in this Disclosure Statement. A forward-looking statement showing the Community's projected cash flow along with a summary of the associated assumptions used in preparing such projections are included as Disclosure Statement Exhibit E. Information about The Watermark at East Hill which is on file with the Department of Social Services may be reviewed by contacting:

**The Department of Social Services
55 Farmington Avenue
Hartford, CT 06105-3724**

The Watermark at East Hill's most recent Disclosure Statement can also be viewed on the Connecticut Department of Social Services web site at: <https://portal.ct.gov/DSS/Health-And-Home-Care/Continuing-Care-Facility-Reimbursement/Continuing-Care-Facility---Reimbursement/Disclosure-Statements>. The Provider makes the above-referenced information available for review by its residents by placing the material in the Community's library and, if requested, will also provide current residents with a complete copy of this Disclosure Statement. In addition, the Provider notifies each resident annually of the resident's right to review and obtain a copy of its most recent annual filing with the Department of Social Services.

Statement of Non-Affiliation

Neither Provider nor any of the entities in the organizational structure of Provider is a religious, charitable or nonprofit organization or is affiliated with any other religious, charitable or nonprofit organization.

Administrative Personnel and Employees

The Watermark at East Hill is administered by a staff of experienced and caring senior housing professionals. The Manager employs and manages approximately 221 full-time and part-time individuals at the Community who comprise the administration, housekeeping, maintenance, security, dining services, accounting, human resources, nursing and health services departments at the Community. The terms and conditions of such employees' employment are established by the Manager, and include health, dental and retirement benefits. In addition, certain services such as landscaping, snow removal, and other services, are performed or supplemented by outside specialists under third-party service contracts.



Judicial Matters

Neither Operator nor Manager, nor any officer or director thereof, has been convicted of a felony or pleaded nolo contendere to a felony charge, or has been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; nor is subject to a currently effective injunction or restrictive or remedial order of a court of record; nor within the past five (5) years has had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising 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, home for the aged, or any facility subject to sections 17b-520 to 17b-535 (inclusive) of the Connecticut General Statutes, or a similar statute in another state or country.

Additional Information

This Disclosure Statement has been prepared to give prospective residents, their families, and their advisors full information about the operation and management of The Watermark at East Hill. This Disclosure Statement was prepared on the basis of conditions in effect as of the date on the first page of the Disclosure Statement.



THE WATERMARK
AT EAST HILL

Required Notice to Prospective Residents

Connecticut law requires Provider to provide the Notice to prospective residents on the following page to each prospective resident with an acknowledgement that the prospective resident or his or her legal representative has reviewed the Notice. In addition, Connecticut law requires that Provider obtain a separate, signed Acknowledgement of Receipt from each prospective resident confirming receipt and review of this Disclosure Statement. The Notice to Prospective Residents and the Acknowledgement of Receipt are on the following two pages. Each prospective resident must sign and date the two forms before signing a Contract with Provider.



Disclosure Statement Notice to Prospective Residents

In accordance with Section 17b-522(a) of the Connecticut General Statutes, we are required to give this Notice to a prospective resident, or her/his legal representative, before she/he either (i) signs The Watermark at East Hill Continuing Care Contract, or (ii) transfers any money or other property to CT Watermark East Hill, LLC, whichever is first to occur. Prospective residents of The Watermark at East Hill, or their legal representatives, should be aware of the following:

1. A Continuing Care Contract is a financial investment and your investment may be at risk.
2. Our ability to meet our contractual obligations under such Contract depends upon our financial performance.
3. You are advised to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities before you sign a Contract for continuing care.
4. 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 this Notice and a copy of the Continuing Care Contract prior to entering into the Contract or the transfer of any money or other property to CT Watermark East Hill, LLC dba The Watermark at East Hill.

Printed Name of Prospective Resident(s)

Signature of Prospective Resident

Date

Signature of Prospective Resident, if two

Date

Signature of Legal Representative, if applicable

Date



THE WATERMARK
AT EAST HILL

***Disclosure Statement
Acknowledgement of Receipt***

In accordance with Sections 17b-522(b) and (c) of the Connecticut General Statutes, CT Watermark East Hill, LLC dba The Watermark at East Hill is required to deliver to a prospective resident, or her/his legal representative, a current Disclosure Statement not more than sixty (60) days nor less than ten (10) days before the execution of a Continuing Care Contract or the transfer of any money or other property to CT Watermark East Hill, LLC, by or on behalf of the prospective resident. In addition, not more than sixty (60) days nor less than ten (10) days before a prospective resident actually occupies an apartment pursuant to the Contract, CT Watermark East Hill, LLC must deliver a revised and up-to-date Disclosure Statement to the prospective resident or his or her legal representative, but if there have been no revisions to the Disclosure Statement previously furnished to the prospective resident as provided for in the immediately preceding sentence, CT Watermark East Hill, LLC must deliver to that prospective resident or her/his legal representative a statement to that effect at the time of the apartment's occupancy.

Acknowledgment:

I, or my legal representative, do hereby acknowledge that I, or he or she, have reviewed the above and also have received and reviewed a copy of the current Disclosure Statement and a copy of the Continuing Care Contract for CT Watermark East Hill, LLC, prior to the execution of the Contract or the transfer of any money or other property to CT Watermark East Hill, LLC.

Printed Name of Prospective Resident(s)

Signature of Prospective Resident

Date

Signature of Prospective Resident, if two

Date

Signature of Legal Representative, if applicable

Date

Cross Reference to Statutory Provisions

Following is a cross-reference to certain provisions of Section 17b-522(b) of the Connecticut General Statutes. Certain information generally referred to below is required to be included in this Disclosure Statement and can be found on the pages referenced below:

<u>Applicable Statute</u> <u>Subsection Reference</u>	<u>Location in</u> <u>this document</u>
17b-552(b)	
(1) Name and Business Address of Provider.....	Page 8
(2) Names of Managers; Owners of 5% or more.....	Page 8
(3) Business Experience	Page 8
(4) Judicial Matters	Page 12
(5) Affiliations with Religious, Charitable, Non-Profit Orgs.....	Page 11
(6) Location and Description of the Physical Property	Page 1
(7) Goods and Services Provided	Page 17, and Exhibit A-Sect.5
(8) Treatment of Interest on Deposits.....	Page 20; and Exhibit A-Sect.9
(9) Termination of Contract.....	Pages 20-21; and Exhibit A-Sect. 8
(10) Rights of Surviving Spouse	Exhibit A-Sect. 19
(11) Effects if Resident Gets Married.....	Exhibit A-Sect. 15
(12) Disposition of Personal Property	Exhibit A-Sect. 8, 18
(13) Tax Consequences	Page 21
(14) Reserve Funding, Escrow Accounts	Page 20, and Exhibit C/D
(15) Financial Statements	Exhibit C
(17) Cash Flow Projections	Exhibit E
(18) Historical and Current Entrance Fees and Monthly Service Fees	Exhibits F/G
(20) Department of Social Services Filings.....	Page 11
(21) Cover Page requirements	Cover
17b-552(f)	
Standard Form of Continuing Care Contract.....	Exhibits A/B
17b-521	
Sworn Statement of Escrow Agent.....	Exhibit D

OVERVIEW OF THE CONTINUING CARE CONTRACT

General Description

A resident moving into one of our Independent Living residences in The Town Center enters into a Residency Agreement (also known as a Continuing Care Contract) with the Provider. The Residency Agreement provides the resident with the right to live in a specific apartment for as long as she or he is able to do so safely and independently in accordance with standards established by the Provider. The resident pays certain fees under the Residency Agreement, including a one-time “Entrance Fee” in conjunction with the resident’s initial move into the Community, and a “Monthly Service Fee” payable each month for as long as the resident remains in occupancy which entitles the resident to the various services associated with living in the Community. The resident may select from among two Refund Plans and depending on selection and other factors may be entitled to a future refund of a portion of the Entrance Fee. The resident may request participation in the Life Care Program, which is subject to a certain qualifications and Provider’s acceptance.

Entrance Fee; Monthly Service Fee

The amount of the Entrance Fee payable by an incoming resident generally depends on three factors: (1) the specific apartment unit selected by the resident (where variables include overall unit features, size, and location of the apartment), (2) the Refund Plan chosen by the resident, and (3) whether the resident wishes (and qualifies) to participate in the Life Care Program.

The amount of the Monthly Service Fee generally depends on the specific apartment unit in which the resident resides and whether the resident chooses (and qualifies) to participate in the Life Care Program. In return for the Monthly Service Fee, the resident maintains her/his right to occupancy and receives certain services such as specified housekeeping and laundry services, continental breakfast plus choice of lunch or dinner each day, building maintenance, utilities, basic Cable TV, receptionist services, scheduled transportation, access to the Community’s common areas and amenities, participation in Community Life activities, 24-hour staffing and emergency response system. Additional information on the frequency and scope of currently included services may be found in the Resident Handbook available at the Community.

A Second Occupant Entrance Fee applies when two new residents move into an apartment together. The Second Occupant Entrance Fee is non-refundable. Similarly, a Second Occupant Monthly Service Fee applies when an apartment is occupied by two residents.

The Residency Agreement Exhibit A will set forth the Monthly Service Fee (including Second Occupancy Monthly Service Fee, if applicable) in effect at the time the Residency Agreement is signed. The Provider may increase the Monthly Service Fees after giving residents

thirty (30) days written notice. Recent practice has been for an annual increase that takes effect at the start of the calendar year on January 1st. Historical Monthly Service Fee and Entrance Fee data may be found in Disclosure Statement Exhibit F, and the current Monthly Service Fees may be found in Disclosure Statement Exhibit G.

Entrance Fee Refund Plans

We offer a choice of two (2) Entrance Fee Refund Plans. This choice determines whether and to what extent a portion of the Entrance Fee may become refundable by the Provider to the resident or her/his estate in the future. We offer an “80% Refund Plan” whereby 80% of the Entrance Fee is refundable in the future upon the satisfaction of certain conditions (as described elsewhere in this section), and a “Declining Refund” plan whereby the portion of the refundable entrance fee declines over the first approximately 46 months of occupancy after which it becomes entirely non-refundable. The table below provides a summary of these choices:

<u>Contract Type:</u>	<u>Refundable Portion of Your Entrance Fee⁽¹⁾:</u>
80% Refund Plan:	Your refund will be 80% of your Entrance Fee ⁽²⁾ .
Declining Refund Plan:	The refundable portion of your Entrance Fee ⁽²⁾ declines over time during your residency at the Community. It begins at 90% refundable at the end of your first full or partial calendar month of occupancy, and declines by 2% per month thereafter, becoming fully non-refundable after 46 months.

- Notes: (1) Entrance fees are fully refundable prior to expiration of the applicable statutory rescission period.
- (2) Refund percentages apply to First Occupant Entrance Fee only. Second Occupant Entrance Fees are fully non-refundable following the applicable statutory rescission period.

If a former resident of the Community is entitled to a future refund of a portion of their Entrance Fee as outlined above, such refund is paid once three conditions are met. These conditions, if applicable, are that (i) the resident has moved out of the Community; (ii) one or more similar-type apartments have subsequently been re-occupied by one or more new resident(s) moving in who have paid the full balance of their Entrance Fee, and (iii) the resident was at the top of the ‘refund queue’ for the applicable apartment type prior to the most recent such move-in. For each apartment type, a refund queue is maintained whereby former residents are listed in the order in which they moved out of the Community (i.e., earliest move-out at the top of the list) and each time a new resident pays an Entrance Fee and moves into an apartment of that type, the ‘next-in-line’ former resident qualifies to be paid a refund within 30 days, if applicable, and is thereafter

removed from the list. For Residency Agreements entered into after October 1, 2015, Connecticut law requires that any refundable portion of the Entrance Fee be paid within three years of the move-out date. No interest is paid on Entrance Fee Refunds.

Life Care Program

A resident moving into one of our Independent Living residences may request to participate in our Life Care Program. Applicants must undergo a health care assessment and acceptance into the Life Care Program may be granted or denied in the Provider's sole discretion. A resident not qualifying for the Life Care Program may still submit an application for the Traditional Plan. When a resident requests and is accepted into the Life Care Program, the Life Care Addendum found in Disclosure Statement Exhibit B is incorporated into the resident's Residency Agreement. Participation in the Life Care Program carries a higher Entrance Fee and a higher Monthly Service Fee.

A resident with a Residency Agreement that does not include the Life Care Addendum is sometimes referred to as being on the "Traditional Plan" or "Fee For Service Plan." This generally means that if and when the resident requires health care services in the future, including transfer to a higher level of care in the Health Center such as The Lodge, The Inn, The Villa, or The Springs, the resident's service charges including room & board will be at then-prevailing market rates. There is no element of prepaid health care costs.

By contrast, if a resident participating in the Life Care Program requires in the future to transfer to a higher level of care neighborhood in the Health Center such as The Lodge, The Inn, The Villa, or The Springs on a permanent basis (and thus moves out of their Residence in the Town Center), the resident will continue to pay generally the same Monthly Service Fee as would apply in the resident's Independent Living apartment in lieu of the room & board rate then prevailing for the applicable level of care, subject, however, to additional charges for incremental meals, medical charges and higher points-based health care services, a monthly premium applicable to The Villa, and other factors including but not limited to the following:

1. A "Meal and Miscellaneous Charge," which goes toward the incremental costs of providing three hot meals per day, as well as referral services, wellness education, dietician services, daily housekeeping, social services, and laundry services. The current amount of this charge is set forth in Residency Agreement Exhibit B ("Schedule of Additional Fees");

2. Applicable charges (if any) for assisted living services at The Town Center, The Lodge, The Inn or The Villa. Such charges are based on a resident's current health care assessment and the corresponding need for assisted living services. Assisted living services are measured on a points-based system and incur charges if in excess of the level included in base Monthly Service Fee as outlined in Residency Agreement Exhibit B; and

3. Charges for any medical services and supplies that the resident requires, including but not limited to, physician services, physical therapy, and medications as well as additional services that the resident may request; and

4. If your move is to The Villa, a monthly premium (the “Villa Premium”) in respect of The Villa’s unique and specialized services and programming. The current amount of the Villa Premium is set forth in Residency Agreement Exhibit B (“Schedule of Additional Fees”).

The Provider may modify the extra charges and services provided and offer new or different points-based pricing or other pricing programs at any time upon thirty (30) days prior written notice to the resident.

The Health Care Benefit provided under the Life Care Program does not apply to a resident’s temporary stay in the Health Center while retaining occupancy rights to her or his Residence in the Town Center. For such temporary stays, regardless of whether the resident is on the Traditional Plan or participates in the Life Care Program, the resident will continue to pay the Monthly Service Fee in respect of her or his Residence in the Town Center and will also be charged the prevailing private payment rate and charges for the Level of Care applicable to her or his temporary stay in the Health Center (subject to eligible coverage under Medicare or other insurance accepted by Watermark).

Contract Signing; Deposit; Grace Period; Escrow Account

When one decides to become a resident of the Community, an apartment is selected and a Residency Agreement is signed at which time a deposit is paid equal to ten percent (10%) of the Entrance Fee. The balance of the Entrance Fee (i.e., the remaining ninety percent (90%)) is due in full on the agreed “Date of Occupancy” set forth in the Residency Agreement Exhibit A.

The Residency Agreement contains a grace period (“Grace Period”) until the date that is thirty (30) days after the date that the Residency Agreement is signed. During the Grace Period, the prospective resident may cancel the Residency Agreement in which case Provider will refund the Entrance Fee or portion thereof paid by the prospective resident, less an administrative and processing fee as specified in the Residency Agreement.

Any monies paid by the prospective resident on account of the Entrance Fee are held by Wilmington Trust Company, as escrow agent, in an Entrance Fee escrow account until the expiration of the Grace Period. After the expiration of the Grace Period, such funds are released to the Provider. Interest earned on the portion of the Entrance Fee and other deposits held in the Entrance Fee escrow account shall be retained by the Provider.



In order to rescind or cancel the Contract, the prospective resident or their legal representative must send notification in writing to the Provider at the address listed below by registered or certified mail in accordance with the notice periods stated in the Contract.

The Watermark at East Hill
Attention: Executive Director
611 East Hill Road
Southbury, CT 06488

Cancellation by Provider

The Residency Agreement identifies conditions under which the Provider may terminate the Residency Agreement, which conditions include: (i) if information provided by or on behalf of the resident to the Provider is incorrect, contains omissions or is misleading; (ii) if the resident's condition or conduct jeopardizes her or his health, well-being or safety, or the peace and welfare of others; and (iii) if the resident requires a higher level of care and refuses or otherwise fails to obtain such care. In the event that a situation arises which requires that the Provider terminate a Residency Agreement, the Provider will notify the resident in writing and such notice will include the effective date of cancellation. The Provider's decisions are final.

Note Regarding Continuing Care Contracts

Prospective residents are urged to review the details of their Residency Agreement / Continuing Care Contract very carefully before signing it. The Residency Agreement contains, among other things, the definitive terms concerning termination rights, rights of a surviving spouse, the effect of a resident's marriage or remarriage, the policy regarding disposition of a resident's personal property in the event of death or transfer to a health care center, rights to use of the apartment, provisions governing reimbursement of the Entrance Fee, and services to be provided to a resident. The Residency Agreement is available in larger type upon request.

Tax Consequences

Please note that payment of an Entrance Fee or other transfer of assets pursuant to a Continuing Care Contract may have significant tax consequences and that prospective residents are urged to consult a qualified advisor.



THE WATERMARK
AT EAST HILL

Disclosure Statement
Exhibit A
Residency Agreement /
Continuing Care Contract

Residency Agreement



Continuing Care Contract

The following indicates whether this Agreement is intended to be a
Traditional Contract or a Life Care Contract:

[Click to select Contract Type](#)

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EXHIBITS

- A. SCHEDULE OF CERTAIN CONTRACT TERMS
- B. SCHEDULE OF ADDITIONAL FEES AND CHARGES
- C. RESIDENT’S BILL OF RIGHTS

1. THE AGREEMENT

This document (herein referred to as this “**Agreement**”) is a Residency Agreement, also known as a Continuing Care Contract, between **CT Watermark East Hill, LLC**, a Delaware limited liability company, and **Click to type Resident Name(s)** (the “**Resident**” or “**Residents**”). The effective date of this Agreement is **Click to select date** (the “**Effective Date**”).

RECITALS

A. Watermark operates a continuing care retirement community known as “The Watermark at East Hill” through which Watermark agrees to furnish or cause to be furnished a residence and other services to the Resident;

B. Resident has applied for admission to occupy a residence and to receive such other services; and

C. Watermark has reviewed and accepted Resident’s application subject to the execution of this Agreement and the terms contained herein.

D. This Agreement is not a lease and does not create any interest in the real estate and property owned by Watermark and the right of use thereof shall not inure to the use or benefit of the heirs, next of kin, assignees or representatives of Resident or of Resident's estate.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Watermark and Resident agree as follows:

2. THE PARTIES TO THIS AGREEMENT

The parties to this Agreement are:

2.1 CT Watermark East Hill, LLC, a Delaware limited liability company. It may assign the obligations under this Agreement to another entity or may authorize another entity to act for it in performing its duties under this Agreement. In this Agreement, the term “**Watermark**” refers to CT Watermark East Hill, LLC or any such assignee or authorized person.

2.2 The Resident. You are the other party to this Agreement. In this Agreement, you will be called the “**Resident**.” The words “**you**” and “**your**” will also refer to you. If this Agreement is signed by two resident persons, the words “**Resident**,” “**you**,” and “**your**” will refer to each such person who signs this Agreement. If one of you dies or moves out of the Community, these words will refer to the one who survives and remains a resident within the Community.

3. THE RESIDENCE

3.1 Residence.

(a) Watermark operates The Watermark at East Hill (also referred to herein as the “**Community**”) located at 611 East Hill Road in Southbury, Connecticut. As of the date hereof the Community includes the following distinctive residential areas and associated levels of care:

“**The Town Center**” which includes the three residential buildings known as Applewood, Birchwood and Dogwood each containing independent living apartments, and a building known as The Commons containing dining and other common area amenities;

“**The Lodge at Cherrywood**” which is located on the second and third floors of the residential building known as Cherrywood and contains assisted living apartments along with dining and other common area amenities;

“**The Inn at Cherrywood**” which is located first floor of Cherrywood and contains assisted living suites and apartments along with dining and other common area amenities;

“**The Villa**” which is a residential building containing memory care suites along with dining and other common area amenities; and

“**The Springs**” which is adjacent to The Commons and houses our skilled nursing facility.

(b) Watermark will provide you with an apartment in the Town Center. In this Agreement, this apartment will be referred to as your “**Residence.**” Your Residence is designated on Exhibit A. Your Residence will be for your own personal use and occupancy only.

3.2 Substitution of Residence.

Watermark reserves the right to substitute your Residence with another comparable residence at the Town Center, at no additional expense to you, if it is necessary to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official, or for any other reasonable purpose, as determined by Watermark in writing. A comparable residence means a residence that has the same number of bedrooms and bathrooms and that is approximately the same size as your Residence. Effective the date the occupancy transfers to the substituted residence, the substituted residence will be your Residence as defined in this Agreement and shall be subject to all the same terms and conditions.

3.3 Date of Occupancy.

You may move into your Residence on the date indicated as the “Date of Occupancy” on Exhibit A. The Date of Occupancy is the date your Residence will be ready for your occupancy, even if you are not ready to move into your Residence. You may continue to occupy your Residence for the remainder of your lifetime, unless (i) this Agreement is earlier cancelled in accordance with Section 8 hereof, (ii) you are relocated to another comparable residence pursuant to Section 3.2, (iii) you permanently move to a higher level of care located at the Community pursuant to Section 17 hereof, or (iv) you are removed from your Residence pursuant to Section 18 hereof. If this Agreement is signed by two resident persons, occupancy of your Residence may continue for the remainder of the lifetime of the last surviving of the two of you, unless this Agreement is earlier cancelled or the other conditions outlined above apply to both of you.

4. THE ENTRANCE FEE

You must pay an entrance fee (the “Entrance Fee”) in the amount indicated on Exhibit A. Your payment of the Entrance Fee entitles you to the use of your Residence and to the other services described in this Agreement. Your Entrance Fee is payable as follows:

4.1 Down Payment (10%).

Watermark requires a down payment (the “Down Payment”) of ten percent (10%) of the Entrance Fee. You must pay the Down Payment at the time you sign this Agreement.

4.2 Balance of Entrance Fee (90%).

You must pay the remaining amount of the Entrance Fee (the “Entrance Fee Balance”) in full on the Date of Occupancy even if you do not actually move into your Residence on that date.

5. RESIDENT SERVICES AND FEES

5.1 Service Fees.

Watermark provides services for which it charges a monthly service fee (the “**Monthly Service Fee**”). Watermark also provides or makes available certain additional items and services to residents who want or require such items and services, for which Watermark charges additional fees (“**Additional Fees**”). The Additional Fees in effect as of the Effective Date are outlined in Exhibit B (“**Schedule of Additional Fees**”). Exhibit A indicates the schedule of additional items and services, if any, that you have requested be furnished to you upon your initial occupancy, which schedule may be updated and revised from time to time. Watermark may change the nature and scope of additional services offered and/or increase the Additional Fees and revise the Schedule of Additional Fees from time to time by providing residents of the Community thirty (30) days prior written notice thereof.

5.2 Resident Services.

This Section describes in general the services that are available at the Town Center. Watermark has published a Resident’s Handbook which contains rules and policies for the specific use of these services and which may change from time to time, provided, however, the Resident Handbook shall not modify the specific rights provided to you under this Agreement (as modified from time to time, the “**Resident Handbook**”).

5.2.1 Meals. Watermark will make available to you the number of meals outlined on Exhibit A attached hereto. Your meals will be served at a location(s) as established in the Resident Handbook.

5.2.2 Nursing Care and Assistance with Daily Living.

(i) You will have preferential admission status at the higher level of care areas at the Community. As of the date hereof such higher levels of care areas include The Lodge (assisted living), The Inn (assisted living), The Villa (memory care), and The Springs (skilled nursing).

(ii) If this Agreement is a Traditional Contract, then you will be responsible for paying all of your costs and expenses associated with your stay(s) in the higher level of care areas at the then-prevailing rates. Any such costs and expenses are in addition to your Monthly Service Fee until such time as (1) this Agreement is cancelled in accordance with Section 8, or (2) you permanently move to a higher level of care at the Community as outlined in Section 17. If your Residence is occupied by two persons, and one of you moves permanently to a higher level of care, the remaining Resident must continue to pay the Monthly Service Fee for single occupancy.

(iii) If this Agreement is a Life Care Contract and you permanently move to a higher level of care at the Community, you will be entitled to certain terms and conditions regarding your costs and expenses associated with your residence in such higher level of care as outlined in a separate Life Care Addendum to this Agreement that is referenced in Section 7.

(iv) Watermark operates as a managed residential community and is also licensed as an assisted living services agency (“ALSA”) by the Connecticut Department of Public Health. Under such license, Watermark can offer assistance with daily living activities, including, without limitation, assistance with bathing, dressing, medication administration, eating, toileting, transferring and the like (the “ALSA Services”) to the extent you require such assistance. You have the right to receive ALSA Services in your Residence. The fees for the ALSA Services are not included in the Monthly Service Fee. Such fees shall be posted and are subject to change from time to time upon at least thirty (30) days prior notice.

5.2.3 Housekeeping Services. Your Residence will receive certain housekeeping services at no additional charge as set forth in the Resident Handbook. For additional services you will be charged on a monthly basis as outlined in Exhibit B.

5.2.4 Utilities. Watermark will provide you with standard utilities, such as lighting, heat, air conditioning, water and basic cable TV, the cost of which is included in your Monthly Service Fee. Other service charges are outlined on Exhibit B.

5.2.5 Community Facilities. You are entitled to use all of the community and recreational facilities at the Town Center as set forth in the Resident Handbook. The programs and facilities of the Town Center may be changed from time to time at the discretion of Watermark.

5.2.6 Parking; Operation of a Motor Vehicle. You may rent a garage space, if available, for an additional fee as outlined in Exhibit B. In order to park or operate a motor vehicle on the premises of the Town Center, you must maintain automobile liability insurance with your own insurance agent to cover liability and medical expenses arising from injuries to yourself or others. Your on-premises use of any motor vehicle, electric cart or power operated vehicle is subject to the rules and policies of Watermark, including but not limited to, speed limits and safe driving procedures and practices. Watermark reserves the right to revoke your operating and parking privileges on the premises of the Town Center if you do not abide by the applicable rules, regulations, policies, and procedures.

5.2.7 Pets. Pets are allowed at the Town Center, subject to approval by Watermark and the payment of a non-refundable pet fee as set forth on Exhibit B. Residents with pets must provide written acceptance of the Community's Resident Pet Policy. Watermark reserves the right to rescind approval of your pet if Watermark determines that the pet constitutes a nuisance or danger to others, or threatens the quiet enjoyment of the other residents of the Community.

6. MONTHLY SERVICE FEE

6.1 You are responsible for paying your Monthly Service Fee beginning on the Date of Occupancy identified in Exhibit A. The Monthly Service Fee for your first full or partial calendar month of occupancy shall be due on the Date of Occupancy and will be prorated to reflect the number of days of your occupancy during such calendar month. Thereafter, your Monthly Service Fee shall be payable by you to Watermark in advance subject to the due dates and other payment terms set forth in Exhibit A until the effective date of cancellation of this Agreement as set forth in Section 8.

6.2 Your Monthly Service Fee (including your Monthly Second Person Fee if applicable) is listed on Exhibit A. Watermark has the right to increase the Monthly Service Fee in its sole discretion, and Watermark will give you not less than thirty (30) days' advance notice in writing of any such increase.

6.3 Your Monthly Service Fee shall be due each month for so long as this Agreement is in effect regardless of whether you are in residence.

6.4 Watermark encourages residents to make monthly account payments via automatic recurring ACH withdrawal, and if you provide authorization for Watermark to process monthly payments on your account via automatic recurring ACH withdrawal, then your monthly payment will be processed as set forth in Exhibit A.

6.5 If the Monthly Service Fee for any month is not paid when due, Watermark may collect a late fee until the Monthly Service Fee and all late fees are fully paid. Late fees are set forth in Exhibit A and shall not exceed amounts allowed by applicable federal and state law. In addition, Watermark will charge you for the costs of collecting any unpaid Monthly Service Fee, including reasonable attorneys' fees incurred for collection purposes.

7. LIFE CARE ADDENDUM

If you have applied for and been accepted for a Life Care Contract, you must sign the attached Life Care Addendum to this Agreement (the “Life Care Addendum”) on the same day that you sign this Agreement. The Life Care Addendum outlines the terms and conditions of the Life Care Contract.

8. CANCELLATION OF THIS AGREEMENT

8.1 Cancellation By Resident.

You may provide notice of cancellation of this Agreement at any time for any reason. To do so, you must deliver your notice of cancellation in writing to the Community’s Executive Director. If Sections 9.2 or 9.4 apply to your written notice of cancellation, the effective date of cancellation shall be the date your written notice is delivered. If Sections 9.2 or 9.4 do not apply to your written notice of cancellation, the effective date of cancellation of this Agreement will be the later to occur of (i) sixty (60) days following the date such written notice was delivered, or (ii) the date that you permanently vacate your Residence (including removal of all of your property and belongings).

8.2 Cancellation by Watermark

Watermark may cancel this Agreement (A) as set forth in Section 11.1 prior to your Date of Occupancy, or (B) at any time for ‘good cause,’ in which case Watermark must give written notice to you and the effective date of cancellation of this Agreement will be the earlier to occur of (i) the date of cancellation specified in Watermark’s written notice if the conditions set forth in Section 8.2.2 below are applicable, or (ii) **thirty (30) days** following the date of Watermark’s written notice. Watermark will have ‘good cause’ to cancel this Agreement for any one of the following reasons:

8.2.1 If you give any incorrect information to Watermark, or fail to give any necessary information, or if you mislead Watermark. This reason will apply to any statements or information that you give to Watermark, or that a family member or representative of yours gives to Watermark on your behalf;

8.2.2 If it is determined, pursuant to Section 18, that (A) your physical or mental condition, or your conduct, is such as to jeopardize your health, well-being or safety, or the peace and welfare of others, or (B) you are no longer able to safely accomplish the activities of daily living, such as bathing, dressing, medication administration, eating, toileting, transferring and the like, and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark, or you require or a higher level of care than such assisted living services can provide, such as skilled nursing or hospitalization, and you have either refused or otherwise failed to obtain such higher level of care; or

8.2.3 If you fail, neglect or refuse to abide by the terms of this Agreement or rules and policies published by Watermark, including if you fail to pay a Monthly Service Fee when due, subject, however, to the provisions of Section 12 regarding financial hardship.

8.3 Vacating Your Residence.

If this Agreement is pending cancellation as set forth in Section 8.1 or 8.2 above, you agree to vacate your Residence on or before the effective date of cancellation of this Agreement. You must pay the Monthly Service Fee through and including the date that is the later to occur of (i) the effective date of cancellation of this Agreement, or (ii) the date that you vacate your Residence (including removal of all of your property and belongings). If you vacate or abandon your Residence without removing all of your property and belongings, Watermark may, but is not obligated to, enter the Residence without notice to you and remove all of your property and belongings, in which case Watermark may, at its option, take possession of such property and declare it to be the property of Watermark or, at your expense, dispose of it in such a manner and for such consideration as Watermark, in its sole discretion, deems appropriate, including storing and/or selling or otherwise disposing of such property. Thereafter Watermark may use your former Residence for any purpose.

8.4 Cancellation Upon Death

If you are the sole Resident pursuant to this Agreement and you die, or if there are two resident persons signing this Agreement and the one of you who is last-in-occupancy in your Residence dies, in either case after the Grace Period and after the Date of Occupancy, then this Agreement will automatically cancel, and the effective date of cancellation of this Agreement will be the later to occur of (i) thirty (30) days following the above-referenced date of death, or (ii) the date that your Residence is vacated including removal of all property and belongings.

9. REFUND POLICY

9.1 Refund.

Your selection of refund plan and the amount of your Entrance Fee are indicated on Exhibit A. Depending on the Refund Plan you selected, and in certain circumstances depending on the effective date of cancellation of this Agreement, you may be entitled to a refund of all or a portion of the money you paid toward your Entrance Fee. Terms and conditions applicable to the determination of whether a refund is applicable and the timing and payment of such refund are described below. Except in the case of Sections 9.2 and 9.4, the references to Entrance Fee in this Section 9 do not include any entrance fees related to a second occupant; Second Person Entrance Fees are non-refundable with the exception of the conditions described in Sections 9.2 and 9.4. Watermark may deduct charges set forth in Section 9.3 from any refund that may be owed to you.

9.2 Grace Period.

The thirty (30) day period after you sign this Agreement is referred to as the “Grace Period.” This period coincides with the applicable Connecticut statutory rescission period. Nothing in this Agreement requires that you move into your Residence before the end of the Grace Period. You may cancel this Agreement at any time during the Grace Period (i.e., within thirty (30) days after you sign it) by delivering written notice of your cancellation to the Community’s Executive Director before the end of the Grace Period. If you cancel this Agreement during the Grace Period, Watermark will refund to you one hundred percent (100%) of the money that you paid toward the Entrance Fee, subject to Section 9.3. Any interim interest earned will be retained by Watermark. If this Agreement is cancelled in accordance with this paragraph because you have died, the refund will be made to your estate. Watermark may also cancel this Agreement as set forth in Section 11.1 at any time prior to your Date of Occupancy, in which case any money that you paid toward the Entrance Fee will be similarly refunded.

9.3 Administrative Fee.

Watermark reserves the right to deduct a reasonable administrative and processing fee (an “**Administrative Fee**”) from your refund in an amount not to exceed one percent (1%) of the Entrance Fee set forth on Exhibit A. Watermark may also deduct the amount of any costs and expenses incurred by Watermark as a result of your written request(s), including, as an example, upgrades to your Residence made or commenced at your written request and not yet amortized in accordance generally accepted accounting principles.

9.4 Cancellation After The Grace Period and Before the Date of Occupancy.

If after the Grace Period, but prior to your Date of Occupancy, (a) you die, or (b) on account of illness, injury or incapacity you are unable to occupy your Residence, and you or your legal representative delivers written notice to the Community’s Executive Director requesting cancellation and stating that one of the foregoing conditions (a) or (b) exists, then subject to the next sentence this Agreement will be cancelled and Watermark will refund to you one hundred percent (100%) of the money that you paid toward the Entrance Fee, subject to Section 9.3. Any interim interest earned will be retained by Watermark. Watermark reserves the right to request a written evidentiary statement from your physician if the requested cancellation is on account of illness, injury, or incapacity, and if requested, such statement shall be a condition of cancellation. Watermark may also cancel this Agreement as set forth in Section 11.1 at any time prior to your Date of Occupancy, in which case any money that you paid toward the Entrance Fee will be similarly refunded. If this Agreement is cancelled in accordance with this paragraph because you have died, the refund will be made to your estate or as ordered by a court of competent jurisdiction.

9.5 Cancellation After The Grace Period and After the Date of Occupancy.

9.5.1 You may cancel this Agreement at any time after the Grace Period and after your Date of Occupancy in accordance with the notice procedure set forth in Section 8.1. Watermark may cancel this Agreement for ‘good cause’ at any time after the Grace Period and after your Date of Occupancy in accordance with the notice procedure set forth in Section 8.2. In either case this Agreement will terminate on the effective date of cancellation as set forth in Section 8.1 or 8.2 as applicable.

9.5.2 Any applicable refund of money that you paid toward your Entrance Fee (if applicable, your “Entrance Fee Refund”) will be paid as set forth in Section 9.6 below and will be calculated based on the “Refund Plan” you selected as identified on Exhibit A, subject to Section 9.3. Your Refund Plan is one of the following:

(i) 80% Refund Plan.

If you selected the 80% Refund Plan, you will be eligible for an Entrance Fee Refund of eighty percent (80%) of the amount of the Entrance Fee.

(ii) Declining Refund Plan.

If you selected the Declining Refund Plan, you will be eligible for an Entrance Fee Refund that declines to a zero balance over approximately forty-six (46) months following your Date of Occupancy. Specifically, the eligible refund declines to ninety percent (90%) of the amount of the Entrance Fee at the end of the calendar month in which the Date of Occupancy occurs, and then declines by an additional two percent (2%) of the amount of the Entrance Fee each month thereafter. The foregoing is determined based on the effective date of cancellation of your Agreement.

9.5.3 Watermark may deduct from your refund any outstanding and unpaid balance due on your account, including, without limitation, any unpaid Monthly Service Fees and Additional Fees.

9.6 Payment of Refund.

9.6.1 If an Entrance Fee Refund is due to you in accordance with this Agreement following a cancellation of this Agreement **before** the expiration of the Grace Period and/or **before** the Date of Occupancy, your refund will be made by Watermark or by the escrow agent (“Escrow Agent”) associated with the entrance fee escrow account established in accordance with Connecticut law (the “Entrance Fee Escrow Account”). If paid by the Escrow Agent, such refund will be paid in accordance with the terms of an entrance fee escrow agreement which complies with the requirements of Connecticut law (the “Entrance Fee Escrow Agreement”), which for that purpose will be considered as part of this Agreement.

9.6.2 If an Entrance Fee refund is due to you in accordance with this Agreement following a cancellation of this Agreement **after** the Date of Occupancy, Watermark will pay your refund within thirty (30) days after three conditions are met. These conditions are that (i) you have moved out of the Community; (ii) one or more like-type apartments to your Residence (e.g., One Bedroom Deluxe, Two Bedroom Deluxe, etc.) have subsequently been re-occupied by one or more new occupants moving in that have paid the full balance of their Entrance Fee in cash; and (iii) you were at the top of the ‘refund queue’ for the applicable apartment type prior to the most recent such move-in. For each apartment type, a refund queue is maintained whereby former residents are listed chronologically based on the date of cancellation of their residency agreement (i.e., earliest move-out at the top of the list), and each time there is a qualifying new move-in to a like-type apartment, the former resident at the top of the refund queue qualifies to be paid a refund within 30 days, if applicable, and is thereafter removed from the list. Notwithstanding the foregoing, Watermark will pay your Entrance Fee Refund no later than the third anniversary of the date of cancellation of this Agreement. Watermark will make commercially reasonable efforts to find new occupants for apartments that are of like-kind to your Residence. If you owe any money to Watermark following the cancellation of this Agreement and such amount owed remains outstanding, Watermark may deduct the amount that you owe from the Entrance Fee Refund that will be paid to you.

10. YOUR RIGHTS UNDER THIS AGREEMENT

10.1 The rights given to you under this Agreement belong to you alone. When this Agreement is cancelled, whether by your death or by notice of cancellation, all of your rights and interest in this Agreement will come to an end, except for the right to receive an Entrance Fee Refund that may be payable to you, if applicable. You may not assign any of your rights under this Agreement to anyone else.

10.2 You may come and go from the Community as you wish. However, you must pay the Monthly Service Fee even while you are away from the Community.

10.3 If two resident persons sign this Agreement, neither of you may unilaterally cancel this Agreement as long as the other one is still living. You may only cancel this Agreement if you act together. If one of you leaves your Residence, or must be removed from your Residence, the right to occupancy that the other one has will not be changed. Neither one of you is able to divide your Residence, or to force the removal of the other.

10.4 You cannot assign any right you have to use your Residence to another person. You cannot sublet your Residence. You cannot pledge, mortgage or use this Agreement or your Residence for security. No one to whom you owe money, or who has some other claim against you, may make any claim, lien or attachment against this Agreement or your Residence.

10.5 Watermark has the sole right to decide who is eligible for admission to or residency in any areas within the Community.

10.6 Additional rights are outlined in Exhibit C of this Agreement.

11. RESIDENT ACCEPTANCE POLICY

11.1 Pre-Admission. Watermark will require certain information including (i) a report from your personal physician about your medical history (applicable only if this is a Life Care Contract) and (ii) certain financial information prior to your Date of Occupancy. This confidential information will be reviewed by a representative of Watermark in accordance with established acceptance policies. Special considerations of cases not meeting all of the admission criteria will be referred to the Watermark Executive Director for consideration and action. Watermark will make a final decision on your admission in its sole and absolute discretion, and Watermark reserves the right to cancel this Agreement prior to the Date of Occupancy if it determines that you do not qualify for admission, or to postpone your Date of Occupancy if it has not had sufficient time to review the submitted materials.

11.2 Non-Financial Requirements. To be accepted for residency, you must be 62 years of age or more at the time of establishing residency, except where more than one Resident occupies a Residence, in which case at least one must be 62 years of age or more at the time of establishing residency, and you must be able to meet the requirements of occupancy.

11.3 Financial Requirements. To be accepted for residency, you must meet the following financial requirements: (1) have financial assets adequate to pay the contracted Entrance Fee, plus an amount sufficient to provide for the Resident's personal financial requirements after residency; (2) have sufficient income to meet the anticipated Monthly Service Fee and any other applicable fees for items and services not covered by the Monthly Service Fee; and (3) have coverage under (i) Medicare Parts A and B (basic and supplemental coverage) or Medicare Part C (Medicare Managed Care), and (ii) Medicare Part D or equivalent (drug coverage), if eligible, and (iii) one supplementary health insurance policy. Parts of this subsection may be waived or modified for certain people such as retired Civil Service employees and those with comparable coverage with a Health Maintenance Organization or other private insurance.

12. YOUR PROMISES TO WATERMARK

12.1 Information. By signing this Agreement, you promise that all the information that appears on your application and all other information that you have given and will give to Watermark is true, complete and correct. In addition, if this is a Life Care Contract, you agree to comply with future requests for medical information Watermark may require as set forth in Section 25. Watermark reserves the right to require you, upon request, to update the financial information disclosed to Watermark in your application.

12.2 Government Benefits. It is possible that benefits will be available to you under state or federal law to pay for medical services that you receive; for example, from the program known as “Medicare.” You agree to do whatever is reasonable, including submitting forms or taking other action, which will help to make payment of doctor bills, hospital bills, bills for extended care, and bills for other services, including reimbursement to Watermark for bills paid by it, from these programs. Hospital, medical or similar services for which such benefits are paid by state or federal programs are not part of the services provided by Watermark. Nothing in this Section shall be interpreted to mean that Watermark has any obligation to provide or pay for hospital, medical or similar services.

12.3 Damage. You are responsible for any damage that you may cause to the Community or its furnishings, equipment or property, including your Residence, except for ordinary wear and tear. You must not do, or cause to be done, any act which would violate the Fire Code or Health Code. You may not have excessive clutter in your Residence. Open flame of any type, including the lighting of candles, is strictly prohibited. Watermark may take immediate action to correct any violations of the Fire Code or Health Code or other safety prohibitions in effect. You must pay the cost of correcting such violations.

12.4 Indemnity. Watermark has the right to make a claim against you, against your estate, or against any person who is legally liable for your support, for any money that you owe to Watermark. Watermark will also have the right to make such a claim for any damage and for reimbursement for the cost of any repair or redecoration which may be necessary for your Residence because of your use, with the exception of ordinary wear and tear.

13. FINANCIAL HARDSHIP

There may come a time when you are unable to pay all or part of your Monthly Service Fee because of your own financial hardship. Watermark will make reasonable efforts to help you find the means for payment, by applications for state or federal aid or other prospective sources of financial assistance. Watermark expects that you will cooperate in these efforts in any way that you can. While these attempts are being made, Watermark will continue to provide its services to you under this Agreement for a period of thirty (30) days. If you do not apply for, diligently seek and obtain such benefits, and if you are not able to resume payment of your Monthly Service Fee within the thirty (30) day period, Watermark has the right to cancel this Agreement.

14. FURNISHINGS AND MAINTENANCE

14.1 Fixtures. Your Residence will have certain fixtures and installations provided by Watermark, which may include, without limitation, wall-to-wall carpeting, window blinds, kitchen appliances, and similar items. All installations are and shall remain the property of Watermark.

14.2 Alterations. You may make other alterations in your Residence at your own expense, provided, however, that all prospective alterations must be requested by you in writing submitted to, and be approved in writing by, the Community's Executive Director in advance of your making any alterations. Such alterations will belong to Watermark when you vacate your Residence. At Watermark's request, you may be required to return your Residence to its original condition at your expense.

14.3 Painting. From time to time Watermark may offer to repaint occupied residences if and as needed, as determined by Watermark in its sole discretion. If you accept such an offer you may be responsible for hiring furniture movers if required.

15. JOINT OCCUPANCY AND/OR MARRIAGE

15.1 Resident/Non-Resident.

You may want a non-resident, who does not currently live at the Community, to occupy your Residence with you. You and the non-resident are required to apply to Watermark for admission of such non-resident to the Town Center and to provide Watermark with the same health, financial and other information as Watermark requires generally for new applicants desiring to live at the Town Center. Watermark may grant or withhold such admission in its sole discretion. If such admission is denied, then such non-resident may not reside in your Residence.

15.1.1 If Watermark grants admission to such non-resident to the Town Center, such person shall be considered a "New Resident." If the New Resident intends to move into your Residence, this Agreement will be cancelled and a new residency agreement, also known as a continuing care contract (the "New Contract") will be signed by you and the New Resident. The New Contract will require payment of an entrance fee (the "New Entrance Fee") equal to your original Entrance Fee under this Agreement plus the then-prevailing second occupant entrance fee. The New Entrance Fee must be paid to Watermark prior to the New Contract's Date of Occupancy. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the New Resident. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9.5 of this Agreement. Any refund of your original Entrance Fee shall be applied to the New Entrance Fee. Any refund of the New Entrance Fee shall be determined by the New Contract.

15.1.2 If Watermark grants admission to the New Resident, and if you and the New Resident wish to move into a new residence, this Agreement will be cancelled and a New Contract will be signed by you and the New Resident. The New Contract will require payment of an entrance fee (the "New Entrance Fee") equal to the then-prevailing entrance fee for the new residence plus the then-prevailing second occupant entrance fee. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the New Resident. The amount of a refund, if any, of your original Entrance Fee will be determined and paid in accordance with Section 9 of this Agreement. Any refund of the New Entrance Fee shall be determined by the New Contract.

15.2 Resident/Resident.

You and another resident of the Community who occupies a separate residence at the Community and has a separate residency agreement with Watermark may wish to move into one residence together. For purposes of this Section 15.2, the term “Resident” may also refer to such other resident as the context implies.

15.2.1 If you or the other Resident move into the current residence of one of you, the original residency agreements of both Residents (including this Agreement) will be cancelled and a New Contract will be signed by you and the other Resident. The New Contract will require payment of an entrance fee (the “New Entrance Fee”) equal to the original entrance fee of the non-moving Resident plus the then-prevailing second occupant entrance fee. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the other Resident. The amount and payment of your Entrance Fee Refund, if any, under this Agreement will be determined pursuant to Section 9 of this Agreement, except that if you are the non-moving Resident, your Entrance Fee Refund, if any, may be applied to the New Entrance Fee. Any refund of the New Entrance Fee shall be determined by the New Contract.

15.2.2 If you and the other Resident wish to move into a new residence not previously occupied by either of you, the original residency agreements of both Residents will be cancelled and a New Contract will be signed by you and the other Resident. The New Contract will require payment of an entrance fee (the “New Entrance Fee”) equal to the then-prevailing entrance fee for the new residence plus the then-prevailing second occupant entrance fee. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the other Resident. The amount and payment of your Entrance Fee Refund, if any, under this Agreement will be determined pursuant to Section 9 of this Agreement. Any refund of the New Entrance Fee shall be determined by the New Contract.

16. MOVING TO A NEW RESIDENCE UPON REQUEST OF RESIDENT

16.1 You may request to move from your Residence to a different residence, which request shall be subject to approval by Watermark in its sole discretion. If the move is approved, this Agreement will be cancelled and a new residency agreement (“New Contract”) will be signed. The effective date of cancellation of this Agreement will be the New Contract’s Date of Occupancy.

16.2 If your move to a different residence is requested and approved, you will be assessed a refurbishing fee in an amount established by Watermark to cover material and labor to refurbish your Residence to its original condition. This work may include, but not be limited to, replacing carpeting, repainting of your Residence, and repairs to cabinets and wood trim.

16.3 Your New Contract will require payment of a New Entrance Fee equal to the then-prevailing entrance fee for the new residence, and will establish a new Monthly Service Fee at the then-prevailing rate for the new residence, as shall be set forth in Exhibit A of the New Contract. The amount and payment of your Entrance Fee Refund, if any, under this Agreement will be determined pursuant to Section 9 of this Agreement. Any refund of the New Entrance Fee shall be determined by the New Contract.

17. PERMANENT RESIDENCE IN A HIGHER LEVEL OF CARE

17.1 Your physician, your responsible party, or Watermark’s Medical Director may recommend to Watermark that you need to reside in a residential care area providing continuous assisted living care, memory care or long-term nursing care (such areas referred to herein as a “higher level of care”) and that you will no longer occupy your Residence. Watermark must verify this recommendation with your physician. If the recommendation is verified, you must vacate your Residence.

17.2 If you permanently move into any higher level of care located at the Community, this Agreement shall remain in effect following such relocation within the Community. If you permanently move into a higher level of care at a facility not located at the Community, then this Agreement will be cancelled, including, if this Agreement is a Life Care Agreement, termination of the Life Care Program Benefits set forth in in the Life Care Addendum to this Agreement.

17.2.1 When you become a permanent resident in any higher level of care located at the Community, your right of occupancy will transfer to your new level of care residence and Watermark may do as it wishes with your former Residence. Any refund due will be paid once you are no longer residing in any level of care at the Community and as described in Section 9 of this Agreement.

17.2.2 If this Agreement is a Traditional Agreement and you become a permanent resident in any higher level of care located at the Community, you will at that time cease paying the Monthly Service Fee and will enter into a separate, new addendum or agreement for that level of care. You will be responsible for paying the applicable prevailing monthly and/or per diem rates in the applicable level of care at the Community, except when the applicable level of care at the Community accepts either private insurance or government reimbursement such as Medicare for its services and you are eligible for reimbursement pursuant to any such private insurance or governmental reimbursement program.

18. INVOLUNTARY REMOVAL

18.1 It may be determined that your physical or mental condition, or your conduct, is such as to jeopardize your health, well-being, or the safety, peace and welfare of others. It may also be determined that you have come to require, on a permanent basis, services which Watermark does not offer at the Community. It may also be determined that you are no longer able to accomplish the activities of daily living such as dressing, bathing, eating, toileting and moving about in a safe and independent manner and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark, or you require a higher level of care than such assisted living services can provide, such as skilled nursing or hospitalization, and you have either refused or otherwise failed to obtain such higher level of care. Watermark shall make such determinations in its sole discretion. In making such determinations, Watermark may, as it deems appropriate and as applicable, consult with you, your responsible party, your physician, appropriate specialists, your legal representative, and/or representatives of your family.

18.2 If it is determined that you can no longer continue to live at the Town Center or in any higher level of care at the Community, Watermark will require you to vacate your Residence. Watermark will cooperate with you or your representative in finding a suitable health care facility, to the extent you request such assistance, but Watermark shall not be obligated to incur any expense related to such cooperation. Until you permanently vacate your Residence, you will be liable for the Monthly Service Fee during any period that you are absent from the Community.

19. DEATH OF A RESIDENT

19.1 Except for any refund that may be payable in accordance with this Agreement, Watermark will have no obligation to you or your estate under this Agreement after your death.

19.2 Two Persons. The Resident as defined under this Agreement may be two persons. The first such person who dies will no longer have any rights under this Agreement, and his estate or heirs will not have any rights under this Agreement. This Agreement will continue for the survivor as if the survivor were the only person who had signed this Agreement. If two persons who have signed this Agreement die simultaneously, or if it is impossible to determine which one survived the other, refunds that might be due will be divided equally between the estates of both persons, unless they have previously written to Watermark and given a direction for some other treatment of the refund.

19.3 Burial Arrangements. Prior to the Date of Occupancy, you must show Watermark that you have made adequate provision for burial arrangements and for the disposition of your furniture and of your other property and belongings. Watermark will accept any written instructions about these matters that may be necessary or helpful to you to carry out your wishes in the event of your death. Your estate will have thirty (30) days after your death during which all of your property and belongings must be removed from the Community. During this period, your estate will be responsible for the Monthly Service Fee. After that, Watermark has the right (but not the obligation) to remove your property and belongings, and to store or dispose of them, at its sole discretion and at the expense of your estate. Proceeds from the sale of property and belongings will be first applied to Watermark's cost of coordinating the removal, storage and disposal of the property and the balance, if any, shall be paid to your estate.

19.4 Advance Directives. If you have executed an advance directive or have designated another person as your health care agent, health care representative or attorney-in-fact, it is recommended that you provide a copy of such advance directive to Watermark, to be maintained in Watermark's files. It is also recommended that you provide any revisions or changes to your advance directive to Watermark upon the effective date of such revisions or changes. This provision will be subject to all the legal requirements that the State of Connecticut has with respect to advance directives.

20. INSPECTION/ACCESS TO YOUR RESIDENCE

20.1 Watermark and its agents, employees and contractors may enter your Residence during reasonable hours (or, in the case of an emergency, at any hour) upon such notice as is required by law or as is determined to be reasonable in order to inspect, clean, repair or alter the Residence or perform services for you as Watermark deems necessary. Watermark may require you to eliminate any unsafe or unsanitary conditions.

20.2 Non-residents of the Community other than (i) your family members and other invited guests who are not paid service providers or otherwise visiting in a commercial capacity, and (ii) Watermark and its agents, employees and contractors, including, without limitation, third-party service providers and contractors, are not authorized to enter your Residence without first registering at the Community's front desk upon each occasion of entering the Community. Watermark reserves the right to make reasonable determinations regarding admittance of such persons as circumstances may warrant.

21. SUBORDINATION

21.1 There may be mortgages and other obligations secured by the Community from time to time. Your rights under this Agreement will be subordinate to those mortgages and obligations, and to any extension, modification, renewal or replacement of those mortgages and obligations. You agree to sign any subordination agreement that Watermark may request from you. If there is a foreclosure of a mortgage or other obligation on the Community, your right to use your Residence at the Community may be at risk of termination.

21.2 Notwithstanding the foregoing, the Entrance Fee Escrow Account which holds your Entrance Fee during the Grace Period shall not be subordinated to any other loans or obligations of Watermark, and the reserve fund escrow account that Watermark has established pursuant to Connecticut law (“Reserve Fund Escrow Account”) may be subordinated only to first mortgage loans or other long-term financing obligations of Watermark. Neither the Entrance Fee Escrow Account nor the Reserve Fund Escrow Account may be pledged as collateral, invested in any building or healthcare facility of any kind, used for capital contribution or improvements or for the purchase of real estate or removed from the State of Connecticut.

22. INSURANCE POLICY - NO LIABILITY OF WATERMARK

22.1 There is a possibility that at some time you may sustain a loss or damage of your personal property in your Residence. Watermark will not be responsible for loss of or damage to your personal property, unless such loss or damage is caused by our gross negligence or the gross negligence of our employees or agents. Therefore, for your protection, you are required to purchase and maintain insurance coverage from your own insurance agent to cover your Residence with commencement of coverage on or before your Date of Occupancy, including annual renewals as necessary. This insurance will also include the appropriate coverage for any injury to another person within your Residence.

22.2 Watermark, its officers, directors, agents and employees, will not be liable to you in any way for, and you agree to indemnify, defend and hold Watermark from, claims, damages, settlements and expenses, including attorney’s fees and court costs, resulting from any loss or injury that you or others may suffer, or for any damage or theft of your property, caused by, resulting from, attributable to, or in any way connected with the negligent or intentional act or omission of you or any third person other than Watermark or Watermark’s officers, directors, agents and employees.

23. RULES, POLICIES AND GRIEVANCE PROCEDURE

The Community's rules and regulations are set forth in the Resident Handbook available at the Community. Watermark has the right to make policies and rules for the operation of the Community, and to amend them from time to time in the sole discretion of Watermark, provided, however, these policies and rules shall not modify the specific rights provided to you under this Agreement. These policies and rules may be included in the Resident Handbook and are binding upon you and must be faithfully observed by you. Additionally, the Community's Grievance Policy is set forth in the Resident Handbook.

24. PRIVATE EMPLOYEES

- 24.1** All outside caregivers, companions, aides, housekeepers, maintenance workers, sub-contractors and other personnel ("Private Employees") hired directly by you, or contracted by you through any agency, including a licensed home health agency, to render services to you at the Community shall be subject to Watermark's policies for employment of Private Employees including, without limitation, the requirements set forth in the Resident Handbook as the same may be updated from time to time pertaining to criminal background checks, proof of legal eligibility to work in the United States, appropriate professional qualifications, tuberculosis or other applicable testing, liability and worker's compensation insurance. Private Employees must wear proper attire as determined by Watermark and must register at the front desk upon each arrival at the Community.
- 24.2** You acknowledge that Watermark is not, and will not be, responsible for (i) the quality or quantity of any services rendered by Private Employees to you; (ii) claims made for breach of any obligation by you to provide compensation, workers' compensation or other insurance; and (iii) claims related to the breach of any statutory or regulatory obligations respecting employment and the withholding and payment of income taxes. The provisions of this limitation of responsibility, including this paragraph, shall apply even if the Private Employees are employees of Watermark, its affiliates or its related parties, who are providing such services on their own time.
- 24.3** You acknowledge that this limitation of responsibility is given for the express benefit of Watermark, its affiliates and its related parties, and the officers, directors, employees, agents, and representatives of Watermark, its affiliates or its related parties, each of whom shall be indemnified pursuant to this Section.

25. ACCESS TO YOUR HEALTH INFORMATION

For purposes of determining your qualification for admission at the Town Center and your eligibility to remain in residence at the Town Center, you hereby consent that your pertinent health and wellness records will be furnished if and when requested by Watermark. You further consent that your attending physician or other health care provider shall furnish any additional information

concerning your health or physical condition requested by Watermark. Watermark will keep all such records confidential unless disclosure of such records is required by law. When requesting access to your health information, Watermark shall comply with the Health Insurance Portability and Accountability Act (HIPAA), which regulations are codified at 45 C.F.R. Parts 160, 162 and 164, as such regulations may be amended from time to time, including without limitation, obtaining a HIPAA authorization from you, which you agree to sign, prior to accessing your health information.

26. COMPLIANCE

You will be afforded all rights and privileges under Conn. Gen. Stat. § 17b-520 et seq., which governs continuing care facilities, and all other applicable laws. The Community will comply with all municipal, state and federal laws and regulations including those related to consumer protection and protection from financial exploitation.

27. TIME OF THE ESSENCE

Time is of the essence with respect to the provisions of this Agreement.

28. NOTICES

All notices provided for in this Agreement shall be in writing and hand-delivered or mailed by registered or certified mail, postage prepaid or by express mail or recognized overnight courier, to the addresses listed below. Either party may change their address for notice purposes by providing notice to the other party of such change.

To the **RESIDENT**:

Prior to move-in to the Community:

To the address shown on the signature page of this Agreement.

Following move-in to the Community:

To the Residence identified in Exhibit A.

To **WATERMARK**:

CT Watermark East Hill, LLC
c/o Executive Director
The Watermark at East Hill
611 East Hill Road
Southbury, CT 06488

29. THE ENTIRE AGREEMENT

This Agreement is the only contract between you and Watermark. It replaces any written or verbal agreements or contracts that you may have had before. You agree that neither Watermark nor any representative of Watermark made any promise to you to induce you to sign this Agreement.

30. DISCLOSURE STATEMENT AND RESIDENT HANDBOOK

You acknowledge that you received a Disclosure Statement and the Resident Handbook not more than sixty (60) days and not less than ten (10) days before the date of signing this Agreement.

31. VALIDITY

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted in such case.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

By signing this Agreement, you agree to all the terms that are contained in it.

[Signatures on the next page]

CT WATERMARK EAST HILL, LLC

By:

Its Authorized Agent
Samantha Nook, Executive Director

Date

RESIDENT(S)

[Click to type Resident Name\(s\)](#)

Resident's Printed Name

[Click to type Resident Name\(s\)](#)

Second Resident's Printed Name

Resident's Signature

Second Resident's Signature

Date

Date

[Click to type Street Address](#)

Street Address

[Click to type Street Address](#)

Street Address

[Click to type City/State/Zip](#)

City/State/Zip

[Click to type City/State/Zip](#)

City/State/Zip

[Click to type Phone Number](#)

Telephone Number

[Click to type Phone Number](#)

Telephone Number



The Watermark at East Hill
Residency Agreement – Exhibit A
Schedule of Certain Contract Terms

Date this Exhibit is being prepared/updated: [Click to select date](#)

Resident Name(s): [Click to type Resident Name\(s\)](#)

Resident’s notice address prior to move-in: [Click to type Prior Street Address](#)

Watermark at East Hill Apartment: [Click to type Apartment #](#)

Date of Occupancy: [Click to select date](#)

Select Contract Type: **Traditional Contract** **Life Care Contract**

Note if different for Second Occupant: _____

Select Refund Plan: **Declining Refund** **80% Refund**

One-Time Fees	\$
Entrance Fee – First Resident:	
Entrance Fee – Second Resident:	
Less: Credit for Down Payment: (Date Paid: Click to enter date.)	
Other:	
Other:	
Total Amount Due:	\$

Monthly Fees	\$
Monthly Service Fee	
Second Person Monthly Service Fee	
Garage Parking	
ALSA Services	
Other:	
Other:	
Total Monthly Fees:	\$



The Watermark at East Hill
Residency Agreement – Exhibit A
Schedule of Certain Contract Terms

Additional Information

The Community may increase or decrease the Monthly Service Fee from time to time in its sole discretion; provided, however, the Community will give Resident a thirty (30) day advance written notice of any such change. The monthly services and fees referenced herein may change from time to time based on Resident’s needs and selections. The Community may add, delete and/or modify the services offered by the Community and associated fees from time to time in its sole discretion.

Meals

The meals included in your Monthly Service Fee as referenced in Section 5.2.1 of the Residency Agreement generally include morning continental breakfast every day, plus your choice of lunch or dinner each day. Meals will be served at a location(s) set forth in the Resident Handbook as the same may be amended from time to time.

Late Payment Fees

Payment of the Monthly Service Fee and other applicable charges, if any, is due on the first (1st) day of the month. There is a grace period until the tenth (10th) day of the month. Failure to pay the Monthly Service Fee and/or other fees and charges owing on Resident’s account by the tenth (10th) day of the month shall be deemed a default of the Agreement. For any month in which such fees and charges are not paid in full by the tenth (10th) day after the same are due, a late fee of \$150.00 (or such maximum lesser amount permitted under applicable law) (the “Late Fee”) shall be assessed and all outstanding sums payable by Resident under this Agreement shall bear interest at the lesser of (i) a rate of one and one half percent (1.5%) per month or (ii) the maximum rate allowable under applicable law (the “Default Interest”) from the due date until the date they are paid in full. If Resident’s check fails to clear for payment, a fifty dollar (\$50.00) cancelled check fee will be assessed. If Resident has authorized payments to be made via automatic recurring ACH processing, payment will be processed on a routine monthly schedule as determined by Watermark.

Resident Signature: _____ Date: ____/____/____

Resident Signature: _____ Date: ____/____/____



The Watermark at East Hill
Residency Agreement - Exhibit B
Schedule of Additional Fees and Charges

Administration

Item or Service	Charge
Guest Suite nightly rate:	\$150.00
Faxes, sending and receiving:	\$1.50 per page (domestic only)
Copies	\$0.20 per page
Typing	\$2.50 per page
Postage	At cost
Overnight Packages: FedEx, UPS,	At cost
Long Term Care Insurance Assistance	\$50.00 initial start-up claim; \$40.00 monthly maintenance fee.
Cancelled check; ACH decline	\$50.00 per occurrence
Beauty/Barber services	As posted
Admission to off-site events/outings	Prices vary – see calendar
Parking fines for 3 rd -party private duty caregivers parking in designated visitor or resident spaces	\$50.00 per day, billed directly to resident employing the private duty caregiver
Pet Fee (two pet limit)	One-time fee \$750 for 1 st pet; \$500 for 2 nd pet, non-refundable
Pet clean-up	\$25.00 per incident



The Watermark at East Hill
Residency Agreement - Exhibit B
Schedule of Additional Fees and Charges

Plant Operations and Maintenance

Item or Service	Charge
Additional basic maintenance services	\$50.00 per hour (15 minute minimum) per associate (Note: Work caused by failure of building systems/equipment incurs no charge.)
Moving furniture	\$50.00 per hour (15 minute minimum), per associate
Replacement keys	\$20.00 per key
Palatium Care Pendants	Each resident is provided with one pendant free of charge. \$200 replacement charge for lost pendants.

Housekeeping And Laundry

Item or Service	Charge
Additional basic housekeeping services	\$40.00 per hour, 30 minute minimum
Additional trash/newspaper pickup	\$10.00 per pickup
Additional specific housekeeping services, including: mattress turning, bed making, dish washing, carpet cleaning/extraction	\$45.00 per hour, 30 minute minimum
Personal laundry: wash, dry and fold:	
- Half Load (1-15 items)	- \$10.00 per load
- Full Load (15-20 items)	- \$15.00 per load
- Bedspreads, Blankets, Comforters	- \$20.00 each
- Mattress Covers, Electric Blankets	- \$10.00 each
Press and iron, personal:	
- Pants, Shirts, Skirts	- \$10.00 each
- Dresses	- \$10.00 each



The Watermark at East Hill
Residency Agreement - Exhibit B
Schedule of Additional Fees and Charges

Dining Services

Item or Service	Charge
Guest meals and Resident additional meals in The Town Center	\$25.00
Guest meals in The Lodge, The Inn, The Villa, and The Springs	Breakfast \$10.00 Lunch \$16.00 Dinner \$25.00
Children’s Meals (under age 12)	\$12.50
Meal Tray/Room Service	
- in The Town Center	\$8.00 per delivery
- In The Inn, The Lodge, The Villa, and The Springs	\$5.00 per delivery
W Lounge food and beverages	Per menu
The Mark – Specialty Items	Per menu
Parties or Special Events	Per individual price quotation



The Watermark at East Hill
Residency Agreement - Exhibit B
Schedule of Additional Fees and Charges

Parking and Transportation

Item or Service	Charge
Garage Parking – assigned space	\$55.00 per month
Transportation to and from medical appointments within Local Area (as defined by Executive Director):	Complimentary if reservation made 48 hours in advance. \$15.00 charge for shorter notice.
Transportation to and from medical appointments escorted by a Certified Nursing Assistant (CNA):	
- within Local Area	
- outside Local Area	\$40.00 per hour, plus \$0.75 per mile
Mileage for transportation outside of Local Area (applies to all vehicle mileage to and from the destination)	- \$0.75 per mile
Transportation to the following Airports:	
Bradley Airport	- \$110.00
LaGuardia Airport	- \$160.00
JFK Airport	- \$180.00
Tweed Airport (New Haven)	- \$50.00
White Plains/Westchester Airport	- \$110.00
	(plus tolls in all cases)
<p>Late Cancellation Fee: There is a \$25.00 per occurrence cancellation fee if notice of cancellation is not provided prior to 3:00 pm on the day preceding the reserved private transportation, <u>except</u> trips to medical appointments that are cancelled by the medical provider.</p>	



The Watermark at East Hill
Residency Agreement - Exhibit B
Schedule of Additional Fees and Charges

Assisted Living (ALSA) Services in The Inn, The Lodge, and The Villa

Residents residing in The Inn and The Lodge (Assisted Living) and The Villa (Memory Care) are entitled to a level of assisted living services included in their base monthly service fee. Incremental assisted living services are available to each Inn, Lodge and Villa resident based on her or his personal needs. Assisted living services in The Inn, The Lodge and The Villa are generally provided under a Care Plan that is established for each resident based on an individualized health care assessment and in appropriate consultation with the resident and family. Care Plans include an assigned number of points and may incur additional monthly charges as outlined below. Additionally, assisted living services are available to residents residing in The Town Center (Independent Living) based on time-increment charges as outlined below.

The Inn and The Lodge (Assisted Living)

- Up to 1,368 Care Plan Points are included at no additional charge.
- Care Plan Points above 1,368 incur an additional charge of \$0.60 per point per month.

The Villa (Memory Care)

- Up to 2,736 Care Plan Points are included at no additional charge.
- Care Plan Points above 2,736 incur an additional charge of \$0.60 per point per month.



The Watermark at East Hill
Residency Agreement - Exhibit B
Schedule of Additional Fees and Charges

Nursing Visits / Care Services in The Town Center

Services provided by nursing and dietician professionals not falling under the auspices of an established points-based Care Plan for any reason will incur the following additional time-based charges. Charges apply regardless of service location (e.g., in the nursing office, resident’s apartment, or elsewhere), and time charged includes nursing staff’s reasonable transit time to/from visits outside of the nursing office. Minimum time charged per visit is 15 minutes.

Registered Nurse (RN)	\$35.00 per 15 minutes
Licensed Practical Nurse (LPN)	\$25.00 per 15 minutes
Certified Nurse Assistant (CNA)	\$15.00 per 15 minutes
Registered Dietician	\$25.00 per 15 minutes
Service Coordinator	\$30.00 per 15 minutes

Private Duty and Companion Services

Private Duty and companion services, which are separate and distinct from assisted living (ALSA) services referred to above and are not based on a health care assessment, are available to residents. Home care and companion services require advance scheduling, are generally scheduled monthly in advance, and are provided in minimum increments of two hours at the rate of \$28.00 per hour (\$38.00 per hour for holidays, weekend, and emergency situations). Due to the advance scheduling of associates providing home care and companion services, cancellations with less than 48-hour notice incur a \$50 late cancellation fee.

Additionally, residents requiring accompaniment when traversing from one area of the community to another (for example, for a resident of The Inn or The Lodge attending dinner in The Town Center main dining room) may arrange for associate escort with reasonable advance notice at a charge of \$10 per one-way transit or \$15 per two-way transit.

As a resident of a Managed Residential Community, you have the right to:

- Live in a clean, safe and habitable private residence;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality, and the need for privacy;
- Privacy within your private residential unit, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your private residential unit 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;
- Treat your residential unit as your home and have no fewer rights than any other resident of the state, including but not limited to, (A) associating and communicating privately with persons of your choice, (B) purchasing and using technology of your choice, including, but not limited to, technology that may facilitate virtual visitation with family and other persons, provided operation and use of such technology shall not violate any individual's right to privacy under state or federal law, and (C) engaging in other private communications, including receiving and sending unopened correspondence and telephone access;
- Freedom to participate in and benefit from Community services and activities so as to achieve the highest 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 residential unit, or in such other space in the Community as may be made available to residents for such purposes;
- Manage your own financial affairs;

- Exercise civil and religious liberties;
- Upon request, obtain the names of the service coordinator or anyone else responsible for resident care or coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;
- Have all reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility, or educational institution to the extent that such relationship relates to resident medical care or treatment, and to receive an explanation about the relationship;
- Receive a copy of any rules and regulations of the Community;
- Privacy when receiving medical treatment or other services within the Community's capacity;
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community;
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 *et seq.*, and if you are renting an apartment, all rights and privileges afforded tenants under Title 47a of the Connecticut General Statutes; and
- Present grievances and recommend changes in policies, procedures and services to us, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from us, including access to representatives of the Department of Public Health at:



The Watermark at East Hill
Residency Agreement – Exhibit C
Residents' Bill of Rights

Facility Licensing and Investigations Section
Connecticut Department of Public Health
410 Capitol Ave., MS# 12 HSR
Hartford, CT 06134-0308
Phone: (860) 509-7400
Fax: (860) 730-8390
Email: dph.fliscomplaint@ct.gov
<https://dphflisevents.ct.gov/Complaints>

or the Office of the Long-Term Care Ombudsman at:

Mairead Painter
Connecticut Long-Term Care Ombudsman Program
55 Farmington Avenue
Hartford, Connecticut 06105-3730
Phone: (860) 424-5200
Toll Free In-State: (866) 388-1888
Fax: (860) 424-4966
E-mail: ltcop@ct.gov

Tasha Erskine-Jackson
North Western Regional Ombudsman
Telephone: 860-597-4181
Fax: (860) 424-4808
E-mail: tasha.erskine@ct.gov

Watermark hopes that any complaints or concerns that you have can be resolved by our associates in concert with The Community's Grievance Policy which is described in the Resident Handbook.



The Watermark at East Hill
Residency Agreement – Exhibit C
Residents' Bill of Rights

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS RESIDENTS' BILL OF RIGHTS AND THAT IT HAS BEEN EXPLAINED TO ME.

Resident's Signature

Second Resident's Signature

Date

Date

If signed by someone other than Resident:

Print Name

Signature

Relationship to Resident

Date



THE WATERMARK
AT EAST HILL

Disclosure Statement
Exhibit B
Life Care Addendum

LIFE CARE ADDENDUM TO RESIDENCY AGREEMENT

THIS LIFE CARE ADDENDUM to Residency Agreement (“Life Care Addendum”) is made and entered on **Click to select date** (the "Effective Date") by and between: **CT Watermark East Hill, LLC** (“Watermark”), a Delaware limited liability company, and **Click to type Resident Name(s)** (“Resident” or “Residents”). (If more than one person enters into this Life Care Addendum, the word "you" as used herein shall include both persons unless otherwise stated.)

RECITALS

WHEREAS, Watermark and Resident entered into that certain Residency Agreement, also known as a Continuing Care Contract, of even date herewith (the “Agreement”);

WHEREAS, Watermark and Resident intend for the Agreement to be a Life Care Contract and as such provide the Resident with certain benefits (the “Life Care Program Benefits”); and

WHEREAS, Watermark and Resident wish to enter into this Life Care Addendum in furtherance of their intentions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Watermark and the Resident agree to the following terms and conditions:

1. Terms.

- 1.1 The Agreement, together with this Life Care Addendum, are together referred to herein as the “Life Care Contract.”
- 1.2 Any capitalized terms used in this Life Care Addendum and not defined herein shall be as otherwise set forth and defined in the Agreement.
- 1.3 The words “**you**” and “**your**” as used herein refer to the Resident named in the introduction of this Life Care Addendum, and if more than one person is named in the introduction of this Life Care Addendum, the word “**you**” and “**your**” as used herein shall include both persons unless otherwise stated.

2. Health Care Benefit.

- 2.1 As a party to a Life Care Contract at the Community, you will be eligible, as of the date set forth in Section 3.1 below and commencing upon written order of Watermark’s Medical Director or your primary physician, to transfer permanently to a Standard Accommodation, as defined below, in the designated higher level of care area within the Community. As of the date hereof such areas include “The Lodge” (assisted living), “The Inn” (assisted living), “The Villa” (memory care), and “The Springs” (skilled nursing), which are all a part of the continuum of care located at the Community and these areas are collectively referred to as the “Health Center.”

Resident Initials: _____

- 2.2 This benefit (the “Health Care Benefit”) is subject to certain conditions and limitations as described in this Section 3 of this Life Care Addendum.
- 2.3 The Health Care Benefit will not apply to temporary stays in the Health Center while you still retain occupancy rights on your Residence in the Town Center. For such temporary stays, you will be charged the prevailing private payment daily rate for the applicable level of care. Notwithstanding the foregoing, if such temporary stay is eligible for coverage by Medicare or other insurance accepted by Watermark, applicable third-party payment will be processed and you agree to pay any additional charges not covered by Medicare or such other insurance. The Health Care Benefit will not apply to assisted living/ALSA services you receive while residing in The Town Center.

3. Benefit Contingencies.

The Health Care Benefit is contingent upon the following:

- 3.1 Eligibility for the Health Care Benefit begins on the later to occur of (i) your Date of Occupancy, or (ii) the date you paid your Entrance Fee Balance.
- 3.2 The Health Care Benefit shall commence when you permanently move out of your Residence and become a permanent resident at The Lodge, The Inn, The Villa, or The Springs as described in Section 17 of the Agreement.
- 3.3 The Health Care Benefit applies to transfers to the following accommodations: (i) in The Lodge, a one bedroom standard apartment, or a single bedroom ‘companion-living’ accommodation in a two bedroom deluxe or two bedroom combo apartment, (ii) in The Inn, a studio apartment, (iii) in The Villa, a studio apartment (subject to clause 3.6 below), or (iv) in the Springs, a bed in a semi-private room. The foregoing accommodations each individually qualify as a “Standard Accommodation.” A semi-private room will be considered a Standard Accommodation if Section 3.4 is applicable.
- 3.4 If accommodation is not available in The Lodge, The Inn, The Villa or The Springs, you will be eligible to be admitted temporarily to a comparable facility at Watermark’s discretion and will be put on a priority list for the appropriate level of care at the Community. If you choose not to return to Watermark at the time the accommodation becomes available, this Life Care Contract will be cancelled and the Health Care Benefit will terminate.
- 3.5 Upon transfer to The Lodge, The Inn, The Villa or The Springs, you agree to sign a separate addendum pertaining to occupancy in The Lodge, The Inn, The Villa, or Springs, as applicable (the “Level-of-Care Addendum”) which shall be an addendum to this Life Care Contract.

Resident Initials: _____

- 3.6 If you permanently move to The Villa under the Health Care Benefit, you will be charged a “Villa Premium” in respect of The Villa’s unique and specialized services and programming. The Villa Premium is a monthly fee that will be added to your other monthly fees and charges. Exhibit B includes the currently prevailing amount of the Villa Premium, which amount is subject to periodic modification by Watermark upon not less than 30 days’ advance written notice.

4. Financial Considerations.

- 4.1 If you transfer permanently to a Standard Accommodation in the Health Center, you shall continue to be responsible for payment of the Monthly Service Fee (including Second Person Monthly Service Fee) and applicable charges on your Exhibit B schedule of services then in effect, and shall also be responsible (without duplication) for the following:

4.1.1 “Meal and Miscellaneous Charge,” which goes toward the incremental costs of providing three meals per day, as well as referral services, wellness education, dietician services, daily housekeeping, social services, and laundry services. The charge for this service in effect as of the Effective Date is outlined in Exhibit B. Watermark may increase such charge and revise Exhibit B from time to time by providing residents of the Community thirty (30) days prior written notice thereof.

4.1.2 Payment for any and all additional required or requested medical and related services (“Non-covered Costs”), which are not covered by the Monthly Service Fee, including, but not limited to, the following:

- (i) Personal physician services, dental care, physical and occupational therapy, special nurses, hospice services, non-house medical supplies, durable medical equipment and drugs and medication;
- (ii) Any and all costs related to emergency and/or hospital care, including, but not limited to, emergency physicians, paramedic, ambulance, etc;
- (iii) Any and all costs related to additional services or supplies provided at your request;
- (iv) Home care services, as needed or requested by you. You have the option to select a home health care agency of your choice, or, if appropriate, the licensed assisted living services agency (“ALSA”) located at the Community; and
- (v) Additional charges for occupancy in a non-Standard Accommodation, when at your request.

Resident Initials: _____

4.1.3 Payment of any and all points-based care charges for additional and/or incremental assisted living services, in any, pursuant to your Care Plan in The Town Center, The Inn and/or The Gardens, as set forth in Exhibit B.

- (i) If you require assisted living services, Watermark will develop a Care Plan for you and consult with you and your family and/or responsible party, as applicable, regarding your Care Plan, and your Care Plan will be subject to your or your responsible party's signature. Your Care Plan will include an assigned number of points reflecting the designated level of assisted living services to be provided to you under your Care Plan. If such assigned number of points exceeds certain thresholds, per-point monthly charges will apply as set forth in Exhibit B.
- (ii) Watermark will update your Care Plan periodically and/or as necessary to reflect changes in your care needs, in consultation with you, your family and/or responsible party, as applicable, and such updates will be subject to your or your responsible party's signature. Any resulting change in points-based monthly charges will become effective upon implementation of such revised Care Plan.
- (iii) The current monthly points-based charges in effect as of the Effective Date are outlined in Exhibit B. Watermark may increase such charges and revise Exhibit B from time to time by providing residents of the Community thirty (30) days prior written notice thereof;
- (iv) Watermark may modify the points-based program for assisted living services and payment for such services described in Exhibit B, and may introduce new programs in substitution therefor, at any time by providing residents of the Community thirty (30) days prior written notice thereof.

4.1.4 Additional Non-covered Costs that Watermark may from time to time identify, whether of a medical/health nature or otherwise, for which you will be financially responsible. Watermark will notify you in writing at least thirty (30) days in advance of any such additional Non-covered Cost becoming effective.

4.2 Watermark may receive (either directly or by payment by you if you receive the payment) any applicable payments made under Medicare or any other health insurance plan. You will be required to pay for any health services not covered by this Life Care Addendum, by Medicare or by other insurance.

4.3 If your Residence is occupied by two persons, and one of you permanently transfers to The Lodge, The Inn, The Villa or The Springs, the non-transferring Resident remaining in the Residence must continue to pay the Monthly Service Fee for single occupancy and the permanently transferring Resident must continue to pay the Second Person Monthly Service Fee.

Resident Initials: _____

5. Ratification of Agreement.

Except as specifically modified by this Life Care Addendum, the Agreement shall be and remain in full force and effect and is hereby ratified by the parties. To the extent that this Life Care Addendum conflicts with any of the provisions of the Agreement, this Life Care Addendum shall control and supersede the Agreement with respect to the subject matter hereof.

6. Governing Law.

This Life Care Addendum shall be governed by and construed in accordance with the laws of the State of Connecticut.

7. Entire Agreement.

The Agreement and this Life Care Addendum contain all of the terms and conditions agreed upon by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written not expressly set forth herein, are of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Life Care Addendum as of the date first above written.

CT WATERMARK EAST HILL, LLC

By: _____
Authorized Agent
Samantha Nook, Executive Director

RESIDENT(S)

Click to type Resident Name(s)

Resident's Printed Name

Resident's Signature

Date

Click to type Resident Name(s)

Second Resident's Printed Name

Second Resident's Signature

Date

Resident Initials: _____



Disclosure Statement
Exhibit C
Financial Statements

Statement begins on next page.

CT Watermark East Hill, LLC

Financial Report
December 31, 2023

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RSM US LLP

Independent Auditor's Report

Member
CT Watermark East Hill, LLC

Opinion

We have audited the financial statements of CT Watermark East Hill, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, the related statements of operations and member's deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 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 financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 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 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 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 the Company'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

RSM US LLP

Phoenix, Arizona
April 2, 2024

CT Watermark East Hill, LLC

Balance Sheets

December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash	\$ 994,518	\$ 439,850
Accounts receivable, net	542,040	612,951
Employee retention credit receivable	-	751,767
Entrance fee receivable	851,600	246,300
Prepaid expenses and other current assets	280,194	335,106
Total current assets	2,668,352	2,385,974
Property and equipment:		
Leasehold interest in property and equipment	33,737,366	33,767,972
Land improvements	714,830	687,665
Building improvements	6,005,287	5,129,678
Furniture, fixtures and equipment	2,017,957	1,426,359
Vehicles	109,194	109,194
Construction in progress	137,167	459,685
Total property and equipment	42,721,801	41,580,553
Less accumulated depreciation and amortization	(19,295,370)	(15,998,418)
Total property and equipment, net	23,426,431	25,582,135
Restricted cash	2,019,105	1,958,907
Entry fee intangible, less accumulated amortization of \$18,895,669 in 2023 and \$16,403,933 in 2022	1,038,224	3,529,959
Due from parent	839,994	3,235,222
Other assets	4,925	4,925
Total assets	\$ 29,997,031	\$ 36,697,122

(Continued)

CT Watermark East Hill, LLC

**Balance Sheets (Continued)
December 31, 2023 and 2022**

	2023	2022
Liabilities and Member's Deficit		
Current liabilities:		
Accounts payable and accrued expenses	\$ 1,250,998	\$ 1,547,162
Payable to related party	19,743	57,167
Security and refundable deposits	106,950	53,750
Accrued Interest	5,603	-
Installment loan payable	133,027	116,686
Deferred revenue	46,934	60,033
Current portion finance lease obligations	1,472,314	1,295,269
Total current liabilities	3,035,569	3,130,067
Line of credit	475,000	-
Refundable entrance fees	23,376,348	22,102,575
Unearned nonrefundable entrance fees	8,883,866	8,795,968
Finance lease obligations, less current portion	28,452,534	29,693,122
Total liabilities	64,223,317	63,721,732
Member's deficit	(34,226,286)	(27,024,610)
Total liabilities and member's deficit	\$ 29,997,031	\$ 36,697,122

See notes to financial statements.

CT Watermark East Hill, LLC

Statements of Operations and Member's Deficit
Years Ended December 31, 2023 and 2022

	2023	2022
Operating revenue:		
Healthcare revenue	\$ 3,585,698	\$ 4,981,245
Resident fees	10,339,479	9,843,978
Amortization of entrance fees	1,813,301	1,816,564
Other operating revenue	277,448	876,159
Total operating revenue	16,015,926	17,517,946
Operating expenses:		
Wages and benefits	8,095,295	7,233,002
Depreciation and amortization	3,296,952	3,347,570
Amortization of entrance fee intangible	2,491,735	2,491,737
Ancillary/therapy expenses	740,463	864,991
General and administrative	271,707	381,879
Provision for bad debts	93,855	210,011
Food	705,441	619,165
Supplies	202,750	295,199
Utilities	921,361	973,947
Insurance	349,005	311,511
Taxes and licenses fees	273,120	420,503
Repairs and maintenance	775,657	637,274
Lease expense	146,119	152,809
Management fees	851,647	931,236
Occupancy costs	181,058	221,421
Professional services	2,131,922	2,058,325
Total operating expenses	21,528,087	21,150,580
Loss from operations	(5,512,161)	(3,632,634)
Other (expense) income:		
Interest expense	(1,756,371)	(1,770,058)
Interest income	66,856	25,702
Total other expense	(1,689,515)	(1,744,356)
Net loss	(7,201,676)	(5,376,990)
Member's deficit, beginning of year	(27,024,610)	(21,647,620)
Member's deficit, end of year	\$ (34,226,286)	\$ (27,024,610)

See notes to financial statements.

CT Watermark East Hill, LLC

Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	\$ (7,201,676)	\$ (5,376,990)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,296,952	3,347,570
Amortization of entrance fee intangible	2,491,735	2,491,737
Amortization of entrance fees	(1,813,301)	(1,816,564)
Provision for bad debts	93,855	210,011
Changes in operating assets and liabilities:		
Accounts receivable	(22,944)	236,927
Employee retention credit receivable	751,767	(751,767)
Prepaid expenses and other current assets	54,912	(148,826)
Accounts payable and accrued expenses	(296,164)	25,533
Deferred revenue	(13,099)	54,966
Payable to related party	(37,424)	(2,789)
Security and refundable deposits	53,200	(122,625)
Accrued Interest	5,603	-
Net cash used in operating activities	(2,636,584)	(1,852,817)
Cash flows from investing activities:		
Investment in property and equipment	(1,141,248)	(2,095,475)
Repayments of advances to parent	2,395,228	368,950
Net cash provided by (used in) investing activities	1,253,980	(1,726,525)
Cash flows from financing activities:		
Net borrowings on line of credit	475,000	-
Proceeds of facility improvement funds	268,534	756,849
Payment on finance lease obligations	(1,332,077)	(1,191,899)
Finance installment loan	235,302	223,607
Payment on installment loan	(218,961)	(162,100)
Entrance fees received	3,942,200	5,138,086
Refunds of entrance fees	(1,372,528)	(2,215,241)
Net cash provided by financing activities	1,997,470	2,549,302
Net change in cash and restricted cash	614,866	(1,030,040)
Cash and restricted cash, beginning of year	2,398,757	3,428,797
Cash and restricted cash, end of year	\$ 3,013,623	\$ 2,398,757
Reconciliation of cash and restricted cash:		
Cash	\$ 994,518	\$ 439,850
Restricted cash	2,019,105	1,958,907
Cash and restricted cash	\$ 3,013,623	\$ 2,398,757

See notes to financial statements.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 1. Nature of Business

CT Watermark East Hill, LLC (the Company or Community) was organized in November 2015 under the laws of Delaware and commenced operations in June 2016. The Company operates a continuing care retirement community (CCRC) offering independent and assisted living, memory care, skilled nursing and rehabilitation for the elderly located in Southbury, Connecticut through a lease agreement (see Note 5). The Company is wholly owned by CT Watermark Operator, LLC (the member).

Note 2. Summary of Significant Accounting Policies

Basis of accounting and presentation: The financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of estimates: The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash: Cash consists of demand deposit accounts at financial institutions. Throughout the year, the Company may have cash balances in excess of federally insured amounts on deposit with various financial institutions; however, management does not believe it is exposed to any significant credit risk on cash.

Accounts receivable: Resident fee and lease revenue for recurring and routine monthly services is generally billed monthly in advance. Healthcare services and other operating revenues are generally billed in arrears. Payment terms for self-pay residents generally require payment within 30 days. Payment terms for third-party payors are based on the terms of the payor contract. As the Company's accounts receivable have an original term of less than one year, the Company does not consider the time value of money in valuing accounts receivable.

The Company considers the effects of resident credit risk for residents entering its independent and assisted living facilities and considers the impact of government programs on credit risk for residents entering its long-term care facility. Accordingly, accounts receivable are stated net of an allowance for expected credit losses. The Company provides an allowance for expected credit losses on its outstanding receivables balance based on its collection history and an estimate of uncollectible accounts. Generally, accounts receivable are considered to be past due after 30 days. Accounts receivable are written off when deemed uncollectible on a specific-identification basis.

Adopted Accounting Pronouncement: In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized costs (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The ASU requires that credit losses on available-for-sale debt securities be presented as an allowance rather than as a direct writedown. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statement of operations as the amounts expected to be collected change. The Company adopted the new guidance without significant impact.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Prepaid expenses and other current assets: Prepaid expenses and other current assets include inventories, which are valued at the lower of cost or net realizable value. Inventories mainly consist of food, glassware, dishware, utensils and linens.

Property and equipment: Property and equipment not under financing leases are recorded at cost. Maintenance and repairs are charged to expense as incurred. Amortization expense on financing leases is included with depreciation expense. Leasehold improvements are amortized over the shorter of the economic life or the lease term. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the related assets or lease period as follows:

	<u>Years</u>
Leasehold interest in property and equipment	5-15
Land improvements	10
Building improvements	5-15
Furniture, fixtures and equipment	5-7
Vehicles	6

Depreciation and amortization expense was \$3,296,952 and \$3,347,570 for the years ended December 31, 2023 and 2022, respectively.

Construction in progress includes project costs related to the construction of capital improvements and renovations at the Community. These costs are allocated to the appropriate fixed-asset accounts upon the completion of the construction.

Restricted cash: Restricted cash consists primarily of funds required by state regulations for CCRCs. The statutory reserve requirement, which is required to be established per the Connecticut CCRC regulations, equals six months of lease payments (financing component) and one month of operational expenses (expense component) related to the Community. In October 2020, the state formally approved the member's request to accept the security deposit maintained with its lessor to satisfy the financing component requirement. Management calculated the Company's statutory reserve requirement under Connecticut's CCRC regulations to equal approximately \$2,827,000 and \$2,743,000 at December 31, 2023 and 2022, respectively. The Company has \$1,249,798 and \$1,190,321 in an escrow account at December 31, 2023 and 2022, respectively, to satisfy the expense component of this regulation. Separately, the deposits held with the lessor (see Note 5) were sufficient to meet the financing component. The Company's allocated share of such deposits is \$1,698,582 of which \$705,183 is included in the Company's restricted cash at both December 31, 2023 and 2022, respectively. The remaining amount is reflected in the financial statements of the parent.

The Company is also required to maintain an escrow account for prospective residents equal to 10% of the total amounts due upon execution of a continuing care contract, to reserve a unit and be placed on the waiting list. The deposit is held in escrow and is refundable, as defined in the residency agreement, during the resident's 30-day right of rescission period or until occupancy, at which time it becomes nonrefundable. The Company has \$64,125 and \$63,404 in escrow included in restricted cash at December 31, 2023 and 2022, respectively, to meet this requirement.

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Entry fee intangible: Entry fee intangible represents the value of contracts in place at acquisition of \$19,933,893. The value of entry fee intangibles is amortized to expense over the actuarially determined estimated life expectancies of the residents under the respective entry fee agreements, while the amortization of nonrefundable entrance fees is recorded to operating revenue. For each of the years ended December 31, 2023 and 2022, approximately \$2,491,700 has been amortized for entry fee intangibles and is included in amortization expense in the accompanying statements of operations and member's deficit.

Unearned and refundable entrance fees: The Company provides housing to senior residents under a residency agreement that provides the resident with the right to live in a specific independent living unit as long as the resident's health and other circumstances allows them to live independently. The resident pays a one-time entrance fee that is either not refundable or partially refundable, and a monthly service fee. Independent living residents may alternatively enter into a rental residency agreement whereby the resident does not pay an entrance fee but pays a higher monthly rent. The contracts vary and can range from 0% to 80% refundable. Refunds are due upon termination of the contract and upon re-occupancy in accordance with terms specific to individual contracts.

Refundable entrance fees are recorded as a liability. The remainder of the entrance fee, including the amount subject to a declining balance that becomes nonrefundable over time, are recorded by the Company as unearned nonrefundable entrance fees.

The Company records a receivable for entrance fees when a payment agreement is entered into with a resident. There were entry fees receivable of \$851,600 and \$246,300 at December 31, 2023 and 2022, respectively.

In conjunction with the acquisition in 2016, the Company assumed entrance fee liabilities. The fair value of the liability was determined to be the face value of the amount that was refundable to residents at the date of acquisition as the actual payment date is unknown. These liabilities are included as refundable entrance fees in the accompanying balance sheets. The Company expects the source of repayment of refundable entrance fees to come from entrance fees received from the re-occupancy of the unit.

Obligation to provide future services: The Company operates a CCRC and is therefore obligated to provide services and the use of facilities to the residents over their remaining lives based on the terms of the continuing care contract agreements (the Care Agreements). When the present value of estimated costs to be incurred under the Care Agreements exceeds the present value of the estimated related revenues, such excess is accrued. Management reviewed facts and circumstances as of year-end and concluded that under the terms of the Care Agreements in place, the unearned revenue exceeds costs of future services to be provided. Accordingly, there is no liability as of December 31, 2023 or 2022.

Deferred revenue: Deferred revenue consists of resident-funded renovations and is amortized over the life of the related renovations.

Revenue recognition and deferred revenue: The Company follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606 Revenue from Contract with Customers for revenue recognition. The five-step model defined by Topic 606 requires the Company to: (1) identify the contracts with customer, (2) identify the performance obligations under those contracts, (3) determine the transaction prices of those contracts, (4) allocate the transaction price to the performance obligations in those contracts and (5) recognize revenue when each performance obligation under those contracts is satisfied. Revenue is recognized when promised goods or services are transferred to the residents in an amount that reflects the consideration expected in exchange for those goods or services.

Note 2. Summary of Significant Accounting Policies (Continued)

Resident fees: Revenue from monthly services fees under the residency agreements is reported at the amount that reflects the consideration to which the Company expects to be entitled for services provided as specified in the agreements. These amounts are due from residents and recognized over time as performance obligations are satisfied. Generally, the performance obligation related to these monthly maintenance fees is considered to be the ongoing ability of the resident to continue to occupy the unit each month and, accordingly, revenue is recognized monthly as this service is provided. Residents moving directly into assisted living (including memory care) facilities are subject to agreements that do not require entrance fees. Resident fees at these facilities consist of monthly charges for basic housing and support services. Fees are specified in rental agreements that are short-term in nature, with terms that allow residents to cancel with 30 days' notice. The Company follows FASB ASC Topic 842, Leases, which provides lessors a practical expedient to not separate nonlease components from the associated lease component if certain criteria are met. The Company considers support services to residents to be nonlease components because they represent delivery of a separate service but are not considered a cost of securing the identified asset. The Company had determined that the predominant component is the lease component and has made a policy election to account for the lease component and the nonlease component as a single component within resident revenue. Revenue under these rental agreements is based on the consideration specified in the agreement and is recorded monthly, as the services are provided.

Amortization of entrance fees: Nonrefundable entrance fees are considered to contain a material right associated with living in the Community and access to future services, which is the performance obligation. Revenue from unearned entrance fees is amortized monthly based on an actuarial determination of life expectancy of the resident using the straight-line method, with the period of amortization adjusted annually based upon the actuarially determined remaining life expectancy of the resident. If a resident terminates occupancy, any unamortized portion of the deferred unearned entrance fee is recognized as revenue.

Healthcare revenue: Healthcare revenue is derived from providing healthcare services to residents in its long-term care facility and is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing patient care. These amounts are based on daily rates, which are generally fixed, and are due from patients and third-party payors, including Medicare and other health insurers. The Company determines the transaction price based on standard charges adjusted for explicit price concessions consisting of contractual adjustments provided to third-party payors. Generally, the Company bills the patients and third-party payors monthly in arrears. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Company. Patient care services represent a bundle of services that are not capable of being distinct; accordingly, the Company has determined that the overall provision of a day of healthcare services to a resident in its long-term care facility is one performance obligation. Additionally, there may be ancillary services that are not included in the daily rates. These services are considered separate performance obligations for which revenue is recognized as the services are provided.

Healthcare services rendered to Medicare beneficiaries are reimbursed based on a classification system referred to as the Patient Driven Payment Model (PDPM). PDPM per-diem payments are adjusted during a resident's stay to reflect varying costs throughout the time the resident is in the facility.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Third-party payor agreements include the potential for retroactive revenue adjustments due to settlement of audits, reviews and investigations. These retroactive settlements are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. Estimated settlements are adjusted in future periods, as adjustments become known. Laws and regulations governing the Medicare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates of variable consideration may change.

Other operating revenue: Other operating revenue consists of amounts that are incidental to the operations of the Company's facilities and includes activities such as beauty and barbershop services, guest meals and other miscellaneous items. These services generally have fixed prices and are considered distinct performance obligations, which are satisfied as the goods or services are provided. Accordingly, revenue is recognized and earned at a point in time in accordance with the provisions of FASB ASC 606 as the performance obligations are satisfied.

Marketing and advertising costs: Costs for advertising and marketing are expensed at the time the advertising takes place. Total costs during 2023 and 2022 were \$321,051 and \$309,084, respectively, and are included in professional services expense in the accompanying statements of operations and member's deficit.

Insurance: The Company is insured for professional and general liability subject to a \$50,000 deductible as well as automobile liability, subject to deductibles of \$2,000 per occurrence. Watermark Retirement Communities, LLC (Watermark), a company related through common ownership, carries workers' compensation insurance on a loss sensitive program having an August 1st renewal cycle. The current workers' compensation program has a \$250,000 deductible, with coverage limits that meet applicable statutory requirements.

Income taxes: The Company is a limited liability company and is not subject to income tax. The member is taxed on their shares of the Company's taxable income, whether or not distributed, and is entitled to deduct its shares of net losses to the extent of its tax basis. Accordingly, no provision for income taxes is provided in the accompanying financial statements.

U.S. GAAP requires management to perform an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Company's income tax returns to determine whether the income tax positions meet a more-likely-than-not standard of being sustained under examination by the applicable taxing authorities. This evaluation is required to be performed for all open tax years, as defined by the various statutes of limitations, for federal and state purposes.

The Company is required to file federal and state income tax returns. Management has performed its evaluation of income tax positions and has determined that there were no positions that do not meet the more likely than not standard.

From time to time, the Company may be subject to penalties assessed by various taxing authorities, which will be classified as operating expenses, if they occur.

Reclassifications: Certain prior year amounts have been reclassified to conform to the current year presentation with no effect on previously reported member's deficit.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Leases: The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when: (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Entity recognizes most leases on its balance sheets as a ROU asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the income statement.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Payments for terminating the lease are included in the lease payments only when it is probable, they will be incurred.

Note 3. Accounts Receivable and Healthcare Revenue Recognition

Accounts receivable for healthcare revenue are presented net of allowances for contractual discounts (explicit price concessions) and estimated uncollectible accounts. The allowance for contractual discounts is related to residents covered by Medicare and private insurance. The allowance for uncompensated care is an estimate of amounts that will not be collected from self-pay residents.

Accounts receivable, net of contractual discounts and uncompensated care are as follows at December 31:

	2023	2022
Accounts receivable	\$ 589,961	\$ 738,255
Allowance for contractual discounts	32,831	69,285
Allowance for uncompensated care	15,090	56,019
Total allowances	47,921	125,304
Accounts receivable, net	\$ 542,040	\$ 612,951

The Company has determined that the nature, amount, timing and uncertainty of healthcare revenue and cash flows are primarily affected by the method of reimbursement. The Medicare program is a large source of healthcare revenue for the Company. Revenue from the Medicare program totaled 11.2% and 16.5% of total operating revenue during the years ended December 31, 2023 and 2022, respectively.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 3. Accounts Receivable and Healthcare Revenue Recognition (Continued)

Healthcare revenue, net of contractual discounts, by major payor class, were as follows for the years ended December 31:

	2023	2022
Medicare	\$ 1,791,791	\$ 2,882,142
Insurance	623,938	861,468
Self-pay	1,169,969	1,237,635
	<u>\$ 3,585,698</u>	<u>\$ 4,981,245</u>

Note 4. Concentrations of Credit Risk

The Company grants credit without collateral to its residents for amounts due under resident agreements, many of whom are insured under third-party agreements. The Company is exposed to credit risk on these receivables.

The mix of receivables from residents and third-party payors as of December 31 was as follows:

	2023	2022
Medicare	27.81%	45.60%
Insurance	26.45%	23.81%
Self-pay	45.74%	30.59%
	<u>100.00%</u>	<u>100.00%</u>

Note 5. Financing Leases

The Company leases its CCRC facility, which includes real estate, buildings and equipment, and a vehicle, under financing lease agreements.

In June 2016, the member entered into a lease agreement with EL FW Intermediary I, LLC (Prior Lease) to lease property and equipment to operate two senior living communities, including the Community. The initial lease term was 15 years. As described in the Prior Lease, EL FW Intermediary I, LLC was the lessee of the property and equipment through a master lease with NHI-REIT of Axel, LLC (NHI). Simultaneous with the inception of the Prior Lease, the member entered into sublease agreements with the Company and CT Watermark 3030, LLC, a related party through common ownership (the Subtenants), to transfer all of its obligations under the Prior Lease for each respective community to the Subtenants for the terms of the leases. Effective January 2020, the Prior Lease and the associated subleases were terminated and a new lease was executed between the member and NHI, with an initial lease term expiring in May 2035. Because NHI was party to the previous lease arrangement as master lessor, the lease is accounted for as a lease modification. Further, new sublease agreements were executed with the Company and CT Watermark 3030, LLC.

In June 2016, \$4,500,000 was placed on deposit in an escrow to satisfy the statutory reserve requirements of the state of Connecticut. In October 2020, the member received approval from the State of Connecticut to reduce the balance held in this account to \$2,500,000. This account contained \$2,657,293 and \$2,537,549 at December 31, 2023 and 2022, respectively. Of this amount, \$1,249,798 and \$1,190,321 was allocated to the Company and is included in restricted cash at December 31, 2023 and 2022, respectively.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 5. Financing Leases (Continued)

The lease provides for advances of \$6,500,000 to be drawn upon for facility improvements, \$3,000,000 of which can be used for reimbursement of facility improvements that occurred prior to 2020. During 2023 and 2022, the member has drawn \$540,636 and \$1,523,754, respectively, on the lease for facility improvements, of which \$268,534 and \$756,849, respectively, was allocated to the Company.

The member deposited into escrow \$2,000,000 to be used as security deposits in the event of default. In addition, the Company has made additional security deposits, which are included in restricted cash, of \$705,183 at both December 31, 2023 and 2022. The lease requires the member to deposit or expend an annual amount equal to \$494,000, of which the Company's allocation is \$232,342, to be used for routine capital expenditures.

In connection with the lease, the member is required to meet certain lease covenants. The member was not in compliance with the lease coverage ratio at December 31, 2023. NHI had waived the covenant violation.

The lease is guaranteed by Watermark Retirement Communities of Connecticut, LLC (WRCC), a related party through common ownership, and is collateralized by substantially all assets of the Company.

The leasehold interest in property and equipment is capitalized based on the Company's June 2016 incremental borrowing rate of 5.56%.

The Company acquired a vehicle under a financing lease agreement expiring in July 2025 which calls for fixed monthly payments of \$1,924.

Finance lease cost is recognized as a combination of the amortization expense for the ROU assets and interest expense for the outstanding lease liabilities, and results in a front-loaded expense pattern over the lease term. The components of the lease expense are as follows for the years ended for December 31, 2023 and 2022:

	2023	2022
Finance lease cost—amortization of right-of-use assets	\$ 2,286,508	\$ 2,416,538
Finance lease cost—interest on lease liabilities	1,710,243	1,755,467
Short-term lease cost	146,119	152,809
Total lease cost	<u>\$ 4,142,870</u>	<u>\$ 4,324,814</u>

Supplemental cash flow information related to leases is as follows for the years ended December 31, 2023 and 2022:

	2023	2022
Operating cash outflows—payments on finance leases	\$ 1,710,243	\$ 1,755,467
Financing cash outflows—payments on finance leases	1,332,077	1,191,899

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 5. Financing Leases (Continued)

Supplemental balance sheet information related to leases is as follows as of December 31, 2023:

	2023	2022
Finance leases:		
Leasehold interest in property and equipment	\$ 33,737,366	\$ 33,767,972
Vehicles	109,194	109,194
Accumulated depreciation	(14,666,041)	(12,379,533)
Finance lease, right-of-use assets, net	<u>\$ 19,180,519</u>	<u>\$ 21,497,633</u>
Weighted-average remaining lease term—finance leases	12 years	13 years
Weighted-average discount rate—finance leases	5.57%	5.57%

Future undiscounted cash flows for each of the next five years and thereafter and a reconciliation to lease liabilities on the balance sheet are as follows as of December 31, 2023:

Years ending December 31:	
2024	\$ 3,101,535
2025	3,184,558
2026	3,265,924
2027	3,363,902
2028	3,464,819
Thereafter	<u>24,829,068</u>
Total minimum lease payments	41,209,806
Less amount representing interest	<u>(11,284,958)</u>
Present value of net minimum lease payments	29,924,848
Less current portion	<u>(1,472,314)</u>
Capital lease obligation, less current portion	<u>\$ 28,452,534</u>

Note 6. Line of Credit

In June 2020, the Company entered into a \$5,000,000 revolving line of credit agreement with NHI. The line calls for monthly interest payments and bears interest equal to the greater of (i) the ten Year Treasury Note rate plus 5.00% or (ii) 7.50% (8.91% and 7.50% at December 31, 2023 and 2022, respectively). The line of credit has the same term as the lease with NHI (see Note 5). Quarterly principal payments are based on a quarterly coverage ratio calculation as defined in the loan agreement. Any principal payments due under the calculation are made quarterly. The line of credit is guaranteed by WRCC. At December 31, 2023 and 2022, the Company's outstanding obligation totaled \$475,000 and \$0, respectively.

Note 7. Related Party Transactions

Management fee: The Community is managed by WRCC. The management agreement has an initial term of 15 years from June 2016, the date operations commenced, and shall thereafter automatically continue for successive five-year terms, unless sooner terminated as provided for in the agreement. The agreement provides for management fees to be paid monthly. The fee is equal to the greater of 5% of the gross revenue accrued for each month or \$15,000 per month. Management fees bear a 12% interest rate if unpaid.

Total management fee expense for the years ended December 31, 2023 and 2022, was \$851,647 and \$931,236, respectively.

CT Watermark East Hill, LLC

Notes to Financial Statements

Note 7. Related Party Transactions (Continued)

Reimbursable expense: WRCC incurs certain expenses on behalf of the Community related to small equipment, information technology support, travel, marketing and miscellaneous office expenses. Total reimbursable expenses for the years ended December 31, 2023 and 2022, were \$321,185 and \$281,335, respectively.

Due from parent: From time to time, the Company is advanced funds from or advances funds to the member based on working capital needs. Advances from and to the member are noninterest bearing, unsecured and due on demand. At December 31, 2023 and 2022, the Company had \$839,994 and \$3,235,222, respectively, receivable from the member. The Company has indicated no demand will be made in the next 12 months and, accordingly, the receivables have been classified as noncurrent.

Note 8. Commitments and Contingencies

The Company is involved in claims and lawsuits incidental to the ordinary course of business. While the outcome of these claims and lawsuits cannot be predicted with certainty, management of the Company does not believe the ultimate resolution of these matters will have a material adverse effect on the Company's financial statements.

WRCC has provided the Company limited indemnifications against actions taken on behalf of the Company in WRCC's capacity as manager. The WRCC indemnity rights may not protect the Company against all of the risks and possible losses faced by the Company from WRCC's role as manager.

As of December 31, 2023 and 2022, the Company had entered into approximately \$165,000 and \$482,000 in firm commitments for the completion of renovation projects, respectively.

Note 9. Employee Benefit Plan

The Company offers a 401(k) retirement plan (the Plan) under Watermark for the benefit of the union and non-union employees of the Company. Employees that complete six months of service and are 21 years of age or older may participate in the Plan. Employees may make pretax salary deferrals of 1% to 75% of their compensation, subject to annual dollar limits determined by the Internal Revenue Service. Employer matching contributions for the Plan are made on a discretionary year-end match. To receive the match, employees must be actively employed as of the last day of the year. The Company accrued \$61,454 and \$66,096 for the years ended December 31, 2023 and 2022, respectively. Of those accrued amounts, \$61,005 and \$58,512 were expensed for the years ended December 31, 2023 and 2022, respectively, to be contributed into the Plan.

Note 10. Employee Retention Credit

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provided the Employee Retention Credit (ERC) to eligible organization for each calendar quarter in an amount equal to 70% of qualified wages in 2021 and 50% of qualified wages in 2020. The Company recorded revenue which is included in other operating revenue on the accompanying statements of operations and member's deficit of \$104,975 and \$751,767 in relation to the ERC for the years ended December 31, 2023 and 2022, respectively. The Company's receivables in relation to the ERC total \$0 and \$751,767 as of December 31, 2023 and 2022, respectively, and are recorded in employee retention credit receivable on the Company's balance sheets.

Note 11. Subsequent Events

The Company evaluated subsequent events through April 2, 2024, the date on which the financial statements were available to be issued.



Disclosure Statement
Exhibit D
Sworn Statement of Escrow Agent

Statement appears on next page.



Disclosure Statement
Exhibit E
Cash Flow Projections

ASSUMPTIONS USED IN PROJECTIONS

Revenues

Projections of revenues from Town Center and Health Center room and board fees, other operating revenues, entrance fees and entrance fee refunds are generally based on current in-place rates and market prices, with assumed growth rates (“inflationary rates”) generally in the range of 4% to 8%, and take into account estimated occupancy levels, projected health care and other service levels, new resident move-in volume, and attrition. Occupancy rates for the trailing twelve (12) months ending June 30, 2024 were: 83.1% in The Town Center, 79.3% in The Lodge and The Inn, 82.8% in The Villa, and 47% in The Springs. On June 30, 2024, occupancy rates were: 82.3% in The Town Center, 82.4% in The Lodge and The Inn, 85.7% in The Villa, and 51.1% in The Springs.

Other Income

Other income includes revenues from resident services, home care services, respite services, Gallery Café operation and other food service revenues, ancillary health care services, Assisted Living Services Agency (ALSA) services, and entrance fee amortization income.

Entrance Fees and Refunds

Projections of net revenues from entrance fees and entrance fee refunds are based on the current schedule of entrance fee prices (increased annually at inflationary rates), the estimated number of new residents moving into the Community under Entrance Fee Residency Agreements each year, an estimated mix of contract types and refund plans selected by such new residents, and estimates of the entrance fee refunds that would become payable as a result of such new resident occupancies.

Operating Expenses

Projected operating expenses are based on budgeted full year 2024 expenses, updated for actual 2024 year-to-date expenses adjusted and annualized as appropriate for the full year, and increased in subsequent years at assumed inflationary rates and occupancy levels as applicable.

Capital Investments

Projected capital expenditures shown reflect normalized capital repairs and replacements to the property and building systems at a level consistent with the capital expenditures and reserves required under the lease documents. This amount does not include prospective discretionary investments into the Community that the Provider may elect to make for additional upgrades, improvements and renovations.

Lease Payments

Lease Payments are projected based on applicable lease terms.

Anticipated Residential Turnover Rates

The number of independent living Town Center apartments permanently vacated, expressed as a percentage of occupied apartments at the start of the year, during the most recent fiscal year (2023), and projected for years 2024 through 2026, are as follows:

2023	2024	2025	2026
23.2%	21.6%	15.6%	14.7%

Average Age of Residents

The average age of independent living Town Center residents as of the end of the most recent fiscal year (2023), and projected for years 2024 through 2026, are as follows:

2023	2024	2025	2026
86.5	86.9	87.1	87.3

Health Care Utilization Rates

The number of days in which a Springs skilled nursing room was occupied by a current or former independent living Town Center resident, whether pursuant to a temporary or permanent transfer, expressed as a percentage of the total number of census days available in the Springs skilled nursing level of care, during the most recent fiscal year (2023), and projected for years 2024 through 2026 are as follows:

2023	2024	2025	2026
20.4%	21.1%	22.4%	23.3%

Number of Health Care Admissions

The number of times an independent living Town Center resident is admitted to the Springs skilled nursing level of care, whether pursuant to a temporary or permanent transfer, including multiple admissions if a resident was admitted more than once, during the most recent fiscal year (2023), and projected for years 2024 through 2026, are as follows:

2023	2024	2025	2026
34	34	35	37

Days of Care Per Year

The number of days in which a Springs skilled nursing room was occupied by a current or former independent living Town Center resident, whether pursuant to a temporary or permanent transfer, during the most recent fiscal year (2023), and projected for years 2024 through 2026, are as follows:

2023	2024	2025	2026
2,526	2,627	2,785	2,896

Number of Permanent Transfers

The number of independent living Town Center residents that were admitted to the Springs skilled nursing level of care pursuant to a permanent transfer during the most recent fiscal year (2023), and projected for years 2024 through 2026, are as follows:

2023	2024	2025	2026
1	3	4	4



THE WATERMARK
AT EAST HILL

**CASH FLOW STATEMENT
PROJECTIONS (2023 - 2025)**

	2024	2025	2026
(\$)			
Operating Revenues (GAAP):			
Town Center Room & Board	5,790,137	6,451,866	6,844,624
Health Center Room & Board	8,057,247	9,913,389	10,301,081
Other Revenues	4,141,993	4,254,871	4,330,533
	17,989,377	20,620,127	21,476,238
Operating Expenses:			
General Operations	9,492,546	9,957,921	10,317,463
Nursing/Ancillaries	5,055,589	5,277,813	5,461,836
Marketing/Sales	946,457	984,316	1,018,767
	15,494,592	16,220,049	16,798,066
Operating Revenues in excess of Expenses	2,494,785	4,400,078	4,678,171
Other Cash Sources and Uses:			
Entrance Fees and Refunds, net	2,897,659	3,013,566	2,507,287
less: EF amortization	(1,598,276)	(1,640,175)	(1,683,210)
Capital Investments - Amount invested	(230,000)	(230,000)	(230,000)
Lease Payments	(3,099,440)	(3,192,423)	(3,288,196)
Net Cash Flow	464,728	2,351,046	1,984,052

Comparison of prior projections to actual results:

In the Provider's prior Disclosure Statement, (a) the projection for 2023 Operating Revenues (excluding non-cash EF amortization) was \$15,536,810 and the actual result was \$14,202,629; variance was due primarily to lower census; (b) the projection for 2023 Operating Expenses was \$15,491,608 and the actual result was \$15,707,199; variance was a result of normal forecast variances; (c) the projection for Operating Revenues (excluding non-cash EF amortization) in excess of Expenses was \$45,202 and the actual result was (\$1,504,570); variance was a result of the revenue and expense variances set forth above; (d) the projection for Entrance Fees and Refunds, net was \$3,500,000 and the actual result was \$2,897,492; variance was a result of reduced number of entrance fee contract move-ins; (e) the projection for Capital Investments Amount Invested was \$231,000 and the actual result was \$1,171,853; variance was a result of carrying out discretionary capital improvements that were not included in projections; and (f) the projection for Lease Payments was \$3,008,814 and the actual result was \$3,007,060; variance was a result of normal forecast variances.



THE WATERMARK
AT EAST HILL

Disclosure Statement
Exhibit F

Fees - Historical

<i>Apartment Type</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
One Bedroom Standard – Traditional Contract					
Entrance Fee – Declining	\$110,000	\$120,000	\$110,000	\$125,000	\$135,000
Entrance Fee – 80% Refund	\$181,500	\$198,000	\$181,000	\$212,500	\$229,500
Monthly Service Fee	\$2,200	\$2,500	\$2,200	\$2,500	\$2,700
One Bedroom Standard – Life Care Contract					
Entrance Fee – Declining	\$160,000	\$170,000	\$160,000	\$180,000	\$190,000
Entrance Fee – 80% Refund	\$264,000	\$280,500	\$264,000	\$306,000	\$323,000
Monthly Service Fee	\$2,700	\$3,000	\$2,700	\$3,000	\$3,200
One Bedroom Deluxe – Traditional Contract					
Entrance Fee – Declining	\$140,000	\$150,000	\$135,000	\$150,000	\$160,000
Entrance Fee – 80% Refund	\$231,000	\$247,500	\$222,750	\$255,000	\$272,000
Monthly Service Fee	\$2,400	\$2,700	\$2,500	\$2,750	\$3,000
One Bedroom Deluxe – Life Care Contract					
Entrance Fee – Declining	\$190,000	\$200,000	\$185,000	\$205,000	\$215,000
Entrance Fee – 80% Refund	\$313,500	\$330,000	\$305,250	\$348,500	\$365,500
Monthly Service Fee	\$3,000	\$3,300	\$3,100	\$3,350	\$3,600
Two Bedroom Standard – Traditional Contract					
Entrance Fee – Declining	\$185,000	\$190,000	\$190,000	\$210,000	\$220,000
Entrance Fee – 80% Refund	\$305,250	\$313,500	\$313,500	\$357,000	\$374,000
Monthly Service Fee	\$2,500	\$2,800	\$3,000	\$3,300	\$3,450
Two Bedroom Standard – Life Care Contract					
Entrance Fee – Declining	\$235,000	\$240,000	\$240,000	\$265,000	\$275,000
Entrance Fee – 80% Refund	\$387,750	\$396,000	\$396,000	\$450,500	\$467,500
Monthly Service Fee	\$3,100	\$3,400	\$3,600	\$3,900	\$4,050

Continued on next page

Fees – Historical (continued)

<i>Apartment Type</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Two Bedroom Deluxe – Traditional Contract					
Entrance Fee – Declining	\$245,000	\$255,000	\$255,000	\$270,000	\$285,000
Entrance Fee – 80% Refund	\$404,250	\$420,750	\$420,750	\$459,000	\$484,500
Monthly Service Fee	\$3,000	\$3,400	\$3,900	\$4,250	\$4,650
Two Bedroom Deluxe – Life Care Contract					
Entrance Fee – Declining	\$295,000	\$305,000	\$305,000	\$325,000	\$340,000
Entrance Fee – 80% Refund	\$486,750	\$503,250	\$503,250	\$552,500	\$578,000
Monthly Service Fee	\$3,700	\$4,100	\$4,600	\$4,950	\$5,350
Two Bedroom Combo – Traditional Contract					
Entrance Fee – Declining	\$270,000	\$280,000	\$280,000	\$300,000	\$320,000
Entrance Fee – 80% Refund	\$445,500	\$462,000	\$462,000	\$510,000	\$544,000
Monthly Service Fee	\$3,000	\$3,500	\$4,000	\$4,400	\$4,800
Two Bedroom Combo – Life Care Contract					
Entrance Fee – Declining	\$320,000	\$330,000	\$330,000	\$355,000	\$375,000
Entrance Fee – 80% Refund	\$528,000	\$544,500	\$544,500	\$603,500	\$637,500
Monthly Service Fee	\$3,700	\$4,200	\$4,700	\$5,100	\$5,500
<i>Other Data:</i>					
2nd Occupant Entrance Fee					
Traditional Contract	\$18,000	\$20,000	\$20,000	\$25,000	\$25,000
Life Care Contract	\$30,000	\$35,000	\$35,000	\$35,000	\$35,000
2nd Occupant Monthly Service Fee					
Traditional Contract	\$850	\$1,000	\$1,100	\$1,500	\$1,600
Life Care Contract	\$1,250	\$1,500	\$1,500	\$1,700	\$1,850



Disclosure Statement
Exhibit G
Fees – Current

Entrance Fees

Entrance Fees vary based upon Apartment, Refund Plan and Contract Type selections.

<i>Apartment Type</i>	<i>Declining Refund Plan</i>	<i>80% Refund Plan</i>
One Bedroom Standard	\$135,000	\$229,500
One Bedroom Deluxe	\$160,000	\$272,000
Two Bedroom Standard	\$220,000	\$374,000
Two Bedroom Deluxe	\$285,000	\$484,500
Two Bedroom Combo	\$320,000	\$544,000

Not included above: (1) Entrance Fee premium if Life Care Contract is selected: \$55,000 for Declining Refund Plan and \$93,500 for 80% Refund Plan. (2) Second Occupant Entrance Fee (non-refundable) of \$25,000 for Traditional Contract and \$35,000 for Life Care Contract. (3) Certain apartments have individual attributes that either increase or decrease the price for that specific apartment; above prices are base rates.

Monthly Service Fees

Monthly Service Fees vary with Apartment selection and Contract Type selection (Traditional or Life Care). Monthly Service Fees are not affected by Refund Plan selection (80% Refund or Declining Balance).

<i>Apartment Type</i>	<i>Traditional Contract - First Person Monthly Service Fee</i>	<i>Life Care Contract - First Person Monthly Service Fee</i>
One Bedroom Standard	\$2,900	\$3,400
One Bedroom Deluxe	\$3,200	\$3,800
Two Bedroom Standard	\$3,650	\$4,250
Two Bedroom Deluxe	\$4,900	\$5,600
Two Bedroom Combo	\$5,100	\$5,800

The Monthly Service Fee for a 2nd occupant is \$1,600 for Traditional Contract and \$1,850 for Life Care Contract.

Rates are subject to change upon 30 days advance written notice.