



MEADOW RIDGE

100 Redding Road

Redding, Connecticut 06896

(203) 544-1000

**INFORMATION BOOKLET
(DISCLOSURE STATEMENT)**

Provider: Redding Life Care, LLC dba Meadow Ridge

Manager: Benchmark Senior Living LLC

Effective as of December 31, 2021 (updated August 2022)

THIS FACILITY, LIKE ALL OTHER CONTINUING CARE (LIFE CARE) FACILITIES IN THE STATE OF CONNECTICUT, IS SUBJECT TO SECTIONS 17b-520 THROUGH 17b-535 OF THE CONNECTICUT GENERAL STATUTES CONCERNING MANAGEMENT OF CONTINUING CARE FACILITIES (THE "ACT"). REGISTRATION UNDER THE ACT DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT OF THE FACILITY BY THE DEPARTMENT OF SOCIAL SERVICES OR THE STATE OF CONNECTICUT, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN THIS DISCLOSURE STATEMENT.

EQUAL HOUSING OPPORTUNITY

**Acknowledgment of Receipt
of Disclosure Statement**

Meadow Ridge

In accordance with Sections 17b-522(b), (c)(1) and (d) of the Connecticut General Statutes, Meadow Ridge is required to deliver to a prospective resident or his or her legal representative a current Disclosure Statement not more than 60 days nor less than 10 days before the execution of a continuing-care contract or the transfer of any money or other property to Meadow Ridge by or on behalf of the prospective resident.

Acknowledgment:

I, or my legal representative, have received and reviewed a copy of the current Disclosure Statement and a copy of the continuing-care contract for Meadow Ridge prior to the execution of the contract or the transfer of any money or other property to Meadow Ridge.

Signature of Prospective Resident

Date: _____

Signature of Prospective Resident, if two

Date: _____

Signature of Legal Representative, if applicable

Date: _____

**Notice To
Prospective Resident**

Meadow Ridge

In accordance with Section 17b-522(a) of the Connecticut General Statutes, this Notice is required to be given to a prospective resident or his or her legal representative prior to the earlier of (i) the execution of a contract to provide continuing care or (ii) the transfer of any money or other property to us by or on behalf of the prospective resident.

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 a continuing-care contract or the transfer of any money or other property to Meadow Ridge.

Signature of Prospective Resident

Date: _____

Signature of Prospective Resident, if two

Date: _____

Signature of Legal Representative, if applicable

Date: _____

TABLE OF CONTENTS

Acknowledgement of Receipt	i
Notice to Prospective Resident.....	ii
INTRODUCTION.....	1
I. BACKGROUND AND THE PEOPLE	1
Redding Life Care, LLC	1
Benchmark Senior Living LLC	1
Communication with Residents.....	2
II. THE COMMUNITY	2
The Location	2
Meadow Ridge	2
The Personnel.....	3
The Services	3
III. THE CONTINUING CARE PLANS	4
The Continuing Care Contracts	5
Important Provisions in the Continuing Care Contracts.....	5
Fee Schedules	6
The Mortgage and Indenture of Trust.....	6
Estate Planning.....	7
IV. FINANCIAL INFORMATION	7
Pro Forma.....	7
Financial Statements	7
V. REGULATORY MATTERS	8
Registration and Licensing	8
Entrance Fee Deposit Escrow	8
Operating Reserves	8
Tax Considerations	9
Judicial Proceedings.....	9
Affiliations	9

V. EXHIBITS

- A. CONTINUING CARE CONTRACT
 - A-1 MEADOW RIDGE REFUNDABLE CONTINUING CARE CONTRACT (LIFE CARE)
 - A-2 MEADOW RIDGE DECLINING BALANCE CONTINUING CARE CONTRACT (LIFE CARE)
 - A-3 MEADOW RIDGE REFUNDABLE CONTINUING CARE CONTRACT (FEE-FOR-SERVICE)

- B. B-1 OWNERSHIP OF REDDING LIFE CARE, LLC
B-2 MANAGER, OFFICERS AND DIRECTORS OF REDDING LIFE CARE, LLC

- C. SENIOR LIVING COMMUNITIES MANAGED BY BENCHMARK SENIOR LIVING LLC

- D. DESCRIPTION OF THE SERVICES, BENEFITS AND POLICIES

- E. HISTORICAL ADMISSION PAYMENTS, MONTHLY FEES, ETC.

- F. AUDITED FINANCIAL STATEMENTS

- G. PRO FORMA INCOME STATEMENT

- H. CURRENT FEE SCHEDULES

INTRODUCTION

The purpose of this Information Booklet (Disclosure Statement) is to explain to prospective residents, their families, and advisors the details of the operation of Meadow Ridge. This Booklet was prepared on the basis of information available at the time of its publication and on assumptions which were believed to be reasonable and realistic as of that date. Such information and assumptions are, of course, subject to change and in particular are significantly affected by changes in inflation, interest rates, costs, and the general market for housing in Fairfield County. In addition, there usually will be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected and those differences may be material. Moreover, the achievement of any financial forecast is dependent upon future events, the occurrence of which cannot be assured, and future changes in circumstances and in the economy may require changes in the future operation of The Community.

Although we prepared this Information Booklet carefully, it is possible that there may be some differences between the text in this Booklet and certain of the contracts summarized herein. In the event of any difference, the provisions of such contracts shall govern.

I. BACKGROUND AND THE PEOPLE

The Community was developed and is owned by Redding Life Care, LLC ("Redding Life Care"), a for-profit limited liability company. The Community was developed in two phases. Phase I was completed in August 2002 and Phase II was completed in August 2007.

A listing of all persons and entities with five percent (5%) or greater ownership in Redding Life Care, LLC is attached as Exhibit B-1 and a listing of the Officers and Directors of Redding Life Care, LLC is attached as Exhibit B-2. Senior Care Development, LLC ("SCD") is the manager of Redding Life Care (www.SeniorCareDevelopment.com). David Reis is the managing member of SCD. Mr. Reis has a Master's Degree in Finance from the London School of Economics. He previously served as president of Reis of New Haven, Inc., the third generation in a family firm that manufactured traditional men's neckties for upscale stores throughout the United States. Since the sale of the tie business in 1986, Mr. Reis has concentrated his energies on the acquisition, development, and syndication of real estate related to serving the seniors marketplace. SCD affiliates developed the "Laurel Gardens" assisted living communities in Avon, Woodbridge, Orange, Hamden, and Milford, Connecticut. In addition, Mr. Reis was the Managing Member of Shoreline Life Care, LLC, which developed a continuing care community known as "Evergreen Woods" in North Branford, Connecticut. Mr. Reis conceived of and successfully built Evergreen Woods which contains 245 apartments and a 50 bed health center, and is recognized as one of Connecticut's premier life care facilities. Mr. Reis was also the Managing Member of Naugatuck Health Care, LLC which developed and owned a 126 bed health center in Naugatuck, Connecticut, known as "Beacon Brook Health Center."

The Community has retained Benchmark Senior Living LLC ("Benchmark") to manage the community. Benchmark Senior Living manages the day-to-day operations of Meadow Ridge pursuant to a management agreement with Redding Life Care. Benchmark Senior Living, based at 201 Jones Road, Suite 300 West, Waltham, MA 02451, is the largest provider of senior housing in the New England region. Attached as Exhibit C is a listing of senior living communities operated

by Benchmark Senior Living. The owner, senior management and staff of Benchmark Senior Living have significant experience in long term care at all levels, including the operation of continuing care retirement communities, assisted living communities and nursing homes. For more information regarding Benchmark Senior Living LLC, please visit www.benchmarkseniorliving.com.

COMMUNICATION WITH RESIDENTS

Residents Association

The residents of The Community have formed a separate association (the "Residents' Association") under the non-stock corporation laws of the State of Connecticut and have adopted bylaws for the governance of such entity. Regularly scheduled meetings are held by Meadow Ridge with the Residents' Association in order to enable the residents to ask questions and to communicate with the administration and owner.

Residents' Association Board

The Residents' Association Board functions as the Resident Council at Meadow Ridge. The Residents' Association Board at The Community consists of no less than nine and no more than sixteen residents, who have been elected by the resident body of The Community. The Residents' Association Board represents the interests of the residents and functions in an advisory role to the Administration regarding resident welfare and interests. The Executive Director and Administrator meet with the Residents' Association Board monthly (with the exception of August) to address resident concerns, maintain mutual cooperation and enhance the well-being of the residents of Meadow Ridge. The outcome and discussions of these meetings are then communicated to Redding Life Care.

II. THE COMMUNITY

THE LOCATION

The Community is located at 100 Redding Road, Redding, Connecticut 06896 on a spectacular 136-acre heavily wooded property with magnificent views of the Connecticut countryside. The Community boasts approximately 106 acres of "open space", a one-acre pond, views of distant rolling hills, and a 10+ acre meadow. Meadow Ridge is conveniently located on the town border of the Georgetown section of Redding, Weston and Wilton. The Community is approximately 8 miles from the Merritt Parkway (exit 42), 1/2 mile from Rt. 7, and approximately 10 miles from downtown Westport and Norwalk.

MEADOW RIDGE

Meadow Ridge is a continuing care community designed to accommodate persons 62 years of age or older. Meadow Ridge encompasses these important components: a private apartment home, an array of amenities and personal services, and the security of an on-site licensed assisted living and skilled nursing facility (Ridge Crest). To maximize resident flexibility and choice, Meadow Ridge offers three models of continuing care contract: a refundable life care contract, a

declining balance life care contract and a fee-for-service plan. These models are described in more detail below and in the forms of Continuing Care Contracts attached as Exhibits A-1, A-2 and A-3, respectively.

The Community operates 285 apartments, 20 assisted living apartments, 21 memory care assisted living apartments, a 62-bed health center (Ridge Crest), a community building and numerous outdoor common spaces. The community building includes a reception lobby, a library, an indoor swimming pool, a fitness center, men's and women's saunas, an auditorium with stage, an attractive dining room with an excellent view of rolling hills, the "Bistro" casual dining with a view of the atrium and outdoor dining space, a private dining room which may be reserved by residents who wish to entertain a group, a multipurpose room with scheduled hours for personal reflection, and several lounges designed for card playing, games, conversation or reading. Other common indoor spaces in the community building include an arts and crafts room, a card & party room, hair/nail salon, guest rooms and a large atrium. The Community also has extensive outdoor common facilities, including: a regulation tennis court, putting green, croquet court, bocce court, individual gardens, hiking trails, a gazebo by the pond, dog park and scenic seating areas.

The community's health center, named Ridge Crest, is licensed to provide chronic and convalescent nursing home care and contains both private and semi-private rooms. Ridge Crest includes a large physical therapy gym, an arts and crafts therapeutic area, dining rooms, a lounge, and a salon. Emphasis in Ridge Crest is on restorative care in order to return residents to independent living in their apartments.

THE PERSONNEL

The Community is managed by Benchmark, which employs the staff. Ridge Crest contracts with a therapy provider who provides occupational therapy, physical therapy, and speech therapy. Additionally, audiology, podiatry, and registered dietician services are available at an additional cost on a consulting basis. Ridge Crest contracts with a physician licensed in Connecticut to act as Medical Director. Other employees at The Community include a social/activities director, a therapeutic recreation director, social workers, maintenance workers, security personnel, marketing staff, housekeepers, cooks, wait staff, bookkeeping and clerical workers, security, human resources, transportation personnel and receptionists.

THE SERVICES

The decision to move into a continuing care community demands careful consideration of many factors, including the services to be provided. A detailed description of The Community's services is attached as Exhibit D. Additionally, we encourage you to thoroughly review the forms of Continuing Care Contract, attached hereto as Exhibits A-1, A-2 and A-3. Under the terms of The Community's Continuing Care Contracts in addition to providing an apartment for lifetime use by the resident, Meadow Ridge provides to each resident: (1) maintenance and cleaning of the apartments and common spaces; (2) weekly flat laundry service; (3) food service (one meal for each day in the month); (4) the services of a social/activities director; (5) security personnel twenty-four hours per day; (6) certain scheduled transportation services; (7) certain assisted living and skilled nursing services at Ridge Crest described below (at a per diem fee for fee-for-service residents); (8) certain resident health services programs and (9) various administrative services.

Assisted living services are available to all residents of The Community who reside in apartments or in assisted living apartments. The Community is able to provide these services through its licensed Assisted Living Services Agency (ALSA). Please review the Continuing Care Contract regarding payment for assisted living services above the basic services, assisted living memory care services, and services not included as part of the Continuing Care Contract but which may be offered in the skilled nursing facility at Ridge Crest. Whether and the extent to which such care is included in your Monthly Fee will also be affected by other factors such as any pre-existing condition(s) identified in the pre-residence medical examination, whether the move to Ridge Crest is temporary or permanent, and whether you share your apartment with another person.

The Community provides a fully licensed skilled nursing facility called Ridge Crest. Ridge Crest services are available to all residents of The Community in accordance with the terms of The Community's Ridge Crest Admissions Agreement. Residents may be admitted directly to Ridge Crest from their apartments. Residents who are able to do so will be encouraged to return to independent living or an assisted living apartment as soon as they are able. Residents who are unable to return to independent living, however, will have the benefit of continuing care in Ridge Crest at the fees set forth in The Community's Continuing Care Contracts.

Meadow Ridge is licensed to provide rehabilitative and skilled nursing care. Meadow Ridge is not licensed to provide hospital level care, nor certain other services including, but not limited to, acute psychotic care and ventilator therapy. Meadow Ridge is not responsible for the costs of any hospitalization required by residents.

Those residents who do not require care in Ridge Crest or an assisted living apartment, but who need additional personal services to continue independent living, may receive the services of the resident health services department. Services such as bathing, dressing, additional housekeeping, shopping, and laundry are available to the residents at additional cost. The resident health services program is provided to residents under the auspices of the Meadow Ridge Assisted Living Services Agency (ALSA).

The Community reserves the right to make changes in the nature and extent of services provided. Residents will be provided advance notice of any such change in services.

III. THE CONTINUING CARE PLANS

The continuing care concept provides individuals lifetime use of an apartment home, support services, assisted living apartments, and long-term nursing care in an on-site health center if they can no longer live independently. A resident pays an initial entrance fee and a capital improvements fee and makes a loan to Meadow Ridge for a portion of their admission payment. After assuming financial occupancy in The Community, the resident pays a monthly fee together with all other applicable regular monthly charges. A resident will be entitled to live in a private apartment, and, if necessary, may relocate to an assisted living apartment or to Ridge Crest either on a temporary or permanent basis.

Under the Continuing Care Contracts, a portion of the admission payments is a repayable loan. A portion of the admission payments, the "entrance fee deposit," is refundable or partially refundable prior to financial occupancy under certain circumstances, but is not refundable after financial occupancy (nor is the balance of the entrance fee). To maximize resident flexibility and choice, Meadow Ridge offers an 80% or 50% refundable life care plan and also offers a refundable

fee-for-service plan as an alternative to the life care plan. Under the fee-for-service plan, a resident pays a lower monthly fee for residential living and pays the per diem fees for assisted living and/or Ridge Crest care. Meadow Ridge also offers a declining balance life care plan, wherein a resident pays a lower admission payment, the loan portion of which is reduced over time until it reduces to zero. A listing of the current and historical Admission Payments charged under the Refundable Life Care Plan, Declining Balance Plan (Life Care) and Fee for Service Plan is included in Exhibits E and I to this Disclosure Statement.

THE CONTINUING CARE CONTRACTS

Upon deciding to become a resident of The Community, a future resident will execute a Continuing Care Contract with respect to a selected apartment. The description of the Continuing Care Contracts and the terms of residency contained in this booklet are qualified entirely by reference to the applicable form of Continuing Care Contract attached to this disclosure statement as Exhibit A-1, Exhibit A-2 or Exhibit A-3. Meadow Ridge reserves the right to offer new prospective residents alternative forms of residency agreements from time to time. However, no such alternative forms of agreement will alter an existing resident's signed Continuing Care Contract.

IMPORTANT PROVISIONS IN THE CONTINUING CARE CONTRACTS

Rights of a Surviving Spouse. A surviving spouse, who is a party to the Continuing Care Contract maintains all of his or her rights under the terms of the Contract. A surviving spouse who is not a party to the Continuing Care Contract, has any rights he or she may have under applicable law.

Marriage of a Resident. Section 10.2 of your Residency Agreement describes your rights if you get married or decide to have another person live with you. In such event, the second person will be reviewed for admission in accordance with assessment criteria governing all admissions and, if accepted for admission, will be required to pay an entrance fee and additional monthly fee for second persons as well as all other applicable regular monthly charges. Meadow Ridge reserves the right to adopt and revise, from time to time, financial and other admission guidelines.

Disposition of Personal Property. Section 10.4 of your Residency Agreement provides that upon your death (or the death of the survivor if there are two of you) or the termination of the Residency Agreement, all personal property and furniture should be removed from the apartment within thirty (30) days. The Community has the right to remove and store all property left in the apartment after this time and to make a reasonable charge for the cost of moving and storing such items. The Community may dispose of personal property that is not claimed within ninety (90) days after such time, provided that Meadow Ridge will remit to your estate any balance after deducting any costs of disposition and/or any outstanding balances owed to Meadow Ridge.

Termination. Conditions under which the contract may be terminated and procedures for termination are described in Article 9 of the Continuing Care Contract. The loan repayment to which a resident is entitled and the terms under which it will be paid are set forth in the Loan Agreement, attached to the Continuing Care Contract.

Resident's Rights. Residents of The Community have certain rights under the Connecticut continuing care law (Conn. Gen. Stat. § 17b-520 *et seq.*), a copy of which is available upon request.

Residents of The Community also have certain rights as residents of The Community because it is registered with the Department of Public Health as a managed residential community. A copy of the Managed Residential Community Residents' Bill of Rights is attached to the Continuing Care Contract as Exhibit C.

FEE SCHEDULES

Historical Admission Payments, Entrance Fees and Monthly Fees are included as Exhibit E to this Disclosure Statement. Current Admission Payments, Entrance Fees and Monthly Fees are included as Exhibit H to this Disclosure Statement. Residents will receive at least 30 days' advance written notice prior to an increase in any fee.

THE MORTGAGE AND INDENTURE OF TRUST

Under the continuing care retirement concept (both life care and fee for service), no ownership interest in the real estate is transferred to the resident. Rather, the residents are provided lifetime use of an apartment subject to and under the terms of the Continuing Care Contracts and Connecticut statutes.

A portion of the admission payments required to enter into residency at The Community constitutes a loan, repayable to the resident or his or her estate pursuant to such resident's Loan Agreement. Under the declining balance life care plan, a resident pays a lower admission payment and the loan is reduced over time until it reduces to zero.

As security for the obligation to repay the resident loans, Redding Life Care entered into an Open-End Mortgage, as amended (the "Trustee Mortgage") and an Indenture of Trust Agreement with The Bank of New York Mellon Trust Company, National Association (successor in interest to BNY Trust Company of Missouri in St. Louis) as trustee. The Trustee Mortgage secures up to \$200,000,000 of resident loans and is held by the trustee for the benefit of the residents of The Community.

The Trustee Mortgage permits certain "permitted encumbrances", including, but not limited to: (1) liens, encumbrances, restrictions, and other matters of record at the time of the filing of the Mortgage and the Indenture of Trust; (2) mortgages securing "purchase money indebtedness" related to financings of personal property or fixtures that are used in the operation and administration of Meadow Ridge limited to the amount of the assets financed (as well as refinancing of such debt limited to the outstanding principal balance of the debt); (3) mortgages granted to secure any financing which is used primarily to finance (or refinance) new construction or renovations or re-modeling at The Community (provided that such indebtedness when incurred may not exceed the hard and soft costs of such project and the reasonable and customary closing costs or if a refinancing, limited to the outstanding principal amount of debt being refinanced plus reasonable and customary closing costs); and (4) mortgages granted by Redding Life Care (but not any subsequent owner of Meadow Ridge) securing up to \$60,000,000 of debt unrelated to The Community. Except for such permitted encumbrances, the loans of the residents take priority over other claims with the exception of certain types of liens and taxes. The loans of all residents are equally protected by the Trustee Mortgage and the Indenture of Trust and there is no priority among or between the various residents.

A copy of the Mortgage and the Indenture of Trust are available for review by you or by your financial or legal advisor.

ESTATE PLANNING

The Continuing Care Contracts provide for the payment of the admission payments in two parts – the entrance fee and the loan. The entrance fee deposit is required to be paid upon execution by the resident of a Continuing Care Contract and the balance of the entrance fee is due at the same time as the resident and Meadow Ridge enter into the Loan Agreement. The loan is repayable to the resident's estate, in accordance with the terms of the Loan Agreement. A resident who does not wish to have the loan repayment made to his or her estate may choose to assign his or her right to repayment of the loan to a trust or other person designated by the resident pursuant to a form of Assignment of Rights to Repayment approved by Meadow Ridge. Under the declining balance life care plan, the loan will reduce over time and depending upon whether it is reduced to zero prior to the termination of the Continuing Care Contract, a loan may not be repayable. In the absence of any agreement between the residents of a double-occupied apartment home which has been provided to Meadow Ridge prior to repayment of the loan, the loan will be repayable to the estate of the last surviving resident. No other rights under a Continuing Care Contract or a Loan Agreement are assignable.

IV. FINANCIAL INFORMATION

PRO FORMA

The pro forma income statements projected for The Community for the next three years are attached as Exhibit G.

FINANCIAL STATEMENTS

See Exhibit F for Redding Life Care's audited financial statements for fiscal year ending 12/31/2021.

V. REGULATORY MATTERS

REGISTRATION AND LICENSING

In 1986 the State of Connecticut passed legislation concerning management of continuing care (life care) communities. The Community is subject to the provisions of the Connecticut statutes regarding continuing care facilities, as amended from time to time. Accordingly, Meadow Ridge files the following documents with the Connecticut Department of Social Services: (a) a current disclosure statement (information booklet), (b) financial information, escrow account verifications, and escrow agreements, and (c) a filing fee. Meadow Ridge believes that these documents comply with all of the filing requirements under applicable Connecticut law.

All documents filed are a matter of public record and may be reviewed at the Department's office. The office of the Department of Social Services is located at 55 Farmington Avenue, Hartford, Connecticut 06105-3730, (855) 626-6632.

The Community also has a Chronic and Convalescent Nursing Home License and an Assisted Living Services Agency License issued by the Connecticut Department of Health.

ENTRANCE FEE DEPOSIT ESCROW

Under the provisions of the Act, Meadow Ridge must establish an escrow account for entrance fee deposits with a bank or trust company. Such accounts have been established with US Bank N.A.

During the apartment selection process, the entrance fee deposits that prospective residents pay to reserve the apartment will be deposited into an entrance fee escrow. The funds and interest earnings thereon will be held in escrow until all statutory requirements are met, upon which time they will be disbursed to Redding Life Care.

Prospective residents who desire to cancel their Continuing Care Contract are required to send a written notice of termination by registered or certified mail to Redding Life Care at the following address: Redding Life Care, LLC, 100 Redding Road, Redding, Connecticut 06896. Prospective residents who cancel will not receive interest on the entrance fee deposit. No interest is payable to residents on their entrance fee deposits.

The entrance fee escrow will be maintained over the life of The Community to hold deposits for apartments as they become available for re-occupancy to the extent required by Connecticut law.

OPERATING RESERVES

Meadow Ridge is required under applicable law to establish and maintain reserves in an amount sufficient to cover: (a) all principal and interest, rental or lease payments due during the next 6 months on account of any first mortgage loan or other long-term financing (or such lesser amount as determined by the applicable State agency or department); and (b) the total cost of operation of The Community for a one-month period, excluding debt service and certain capital expenditures. Such reserves are maintained in accounts at Truist Bank.

Investment direction on the reserve accounts will be made in accordance with the terms of the credit agreement governing Meadow Ridge's first mortgage loans and upon direction of the Manager of Redding Life Care. Investment decisions will be made with the expectation of obtaining reasonable return while maintaining a priority on the security of the reserve accounts.

TAX CONSIDERATIONS

The Community is a Continuing Care Retirement Community. Payment of an entrance fee pursuant to a Continuing Care Contract may have significant tax consequences. Any person considering such a payment may wish to consult a qualified tax advisor.

JUDICIAL PROCEEDINGS

There are no material judicial proceedings pending against Redding Life Care or its Manager. Neither Redding Life Care, LLC nor Benchmark Senior Living LLC, has ever been convicted of a felony or pleaded nolo contendere to a felony charge or held liable or enjoined in a civil action by final judgment which involved fraud, embezzlement, fraudulent conversion or misappropriation of property or has otherwise been subject to any action described in Section 17b-522(b)(4) of the Connecticut General Statutes. To our knowledge, none of the persons/entities listed in Exhibit B-1 and B-2 have been subject to any action described in Section 17b-522(b)(4) of the Connecticut General Statutes.

AFFILIATIONS

Meadow Ridge is not affiliated with any religious, charitable, or other non-profit organization.

EXHIBIT A-1

REFUNDABLE CONTINUING CARE CONTRACT (LIFE CARE)



100 Redding Road

Redding, Connecticut 06896

(203) 544-1000

CONTINUING CARE CONTRACT

(Life Care)

Version: August 2022

GLOSSARY

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

“Additional Health Care Fees” means charge for assisted living above the Basic Assisted Living Services included in the Monthly Fee, as more fully described in Section 6.2. Additional Health Care Fees for lifecare residents represent a 10% discount off of private pay rates for assisted living services above the Basic Assisted Living Services.

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

"Agreement" or "Continuing Care Contract" means this Continuing Care Contract.

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

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

"Assisted Living Services" means those services provided by The Community designed to assist residents with the activities of daily living and which are in addition to the services furnished to other apartments as specified in Section 5.2 hereof.

“Basic Assisted Living Services” means Traditional Level I Plan services listed in the Assisted Living Residency Agreement (Continuing Care) or Ridge Crest Admission Agreement, as applicable, consisting of general supervision, cueing and reminders, basic administration of medication and only limited physical assistance with activities of daily living (bathing, dressing, etc.).

"Capital Improvements Fee" means that one-time, non-refundable fee which may be used by us for The Community to fund apartment refurbishment costs,

Community refurbishment costs, capital improvements and/or capital reserves as described in Section 1.4 of the Agreement.

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

"Entrance Fee" or "Second Person Entrance Fee" means that fee, including the Entrance Fee Deposit, as established by us from time to time and payable by a prospective resident to us for acceptance into The Community as described in Section 1 of the Agreement, which fee, together with the Loan, forms the Admission Payment.

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

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

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

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

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

"Medical Director" means the physician designated as the medical director of Ridge Crest in accordance with Section 6.9 of the Agreement.

"Monthly Fee" means that monthly fee (including the second person monthly fee if there are two of you) payable in consideration for services and features as set forth under Section 3.2 of the Agreement.

"Occupancy" or "Occupancy Date" (including the term occupy and all tenses thereof) means the date upon which you have signed the Agreement and Loan Agreement and all related documents and have taken legal possession of your Apartment in accordance with the terms of your Agreement regardless of when (or if) you physically occupy your Apartment.

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

"Resident Handbook" means the document referenced in Section 15 of the Agreement, which will be given to the Resident(s) upon Occupancy at The Community.

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

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

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

Table of Contents

CONTINUING CARE CONTRACT	1
1. ENTRANCE FEE AND LOAN	1
1.1. ADMISSION PAYMENTS	1
1.2. ENTRANCE FEE.....	1
1.3. LOAN.....	2
1.4. CAPITAL IMPROVEMENTS FEE	2
2. REIMBURSEMENT OF ADMISSION PAYMENTS	2
2.1. REIMBURSEMENT OF ENTRANCE FEE DEPOSIT PRIOR TO OCCUPANCY	2
2.2. FORFEITURE OF ENTRANCE FEE AFTER OCCUPANCY	3
2.3. REPAYMENT OF LOAN	3
2.4. RIGHT OF OFFSET	3
3. REGULAR MONTHLY CHARGES.....	3
3.1. RESERVED.....	3
3.2. MONTHLY FEES.....	4
3.3. REGULAR MONTHLY CHARGES.....	4
3.4. PAYMENT	4
3.5. TERMINATION OF CHARGES FOR APARTMENT.....	4
4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS.....	5
5. SERVICES PROVIDED FOR AN EXTRA CHARGE.....	6
5.1. MISCELLANEOUS ADDITIONAL SERVICES	6
5.2. CERTAIN SERVICES IN RESIDENT'S APARTMENT	7
5.3. GARAGE RENTAL FEE	7
6. ASSISTED LIVING AND RIDGE CREST	7
6.1. ACCOMMODATIONS.....	8
6.2. FIRST NINETY (90) CUMULATIVE DAYS OF ASSISTED LIVING OR NURSING CARE	8
6.3. PRE-EXISTING CONDITIONS	9
6.4. MORE THAN NINETY (90) CUMULATIVE DAYS OF ASSISTED LIVING OR NURSING CARE FOR RESIDENTS OF A SINGLE-OCCUPIED APARTMENT	9
6.5. MORE THAN NINETY (90) CUMULATIVE DAYS OF ASSISTED LIVING OR NURSING CARE FOR RESIDENTS OF A DOUBLE-OCCUPIED APARTMENT	10
6.6. OUTSIDE CARE.....	10
6.7. RETURN TO APARTMENT.....	11
6.8. SPECIAL SERVICES	12
6.9. MEDICAL DIRECTOR	12
6.10. TRANSFER FROM ASSISTED LIVING TO NURSING CARE.....	12
6.11. NON-RESIDENT USE OF ASSISTED LIVING APARTMENTS AND RIDGE CREST	12
6.12. SUPPLEMENTAL INSURANCE	12
6.13. ADMISSION AGREEMENTS.....	13
7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT	13
8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY	14
9. OUR TERMINATION RIGHTS	14
9.1. JUST CAUSE.....	14
9.2. LIMITATIONS ON TERMINATION RIGHTS FOR FINANCIAL INABILITY	15
9.3. NOTICE OF TERMINATION	16
9.4. EMERGENCY TERMINATION	16
10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT	16

10.1.	USE OF APARTMENT.....	16
10.2.	OCCUPANCY OF APARTMENT	16
10.3.	COMPLIANCE CHANGES	17
10.4.	FURNISHINGS	17
10.5.	ALTERATIONS BY YOU.....	17
10.6.	ADDITIONAL CHARGES	17
11.	AMENDMENTS.....	17
11.1.	THIS AGREEMENT	17
11.2.	LAWS AND REGULATIONS	18
12.	MISCELLANEOUS LEGAL PROVISIONS	18
12.1.	GOVERNING LAW	18
12.2.	CONSENT TO FORUM	18
12.3.	SEPARABILITY	18
12.4.	CAPACITY	18
12.5.	RESIDENTS	19
12.6.	RESIDENT RIGHTS	19
12.7.	NATURE OF RIGHTS.....	19
12.8.	RELEASE	19
12.9.	INDEMNITY.....	19
12.10.	ENTIRE AGREEMENT	20
12.11.	TAX CONSIDERATIONS	20
12.12.	SUBORDINATION	20
12.13.	TRANSFERS	20
12.14.	LAW CHANGES.....	20
12.15.	RESIDENTS' ASSOCIATION	20
12.16.	RIGHTS OF THIRD PARTIES	21
12.17.	ESTATE PLANNING	21
12.18.	PRIVATE EMPLOYEES OF RESIDENTS.....	21
12.19.	COMPLIANCE WITH LAWS AND REGULATIONS	22
12.20.	COMPLAINT RESOLUTION PROCESS.....	22
12.21.	NOTICE.....	22
12.22.	MANAGER	22
13.	RESERVE POLICY.....	23
14.	RESIDENT REPRESENTATIONS.....	23
15.	RESIDENT HANDBOOK.....	23
16.	ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS.....	23
17.	PERSONAL REPRESENTATIVE.....	24
18.	ACKNOWLEDGEMENT.....	25

EXHIBIT A – LOAN AGREEMENT

EXHIBIT B – ANCILLARY CHARGES

EXHIBIT C – PRE-EXISTING CONDITIONS

EXHIBIT D – MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS

EXHIBIT E – COMPLAINT RESOLUTION PROCESS

EXHIBIT F – ACKNOWLEDGMENT OF RECEIPT OF RESIDENT HANDBOOK

Meadow Ridge

CONTINUING CARE CONTRACT

1. ENTRANCE FEE AND LOAN

1.1. Admission Payments

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

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

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

1.2. Entrance Fee

At the time of signing this Agreement, you have paid ten percent of your Admission Payments (not including the Second Person Entrance Fee) (the "Entrance Fee Deposit"). The Entrance Fee Deposit will be held in escrow as required by Connecticut law. Except as otherwise specifically provided in this Agreement, this Entrance Fee Deposit is NON-REFUNDABLE. The balance of your Entrance Fee and the Second Person Entrance Fee, if applicable, and the Loan, as described in Section 1.3 below, shall be due and payable as defined below. Upon full payment of the Admission Payments, you may, but are not required to, physically move into your

Apartment and your legal and financial Occupancy begins. **Occupancy under this Agreement begins whether or not you move in.**

1.3. Loan

A portion of your Admission Payments detailed in section 1.1 above will be made in the form of a Loan from you to Meadow Ridge, as set forth in this Agreement, and will be paid (by wire, bank, certified check or in certain instances, evidenced by a promissory note) to Meadow Ridge on your Occupancy Date. This Loan will be evidenced by a Loan Agreement, a copy of which is attached as Exhibit A, which will be signed on your Occupancy Date. Your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000 (which amount may be increased from time to time), is secured by the Trustee Mortgage. The Trustee Mortgage is subordinate to certain "permitted encumbrances" as defined in the Trustee Mortgage and the Indenture of Trust. A copy of the Trustee Mortgage and the Indenture of Trust is available for your review upon your request. The Loan may not be mortgaged, sold, discounted, assigned, or otherwise transferred, without our prior written approval, which approval shall not unreasonably be withheld.

1.4. Capital Improvements Fee

In addition to your Admission Payments described above, a one-time Capital Improvements Fee of \$_____ will be paid (by wire or bank or certified check) to Meadow Ridge on your Occupancy Date. This charge may be used by The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements, capital reserves or any other expense of The Community. No portion of the Capital Improvements Fee is refundable.

2. REIMBURSEMENT OF ADMISSION PAYMENTS

2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy

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

2.1.2 If you change your mind and give us written notice of cancellation by registered or certified mail within thirty (30) days after the date of this Agreement, this Agreement will be canceled. In such event, the full amount of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within sixty (60) days of written notice, except that we will retain an amount equal to any costs that are specifically incurred by us due to your request.

2.1.3 After the thirty (30) day period, if you (or either of you if there are two of you) die at any time prior to the date your Apartment is ready for you to move in, or because of illness, injury, or incapacity, you (or either of you if there are two of you) are unable to physically move in to your Apartment under the terms of this Agreement, upon written notice to Meadow Ridge by registered or certified mail, this Agreement will be canceled, unless in the case of such illness, injury, or incapacity you (or either of you if there are two of you) choose to become a resident of Ridge Crest or an Assisted Living Apartment, as applicable in accordance with The Community's admission policies. If this Agreement is so canceled, the full amount of the Entrance Fee Deposit you have paid will be refunded to you or to your estate, without interest, within sixty (60) days of your request, except that we will retain: (i) an amount equal to any costs that are specifically incurred by us due to your request and (ii) a service fee of \$1,000.

2.1.4 In all other cases, if you cancel this Agreement prior to physically moving into the Apartment, we will retain \$20,000 and the balance of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within sixty (60) days.

2.2. Forfeiture of Entrance Fee After Occupancy

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

2.3. Repayment of Loan

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

2.4. Right of Offset

We have the right to offset any unpaid Regular Monthly Charges owed by you, any unreimbursed health care expenses we have advanced on your behalf, any amount deferred by us under Section 9.2.2, and any other sums owed by you to Meadow Ridge against any Entrance Fee Deposit refund, Loan repayment or other assets due to you.

3. REGULAR MONTHLY CHARGES

3.1. Reserved

3.2. Monthly Fees

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

3.3. Regular Monthly Charges

In addition to the Monthly Fee, you will pay all applicable Regular Monthly Charges, including, without limitation monthly charges for any optional services that you utilize and that are subject to an extra charge as provided in Section 5 below.

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

3.4. Payment

Upon Occupancy, you shall pay a pro-rated portion of the Regular Monthly Charges and Monthly Fee. Thereafter, such monthly charges will be payable on the tenth day of each month in advance, and all other Regular Monthly Charges for optional services will be paid on the tenth day of each month for the optional services obtained during the preceding month. A late charge equal to one percent (1%) shall be assessed on any Regular Monthly Charges three or more days past due.

In the event that we take action to collect amounts due under or otherwise enforce the terms of this Agreement, you are liable for reasonable attorney’s fees and/or costs of collection incurred in connection with such action.

3.5. Termination of Charges for Apartment

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

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

4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS

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

- (a) Continental breakfast every day;
- (b) A monthly meal credit (one credit for each day of the month), which may be used for lunch or dinner (or both) in the dining room, Bistro or in room delivery (with additional fee) (or a comparable meal plan as determined by Meadow Ridge from time to time);
- (c) Water, sewer, air conditioning, heating, and electricity;
- (d) Satellite or Cable TV service (as determined by Meadow Ridge);
- (e) Property taxes, insurance on building and structures;
- (f) Groundskeeping, landscaping, and snow removal;
- (g) Security services;
- (h) Building janitorial and maintenance service;
- (i) Weekly housekeeping service;
- (j) Weekly flat laundry service (one load);
- (k) Planned social, cultural and recreational activities for those who wish to participate;
- (l) One reserved space for open parking provided, however, parking spaces are only available if you own an automobile;

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

(n) Complete kitchen, including refrigerator, range with oven, dishwasher, microwave oven, ductless hood fan;

(o) Stackable washer and dryer in each apartment;

(p) Local transportation as scheduled by us (which may change from time to time) – a description of scheduled transportation is located in the Resident Handbook, and a copy is provided to residents upon admission to The Community;

(q) Emergency call system in your Residence through the use of a pendant, which is monitored 24-hours a day by designated Community staff;

(r) Use of all common areas in The Community;

(s) Use of recycling rooms on every floor;

(t) Use of Ridge Crest pursuant to the terms of Section 6 of this Agreement; and

(u) Use of the Assisted Living Apartments at Meadow Ridge pursuant to the terms of Section 6 of this Agreement.

You agree that we and our employees and agents shall have the right, at all reasonable times, to enter your Apartment for purposes of management, housekeeping, maintenance, enforcement of applicable laws and regulations, emergency purposes or any other reasonable purpose. Advance notice will be given except in an emergency.

5. SERVICES PROVIDED FOR AN EXTRA CHARGE

5.1. Miscellaneous Additional Services

Meadow Ridge will also make available at The Community, at your request, so long as you reside in an apartment at The Community, at the then prevailing rates of extra charge: additional meals besides those provided in consideration for the monthly meal credit, guest meals, tray service to your Apartment, additional housekeeping, certain office services such as "fax" and copier, use of guest rooms, catering for private parties, home health services, garage parking, if available, non-

emergency calls to and service of the Medical Director, personalized transportation, and certain other services, upon special arrangements. Certain additional services for extra charge will also be available to you while you are in Ridge Crest or an Assisted Living Apartment.

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

5.2. Certain Services in Resident's Apartment

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

5.3. Garage Rental Fee

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

6. ASSISTED LIVING AND RIDGE CREST

You have the right to participate, as fully and meaningfully as you are able, in making the decision about a move to Assisted Living Apartments or Ridge Crest. If, in the opinion of your attending physician and the Medical Director, after consultation with you, assisted living in an Assisted Living Apartment or nursing care in Ridge Crest is necessitated, we will provide you with such services to the extent authorized by our license from the State of Connecticut on the terms described below. You agree that you will move to the appropriate setting within The Community, including to Ridge Crest, upon 30 days' written notice (or lesser notice

in an emergency), if your continued occupancy of your Apartment or other accommodation within The Community is no longer appropriate for your care needs due to either improvement or declines in your mental or physical condition. Your Apartment may not be appropriate for occupancy by you, for example if you require 24-hour nursing care, Assisted Living Services that include 24-hour assistance, transfers requiring the assistance of two persons or other personal or health care services ordinarily not available at home; if your behavior is disruptive to other residents; if you are confused and attempt to leave the community without supervision; or are otherwise unable to care or have proper care provided for yourself. You further agree that you will move, on a temporary or permanent basis, to an appropriate off-site facility that provides treatment for mental disorders if the need for such transfer is certified by one or more physicians in accordance with state law. You will be responsible for all costs associated with your stay at such off-site facility.

6.1. Accommodations

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

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

We will provide Basic Assisted Living Services, as described below, in an Assisted Living Apartment or nursing care in Ridge Crest without additional charge for ninety (90) cumulative days for you (90 days for each Resident in a double-occupied apartment, but the allowance cannot be combined and used by only one Resident). The Monthly Fees for your Apartment and all other applicable Regular Monthly Charges will continue as before. Additionally, you will be responsible for any applicable Additional Health Care Fees.

“Additional Health Care Fees,” include charges for assisted living services above the Basic Assisted Living Services described below, charges for Alzheimer’s or other specialized memory care above the basic memory care services described below, other incidental fees listed in the Assisted Living Residency Agreement (Continuing Care) or Ridge Crest Admission Agreement. Basic Assisted Living Services that are included as part of your Monthly Fee consist of general supervision, cueing and reminders, basic administration of medications and only limited physical assistance with activities of daily living (bathing, dressing, etc.).

Basic Memory Care Services that are included as part of your Monthly Fee consist primarily of general supervision, cueing and reminders and only limited physical assistance with activities of daily living. At a future date, we may provide specialized dedicated dementia care services in a separate location within the Community through our licensed Assisted Living Services Agency. If these services are provided and we determine that you need such services, you understand and agree that you will sign a separated agreement regarding such services and that additional charges will apply. Additional Health Center Fees may be increased at any time upon thirty (30) days written notice to you.

6.3. Pre-Existing Conditions

In the event, you are admitted to an Assisted Living Apartment or Ridge Crest as a result of one of the Pre-Existing Conditions identified in Exhibit C of this Contract, your fees will be as follows:

- **Single Resident** – If you release your Apartment, in lieu of the Monthly Fee you shall pay the prevailing Ridge Crest Per Diem rate established by the Executive Director (the “Per Diem”). If you reside in Ridge Crest or an Assisted Living Apartment and do not release your Apartment, you will also pay your Monthly Fee in addition to the other fees described in section 6.4 below.

- **Two Residents** – If there are two persons under this Agreement and one of you moves into an Assisted Living Apartment or Ridge Crest as a result of one of the Pre-Existing Conditions identified in Exhibit C of this Contract, you shall pay the Per Diem rate, plus your Monthly Fee. This requirement also applies if a second person is occupying your Apartment as a non-resident. If both of you under this Agreement move into Ridge Crest or an Assisted Living Apartment as a result of one of the Pre-Existing Conditions identified in Exhibit C of this Contract and do not release your Apartment, you shall pay the Per Diem for two (2) persons and your Monthly Fees in addition to the other fees described in section 6.4 below.

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

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

6.4.1 Release Apartment. If you choose to release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal the

then current Monthly Fee for your Apartment plus any Additional Health Care Fees. You will continue to pay all other applicable Regular Monthly Charges.

6.4.2 Retain Apartment. If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to your current Monthly Fee plus any Additional Health Care Fees. In addition, you will continue to pay your Monthly Fee for your Apartment and all other applicable Regular Monthly Charges.

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

If one of you requires Assisted Living Services or nursing care beyond the ninety (90) cumulative days provided under Section 6.2 above, there will be no additional charge for such Basic Assisted Living Services. Additionally, you will pay any applicable Additional Health Care Fees. If both of you require care beyond the ninety (90) cumulative days, your Monthly Fee will depend upon whether you release your Apartment:

6.5.1 Release Apartment. If you release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment (first and second person) will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fees for your Apartment. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay any applicable Additional Ridge Crest Fees.

6.5.2 Retain Apartment. If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to your then current Monthly Fees (first and second person). In addition, you will continue to pay your Monthly Fees (first and second person) for your Apartment and all other applicable Regular Monthly Charges so you will be paying two times your Monthly Fees. You will also pay any applicable Additional Health Care Fees.

6.6. Outside Care

6.6.1 Assisted Living if Apartment is Not Available. If, due to unusual circumstances, there are no Assisted Living Apartments available at Meadow Ridge, you may (i) receive home health services in your Apartment at your own cost and expense and/or (ii) place your name on the Assisted Living waiting list for an Assisted Living Apartment at Meadow Ridge to be processed in accordance with Meadow Ridge's wait list policy; or (iii) relocate to, and receive care from, another assisted living facility managed by Benchmark Senior Living LLC, or if

Benchmark Senior Living LLC is no longer the manager for Meadow Ridge, the then current Manager of Meadow Ridge, at the same fees and any applicable additional charges as you would have paid if you had been admitted to an Assisted Living Apartment at Meadow Ridge or (iv) relocate to Ridge Crest until an Assisted Living Apartment becomes available.

6.6.2 Nursing Care if a Bed is Not Available.

If a bed in Ridge Crest is not available for you when needed, we will arrange and pay for comparable health care services for you at another facility managed by Benchmark Senior Living LLC, or if Benchmark Senior Living LLC is no longer the manager for Meadow Ridge, then then current manager of Meadow Ridge. During your stay in the outside facility, you will pay us the same fees and any applicable additional charges as you would have paid if you had been admitted to Ridge Crest. You shall have the right, on a priority basis, to return to Ridge Crest as soon as appropriate space is available.

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

6.6.4 Cumulative Days. Such a stay set forth in Sections 6.6.1 and 6.6.2 will reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2. If you choose to stay in a skilled nursing facility or assisted living facility not designated by us as set forth in Section 6.6.3 your stay will not reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2.

6.7. Return to Apartment

If you release your Apartment because you have moved to Ridge Crest or an Assisted Living Apartment, and if later in the opinion of the Medical Director, or your attending physician with the concurrence of the Medical Director, you are able to return to an apartment, we will provide you an apartment of the same type as your former Apartment as soon as one becomes available. You will be permitted to

remain in Ridge Crest or your Assisted Living Apartment, as applicable, until such apartment becomes available.

6.8. Special Services

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

6.9. Medical Director

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

6.10. Transfer from Assisted Living to Nursing Care

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

6.11. Non-Resident Use of Assisted Living Apartments and Ridge Crest

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

6.12. Supplemental Insurance

You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in Ridge Crest, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles.

If you are under the age of sixty-five (65) and do not otherwise qualify for Medicare coverage, you will obtain medical insurance coverage equivalent to the Medicare Part A and B and supplemental health insurance as described in this Section 6.12, satisfactory to us, and you will provide proof of such coverage upon request.

Any amounts paid or owing to you from Medicare, federal, state, municipal, private, or supplemental insurance plans for services rendered to you by us shall be paid to us. You will seek diligently to obtain all reimbursements, payments, proceeds or other benefits available under such plans or programs and authorize us to take such action as may be required to obtain and recover same.

6.12.1 Financial Responsibility. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in Ridge Crest, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in Ridge Crest, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in Ridge Crest. If you are eligible to receive the ninety (90) days of care in Ridge Crest as provided in Section 6.2 and your stay in Ridge Crest is a Medicare-qualified stay, such ninety (90) days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage. If failure to maintain Medicare Part A, Medicare Part B or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as provided in Section 9.2.2 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Continuing Care Contract as provided in this Agreement.

6.13. Admission Agreements

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

7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT

You may live in your Apartment for as long as you (or either of you) are capable of maintaining yourself in independent living in the Apartment, or until this Agreement is terminated by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care or Assisted Living Services be given, you will be asked to relocate to Ridge Crest or an Assisted Living Apartment at Meadow Ridge. You have the right

to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization, we will assist in the coordination of your transfer to an appropriate hospital. Community staff will not accompany you to the hospital nor will we be responsible for the charges associated with your transfer.

8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY

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

9. OUR TERMINATION RIGHTS

9.1. Just Cause

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

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

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

9.1.3 Conduct by you (or either of you if there are two of you) that constitutes a danger to yourself or others;

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

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

9.1.6 Your material misrepresentation or omission of information in the materials provided by you in the residency process, including without limitation, the representations and information provided pursuant to Section 14 of this Agreement, which, if such information had been accurate, would have been material to our decision whether or not to accept you for residency.

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

9.2. Limitations on Termination Rights for Financial Inability

If after you have paid the Admission Payments, you encounter financial difficulties making it impossible for you to pay the full Regular Monthly Charges; then:

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

9.2.2 Because it is our declared policy to not terminate your residency solely by reason of your financial inability to pay the full Regular Monthly Charges, you shall be permitted to remain at The Community based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. In such circumstances, we will defer a portion of your Regular Monthly Fees and we reserve the right to relocate you to a smaller apartment. This Section 9.2.2 shall be rendered inoperative if you have impaired your ability to meet your financial obligations or made any misrepresentations with respect to your financial ability. Any such deferred charges shall be offset against repayment of your Loan as provided in Section 2.4. In the event there are deferred charges in excess of the Loan amount, they will be your responsibility or that of your estate.

9.3. Notice of Termination

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

9.4. Emergency Termination

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

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT

10.1. Use of Apartment

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

10.2. Residency in Apartment

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

10.3. Changes; Relocation

We may effect changes in The Community at any time to meet the requirements of the law. You agree to temporarily relocate to other facilities provided by us without additional cost to you if it becomes necessary to vacate your Apartment in order to make such changes. In addition, you agree to relocate to a different, but substantially equivalent or better, apartment within The Community, temporarily or on a permanent basis, if it becomes necessary due to damage, renovations or similar future needs of The Community.

10.4. Furnishings

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

10.5. Alterations by You

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

10.6. Additional Charges

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

11. AMENDMENTS

11.1. This Agreement

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

11.2. Laws and Regulations

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

12. MISCELLANEOUS LEGAL PROVISIONS

12.1. Governing Law

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

12.2. Consent to Forum

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

12.3. Separability

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

12.4. Capacity

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

12.5. Residents

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

12.6. Resident Rights

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

12.7. Nature of Rights

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

12.8. Release

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

12.9. Indemnity

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

12.10. Entire Agreement

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

12.11. Tax Considerations

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

12.12. Subordination

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

12.13. Transfers

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

12.14. Law Changes

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

12.15. Residents' Association

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

12.16. Rights of Third Parties

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

12.17. Estate Planning

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

12.18. Private Employees of Residents

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

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

12.19. Compliance with Laws and Regulations

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

12.20. Complaint Resolution Process

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

12.21. Notice

All notices required by this Contract shall be in writing and mailed, via registered or certified mail return receipt requested, or hand delivered (i) to Us at our address as shown below, and (ii) to you at the address shown below, or after your Occupancy Date, by depositing the notice in your community mail box.

Meadow Ridge:

Meadow Ridge
100 Redding Road
Redding, CT 06896
Attn: Executive Director

Resident to:

The address to which notice must be delivered may be changed from time to time by either party by written notice to the other party.

12.22. Manager

We reserve the sole right to provide management of The Community in the best interests of all residents and reserve the right to manage and make all decisions concerning the admission, terms of admission and continued residence of all residents consistent with state law. Benchmark Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to The Community.

13. RESERVE POLICY

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

14. RESIDENT REPRESENTATIONS

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

15. RESIDENT HANDBOOK

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

16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

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

17. PERSONAL REPRESENTATIVE

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

18. ACKNOWLEDGEMENT

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

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

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

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

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

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

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

RESIDENT:

**BENCHMARK SENIOR LIVING
LLC on behalf of
REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____
An Authorized Representative

Resident or Resident's Representative

Witness

Witness



EXHIBIT A
LOAN AGREEMENT

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

1. Payment of Loan Proceeds.

The Loan shall be made to Meadow Ridge on the date you Occupy your Apartment in The Community or as provided in Section 1.3 of the Continuing Care Contract.

2. Interest.

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

3. Security.

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

4. Repayment.

Your Loan shall become due and payable as follows:

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

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

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

(iii) if you die or the survivor if there are two of you dies while residing in Ridge Crest or an Assisted Living Apartment and (1) at the time of such death your Apartment had been released in connection with your (or such survivor's) admission to Ridge Crest or an Assisted Living Apartment; (2) your Apartment has been occupied by a new resident to The Community and (3) the new resident has paid the applicable admission payment in full prior to your death (or the death of the survivor if there are two of you), then your Loan shall become due and payable six (6) months after the date of such death. If the conditions set forth in (1), (2) and (3) above have not been met at the time of your death, or the death of the survivor if there are two of you, then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of such death;

(iv) if you are residing or the survivor if there are two of you is residing in Ridge Crest or an Assisted Living Apartment and (1) you (or such survivor) decide to voluntarily relocate out of The Community and you terminate your Residency Agreement, (2) at the time of such move your Apartment previously had been released in connection with your (or such survivor's) admission to Ridge Crest or an Assisted Living Apartment; (3) your Apartment has been occupied by a new resident to The Community and (4) the new resident has paid the applicable admission payment in full prior to such relocation, then your Loan shall become due and payable six (6) months after the date that you actually move out of Ridge Crest or the Assisted Living Apartment, as the case may be. If the conditions set forth in (1) – (4) above have not been met at the time you move out, your Loan shall become due and payable on the earlier of (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of

your move out of Ridge Crest or the Assisted Living Apartment, as the case may be; and

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

The amount of the loan proceeds repaid may be reduced by (1) any unpaid Regular Monthly Charges owed by you, (2) any unreimbursed health care expenses that we have advanced on your behalf, (3) any charges deferred due to your financial inability to pay as provided in Section 9.2 of the Continuing Care Contract, (4) any charges due under Section 10.6 of the Continuing Care Contract and (5) any other sums owed by you to us.

5. Successors and Assigns.

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

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

RESIDENT:

**BENCHMARK SENIOR LIVING
LLC on behalf of
REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____

Resident or Resident's Representative

Witness

Witness



EXHIBIT B

Ancillary Charges

**EXHIBIT C
PRE-EXISTING CONDITIONS**

Resident:

1. Pre-Existing Condition: _____

Category: _____

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: _____

(Circle One)

Not Covered Under Monthly Fee	Covered Under Monthly Fee	Deferred Coverage Under Monthly Fee	Review Date for Coverage Under Monthly Fee*
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2. Pre-Existing Condition: _____

Category: _____

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: _____

(Circle One)

Not Covered Under Monthly Fee	Covered Under Monthly Fee	Deferred Coverage Under Monthly Fee	Review Date for Coverage Under Monthly Fee*
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The foregoing has been reviewed and agreed to by the undersigned Resident.

Signature: _____

Printed Name: _____

Date: _____

* Availability of coverage will be determined by Medical Director's assessment of pre-existing condition's continuous treatment and control as of review date.

Identification of Pre-Existing Conditions

I. Definitions

A. “Continuous Treatment and Control” - Under “Continuous Treatment and Control” means that the resident is under the care of a physician for the noted condition, and that the condition is being controlled by diet, medication or other prescribed medical treatment. Continuous Treatment and Control requires the resident’s compliance with course of treatment and monitoring prescribed by the personal physician and can be required to be periodically verified by the resident’s personal physician and/or the Community Medical Director. Deterioration in a resident’s condition despite compliance with the prescribed treatment and monitoring does not violate the requirement for Continuous Treatment and Control.

B. “Date of Covered Confinement” - The date that a resident is admitted to an Assisted Living Apartment or Ridge Crest.

C. “Operative Date” - The date on which the Continuing Care Contract is fully executed by resident and the Provider.

D. “Residency Date” - The date on which the resident takes up Occupancy in the Community.

II. Categories of Pre-Existing Conditions

Categories of pre-existing conditions are listed on the attached document entitled current or concomitant conditions.

III. Payment Obligations

If a resident has a pre-existing condition, Assisted Living Apartment and Ridge Crest stays may either be included in the Monthly Fee or be charged for on a Per Diem basis depending on the following requirements:

A. A resident must be able to demonstrate any period of 12 months (for Category A pre-existing conditions) or 24 months (for Category B pre-existing conditions) surrounding the Operative Date during which the resident has not been confined in a hospital, nursing facility or assisted living facility as a result of the pre-existing condition. If there has been such a confinement then any Assisted Living Apartment and Ridge Crest stays due to the pre-existing condition, at any time during residency in the Community, shall be on a Per Diem basis.

B. A resident who has a Category A or B pre-existing condition that is not under Continuous Treatment and Control as of the Occupancy Date shall pay for all Assisted Living Apartment and Ridge Crest stays during residency in the Community, regardless of the condition giving rise to the admission, on a Per Diem basis.

C. A confinement to an Assisted Living Apartment or Ridge Crest as a result of a Category A or B pre-existing condition that is under Continuous Treatment and Control as of the Occupancy Date shall be covered under this Contract provided that the pre-existing condition continues to be under Continuous Treatment and Control until the Date of Covered Confinement and that payment on a Per Diem basis is not otherwise required under Paragraph A above.

D. A resident who has a Category C pre-existing condition shall pay for all Assisted Living Apartment and Ridge Crest stays during residency in the Community, regardless of the condition giving rise to the admission, on a Per Diem basis.

CURRENT OR CONCOMITANT CONDITIONS

Category A

- a. Endocrine disorders
 - Diabetes
 - Thyroid disease
 - Adrenal disorder
 - Pituitary disorder
 - Other (specify) _____

- b. Stable rheumatologic disease
 - Rheumatoid arthritis
 - Osteoarthritis
 - Gout
 - Other (specify) _____

- c. Gastrointestinal disease
 - Peptic ulcer disease
 - Diverticular disease
 - Inflammatory bowel disease
 - Other (specify) _____

- d. Stable heart disease
 - Congestive heart disease
 - S/P therapy for CAD
 - Treated cardiac arrhythmia

- Hypertension
- Post pacemaker insertion
- Post myocardial infarction
- Other (specify) _____

e. Stable or reversible neurologic disease

- Post stroke or post stroke syndrome
- Myasthenia gravis
- Other (specify) _____

f. Alcoholism

Category B

a. Chronic lung disease

___ Emphysema

___ Bronchiectasis

___ Toxic lung disease

___ Lung disease secondary to lupus

___ Erythematosus or amyloidosis

___ Environmental lung disease

___ Bronchitis

___ Other (specify) _____

b. Chronic renal disease

___ Amyloidosis

___ Chronic glomerulonephritis

___ Chronic uremia

___ Chronic pyelonephritis

___ Chronic renal failure

___ Other (specify) _____

c. Active malignant diseases. Specify _____

d. Progressive neurologic disease

___ Amyotrophic lateral sclerosis

___ Parkinson's disease

___ Myopathies/neuropathies

___ Multiple sclerosis

- Huntington's chorea
- Other (specify) _____

Category C

a. Chronic brain disease (dementia)

- Chronic dementias
- Alcoholic psychoses
- Organic Brain syndrome associated with using drugs
- Korsakoff's syndrome
- Alzheimer's disease
- Short term memory loss
- Other (specify) _____

EXHIBIT D
MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS

You have the right to:

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

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

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

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

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

Complaints: Kim Hreciniak
Public Health Services Manager (860) 509-7400

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

Sylvia Crespo, Regional Ombudsman
South Western Region - Bridgeport Office
LTC Ombudsman Program
1057 Broad Street
Bridgeport, CT 06604
Work: (860) 424-5221
Fax: (860) 424-4808

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

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT E

RESIDENT COMPLAINT RESOLUTION

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

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

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

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

Dated: February 2021

EXHIBIT F
**ACKNOWLEDGEMENT OF RECEIPT OF
RESIDENT HANDBOOK**

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

The Resident Handbook also contains a list of extra charges as referenced in the Continuing Care Contract.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

Meadow Ridge

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

EXHIBIT A-2

DECLINING BALANCE CONTINUING CARE CONTRACT
(LIFE CARE)



100 Redding Road

Redding, Connecticut 06896

(203) 544-1000

DECLINING BALANCE
CONTINUING CARE CONTRACT
(Life Care)

GLOSSARY

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

“Additional Health Care Fees” means charge for assisted living above the Basic Assisted Living Services included in the Monthly Fee, as more fully described in Section 6.2. Additional Health Care Fees for lifecare residents represent a 10% discount off of private pay rates for assisted living services above the Basic Assisted Living Services.

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

"Agreement" or "Continuing Care Contract" means this Continuing Care Contract.

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

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

"Assisted Living Services" means those services provided by The Community designed to assist residents with the activities of daily living and which are in addition to the services furnished to other apartments as specified in Section 5.2 hereof.

“Basic Assisted Living Services” means Traditional Level I Plan services listed in the Assisted Living Residency Agreement (Continuing Care) or Ridge Crest Admission Agreement, as applicable, consisting of general supervision, cueing and reminders, basic administration of medication and only limited physical assistance with activities of daily living (bathing, dressing, etc.).

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

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

"Entrance Fee" or "Second Person Entrance Fee" means that fee, including the Entrance Fee Deposit, as established by us from time to time and payable by a prospective resident to us for acceptance into The Community as described in Section 1 of the Agreement, which fee, together with the Loan, forms the Admission Payment.

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

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

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

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

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

"Medical Director" means the physician designated as the medical director of Ridge Crest in accordance with Section 6.9 of the Agreement.

"Monthly Fee" means that monthly fee (including the second person monthly fee if there are two of you) payable in consideration for services and features as set forth under Section 3.2 of the Agreement.

"Occupancy" or "Occupancy Date" (including the term occupy and all tenses thereof) means the date upon which you have signed the Agreement and Loan Agreement and all related documents and have taken legal possession of your Apartment in accordance with the terms of your Agreement regardless of when (or if) you physically occupy your Apartment.

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

"Resident Handbook" means the document referenced in Section 15 of the Agreement, which will be given to the Resident(s) upon Occupancy at The Community.

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

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

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

Table of Contents

CONTINUING CARE CONTRACT	1
1. ENTRANCE FEE AND LOAN	1
1.1. ADMISSION PAYMENTS	1
1.2. ENTRANCE FEE.....	1
1.3. LOAN.....	2
1.4. CAPITAL IMPROVEMENTS FEE	2
1.5. DECLINING BALANCE OF LOAN.....	2
2. REIMBURSEMENT OF ADMISSION PAYMENTS	2
2.1. REIMBURSEMENT OF ENTRANCE FEE DEPOSIT PRIOR TO OCCUPANCY	2
2.2. FORFEITURE OF ENTRANCE FEE AFTER OCCUPANCY	3
2.3. REPAYMENT OF LOAN	3
2.4. RIGHT OF OFFSET	4
3. REGULAR MONTHLY CHARGES.....	4
3.1. RESERVED.....	4
3.2. MONTHLY FEES.....	4
3.3. REGULAR MONTHLY CHARGES.....	4
3.4. PAYMENT	4
3.5. TERMINATION OF CHARGES FOR APARTMENT.....	5
4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS.....	5
5. SERVICES PROVIDED FOR AN EXTRA CHARGE.....	7
5.1. MISCELLANEOUS ADDITIONAL SERVICES	7
5.2. CERTAIN SERVICES IN RESIDENT'S APARTMENT	7
5.3. GARAGE RENTAL FEE	7
6. ASSISTED LIVING AND RIDGE CREST	7
6.1. ACCOMMODATIONS.....	8
6.2. FIRST NINETY (90) CUMULATIVE DAYS OF ASSISTED LIVING OR NURSING CARE	8
6.3. PRE-EXISTING CONDITIONS	9
6.4. MORE THAN NINETY (90) CUMULATIVE DAYS OF ASSISTED LIVING OR NURSING CARE FOR RESIDENTS OF A SINGLE-OCCUPIED APARTMENT	9
6.5. MORE THAN NINETY (90) CUMULATIVE DAYS OF ASSISTED LIVING OR NURSING CARE FOR RESIDENTS OF A DOUBLE-OCCUPIED APARTMENT	10
6.6. OUTSIDE CARE.....	10
6.7. RETURN TO APARTMENT.....	12
6.8. SPECIAL SERVICES	12
6.9. MEDICAL DIRECTOR	12
6.10. TRANSFER FROM ASSISTED LIVING TO NURSING CARE.....	12
6.11. NON-RESIDENT USE OF ASSISTED LIVING APARTMENTS AND RIDGE CREST	12
6.12. SUPPLEMENTAL INSURANCE	13
6.13. ADMISSION AGREEMENTS.....	13
7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT	14
8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY	14
9. OUR TERMINATION RIGHTS	14
9.1. JUST CAUSE.....	14
9.2. LIMITATIONS ON TERMINATION RIGHTS FOR FINANCIAL INABILITY	15
9.3. NOTICE OF TERMINATION	16
9.4. EMERGENCY TERMINATION	16
10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT	16

10.1.	USE OF APARTMENT.....	16
10.2.	RESIDENCY IN APARTMENT.....	16
10.3.	CHANGES; RELOCATION.....	17
10.4.	FURNISHINGS	17
10.5.	ALTERATIONS BY YOU.....	17
10.6.	ADDITIONAL CHARGES	17
11.	AMENDMENTS.....	17
11.1.	THIS AGREEMENT	18
11.2.	LAWS AND REGULATIONS	18
12.	MISCELLANEOUS LEGAL PROVISIONS	18
12.1.	GOVERNING LAW	18
12.2.	CONSENT TO FORUM	18
12.3.	SEPARABILITY	18
12.4.	CAPACITY	18
12.5.	RESIDENTS	19
12.6.	RESIDENT RIGHTS	19
12.7.	NATURE OF RIGHTS.....	19
12.8.	RELEASE	19
12.9.	INDEMNITY.....	19
12.10.	ENTIRE AGREEMENT	20
12.11.	TAX CONSIDERATIONS	20
12.12.	SUBORDINATION	20
12.13.	TRANSFERS	20
12.14.	LAW CHANGES.....	20
12.15.	RESIDENTS' ASSOCIATION	20
12.16.	RIGHTS OF THIRD PARTIES	21
12.17.	ESTATE PLANNING	21
12.18.	PRIVATE EMPLOYEES OF RESIDENTS.....	21
12.19.	COMPLIANCE WITH LAWS AND REGULATIONS	22
12.20.	COMPLAINT RESOLUTION PROCESS.....	22
12.21.	NOTICE.....	22
12.22.	MANAGER	22
13.	RESERVE POLICY.....	23
14.	RESIDENT REPRESENTATIONS.....	23
15.	RESIDENT HANDBOOK.....	23
16.	ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS.....	23
17.	PERSONAL REPRESENTATIVE.....	24
18.	ACKNOWLEDGEMENT.....	25

EXHIBIT A – LOAN AGREEMENT

EXHIBIT B - ANCILLARY CHARGES

EXHIBIT C – PRE-EXISTING CONDITIONS

EXHIBIT D - MANAGED RESIDENTIAL COMMUNITY RESIDENTS'
BILL OF RIGHTS

EXHIBIT E – COMPLAINT RESOLUTION PROCESS

EXHIBIT F – ACKNOWLEDGMENT OF RECEIPT OF RESIDENT HANDBOOK

Meadow Ridge

CONTINUING CARE CONTRACT

1. ENTRANCE FEE AND LOAN

1.1. Admission Payments

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

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

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

1.2. Entrance Fee

At the time of signing this Agreement, you have paid ten percent of your Admission Payments (not including the Second Person Entrance Fee) (the "Entrance Fee Deposit"). The Entrance Fee Deposit will be held in escrow as required by Connecticut law. Except as otherwise specifically provided in this Agreement, this Entrance Fee Deposit is NON-REFUNDABLE. The balance of your Entrance Fee and the Second Person Entrance Fee, if applicable, and the Loan, as described in Section 1.3 below, shall be due and payable as defined below. Upon full payment of the Admission Payments, you may, but are not required to, physically move into your

Apartment and your legal and financial Occupancy begins. **Occupancy under this Agreement begins whether or not you move in.**

1.3. Loan

A portion of your Admission Payments detailed in Section 1.1 above will be made in the form of a Loan from you to Meadow Ridge, as set forth in this Agreement, and will be paid (by wire, bank, certified check or in certain instances, evidenced by a promissory note) to Meadow Ridge on your Occupancy Date. This Loan will be evidenced by a Loan Agreement, a copy of which is attached as Exhibit A, which will be signed on your Occupancy Date. Your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000 (which amount may be increased from time to time), is secured by the Trustee Mortgage. The Trustee Mortgage is subordinate to certain "permitted encumbrances" as defined in the Trustee Mortgage and the Indenture of Trust. A copy of the Trustee Mortgage and the Indenture of Trust is available for your review upon your request. The Loan may not be mortgaged, sold, discounted, assigned, or otherwise transferred, without our prior written approval, which approval shall not unreasonably be withheld.

1.4. Capital Improvements Fee

In addition to your Admission Payments described above, a one-time Capital Improvements Fee of \$_____ will be paid (by wire or bank or certified check) to Meadow Ridge on your Occupancy Date. This charge may be used by The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements, capital reserves or any other expense of The Community. No portion of the Capital Improvements Fee is refundable.

1.5. Declining Balance of Loan

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

2. REIMBURSEMENT OF ADMISSION PAYMENTS

2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy

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

2.1.2 If you change your mind and give us written notice of cancellation by registered or certified mail within thirty (30) days after the date of this Agreement, this Agreement will be canceled. In such event, the full amount of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within sixty (60) days of written notice, except that we will retain an amount equal to any costs that are specifically incurred by us due to your request.

2.1.3 After the thirty (30) day period, if you (or either of you if there are two of you) die at any time prior to the date your Apartment is ready for you to move in, or because of illness, injury, or incapacity, you (or either of you if there are two of you) are unable to physically move in to your Apartment under the terms of this Agreement, upon written notice to Meadow Ridge by registered or certified mail, this Agreement will be canceled, unless in the case of such illness, injury, or incapacity you (or either of you if there are two of you) choose to become a resident of Ridge Crest or an Assisted Living Apartment, as applicable in accordance with The Community's admission policies. If this Agreement is so canceled, the full amount of the Entrance Fee Deposit you have paid will be refunded to you or to your estate, without interest, within sixty (60) days of your request, except that we will retain: (i) an amount equal to any costs that are specifically incurred by us due to your request and (ii) a service fee of \$1,000.

2.1.4 In all other cases, if you cancel this Agreement prior to physically moving into the Apartment, we will retain \$20,000 and the balance of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within sixty (60) days.

2.2. Forfeiture of Entrance Fee After Occupancy

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

2.3. Repayment of Loan

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

2.4. Right of Offset

We have the right to offset any unpaid Regular Monthly Charges owed by you, any unreimbursed health care expenses we have advanced on your behalf, any amount deferred by us under Section 9.2.2, and any other sums owed by you to Meadow Ridge against any Entrance Fee Deposit refund, Loan repayment or other assets due to you.

3. REGULAR MONTHLY CHARGES

3.1. Reserved

3.2. Monthly Fees

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

3.3. Regular Monthly Charges

In addition to the Monthly Fee, you will pay all applicable Regular Monthly Charges, including, without limitation monthly charges for any optional services that you utilize and that are subject to an extra charge as provided in Section 5 below.

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

3.4. Payment

Upon Occupancy, you shall pay a pro-rated portion of the Regular Monthly Charges and Monthly Fee. Thereafter, such monthly charges will be payable on the tenth day of each month in advance, and all other Regular Monthly Charges for optional services will be paid on the tenth day of each month for the optional services obtained during the preceding month. A late charge equal to one percent (1%) shall be assessed on any Regular Monthly Charges three or more days past due.

In the event that we take action to collect amounts due under or otherwise enforce the terms of this Agreement, you are liable for reasonable attorney’s fees and/or costs of collection incurred in connection with such action.

3.5. Termination of Charges for Apartment

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

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

4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS

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

- (a)** Continental breakfast every day;
- (b)** A monthly meal credit (one credit for each day of the month), which may be used for lunch or dinner (or both) in the dining room, Bistro or in room delivery (with additional fee) (or a comparable meal plan as determined by Meadow Ridge from time to time);
- (c)** Water, sewer, air conditioning, heating, and electricity;
- (d)** Satellite or Cable TV service (as determined by Meadow Ridge);
- (e)** Property taxes, insurance on building and structures;
- (f)** Groundskeeping, landscaping, and snow removal;
- (g)** Security services;
- (h)** Building janitorial and maintenance service;

- (i) Weekly housekeeping service;
- (j) Weekly flat laundry service (one load);
- (k) Planned social, cultural and recreational activities for those who wish to participate;
- (l) One reserved space for open parking provided, however, parking spaces are only available if you own an automobile;
- (m) Carpeting (except in kitchen and bath where there will be alternate floor covering);
- (n) Complete kitchen, including refrigerator, range with oven, dishwasher, microwave oven, ductless hood fan;
- (o) Stackable washer and dryer in each apartment;
- (p) Local transportation as scheduled by us (which may change from time to time) – a description of scheduled transportation is located in the Resident Handbook, and a copy is provided to residents upon admission to The Community;
- (q) Emergency call system in your Residence through the use of a pendant, which is monitored 24-hours a day by designated Community staff;
- (r) Use of all common areas in The Community;
- (s) Use of recycling rooms on every floor;
- (t) Use of Ridge Crest pursuant to the terms of Section 6 of this Agreement; and
- (u) Use of the Assisted Living Apartments at Meadow Ridge pursuant to the terms of Section 6 of this Agreement.

You agree that we and our employees and agents shall have the right, at all reasonable times, to enter your Apartment for purposes of management, housekeeping, maintenance, enforcement of applicable laws and regulations, emergency purposes or any other reasonable purpose. Advance notice will be given except in an emergency.

5. SERVICES PROVIDED FOR AN EXTRA CHARGE

5.1. Miscellaneous Additional Services

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

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

5.2. Certain Services in Resident's Apartment

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

5.3. Garage Rental Fee

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

6. ASSISTED LIVING AND RIDGE CREST

You have the right to participate, as fully and meaningfully as you are able, in making the decision about a move to Assisted Living Apartments or Ridge Crest. If, in the opinion of your attending physician and the Medical Director, after consultation with you, assisted living in an Assisted Living Apartment or nursing care in Ridge Crest is necessitated, we will provide you with such services to the extent authorized by our license from the State of Connecticut on the terms described below. You agree that you will move to the appropriate setting within The Community, including to Ridge Crest, upon 30 days' written notice (or lesser notice in an emergency), if your continued occupancy of your Apartment or other accommodation within The Community is no longer appropriate for your care needs due to either improvement or declines in your mental or physical condition. Your Apartment may not be appropriate for occupancy by you, for example if you require 24-hour nursing care, Assisted Living Services that include 24-hour assistance, transfers requiring the assistance of two persons or other personal or health care services ordinarily not available at home; if your behavior is disruptive to other residents; if you are confused and attempt to leave the community without supervision; or are otherwise unable to care or have proper care provided for yourself. You further agree that you will move, on a temporary or permanent basis, to an appropriate off-site facility that provides treatment for mental disorders if the need for such transfer is certified by one or more physicians in accordance with state law. You will be responsible for all costs associated with your stay at such off-site facility.

6.1. Accommodations

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

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

We will provide Basic Assisted Living Services, as described below, in an Assisted Living Apartment or nursing care in Ridge Crest without additional charge for ninety (90) cumulative days for you (90 days for each Resident in a double-occupied apartment, but the allowance cannot be combined and used by only one Resident). The Monthly Fees for your Apartment and all other applicable Regular Monthly Charges will continue as before. Additionally, you will be responsible for any applicable Additional Health Care Fees.

“Additional Health Care Fees,” include charges for assisted living services above the Basic Assisted Living Services described below, charges for Alzheimer’s or other specialized memory care above the basic memory care services described below, other incidental fees listed in the Assisted Living Residency Agreement (Continuing Care) or Ridge Crest Admission Agreement. Basic Assisted Living Services that are included as part of your Monthly Fee consist of general supervision, cueing and reminders, basic administration of medications and only limited physical assistance with activities of daily living (bathing, dressing, etc.). Basic Memory Care Services that are included as part of your Monthly Fee consist primarily of general supervision, cueing and reminders and only limited physical assistance with activities of daily living. At a future date, we may provide specialized dedicated dementia care services in a separate location within the Community through our licensed Assisted Living Services Agency. If these services are provided and we determine that you need such services, you understand and agree that you will sign a separated agreement regarding such services and that additional charges will apply. Additional Health Center Fees may be increased at any time upon thirty (30) days written notice to you.

6.3. Pre-Existing Conditions

In the event, you are admitted to an Assisted Living Apartment or Ridge Crest as a result of one of the Pre-Existing Conditions identified in Exhibit C of this Contract, your fees will be as follows:

- **Single Resident** – If you release your Apartment, in lieu of the Monthly Fee you shall pay the prevailing Ridge Crest Per Diem rate established by the Executive Director (the “Per Diem”). If you reside in Ridge Crest or an Assisted Living Apartment and do not release your Apartment, you will also pay your Monthly Fee in addition to the other fees described in section 6.4 below.

- **Two Residents** – If there are two persons under this Agreement and one of you moves into an Assisted Living Apartment or Ridge Crest as a result of one of the Pre-Existing Conditions identified in Exhibit C of this Contract, you shall pay the Per Diem rate, plus your Monthly Fee. This requirement also applies if a second person is occupying your Apartment as a non-resident. If both of you under this Agreement move into Ridge Crest or an Assisted Living Apartment as a result of one of the Pre-Existing Conditions identified in Exhibit C of this Contract and do not release your Apartment, you shall pay the Per Diem for two (2) persons and your Monthly Fees in addition to the other fees described in section 6.4 below.

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

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

6.4.1 Release Apartment. If you choose to release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal the then current Monthly Fee for your Apartment plus any Additional Health Care Fees. You will continue to pay all other applicable Regular Monthly Charges.

6.4.2 Retain Apartment. If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to your current Monthly Fee plus any Additional Health Care Fees. In addition, you will continue to pay your Monthly Fee for your Apartment and all other applicable Regular Monthly Charges.

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

If one of you requires Assisted Living Services or nursing care beyond the ninety (90) cumulative days provided under Section 6.2 above, there will be no additional charge for such Basic Assisted Living Services. Additionally, you will pay any applicable Additional Health Care Fees. If both of you require care beyond the ninety (90) cumulative days, your Monthly Fee will depend upon whether you release your Apartment:

6.5.1 Release Apartment. If you release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment (first and second person) will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fees for your Apartment. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay any applicable Additional Ridge Crest Fees.

6.5.2 Retain Apartment. If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to your then current Monthly Fees (first and second person). In addition, you will continue to pay your Monthly Fees (first and second person) for your Apartment and all other applicable Regular Monthly Charges so you will be paying two times your Monthly Fees. You will also pay any applicable Additional Health Care Fees.

6.6. Outside Care

6.6.1 Assisted Living if Apartment is Not Available. If, due to unusual circumstances, there are no Assisted Living Apartments available at Meadow Ridge, you may (i) receive home health services in your Apartment at your own cost and expense and/or (ii) place your name on the Assisted Living waiting list for an Assisted Living Apartment at Meadow Ridge to be processed in accordance with Meadow Ridge's wait list policy; or (iii) relocate to, and receive care from, another assisted living facility managed by Benchmark Senior Living LLC, or if Benchmark Senior Living LLC is no longer the manager for Meadow Ridge, the then current manager of Meadow Ridge, at the same fees and any applicable additional charges as you would have paid if you had been admitted to an Assisted Living Apartment at Meadow Ridge or (iv) relocate to Ridge Crest until an Assisted Living Apartment becomes available.

6.6.2 Nursing Care if a Bed is Not Available.

If a bed in Ridge Crest is not available for you when needed, we will arrange and pay for comparable health care services for you at another facility managed by Benchmark Senior Living LLC, or if Benchmark Senior Living LLC is no longer the manager for Meadow Ridge, then then current manager of Meadow Ridge. During your stay in the outside facility, you will pay us the same fees and any applicable additional charges as you would have paid if you had been admitted to Ridge Crest. You shall have the right, on a priority basis, to return to Ridge Crest as soon as appropriate space is available.

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

6.6.4 Cumulative Days. Such a stay set forth in Sections 6.6.1 and 6.6.2 will reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2. If you choose to stay in a skilled nursing facility or assisted living facility not designated by us as set forth in Section 6.6.3 your stay will not reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2.

6.7. Return to Apartment

If you release your Apartment because you have moved to Ridge Crest or an Assisted Living Apartment, and if later in the opinion of the Medical Director, or your attending physician with the concurrence of the Medical Director, you are able to return to an apartment, we will provide you an apartment of the same type as your former Apartment as soon as one becomes available. You will be permitted to remain in Ridge Crest or your Assisted Living Apartment, as applicable, until such apartment becomes available.

6.8. Special Services

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

6.9. Medical Director

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

6.10. Transfer from Assisted Living to Nursing Care

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

6.11. Non-Resident Use of Assisted Living Apartments and Ridge Crest

We offer assisted living and nursing services to qualified non-life care residents for a fee to the extent accommodations are available. Residents will,

however, be given priority for available Assisted Living Apartments and nursing beds at Ridge Crest.

6.12. Supplemental Insurance

You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in Ridge Crest, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. If you are under the age of sixty-five (65) and do not otherwise qualify for Medicare coverage, you will obtain medical insurance coverage equivalent to the Medicare Part A and B and supplemental health insurance as described in this Section 6.12, satisfactory to us, and you will provide proof of such coverage upon request.

Any amounts paid or owing to you from Medicare, federal, state, municipal, private, or supplemental insurance plans for services rendered to you by us shall be paid to us. You will seek diligently to obtain all reimbursements, payments, proceeds or other benefits available under such plans or programs and authorize us to take such action as may be required to obtain and recover same.

6.12.1 Financial Responsibility. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in Ridge Crest, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in Ridge Crest, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in Ridge Crest. If you are eligible to receive the ninety (90) days of care in Ridge Crest as provided in Section 6.2 and your stay in Ridge Crest is a Medicare-qualified stay, such ninety (90) days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health insurance or equivalent insurance coverage. If failure to maintain Medicare Part A, Medicare Part B or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as provided in Section 9.2.2 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Continuing Care Contract as provided in this Agreement.

6.13. Admission Agreements

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

7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT

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

8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY

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

9. OUR TERMINATION RIGHTS

9.1. Just Cause

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

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

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

9.1.3 Conduct by you (or either of you if there are two of you) that constitutes a danger to yourself or others;

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

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

9.1.6 Your material misrepresentation or omission of information in the materials provided by you in the residency process, including without limitation, the representations and information provided pursuant to Section 14 of this Agreement, which, if such information had been accurate, would have been material to our decision whether or not to accept you for residency.

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

9.2. Limitations on Termination Rights for Financial Inability

If after you have paid the Admission Payments, you encounter financial difficulties making it impossible for you to pay the full Regular Monthly Charges; then:

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

9.2.2 Because it is our declared policy to not terminate your residency solely by reason of your financial inability to pay the full Regular Monthly Charges, you shall be permitted to remain at The Community based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. In such circumstances, we will defer a portion of your Regular Monthly Fees and we reserve the right to relocate

you to a smaller apartment. This Section 9.2.2 shall be rendered inoperative if you have impaired your ability to meet your financial obligations or made any misrepresentations with respect to your financial ability. Any such deferred charges shall be offset against repayment of your Loan as provided in Section 2.4. In the event there are deferred charges in excess of the Loan amount, they will be your responsibility or that of your estate.

9.3. Notice of Termination

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

9.4. Emergency Termination

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

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT

10.1. Use of Apartment

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

10.2. Residency in Apartment

Except as hereinafter provided, no person other than you (or both of you) may reside in the Apartment except with our express written approval. In the event that a second person who is not a party to this Agreement is accepted for occupancy under this Agreement at a time subsequent to the date hereof (said acceptance to be in accordance with financial and other admission policies governing all other admissions), you shall pay an Entrance Fee and, if applicable, a Second Person

Entrance Fee, as determined by us, and each month thereafter the then current applicable Regular Monthly Charges for second persons shall be paid. If such second person does not meet the requirements for occupancy, such second person will not be permitted to reside in the Apartment for more than thirty (30) days (except with our express written approval). Meadow Ridge reserves the right to adopt and revise, from time to time, its admission guidelines.

10.3. Changes; Relocation

We may effect changes in The Community at any time to meet the requirements of the law. You agree to temporarily relocate to other facilities provided by us without additional cost to you if it becomes necessary to vacate your Apartment in order to make such changes. In addition, you agree to relocate to a different, but substantially equivalent or better, apartment within The Community, temporarily or on a permanent basis, if it becomes necessary due to damage, renovations or similar future needs of The Community.

10.4. Furnishings

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

10.5. Alterations by You

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

10.6. Additional Charges

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

11. AMENDMENTS

11.1. This Agreement

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

11.2. Laws and Regulations

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

12. MISCELLANEOUS LEGAL PROVISIONS

12.1. Governing Law

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

12.2. Consent to Forum

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

12.3. Separability

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

12.4. Capacity

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

12.5. Residents

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

12.6. Resident Rights

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

12.7. Nature of Rights

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

12.8. Release

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

12.9. Indemnity

We shall not be liable for, and you agree to indemnify, defend and hold us harmless from claims, damages, settlements, and expenses, including attorney's fees and court costs resulting from any injury or death to persons and any damages to

property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission.

12.10. Entire Agreement

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

12.11. Tax Considerations

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

12.12. Subordination

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

12.13. Transfers

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

12.14. Law Changes

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

12.15. Residents' Association

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

12.16. Rights of Third Parties

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

12.17. Estate Planning

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

12.18. Private Employees of Residents

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

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

12.19. Compliance with Laws and Regulations

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

12.20. Complaint Resolution Process

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

12.21. Notice

All notices required by this Contract shall be in writing and mailed, via registered or certified mail return receipt requested, or hand delivered (i) to Us at our address as shown below, and (ii) to you at the address shown below, or after your Occupancy Date, by depositing the notice in your community mail box.

Meadow Ridge:

Meadow Ridge
100 Redding Road
Redding, CT 06896
Attn: Executive Director

Resident to:

The address to which notice must be delivered may be changed from time to time by either party by written notice to the other party.

12.22. Manager

We reserve the sole right to provide management of The Community in the best interests of all residents and reserve the right to manage and make all decisions concerning the admission, terms of admission and continued residence of all residents consistent with state law. Benchmark Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to The Community.

13. RESERVE POLICY

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

14. RESIDENT REPRESENTATIONS

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

15. RESIDENT HANDBOOK

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

16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

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

17. PERSONAL REPRESENTATIVE

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

18. ACKNOWLEDGEMENT

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

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

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

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

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

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

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

RESIDENT:

**BENCHMARK SENIOR LIVING
LLC on behalf of
REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____
An Authorized Representative

Resident or Resident's Representative

Declining balance Continuing Care Contract (4-1-21)

Witness

Witness



EXHIBIT A
LOAN AGREEMENT

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

1. Payment of Loan Proceeds.

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

2. Interest.

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

3. Security.

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

4. Repayment.

Your Loan shall become due and payable as follows:

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

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

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

(iii) if you die or the survivor if there are two of you dies while residing in Ridge Crest or an Assisted Living Apartment and (1) at the time of such death your Apartment had been released in connection with your (or such survivor's) admission to Ridge Crest or an Assisted Living Apartment; (2) your Apartment has been occupied by a new resident to The Community and (3) the new resident has paid the applicable admission payment in full prior to your death (or the death of the survivor if there are two of you), then your Loan shall become due and payable six (6) months after the date of such death. If the conditions set forth in (1), (2) and (3) above have not been met at the time of your death, or the death of the survivor if there are two of you, then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of such death;

(iv) if you are residing or the survivor if there are two of you is residing in Ridge Crest or an Assisted Living Apartment and (1) you (or such survivor) decide to voluntarily relocate out of The Community and you terminate your Residency Agreement, (2) at the time of such move your Apartment previously had been released in connection with your (or such survivor's) admission to Ridge Crest or an Assisted Living Apartment; (3) your Apartment has been occupied by a new resident to The Community and (4) the new resident has paid the applicable admission payment in full prior to such relocation, then your Loan shall become due and payable six (6) months after the date that you actually move out of Ridge Crest or the Assisted Living Apartment, as the case may be. If the conditions set forth in (1) – (4) above have not been met at the time you move out, your Loan shall become

due and payable on the earlier of (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of your move out of Ridge Crest or the Assisted Living Apartment, as the case may be; and

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

The amount of the loan proceeds repaid may be reduced by (1) any unpaid Regular Monthly Charges owed by you, (2) any unreimbursed health care expenses that we have advanced on your behalf, (3) any charges deferred due to your financial inability to pay as provided in Section 9.2 of the Continuing Care Contract, (4) any charges due under Section 10.6 of the Continuing Care Contract and (5) any other sums owed by you to us.

5. Successors and Assigns.

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

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

RESIDENT:

**BENCHMARK SENIOR LIVING
LLC on behalf of
REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____

Resident or Resident's Representative

Witness



Witness

EXHIBIT B

Ancillary Charges

**EXHIBIT C
PRE-EXISTING CONDITIONS**

Resident:

1. Pre-Existing Condition: _____

Category: _____

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: _____

(Circle One)

Not Covered Under Monthly Fee	Covered Under Monthly Fee	Deferred Coverage Under Monthly Fee	Review Date for Coverage Under Monthly Fee*
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2. Pre-Existing Condition: _____

Category: _____

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: _____

(Circle One)

Not Covered Under Monthly Fee	Covered Under Monthly Fee	Deferred Coverage Under Monthly Fee	Review Date for Coverage Under Monthly Fee*
----------------------------------	------------------------------	---	---

The foregoing has been reviewed and agreed to by the undersigned Resident.

Signature: _____

Printed Name: _____

Date: _____

* Availability of coverage will be determined by Medical Director's assessment of pre-existing condition's continuous treatment and control as of review date.

Identification of Pre-Existing Conditions

I. Definitions

A. “Continuous Treatment and Control” - Under “Continuous Treatment and Control” means that the resident is under the care of a physician for the noted condition, and that the condition is being controlled by diet, medication or other prescribed medical treatment. Continuous Treatment and Control requires the resident’s compliance with course of treatment and monitoring prescribed by the personal physician and can be required to be periodically verified by the resident’s personal physician and/or the Community Medical Director. Deterioration in a resident’s condition despite compliance with the prescribed treatment and monitoring does not violate the requirement for Continuous Treatment and Control.

B. “Date of Covered Confinement” - The date that a resident is admitted to an Assisted Living Apartment or Ridge Crest.

C. “Operative Date” - The date on which the Continuing Care Contract is fully executed by resident and the Provider.

D. “Residency Date” - The date on which the resident takes up Occupancy in the Community.

II. Categories of Pre-Existing Conditions

Categories of pre-existing conditions are listed on the attached document entitled current or concomitant conditions.

III. Payment Obligations

If a resident has a pre-existing condition, Assisted Living Apartment and Ridge Crest stays may either be included in the Monthly Fee or be charged for on a Per Diem basis depending on the following requirements:

A. A resident must be able to demonstrate any period of 12 months (for Category A pre-existing conditions) or 24 months (for Category B pre-existing conditions) surrounding the Operative Date during which the resident has not been confined in a hospital, nursing facility or assisted living facility as a result of the pre-existing condition. If there has been such a confinement then any Assisted Living Apartment and Ridge Crest stays due to the pre-existing condition, at any time during residency in the Community, shall be on a Per Diem basis.

B. A resident who has a Category A or B pre-existing condition that is not under Continuous Treatment and Control as of the Occupancy Date shall pay for all Assisted Living Apartment and Ridge Crest stays during residency in the Community, regardless of the condition giving rise to the admission, on a Per Diem basis.

C. A confinement to an Assisted Living Apartment or Ridge Crest as a result of a Category A or B pre-existing condition that is under Continuous Treatment and Control as of the Occupancy Date shall be covered under this Contract provided that the pre-existing condition continues to be under Continuous Treatment and Control until the Date of Covered Confinement and that payment on a Per Diem basis is not otherwise required under Paragraph A above.

D. A resident who has a Category C pre-existing condition shall pay for all Assisted Living Apartment and Ridge Crest stays during residency in the Community, regardless of the condition giving rise to the admission, on a Per Diem basis.

CURRENT OR CONCOMITANT CONDITIONS

Category A

- a. Endocrine disorders
 - Diabetes
 - Thyroid disease
 - Adrenal disorder
 - Pituitary disorder
 - Other (specify) _____

- b. Stable rheumatologic disease
 - Rheumatoid arthritis
 - Osteoarthritis
 - Gout
 - Other (specify) _____

- c. Gastrointestinal disease
 - Peptic ulcer disease
 - Diverticular disease
 - Inflammatory bowel disease
 - Other (specify) _____

- d. Stable heart disease
 - Congestive heart disease
 - S/P therapy for CAD
 - Treated cardiac arrhythmia

- Hypertension
- Post pacemaker insertion
- Post myocardial infarction
- Other (specify) _____

e. Stable or reversible neurologic disease

- Post stroke or post stroke syndrome
- Myasthenia gravis
- Other (specify) _____

f. Alcoholism

Category B

a. Chronic lung disease

Emphysema

Bronchiectasis

Toxic lung disease

Lung disease secondary to lupus

Erythematosus or amyloidosis

Environmental lung disease

Bronchitis

Other (specify) _____

b. Chronic renal disease

Amyloidosis

Chronic glomerulonephritis

Chronic uremia

Chronic pyelonephritis

Chronic renal failure

Other (specify) _____

c. Active malignant diseases. Specify _____

d. Progressive neurologic disease

Amyotrophic lateral sclerosis

Parkinson's disease

Myopathies/neuropathies

Multiple sclerosis

- Huntington's chorea
- Other (specify) _____

Category C

a. Chronic brain disease (dementia)

- Chronic dementias
- Alcoholic psychoses
- Organic Brain syndrome associated with using drugs
- Korsakoff's syndrome
- Alzheimer's disease
- Short term memory loss
- Other (specify) _____

EXHIBIT D
MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS

You have the right to:

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

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

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

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

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

Complaints: Kim Hreciniak
Public Health Services Manager (860) 509-7400

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

Sylvia Crespo, Regional Ombudsman
South Western Region - Bridgeport Office
LTC Ombudsman Program
1057 Broad Street
Bridgeport, CT 06604
Work: (860) 424-5221
Fax: (860) 424-4808

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

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT E

RESIDENT COMPLAINT RESOLUTION

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

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

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

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

Dated: February 2021

EXHIBIT F
**ACKNOWLEDGEMENT OF RECEIPT OF
RESIDENT HANDBOOK**

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

The Resident Handbook also contains a list of extra charges as referenced in the Continuing Care Contract.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

Meadow Ridge

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

EXHIBIT A-3

REFUNDABLE CONTINUING CARE CONTRACT
(FEE FOR SERVICE)



100 Redding Road

Redding, Connecticut 06896

(203) 544-1000

CONTINUING CARE CONTRACT

(Fee For Service)

GLOSSARY

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

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

"Agreement" or "Continuing Care Contract" means this Continuing Care Contract.

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

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

"Assisted Living Services" means those services provided by The Community designed to assist residents with the activities of daily living and which are in addition to the services furnished to other apartments as specified in Section 5.2 hereof.

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

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

"Entrance Fee" or "Second Person Entrance Fee" means that fee, including the Entrance Fee Deposit, as established by us from time to time and payable by a prospective resident to us for acceptance into The Community as described in

Section 1 of the Agreement, which fee, together with the Loan, forms the Admission Payment.

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

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

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

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

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

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

"Medical Director" means the physician designated as the medical director of Ridge Crest in accordance with Section 6.7 of the Agreement.

"Monthly Fee" means that monthly fee (including the second person monthly fee if there are two of you) payable in consideration for services and features as set forth under Section 3.2 of the Agreement.

"Occupancy" or "Occupancy Date" (including the term occupy and all tenses thereof) means the date upon which you have signed the Agreement and Loan Agreement and all related documents and have taken legal possession of your

Apartment in accordance with the terms of your Agreement regardless of when (or if) you physically occupy your Apartment.

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

"Resident Handbook" means the document referenced in Section 15 of the Agreement, which will be given to the Resident(s) upon Occupancy at The Community.

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

"Ridge Crest" means the skilled nursing facility forming a part of The Community which is intended to provide semi-private or private skilled nursing accommodations for the skilled nursing care as stated in the Agreement.

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

Table of Contents

CONTINUING CARE CONTRACT (FEE FOR SERVICE)	1
1. ENTRANCE FEE AND LOAN	1
1.1. ADMISSION PAYMENTS	1
1.2. ENTRANCE FEE.....	1
1.3. LOAN.....	2
1.4. CAPITAL IMPROVEMENTS FEE	2
2. REIMBURSEMENT OF ADMISSION PAYMENTS	2
2.1. REIMBURSEMENT OF ENTRANCE FEE DEPOSIT PRIOR TO OCCUPANCY	2
2.2. FORFEITURE OF ENTRANCE FEE AFTER OCCUPANCY	3
2.3. REPAYMENT OF LOAN	3
2.4. RIGHT OF OFFSET	3
3. REGULAR MONTHLY CHARGES.....	4
3.1. RESERVED.....	4
3.2. MONTHLY FEES.....	4
3.3. REGULAR MONTHLY CHARGES.....	4
3.4. PAYMENT	4
3.5. TERMINATION OF CHARGES FOR APARTMENT.....	5
4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS.....	5
5. SERVICES PROVIDED FOR AN EXTRA CHARGE.....	7
5.1. MISCELLANEOUS ADDITIONAL SERVICES	7
5.2. CERTAIN SERVICES IN RESIDENT'S APARTMENT	7
5.3. GARAGE RENTAL FEE	7
6. ASSISTED LIVING AND RIDGE CREST	8
6.1. ACCOMMODATIONS IN ASSISTED LIVING AND RIDGE CREST	8
6.2. ASSISTED LIVING OR NURSING CARE FOR RESIDENTS OF A SINGLE-OCCUPIED APARTMENT	8
6.3. ASSISTED LIVING OR NURSING CARE FOR RESIDENTS OF A DOUBLE-OCCUPIED APARTMENT	9
6.4. OUTSIDE CARE.....	9
6.5. RETURN TO APARTMENT.....	10
6.6. RESERVED.....	10
6.7. MEDICAL DIRECTOR	10
6.8. NON-RESIDENT USE OF ASSISTED LIVING APARTMENTS AND RIDGE CREST	10
6.9. SUPPLEMENTAL INSURANCE	11
6.10. ADMISSION AGREEMENTS.....	11
7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT	11
8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY	12
9. OUR TERMINATION RIGHTS	12
9.1. JUST CAUSE.....	12
9.2. LIMITATIONS ON TERMINATION RIGHTS FOR FINANCIAL INABILITY	13
9.3. NOTICE OF TERMINATION	14
9.4. EMERGENCY TERMINATION	14
10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT	14
10.1. USE OF APARTMENT.....	14
10.2. RESIDENCY IN APARTMENT.....	14
10.3. CHANGES; RELOCATION.....	15
10.4. FURNISHINGS	15
10.5. ALTERATIONS BY YOU.....	15

10.6.	ADDITIONAL CHARGES	15
11.	AMENDMENTS.....	15
11.1.	THIS AGREEMENT	15
11.2.	LAWS AND REGULATIONS	16
12.	MISCELLANEOUS LEGAL PROVISIONS	16
12.1.	GOVERNING LAW	16
12.2.	CONSENT TO FORUM	16
12.3.	SEPARABILITY	16
12.4.	CAPACITY	16
12.5.	RESIDENTS	17
12.6.	RESIDENT RIGHTS	17
12.7.	NATURE OF RIGHTS.....	17
12.8.	RELEASE	17
12.9.	INDEMNITY.....	17
12.10.	ENTIRE AGREEMENT	18
12.11.	TAX CONSIDERATIONS.....	18
12.12.	SUBORDINATION	18
12.13.	TRANSFERS	18
12.14.	LAW CHANGES.....	18
12.15.	RESIDENTS' ASSOCIATION.....	18
12.16.	RIGHTS OF THIRD PARTIES	19
12.17.	ESTATE PLANNING	19
12.18.	PRIVATE EMPLOYEES OF RESIDENTS.....	19
12.19.	COMPLIANCE WITH LAWS AND REGULATIONS	20
12.20.	COMPLAINT RESOLUTION PROCESS.....	20
12.21.	NOTICE.....	20
12.22.	MANAGER	20
13.	RESERVE POLICY	21
14.	RESIDENT REPRESENTATIONS.....	21
15.	RESIDENT HANDBOOK.....	21
16.	ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS.....	21
17.	PERSONAL REPRESENTATIVE	22
18.	ACKNOWLEDGEMENT.....	23

EXHIBIT A – LOAN AGREEMENT

EXHIBIT B - ANCILLARY CHARGES

EXHIBIT C – RESERVED

EXHIBIT D - MANAGED RESIDENTIAL COMMUNITY RESIDENTS'

BILL OF RIGHTS

EXHIBIT E – COMPLAINT RESOLUTION PROCESS

EXHIBIT F – ACKNOWLEDGMENT OF RECEIPT OF RESIDENT HANDBOOK

Meadow Ridge

CONTINUING CARE CONTRACT

(Fee-For-Service)

1. ENTRANCE FEE AND LOAN

1.1. Admission Payments

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

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

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

1.2. Entrance Fee

At the time of signing this Agreement, you have paid ten percent of your Admission Payments (not including the Second Person Entrance Fee) (the "Entrance Fee Deposit"). The Entrance Fee Deposit will be held in escrow as required by Connecticut law. Except as otherwise specifically provided in this Agreement, this Entrance Fee Deposit is NON-REFUNDABLE. The balance of your Entrance Fee and the Second Person Entrance Fee, if applicable, and the Loan, as described in Section 1.3 below, shall be due and payable as defined below. Upon full payment of the

Admission Payments, you may, but are not required to, physically move into your Apartment and your legal and financial Occupancy begins. **Occupancy under this Agreement begins whether or not you move in.**

1.3. Loan

A portion of your Admission Payments detailed in Section 1.1 above will be made in the form of a Loan from you to Meadow Ridge, as set forth in this Agreement, and will be paid (by wire, bank, certified check or in certain instances, evidenced by a promissory note) to Meadow Ridge on your Occupancy Date. This Loan will be evidenced by a Loan Agreement, a copy of which is attached as Exhibit A, which will be signed on your Occupancy Date. Your Loan and the loans of all other residents, up to an aggregate secured amount of \$200,000,000 (which amount may be increased from time to time), is secured by the Trustee Mortgage. The Trustee Mortgage is subordinate to certain "permitted encumbrances" as defined in the Trustee Mortgage and the Indenture of Trust. A copy of the Trustee Mortgage and the Indenture of Trust is available for your review upon your request. The Loan may not be mortgaged, sold, discounted, assigned, or otherwise transferred, without our prior written approval, which approval shall not unreasonably be withheld.

1.4. Capital Improvements Fee

In addition to your Admission Payments described above, a one-time Capital Improvements Fee of \$_____ will be paid (by wire or bank or certified check) to Meadow Ridge on your Occupancy Date. This charge may be used by The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements, capital reserves or any other expense of The Community. No portion of the Capital Improvements Fee is refundable.

2. REIMBURSEMENT OF ADMISSION PAYMENTS

2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy

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

2.1.2 If you change your mind and give us written notice of cancellation by registered or certified mail within thirty (30) days after the date of this Agreement, this Agreement will be canceled. In such event, the full amount of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within sixty (60) days of written notice, except that we will retain an amount equal to any costs that are specifically incurred by us due to your request.

2.1.3 After the thirty (30) day period, if you (or either of you if there are two of you) die at any time prior to the date your Apartment is ready for you to move in, or because of illness, injury, or incapacity, you (or either of you if there are two of you) are unable to physically move in to your Apartment under the terms of this Agreement, upon written notice to Meadow Ridge by registered or certified mail, this Agreement will be canceled, unless in the case of such illness, injury, or incapacity you (or either of you if there are two of you) choose to become a resident of Ridge Crest or an Assisted Living Apartment, as applicable in accordance with The Community's admission policies. If this Agreement is so canceled, the full amount of the Entrance Fee Deposit you have paid will be refunded to you or to your estate, without interest, within sixty (60) days of your request, except that we will retain: (i) an amount equal to any costs that are specifically incurred by us due to your request and (ii) a service fee of \$1,000.

2.1.4 In all other cases, if you cancel this Agreement prior to physically moving into the Apartment, we will retain \$20,000 and the balance of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within sixty (60) days.

2.2. Forfeiture of Entrance Fee After Occupancy

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

2.3. Repayment of Loan

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

2.4. Right of Offset

We have the right to offset any unpaid Regular Monthly Charges owed by you, any unreimbursed health care expenses we have advanced on your behalf, any amount deferred by us under Section 9.2.2, and any other sums owed by you to Meadow Ridge against any Entrance Fee Deposit refund, Loan repayment or other assets due to you.

3. REGULAR MONTHLY CHARGES

3.1. Reserved

3.2. Monthly Fees

(a) You shall pay a Monthly Fee for the services and features provided to all residents as set forth in Section 4. During the current calendar year, the Monthly Fee is \$ _____ per month for one (1) person and an additional \$ _____ per month if there are two of you (“Monthly Fee”).

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

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

3.3. Regular Monthly Charges

In addition to the Monthly Fee, you will pay all applicable Regular Monthly Charges, including, without limitation monthly charges for any optional services that you utilize and that are subject to an extra charge as provided in Section 5 below.

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

3.4. Payment

Upon Occupancy, you shall pay a pro-rated portion of the Regular Monthly Charges and Monthly Fee. Thereafter, such monthly charges will be payable on the tenth day of each month in advance, and all other Regular Monthly Charges for optional services will be paid on the tenth day of each month for the optional services obtained during the preceding month. A late charge equal to one percent (1%) shall be assessed on any Regular Monthly Charges three or more days past due.

In the event that we take action to collect amounts due under or otherwise enforce the terms of this Agreement, you are liable for reasonable attorney’s fees and/or costs of collection incurred in connection with such action.

3.5. Termination of Charges for Apartment

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

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

4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS

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

- (a) Continental breakfast every day;
- (b) A monthly meal credit (one credit for each day of the month), which may be used for lunch or dinner (or both) in the dining room, Bistro or in room delivery (with additional fee) (or a comparable meal plan as determined by Meadow Ridge from time to time);
- (c) Water, sewer, air conditioning, heating, and electricity;
- (d) Satellite or Cable TV service (as determined by Meadow Ridge);
- (e) Property taxes, insurance on building and structures;
- (f) Groundskeeping, landscaping, and snow removal;
- (g) Security services;
- (h) Building janitorial and maintenance service;

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

You agree that we and our employees and agents shall have the right, at all reasonable times, to enter your Apartment for purposes of management, housekeeping, maintenance, enforcement of applicable laws and regulations, emergency purposes or any other reasonable purpose. Advance notice will be given except in an emergency.

5. SERVICES PROVIDED FOR AN EXTRA CHARGE

5.1. Miscellaneous Additional Services

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

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

5.2. Certain Services in Resident's Apartment

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

5.3. Garage Rental Fee

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

6. ASSISTED LIVING AND RIDGE CREST

You have the right to participate, as fully and meaningfully as you are able, in making the decision about a move to Assisted Living Apartments or Ridge Crest. If, in the opinion of your attending physician and the Medical Director, after consultation with you, assisted living in an Assisted Living Apartment or nursing care in Ridge Crest is necessitated, you will be requested to relocate to an Assisted Living Apartment or Ridge Crest, either temporarily or permanently) or another health center of your choice on the terms described below. You agree that you will move to the appropriate setting within The Community, including to Ridge Crest, upon 30 days' written notice (or lesser notice in an emergency), if your continued occupancy of your Apartment or other accommodation within The Community is no longer appropriate for your care needs due to either improvement or declines in your mental or physical condition. Your Apartment may not be appropriate for occupancy by you, for example if you require 24-hour nursing care, Assisted Living Services that include 24-hour assistance, transfers requiring the assistance of two persons or other personal or health care services ordinarily not available at home; if your behavior is disruptive to other residents; if you are confused and attempt to leave the community without supervision; or are otherwise unable to care or have proper care provided for yourself. You further agree that you will move, on a temporary or permanent basis, to an appropriate off-site facility that provides treatment for mental disorders if the need for such transfer is certified by one or more physicians in accordance with state law. You will be responsible for all costs associated with your stay at such off-site facility.

6.1. Accommodations in Assisted Living and Ridge Crest

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

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

If you require Assisted Living Services or nursing care at Ridge Crest, you will be given priority access over nonresidents for admission to an Assisted Living Apartment or Ridge Crest. If you relocate, your Regular Monthly Charges will depend upon whether you choose to release your Apartment:

6.2.1 Release Apartment. If you have relocated to an Assisted Living Apartment or Ridge Crest and you choose to release your Apartment for

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

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

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

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

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

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

6.4. Outside Care

If you are in need of Assisted Living Services and there are no Assisted Living Apartments, or if you are in need of nursing care and there are no nursing

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

6.5. Return to Apartment

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

6.6. Reserved

6.7. Medical Director

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

6.8. Non-Resident Use of Assisted Living Apartments and Ridge Crest

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

6.9. Supplemental Insurance

You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in Ridge Crest, and shall furnish to us such evidence of coverage as we may from time to time request. Such supplemental insurance should cover Medicare co-insurance and deductibles. If you are under the age of sixty-five (65) and do not otherwise qualify for Medicare coverage, you will obtain medical insurance coverage equivalent to the Medicare Part A and B and supplemental health insurance as described in this Section 6.9, satisfactory to us, and you will provide proof of such coverage upon request.

Any amounts paid or owing to you from Medicare, federal, state, municipal, private, or supplemental insurance plans for services rendered to you by us shall be paid to us. You will seek diligently to obtain all reimbursements, payments, proceeds or other benefits available under such plans or programs and authorize us to take such action as may be required to obtain and recover same.

6.9.1 Financial Responsibility. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in Ridge Crest, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in Ridge Crest, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in Ridge Crest. If failure to maintain Medicare Part A, Medicare Part B or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as provided in Section 9.2.2 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Continuing Care Contract as provided in this Agreement.

6.10. Admission Agreements

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

7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT

You may live in your Apartment for as long as you (or either of you) are capable of maintaining yourself in independent living in the Apartment, or until this Agreement is terminated by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care or Assisted Living Services be given, you will be asked to relocate to

Ridge Crest or an Assisted Living Apartment at Meadow Ridge. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization, we will assist in the coordination of your transfer to an appropriate hospital. Community staff will not accompany you to the hospital nor will we be responsible for the charges associated with your transfer.

8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY

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

9. OUR TERMINATION RIGHTS

9.1. Just Cause

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

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

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

9.1.3 Conduct by you (or either of you if there are two of you) that constitutes a danger to yourself or others;

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

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

9.1.6 Your material misrepresentation or omission of information in the materials provided by you in the residency process, including without limitation, the representations and information provided pursuant to Section 14 of this Agreement, which, if such information had been accurate, would have been material to our decision whether or not to accept you for residency.

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

9.2. Limitations on Termination Rights for Financial Inability

If after you have paid the Admission Payments, you encounter financial difficulties making it impossible for you to pay the full Regular Monthly Charges; then:

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

9.2.2 Because it is our declared policy to not terminate your residency solely by reason of your financial inability to pay the full Regular Monthly Charges, you shall be permitted to remain at The Community based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. In such circumstances, we will defer a portion of your Regular Monthly Fees and we reserve the right to relocate you to a smaller apartment. This Section 9.2.2 shall be rendered inoperative if you have impaired your ability to meet your financial obligations or made any misrepresentations with respect to your financial ability. Any such deferred charges shall be offset against repayment of your Loan as provided in Section 2.4. In the event there are deferred charges in excess of the Loan amount, they will be your responsibility or that of your estate.

9.3. Notice of Termination

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

9.4. Emergency Termination

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

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT

10.1. Use of Apartment

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

10.2. Residency in Apartment

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

10.3. Changes; Relocation

We may effect changes in The Community at any time to meet the requirements of the law. You agree to temporarily relocate to other facilities provided by us without additional cost to you if it becomes necessary to vacate your Apartment in order to make such changes. In addition, you agree to relocate to a different, but substantially equivalent or better, apartment within The Community, temporarily or on a permanent basis, if it becomes necessary due to damage, renovations or similar future needs of The Community.

10.4. Furnishings

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

10.5. Alterations by You

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

10.6. Additional Charges

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

11. AMENDMENTS

11.1. This Agreement

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

11.2. Laws and Regulations

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

12. MISCELLANEOUS LEGAL PROVISIONS

12.1. Governing Law

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

12.2. Consent to Forum

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

12.3. Separability

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

12.4. Capacity

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

12.5. Residents

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

12.6. Resident Rights

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

12.7. Nature of Rights

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

12.8. Release

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

12.9. Indemnity

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

12.10. Entire Agreement

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

12.11. Tax Considerations

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

12.12. Subordination

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

12.13. Transfers

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

12.14. Law Changes

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

12.15. Residents' Association

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

12.16. Rights of Third Parties

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

12.17. Estate Planning

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

12.18. Private Employees of Residents

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

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

12.19. Compliance with Laws and Regulations

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

12.20. Complaint Resolution Process

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

12.21. Notice

All notices required by this Contract shall be in writing and mailed, via registered or certified mail return receipt requested, or hand delivered (i) to Us at our address as shown below, and (ii) to you at the address shown below, or after your Occupancy Date, by depositing the notice in your community mail box.

Meadow Ridge:

Meadow Ridge
100 Redding Road
Redding, CT 06896
Attn: Executive Director

Resident to:

The address to which notice must be delivered may be changed from time to time by either party by written notice to the other party.

12.22. Manager We reserve the sole right to provide management of The Community in the best interests of all residents and reserve the right to manage and make all decisions concerning the admission, terms of admission and continued residence of all residents consistent with state law. Benchmark Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to The Community.

13. RESERVE POLICY

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

14. RESIDENT REPRESENTATIONS

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

15. RESIDENT HANDBOOK

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

16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

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

17. PERSONAL REPRESENTATIVE

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

18. ACKNOWLEDGEMENT

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

- (1) this Agreement, which is a continuing care contract, is a financial investment and your investment may be at risk;
- (2) our ability to meet our contractual obligations under this Agreement depends on our financial performance;
- (3) you have been advised to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities before you signed this Agreement; and
- (4) DSS does not guarantee the security of your investment.

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

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

RESIDENT:

**BENCHMARK SENIOR LIVING
LLC on behalf of
REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____
An Authorized Representative

Resident or Resident's Representative

Fee For Service Residency Agreement – 04-01-2021

Witness



Witness

EXHIBIT A
LOAN AGREEMENT

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

1. Payment of Loan Proceeds.

The Loan shall be made to Meadow Ridge on the date you Occupy your Apartment in The Community or as provided in Section 1.3 of the Continuing Care Contract.

2. Interest.

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

3. Security.

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

4. Repayment.

Your Loan shall become due and payable as follows:

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

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

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

(iii) if you die or the survivor if there are two of you dies while residing in Ridge Crest or an Assisted Living Apartment and (1) at the time of such death your Apartment had been released in connection with your (or such survivor's) admission to Ridge Crest or an Assisted Living Apartment; (2) your Apartment has been occupied by a new resident to The Community and (3) the new resident has paid the applicable admission payment in full prior to your death (or the death of the survivor if there are two of you), then your Loan shall become due and payable six (6) months after the date of such death. If the conditions set forth in (1), (2) and (3) above have not been met at the time of your death, or the death of the survivor if there are two of you, then your Loan shall become due and payable on the earlier of: (A) ninety (90) days after the date that your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of such death;

(iv) if you are residing or the survivor if there are two of you is residing in Ridge Crest or an Assisted Living Apartment and (1) you (or such survivor) decide to voluntarily relocate out of The Community and you terminate your Residency Agreement, (2) at the time of such move your Apartment previously had been released in connection with your (or such survivor's) admission to Ridge Crest or an Assisted Living Apartment; (3) your Apartment has been occupied by a new resident to The Community and (4) the new resident has paid the applicable admission payment in full prior to such relocation, then your Loan shall become due and payable six (6) months after the date that you actually move out of Ridge Crest or the Assisted Living Apartment, as the case may be. If the conditions set forth in (1) – (4) above have not been met at the time you move out, your Loan shall become due and payable on the earlier of (A) ninety (90) days after the date your Apartment is occupied by a new resident to The Community and the new resident has paid the applicable admission payment in full, or (B) thirty-six (36) months from the date of

your move out of Ridge Crest or the Assisted Living Apartment, as the case may be; and

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

The amount of the loan proceeds repaid may be reduced by (1) any unpaid Regular Monthly Charges owed by you, (2) any unreimbursed health care expenses that we have advanced on your behalf, (3) any charges deferred due to your financial inability to pay as provided in Section 9.2 of the Continuing Care Contract, (4) any charges due under Section 10.6 of the Continuing Care Contract and (5) any other sums owed by you to us.

5. Successors and Assigns.

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

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

RESIDENT:

**BENCHMARK SENIOR LIVING
LLC on behalf of
REDDING LIFE CARE, LLC
d/b/a Meadow Ridge**

Resident or Resident's Representative

By: _____

Resident or Resident's Representative

Witness

Witness



EXHIBIT B

Ancillary Charges

EXHIBIT D
MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS

You have the right to:

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

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

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

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

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

Complaints: Kim Hreciniak
Public Health Services Manager (860) 509-7400

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

Sylvia Crespo, Regional Ombudsman
South Western Region - Bridgeport Office
LTC Ombudsman Program
1057 Broad Street
Bridgeport, CT 06604
Work: (860) 424-5221
Fax: (860) 424-4808

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

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT E

RESIDENT COMPLAINT RESOLUTION

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

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

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

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

Dated: February 2021

EXHIBIT F
**ACKNOWLEDGEMENT OF RECEIPT OF
RESIDENT HANDBOOK**

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

The Resident Handbook also contains a list of extra charges as referenced in the Continuing Care Contract.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

Meadow Ridge

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

EXHIBIT B-1

OWNERSHIP OF REDDING LIFE CARE, LLC

The following individuals and/or entities have a five per cent or greater ownership interest in Redding Life Care, LLC:

David Reis
David Reis Family Trust
David Reis Family Trust No. 3
David Reis Family Trust No. 4
BSL Meadow Ridge Investors LLC
Georgetown Meadows LLC

EXHIBIT B-2

MANAGER, OFFICERS AND DIRECTORS OF REDDING LIFE CARE, LLC

Directors:

David Reis

Brett Mehlman

Denise deFiebre

Thomas Grape

Manager:

Senior Care Development LLC

Officers:

David Reis – Chief Executive Officer

Brett Mehlman – Chief Operating Officer

Denise deFiebre - Senior Vice President

Tom Grape – Assistant Secretary

Jerry Liang – Assistant Secretary

Brian Danaher – Assistant Secretary

Lynda Maryanski – Assistant Secretary

EXHIBIT C

SENIOR LIVING COMMUNITIES MANAGED BY
BENCHMARK SENIOR LIVING LLC

BENCHMARK COMMUNITIES

MASSACHUSETTS	
Benchmark Senior Living at Robbins Brook 10 Devon Drive Acton, MA 01720	Atrium at Cardinal Drive 153 Cardinal Drive Agawam, MA 01001
Benchmark Senior Living at Billerica Crossings 20 Charnstaffe Lane Billerica, MA 01821	Chestnut Park at Cleveland Circle 50 Sutherland Road Brighton, MA 02135
Harbor Point at Centerville 22 Richardson Road Centerville, MA 02632	Benchmark Senior Living at Chelmsford Crossings 199 Chelmsford Street Chelmsford, MA 01824
Atrium at Veronica Drive 1 Veronica Drive Danvers, MA 01923	Benchmark Senior Living at Putnam Farm 9 Summer Street Danvers, MA 01923
Benchmark Senior Living at Forge Hill 4 Forge Hill Road Franklin, MA 02038	Benchmark Senior Living at Haverhill Crossings 254 Amesbury Road – Rt. 110 Haverhill, MA 01830
Benchmark Senior Living at Leominster Crossings 1160 Main Street Leominster, MA 01453	The Commons In Lincoln One Harvest Circle Lincoln, MA 01773
Village at Willow Crossings 25 Cobb Street Mansfield, MA 02048	Cabot Park Village 280 Newtonville Avenue Newton, MA 02460

Falls at Cordingly Dam 2300 Washington Street Newton, MA 02462	Evans Park at Newton Corner 430 Centre Street Newton, MA 02458
Ashland Farm at North Andover 700 Chickering Road North Andover, MA 01845	Atrium at Drum Hill 2 Technology Drive North Chelmsford, MA 01863
Benchmark Senior Living at Plymouth Crossings 157 South Street Plymouth, MA 02360	Benchmark Senior Living on Clapboardtree 40 Clapboardtree Street Norwood, MA 02062
Benchmark Senior Living at Shrewsbury Crossings 311 Main Street Shrewsbury, MA 01545	Benchmark Senior Living at Waltham Crossings 126 Smith Street Waltham, MA 02451
Orchard Valley at Wilbraham 2387 Boston Road Wilbraham, MA 01095	Tatnuck Park at Worcester 340 May Street Worcester, MA 01602
Atrium at Faxon Woods 2003 Falls Boulevard Quincy, MA 02169	New Pond Village 180 Main Street Walpole, MA 02081
Benchmark Senior Living at Woburn One Cedar Street Woburn, MA 01801	The Branches of North Attleboro 40 Robert F. Toner Boulevard North Attleboro, MA 02763
Adelaide of Newton Centre 157 Herrick Road Newton, MA 02459	The Branches of Marlboro 421 Bolton Street Marlboro, MA 01752
The Branches of Framingham 518 Pleasant Street Framingham, MA 01701	

MAINE

Bay Square at Yarmouth
27 Forest Falls Drive
Yarmouth, ME 04096

NEW HAMPSHIRE

Bedford Falls
5 Corporate Drive
Bedford, NH 03110

Birches at Concord
300 Pleasant Street
Concord, NH 03301

Benchmark Senior Living at Nashua
Crossings
674 West Hollis Street
Nashua, NH 03062

Greystone Farm at Salem
242 Main Street
Salem, NH 03079

Arbors of Bedford
70 Hawthorne Drive
Bedford, NH 03110

Evolve at Rye
295 Lafayette Road
Rye, NH 03870

CONNECTICUT

River Ridge at Avon
101 Bickford Extension
Avon, CT 06001

Village at Brookfield Common
246A Federal Road
Brookfield, CT 06804

Village at Mariner's Point
111 South Shore Drive
East Haven, CT 06512

Benchmark Senior Living at Hamden
35 Hamden Hills Drive
Hamden, CT 06518

<p>Village at Kensington Place 511 Kensington Avenue Meriden, CT 06451</p>	<p>Village at South Farms 645 Saybrook Road Middletown, CT 06457</p>
<p>Carriage Green at Milford 77 Plains Road Milford, CT 06461</p>	<p>Academy Point at Mystic 20 Academy Lane Mystic, CT 06355</p>
<p>Edgehill Senior Living Community & Edgehill Health Center 122 Palmers Hill Road Stamford, CT 06902</p>	<p>Benchmark Senior Living at Ridgefield Crossings 640 Danbury Road Ridgefield, CT 06877</p>
<p>Atrium at Rocky Hill 1160 Elm Street Rocky Hill, CT 06067</p>	<p>Village at Buckland Court 432 Buckland Road South Windsor, CT 06074</p>
<p>Crescent Point at Niantic 417 Main Street Niantic, CT 06357</p>	<p>Middlebrook Farms at Trumbull 2750 Reservoir Avenue Trumbull, CT 06611</p>
<p>Village at East Farms 180 Scott Road Waterbury, CT 06705</p>	<p>Coachman Square at Woodbridge 21 Bradley Road Woodbridge, CT 06525</p>
<p>Benchmark Senior Living at Split Rock 708A Bridgeport Avenue Shelton, CT 06484</p>	<p>Sturges Ridge of Fairfield 448 Mill Plain Road Fairfield, CT 06824</p>
<p>Meadow Ridge 100 Redding Road Redding, CT 06896</p>	

VERMONT

The Arbors at Shelburne
687 Harbor Road
Shelburne, VT 05482

RHODE ISLAND

Blenheim-Newport
303 Valley Road
Middletown, RI 02842

Capitol Ridge at Providence
700 Smith Street
Providence, RI 02908

Greenwich Farms at Warwick
75 Minnesota Avenue
Warwick, RI 02888

NEW YORK

Whisper Woods of Smithtown
71 St. Johnland Road
Smithtown, NY 11787

Orchard Estate of Woodbury
900 Woodbury Road
Woodbury, NY 11797

EXHIBIT D

DESCRIPTION OF THE SERVICES, BENEFITS AND POLICIES

The services provided by Meadow Ridge to residents are listed in each Continuing Care Contract which governs all such obligations. In an attempt to more fully explain the nature of these services, as well as certain benefits to residents and miscellaneous policies, the following detailed description has been prepared. The procedures to be followed in furnishing these services providing these benefits and/or implementing these policies may be modified by Meadow Ridge.

Activities Director (Ridge Crest and Assisted Living)

Meadow Ridge provides a Therapeutic Recreation Director (“Activities Director”) who is responsible for coordinating and directing the arts, crafts, social, spiritual and recreational activities for Ridge Crest residents. Meadow Ridge provides an AL Activities Coordinator who is responsible for coordinating and directing the arts, crafts, social, spiritual and recreational activities for assisted living residents.

Assisted Living Services

The following is a list of assisted living services which may be provided to residents in assisted living apartments and included in the monthly fees for such apartment for life care plan residents and are charged at the then current per diem private pay rate for fee-for-service residents:

Daily observation, continuous supervision, and certified or assistive care;

Supervision and assistance in dressing, bathing, and maintenance of good personal hygiene;

Supervision in the taking of medications;

Assistance in daily living activities;

A private room;

Three full meals per day;

Clean linens and towels as needed;

Personal laundry services;

Special diet to be provided upon order of the attending physician as long as needed; tray service available if resident is ill;

Housekeeping service;

Planned activities – social, cultural, spiritual and recreational for those who wish to participate;

Services of an activities director and social service representative;

Scheduled local transportation, conditioned upon ability to participate;

Access to telephone; and

Use of recreational and other common area facilities, conditioned upon ability to participate.

Dining Services

The number of meals offered monthly, as part of the monthly fee, is equal to the number of days in the month. The meals provided in the monthly fee may be taken at any scheduled time during the month. Additional meals are available to residents at an extra charge and billed monthly. Residents may contract on a monthly basis for additional meals at a reduced cost. Guest meals cost slightly more and may be reduced by a credit against unused meals covered by the monthly fee. Monthly fees will not be reduced for meals not taken, unless the resident gives advance notice and is absent from The Community for more than 30 days.

The services of the registered dietician will be provided to residents who require nutritional counseling at an additional charge. However, special diets are not provided for residents in the apartments. There is no additional charge to the resident for tray service when the resident is ill.

The Community reserves the right to provide alternative food service plans in the future.

For more information regarding dining services, see the Resident Handbook.

Financial Data

Meadow Ridge follows a disclosure policy on all matters except personnel salaries and disciplinary decisions regarding employees. All information about residents is handled on a confidential basis. The current disclosure statement is available for inspection by the residents at any time. The current audited financial statements for The Community for the most recently completed fiscal year is available for inspection by residents each year. Residents, through the Residents' Association, are kept informed of the annual budgeting process. Various reports and other data required under various statutes are available through the administrative office or posted as required.

Flat Laundry

Meadow Ridge provides weekly service for one load of the residents' flat laundry, which is washed, dried, and folded by the housekeeper during the regularly scheduled weekly housekeeping visit. Such services will include: sheets, pillowcases, towels, facecloths, and dishcloths. Although the use of permanent-press linen is strongly recommended, the staff will launder non permanent-press items but will not iron flat laundry.

Gratuities

No gifts, tips, gratuities or loans are allowed. Employees who accept them are subject to discharge. The Residents' Association has established an employee appreciation fund to be shared with each employee on a basis determined by the residents.

Housekeeping Services

Meadow Ridge maintains all common spaces and provides weekly housekeeping services. Housekeeping services include: cleaning and dusting the interior of the apartment with vacuuming on a weekly basis; washing and waxing of hard surface floors; and the cleaning of ovens and windows (as needed). Carpets will be spot cleaned as necessary. Staff will assist residents in arranging and moving furniture as needed during the first 12 months of occupancy at no charge. Rearranging of apartment furniture will be possible after that time at the resident's expense. Furniture will be moved at least once a year for cleaning hard-to-reach areas. Extra cleaning help will be available at an extra charge. Apartments will be painted as necessary.

Monthly Billing Service

All regular monthly charges are billed and placed in the resident's mailbox or mailed according to the resident's instructions on or before the fifth day of the month and are to be paid by the tenth day of each month.

Other Charges

Other services may be provided to residents at extra charge and added to the monthly bill. Such services include, but are not limited to: guest accommodations, guest meals over the monthly meal allowance, salon services, additional resident meals, additional housekeeping, personal laundry service, and such other reasonable services as requested.

Pets

- (a) Because of overall community concerns, including the health and convenience of the residents, pets are not allowed at the majority of continuing care communities. However, in recognition of the strong role that pets currently play in the lives of a number of residents, the following pet policy has been adopted by Meadow Ridge)

The opportunity for residents to keep pets is subject to the right of each resident of The Community to be free from any inconvenience created by other resident's pets. Pet owners should pay the costs of maintaining all programs associated with the pet policies and agreements.

- (b) Pets will be permitted in the apartments provided the resident signs a separate agreement regarding the pet.

- (c) The maintenance of a pet at The Community is a revocable privilege, and the determination of the administrator concerning the suitability of the pet and any permission or denial to keep the pet in the resident's apartment shall be final. The animal shall be spayed/neutered.

(d) The resident shall be responsible for keeping the pet properly restrained and for cleaning up after the pet. The resident shall make arrangements for the care and treatment of the pet in the event of the resident's death or inability to care for the pet and shall complete required documentation at The Community as to what arrangements have been made. The resident will restrict the pet's access to only those areas which are designated as areas in which pets are allowed.

(e) In order to protect the residents of The Community, this policy will be subject to revision from time to time.

Prescription Service

Delivery service from pharmacies is available for the resident's convenience.

Private Dining Room

A private dining room is available for use by residents and their guests. Special meals, if desired, are available at an extra charge. Advance reservations are required.

Reception Desk

The reception desk is open seven days a week, every day of the year. In addition to greeting visitors and guests to the Community, the staff can assist residents, answer questions and direct telephone calls. All regular monthly charges payments, maintenance requests, transportation services, and messages will be taken care of through the Reception Desk.

Resident Life Director

The person holding this position is responsible for scheduling group events, transportation, newsletters, and resident orientation. Arts, crafts, and activities in the residential portion of The Community are under the supervision of the social/recreation director. Hiking trails and gardening areas are provided throughout The Community's grounds for resident's use.

Residents' Association Board

The Residents' Association Board functions as the Resident Council at Meadow Ridge. The Residents' Association Board at The Community consists of no less than nine and no more than sixteen residents, who have been elected by the resident body of The Community. The Residents' Association Board represents the interests of the residents and functions in an advisory role to the Administration regarding resident welfare and interests. The Executive Director and Administrator meet with the Residents' Association Board monthly (with the exception of August) to address resident concerns, maintain mutual cooperation, and enhance the well-being of the residents of Meadow Ridge. The outcome and discussions of these meetings are then communicated to Redding Life Care.

Resident's Parking

One surface parking space will be provided for each apartment, provided the resident owns an automobile that is registered, insured and in running condition. Ample surface visitor parking also will be provided. A resident may, however, subject to availability, elect to substitute a garage for the surface parking space, provided the resident owns an automobile. In that case, the resident will rent a garage pursuant to a one-year renewable lease and pay an additional monthly garage

rental fee. Garage spaces shall be used only for motor vehicle parking and shall not be used for storage.

Salon Services

Salon services are available at extra charge. Salon charges are set by the salon team in conjunction with Community management. Salon charges are placed directly on the resident's bill.

Security

Security personnel are present 24 hours per day. For the resident's added safety, all entrance and exit doors (except the main entrance, Ridge Crest entrance and specific courtyard entrances during the day) are locked 24 hours per day, requiring the residents to use a key or pass card to gain entrance.

Supportive Services for Apartment Residents

A program of personal services is available to serve the residents. Under the direction of the Resident Health Services Director, this program's purpose is to provide assistance to residents so that independent living can continue for as long a period as possible. This program is provided under the auspices of the Meadow Ridge Assisted Living Services Agency. Services such as bathing, dressing, private duty nursing services, medication management, additional housekeeping, shopping, personal laundry and personal transportation are made available to the residents at an extra charge. Additional services, such as private duty nursing, may be provided through an approved agency at each resident's selection. Meadow Ridge reserves the right to add to, delete from, or modify such additional services and extra charges from time to time.

Telephone Service

Each apartment has "live" jacks in various locations. Actual telephone service is at the resident's expense.

Television Service

Meadow Ridge provides cable TV service through Digital Media which is included in the monthly fee. Residents may opt to order premium service (HBO, etc.) at their own expense.

Ridge Crest at Meadow Ridge

In the event a resident requires skilled nursing care, he or she may be admitted by physician's order directly to Ridge Crest from the apartment. Life care residents of The Community have priority access to Ridge Crest. Fee-for-service residents of The Community have priority access to Ridge Crest over non-residents. If a resident desires additional private nursing staff while in Ridge Crest, arrangements may be made through Ridge Crest at an extra charge to the resident. Fee-for-service residents pay our private pay rates then in effect. Visitors and volunteers are encouraged to visit the residents in Ridge Crest. Friends, relatives, or spouses may take meals with residents in Ridge Crest with advance notification.

A physician has been retained on a consulting basis to act as Medical Director for Ridge Crest. Residents are expected to be seen by their personal physician when residing in the apartments or in Ridge Crest.

If the resident requires assisted living or skilled nursing care, the resident shall enter into a separate admission agreement, the form of which will be available for review, to be signed by the resident and Meadow Ridge.

The Ridge Crest staff, in cooperation with the resident and physician, will determine the appropriate level of nursing care required by the resident upon admission to Ridge Crest. As a part of the determination, the resident's long-term ability to return to independent living will be evaluated. The nursing staff will provide an appropriate plan of care, the ultimate goal of which shall be, if at all possible, to return the resident to independent living as soon as possible. In the case of a dispute, the decision of the Medical Director shall be determinative.

If it is determined that the resident requires hospitalization, Meadow Ridge will assist in the coordination of the resident's transfer to an appropriate hospital. Community staff will not accompany the resident to the hospital nor will Meadow Ridge be responsible for charges associated with the resident's transfer.

While in Ridge Crest, the resident will be given nursing care and other supportive services as prescribed by the resident's physician within the boundaries of Ridge Crest's license. If a resident desires a private room, the resident may obtain one, if available, upon agreement to pay the additional charges for private room accommodations. The resident is responsible for the services of his/her personal physician. In the event the resident's personal physician or The Community's Medical Director orders medication, therapy, or various supplemental services for the resident's care, the resident shall be responsible for the charge of such services and medication.

Residents who are able to do so will be encouraged to return to independent living as soon as possible and may visit their apartments with the assistance of family, friends, or private nursing staff as part of the rehabilitation process, if that is a part of the nursing care plan. Ridge Crest staff will not be able to provide that service because of their need to remain in the health care area.

Transportation

Scheduled transportation services are provided Monday through Friday during normal business hours. Transportation is also available on Saturdays and Sundays to local places of worship and other planned events. Special events and personal transportation may be at extra charge to the resident.

Areas of regularly scheduled transportation will generally include local shopping centers and medical offices.

EXHIBIT E

HISTORICAL ADMISSION PAYMENTS, MONTHLY FEES, ETC.

80% REFUND ADMISSION PAYMENT

	March 2017	March 2018	April 2019	August 2020	January 2021
A1 AVON	\$506,000	\$531,300	\$555,200	\$571,900	\$589,100
A ESSEX	\$585,000	\$614,300	\$641,900	\$661,200	\$681,000
A2 FAIRFIELD	\$658,000	\$691,000	\$722,000	\$743,700	\$766,000
B GREENWICH	\$686,000	\$720,300	\$741,900	\$764,200	\$787,100
C SAUGATUCK	\$810,000	\$850,500	\$876,000	\$898,800	\$925,800
D WINDSOR	\$1,405,000	\$1,475,300	\$1,475,300	\$1,519,600	\$1,534,800

50% REFUND ADMISSION PAYMENT

	March 2017	March 2018	April 2019	August 2020	January 2021
A1 AVON	\$430,100	\$451,600	\$471,900	\$486,100	\$500,700
A ESSEX	\$497,300	\$522,200	\$545,600	\$562,000	\$587,900
A2 FAIRFIELD	\$559,300	\$587,300	\$613,700	\$632,100	\$651,100
B GREENWICH	\$583,100	\$612,300	\$630,600	\$649,600	\$669,000
C SAUGATUCK	\$688,500	\$722,900	\$744,600	\$764,000	\$786,900
D WINDSOR	\$1,194,300	\$1,254,000	\$1,254,000	\$1,291,700	\$1,304,600

DECLINING BALANCE OR TRADITIONAL ADMISSION PAYMENT

	March 2017	March 2018	April 2019	August 2020	January 2021
A1 AVON	\$354,200	\$371,900	\$388,600	\$400,300	N/A
A ESSEX	\$409,500	\$430,000	\$449,300	\$462,800	N/A
A2 FAIRFIELD	\$460,600	\$483,700	\$505,400	\$520,600	\$536,200
B GREENWICH	\$480,200	\$504,200	\$519,300	\$534,900	\$551,100
C SAUGATUCK	\$567,000	\$595,400	\$613,200	\$629,200	\$648,100
D WINDSOR	\$983,500	\$1,032,700	\$1,032,700	\$1,063,700	\$1,074,400

MONTHLY FEES

	January 2017	January 2018	January 2019	January 2020	January 2021
A1 AVON	\$4,608	\$4,757	\$4,908	\$5,072	\$5,245
A ESSEX	\$5,132	\$5,298	\$5,467	\$5,650	\$5,845
A2 FAIRFIELD	\$5,611	\$5,793	\$5,978	\$6,178	\$6,390
B GREENWICH	\$6,024	\$6,220	\$6,419	\$6,634	\$6,860
C SAUGATUCK	\$6,911	\$7,136	\$7,365	\$7,612	\$7,875
D WINDSOR	\$8,580	\$8,860	\$9,145	\$9,453	\$9,780
SECOND PERSON FEE	\$1,897	\$1,960	\$2,024	\$2,093	\$2,165

EXHIBIT F

AUDITED FINANCIAL STATEMENTS

**REDDING LIFE CARE, LLC
D/B/A MEADOW RIDGE
FINANCIAL STATEMENTS
YEAR ENDED
DECEMBER 31, 2021**

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

TABLE OF CONTENTS

	<u>PAGE(S)</u>
Independent Auditor's Report	1 - 2
Financial Statements:	
Balance Sheet	3 - 4
Statement of Comprehensive Income	5
Statement of Changes in Members' Deficit	6
Statement of Cash Flows	7
Notes to Financial Statements	8 - 20



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

Audit
Tax
Advisory
Assurance
Valuation
Litigation Support

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying financial statements of Redding Life Care, LLC d/b/a Meadow Ridge, which comprise the balance sheet as of December 31, 2021, and the related statements of comprehensive income, changes in members' deficit and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Redding Life Care, LLC d/b/a Meadow Ridge as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Redding Life Care, LLC d/b/a Meadow Ridge and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 Redding Life Care, LLC d/b/a Meadow Ridge's ability to continue as a going concern within one year after the date that the financial statements are 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 generally accepted auditing

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standards 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 generally accepted auditing standards, 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 Redding Life Care, LLC d/b/a Meadow Ridge'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 Redding Life Care, LLC d/b/a Meadow Ridge'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.

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

New Haven, Connecticut
April 29, 2022

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
BALANCE SHEET
DECEMBER 31, 2021

ASSETS

Current Assets	
Cash	\$ 12,625,949
Accounts receivable	1,287,431
Notes receivable - residents	6,724,856
Accounts receivable - related party	30,635
Prepaid expenses	99,541
Inventory of supplies	<u>53,190</u>
Total Current Assets	<u>20,821,602</u>
Restricted Cash	<u>10,408,663</u>
Property and Equipment	
Buildings and improvements	170,085,414
Land	7,018,216
Land improvements	5,260,367
Furniture and equipment	9,061,104
Vehicles	<u>586,689</u>
	192,011,790
Less: accumulated depreciation	<u>91,133,954</u>
Property and Equipment - Net	<u>100,877,836</u>
Other Assets	
Costs of acquiring contracts - net of amortization	979,358
Interest rate swap agreement	2,408,039
Security deposits	<u>9,216</u>
Total Other Assets	<u>3,396,613</u>
TOTAL ASSETS	<u>\$ 135,504,714</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
BALANCE SHEET
DECEMBER 31, 2021

LIABILITIES AND MEMBERS' DEFICIT

Current Liabilities	
Accounts payable	\$ 1,668,548
Accrued expenses	3,941,123
Accrued interest	244,004
Advance deposits	79,709
Resident loans payable - current portion	6,245,017
Capital lease liabilities - current portion	18,912
Term loans payable - current portion	<u>193,632</u>
Total Current Liabilities	<u>12,390,945</u>
Other Liabilities	
Resident loans payable - less current portion	119,787,476
Term loans payable - less current portion	78,431,118
Capital lease liabilities - less current portion	52,409
Deferred revenue from entrance fees	25,286,424
Class C partnership interest	<u>12,315,144</u>
Total Other Liabilities	<u>235,872,571</u>
Total Liabilities	248,263,516
Members' Deficit	<u>(112,758,802)</u>
TOTAL LIABILITIES AND MEMBERS' DEFICIT	<u>\$ 135,504,714</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
STATEMENT OF COMPREHENSIVE INCOME
YEAR ENDED DECEMBER 31, 2021

Operating Revenue	
Independent living services	\$ 19,901,815
Health center services	8,568,934
Assisted living services	<u>1,305,313</u>
Total Operating Revenue	<u>29,776,062</u>
Operating Expenses	
General and administrative	11,120,123
Building operations	3,475,122
Food and beverage	4,505,086
Health center services	5,897,174
Environmental services	1,297,286
Resident services	868,843
Assisted living services	<u>1,143,286</u>
Total Operating Expenses	<u>28,306,920</u>
Other Operating Income	
Amortization of entrance payments	4,451,528
Federal Paycheck Protection Program income	2,559,755
Interest and dividends	<u>1,554</u>
Total Other Operating Income	<u>7,012,837</u>
Other Operating Expenses	
Depreciation	5,693,087
Interest expense	
Loan interest	2,873,201
Amortization of financing costs	208,524
Class C partnership interest	1,260,000
Loss on disposal of equipment	85,737
Other general and administrative	<u>348,305</u>
Total Other Operating Expenses	<u>10,468,854</u>
Net Loss	(1,986,875)
Other Comprehensive Income	
Unrealized gain on interest rate swap agreement	<u>4,060,573</u>
Comprehensive Income	<u>\$ 2,073,698</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
STATEMENT OF CHANGES IN MEMBERS' DEFICIT
YEAR ENDED DECEMBER 31, 2021

	Members' <u>Deficit</u>	Accumulated Other Comprehensive <u>Loss</u>	<u>Total</u>
Balance, January 1, 2021	\$ (112,179,966)	\$ (1,652,534)	\$ (113,832,500)
Net loss	(1,986,875)	-	(1,986,875)
Unrealized gain on interest rate swap agreement	-	4,060,573	4,060,573
Distributions to members	<u>(1,000,000)</u>	<u>-</u>	<u>(1,000,000)</u>
Balance, December 31, 2021	<u>\$ (115,166,841)</u>	<u>\$ 2,408,039</u>	<u>\$ (112,758,802)</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE, LLC D/B/A MEADOW RIDGE
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2021

Cash Flows from Operating Activities	
Net loss	\$ (1,986,875)
Adjustments to reconcile net loss to net cash used by operating activities:	
Depreciation	5,693,087
Amortization of costs of acquiring contracts	143,398
Bad debt expense of provision for uncollectible accounts	76,000
Amortization of entrance payments	(4,451,528)
Amortization of deferred financing costs	208,524
Forgiveness of Paycheck Protection Program loan	(2,559,755)
Loss on disposal of equipment	85,737
Class C partnership interest	1,260,000
Changes in operating assets and liabilities:	
Accounts receivable	(568,901)
Prepaid expenses and other assets	265,270
Inventory of supplies	5,621
Costs of acquiring contracts	(266,200)
Accounts payable	(102,019)
Accrued expenses	<u>2,082,499</u>
Net Cash Used by Operating Activities	<u>(115,142)</u>
Cash Flows from Investing Activities	
Purchases of property and equipment	<u>(7,536,215)</u>
Net Cash Used by Investing Activities	<u>(7,536,215)</u>
Cash Flows from Financing Activities	
Deposits received	78,710
Deposits returned	(70,460)
Entrance fees received	6,463,123
Proceeds from resident loans	12,850,034
Repayment of resident loans	(12,834,976)
Repayment of capital leases	(17,625)
Proceeds from equipment finance loan	580,907
Repayment of equipment financing	(96,818)
Class C partnership interest	(1,018,356)
Distributions to members	<u>(1,000,000)</u>
Net Cash Provided by Financing Activities	<u>4,934,539</u>
Change in Cash, Cash Equivalents and Restricted Cash	(2,716,818)
Cash and Restricted Cash, Beginning of Year	<u>25,751,430</u>
Cash and Restricted Cash, End of Year	<u>\$ 23,034,612</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 - ORGANIZATION AND RELATED MATTERS

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

The members are not liable for any obligations of Redding Life Care, LLC, except as disclosed in Note 2. Differences in members' status are for management and profit and loss allocation purposes only.

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Revenue Recognition

The Company derives all of its revenues from providing an array of services to residents over the period of their residency in the Community. Such services include residential, social, wellness, dining, housekeeping and healthcare in accordance with occupancy agreements which specify the obligations of the Company to the resident. The Company offers a continuum of level of care units available for the residents to reside; independent living, assisted living and memory care, and skilled nursing.

Amortization of Entrance Payments

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

Under the refundable contract, residents loan the Company an amount ranging from 50% to 80% of their total admission payment. These loans are secured by a subordinate mortgage on the property held by a trustee for the benefit of all the residents. This mortgage is subordinated to the Company's term loans and any other related obligations. In addition, certain members of the Company have guaranteed a portion of these resident loans under certain conditions. Upon termination of the residency agreement, the loans become payable on the earlier of 90 days after the date the apartment is reoccupied, or up to 36 months after release of the apartment by the resident. If the apartment has been previously released in connection with admittance to the health center or an assisted living apartment and a new admission payment has been received from re-occupancy of the apartment, the loan is payable six months after the date the resident moves out of the health center or assisted living apartment.

If not repaid sooner, the loan is due and payable 30 years from the inception date of the residency agreement, the first of which would be in 2031. Under the second type of residency contract the refundable portion of the entrance payment is eliminated over time.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Revenue Recognition – (Continued)

Amortization of Entrance Payments – (Continued)

The admission payment paid by the resident gives the resident initial right to the premises and access to additional goods and services through their monthly fee. The non-refundable portion of the admission payment for these contracts is effectively an advance fee on those future services provided by monthly service fees. As such, a portion should be recognized into revenue as those services are provided. The non-refundable portion of the admission payment is recorded as deferred revenue and amortized into revenue on a straight-line basis over the estimated remaining life expectancy of each resident. For the year ended December 31, 2021, gross amortization of revenue was \$4,451,528.

Certain residents have entered into agreements with the Company which allows them to offset their monthly charges against their resident loan due to certain hardship circumstances; others who have vacated the facility have authorized the Company to withhold their amounts due to the Company for services from their resident loan. As of December 31, 2021, the noncurrent portion of resident loans payable has been reduced by \$1,464,998.

Monthly Service Fees

Monthly service fees are a component of revenue associated with the contracts with residents and are recorded as independent living services revenue and assisted living services revenue on the statement of comprehensive income. The Company recognized revenue from monthly service fees as services were provided to the residents under guidance that applies to contracts that are monthly with the option to renew. Revenue is recognized at the billing rates that the Company establishes from time to time. Ancillary fees, including billable services such as medical care, maintenance and housekeeping, and sales in the dining areas and convenience store, are recorded in the period which the related services are rendered.

Health Center Service Revenue

Health center service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered. These revenues are based on a per day rate that the Company establishes from time-to-time and is subject to contractual adjustments by Medicare and third-party insurance payers. Contractual adjustments are recognized in the period the related revenue is recorded.

Revenues from Medicare accounted for approximately 57% of the Company's net health center revenues, and 16% of the Company's total operating revenues for the year ended December 31, 2021.

Provisions for estimated third-party payer settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement.

Laws and regulations governing the Medicare program are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Revenue Recognition – (Continued)

Health Center Service Revenue – (Continued)

While no such regulatory inquiries are outstanding, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare program.

Costs of Acquiring Contracts

The Company pays commissions to its sales counsellors on all residency agreements and from time-to-time provides move-in services or other incentives to residents to sign a residency agreement for independent living units. On January 1, 2019, the Company adopted ASC 606, Revenue from Contracts with Customers, which requires all incremental costs of entering into contracts to be recognized as an asset and amortized over the expected life of the contracts. The related incremental costs for those contracts are amortized into expense in a manner that equates the recognition of revenue from non-refundable fees. At December 31, 2021, the Company capitalized incremental costs of acquiring contracts of \$1,643,703. For the year ended December 31, 2021, the Company recognized \$143,398 of amortization expense related to the contracts.

Cash and Cash Equivalents

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

Accounts Receivable

Accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company provides for losses on accounts receivable using the allowance method. The allowance is based on a review of the current status of existing receivables, historical collection experience, third party contracts, and other circumstances, which may affect the ability of residents to meet their obligations. It is the Company's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. The allowance at December 31, 2021 was \$182,469, related primarily to accounts receivable for health center services.

Notes Receivable Residents

Notes receivable from residents consist of short-term receivables from residents related to payment of the final installment of their admission payment. Often, there is a timing difference from when the sale of the prospective resident's home will be finalized and the due date of the final installment on their admission payment. In these cases, a short-term promissory note is issued to the resident, typically for 30 to 90 days. For the year ended December 31, 2021, the Company did not recognize any income from these notes. Notes receivable from residents at December 31, 2021 was \$6,724,856.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Impairment of Long-Lived Assets

Accounting principles generally accepted in the United States of America require that long-lived assets, including intangible assets with finite lives, be reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount in which the carrying amount of the assets exceeds the fair value of the assets. As of December 31, 2021, the Company determined no event or change in circumstance had occurred requiring an adjustment for impairment.

Advertising

The Company expenses all advertising costs when incurred. Advertising expense for the year ended December 31, 2021 was \$728,334, and has been included in general and administrative expenses.

Inventory of Supplies

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

Property and Equipment

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

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

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

Future Service Obligation

The Company annually calculates, in accordance with generally accepted accounting principles, the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount to the balance of deferred revenue from nonrefundable entrance fees, plus the depreciation related to resident contracts, and the unamortized cost of in-place resident contracts. If the present value of the net cost of providing future services and use of facilities exceeds the unamortized deferred revenue from nonrefundable advance fees, depreciation and amortization, a liability is recorded for the obligation to provide future services and facilities. There was no future service obligation as of December 31, 2021.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Interest Rate Swap

The Company uses an interest rate swap to manage the risk related to interest rate movement. Interest rate swaps designated as cash flow hedges are reported at fair value. The gain or loss on the effective portion of the hedge is initially included as a component of other comprehensive income and is subsequently reclassified into earnings when interest expense on the related debt is paid.

Income Taxes

Redding Life Care, LLC is classified as a partnership for income tax purposes. Accordingly, income or loss from the Company is reported by the members on their individual income tax returns, and no provision for income taxes is required in the financial statements.

Debt Issuance Costs

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

Estimates

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

NOTE 3 - RESTRICTED CASH

Restricted cash consists of the following at December 31, 2021:

Debt service reserve	\$ 6,000,268
Capital expenditure reserve	3,663,542
Workers compensation restricted cash	355,539
Security deposits and waitlist	79,710
Equipment finance restricted cash	290,454
Entrance deposit escrow	<u>19,150</u>
	<u>\$ 10,408,663</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 3 - RESTRICTED CASH – (CONTINUED)

Debt Service Reserve

The Company is required to maintain a debt service reserve under the terms of the 2020 Term Loan (see Note 4). This reserve also satisfies the Connecticut Department of Social Services (DSS) debt service reserve requirement.

Statutory Reserve

The DSS requires the Company to maintain a reserve sufficient to cover one month's operating expenses and six months of principal and interest due on the Company's long-term debt. As of December 31, 2021, the DSS requirement was satisfied by the Debt Service Reserve and the days cash on hand requirements under the Term Loan (see Note 4).

Capital Expenditure Reserve

The Company has established a reserve for capital expenditures under the 2020 Term Loan (see Note 4).

Entrance Deposit Escrow

The Company maintains an entrance deposit escrow as required by DSS. This account holds entrance deposits made by prospective residents until various statutory requirements have been met.

Workers Compensation Restricted Cash

The Company's insurance provider holds restricted cash relating to workers compensation insurance in accordance with their insurance agreement.

Equipment Finance Restricted Cash

The Company holds restricted cash equal to the amount of the remaining available proceeds from the Equipment Financing Loan (see Note 4). The cash is to be used to fund an energy efficiency project and will be disbursed when the next phase is initiated.

NOTE 4 - LOANS

Term Loan

On December 10, 2020 the Company refinanced its Senior and Junior Term Loans with a ten-year term loan from a new lender in the amount of \$80,000,000 (Term Loan). Interest on the Term Loan is to be determined by the Administrative Agent and is the greater of the adjusted based rate plus 1.55% or the adjusted LIBO rate plus 2.55%. The Company is required to make interest only payments on the term note through February 1, 2024, at which time the Company will begin making principal payments on a monthly basis according to the terms of the term note with a final payment of \$70,944,131, due on the maturity date of December 10, 2030. The Term Loan is secured by a mortgage on the real and personal property of the Company. The Term Loan includes certain financial and other covenants and the Company believes that as of December 31, 2021 it is in compliance with its covenant requirements.

Equipment Financing Loan

In August 2021, the Company obtained an unsecured three-year equipment financing loan for an energy efficiency project in the amount of \$580,907. There is no stated rate of interest, and the Company is required to make monthly payments in the amount of \$16,136. As of December 31, 2021, there are 30 remaining payments to be made.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 - LOANS – (CONTINUED)

Equipment Financing Loan – (Continued)

Term and equipment financing loans payable at December 31, 2021 consisted of the following:

Term loans payable to financial institution	\$ 80,484,089
Less: unamortized debt issuance costs	<u>1,859,339</u>
Term loans payable, less unamortized financing issuance costs	78,624,750
Less: current portion	<u>193,632</u>
Total term loans payable, less current portion	<u><u>\$ 78,431,118</u></u>

Aggregate principal payments of the term and construction loans are as follows:

Year Ending <u>December 31,</u>	
2022	\$ 193,632
2023	193,632
2024	1,120,209
2025	1,177,068
2026	1,238,144
Thereafter	<u>76,561,404</u>
	<u><u>\$ 80,484,089</u></u>

NOTE 5 - INTEREST RATE SWAP

With the December 10, 2020 Term Loan (see Note 4), the Company entered into an interest rate swap agreement, which is designed to convert the interest to a fixed rate of 3.542% on the term loan. The swap has been reflected on the Company's balance sheet at its fair value. The fair value of the swap has been determined with a variety of market data including proprietary models. For the year ended December 31, 2021, the swap agreement has an unrealized gain of \$4,060,573. The value of the swap has been classified as non-current since management does not intend to settle it during the year ending December 31, 2021. Since the critical terms of the swap and the term note are the same, the swap is assumed to be highly effective as a hedge, and none of the change in its fair value is included in income. Accordingly, the adjustment of the swap's carrying amount is reported as other comprehensive income.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 6 - FAIR VALUE MEASUREMENT

The Company has characterized its financial assets and liabilities into a three-level fair value hierarchy, based on the priority of the inputs used to value these assets. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities [Level 1], and the lowest priority to unobservable inputs [Level 3]. If the inputs used to measure the financial assets and liabilities fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the investment. Financial assets and liabilities recorded in the balance sheet are categorized based on the inputs to valuation techniques as follows:

Level 1: These are assets and liabilities where values are based on unadjusted quoted prices for identical assets and liabilities in an active market where the Company has the ability to access.

Level 2: These are assets and liabilities where values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the investments such as financing rate and yield curves that are observable at commonly quoted intervals.

Level 3: These are assets where values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect the assumptions of management about assumptions market participants would use in pricing the investments.

The Company’s financial instruments consist principally of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and the term loan financing agreements. The carrying amount of these financial instruments approximates fair value. The Company’s other financial instrument is the interest rate swap. The swap is categorized as a Level 3 investment and has been valued using a variety of market data used as inputs into the valuation calculation, including proprietary models that are internally generated by the bank.

The reconciliation of the Level 3 investment in the interest rate swap is as follows:

Fair value of interest rate swap, January 1, 2021	\$(1,652,534)
Unrealized gain	<u>4,060,573</u>
Fair value of interest rate swap, December 31, 2021	<u>\$ 2,408,039</u>

NOTE 7 – CLASS C PARTNERSHIP INTEREST

On December 10, 2020 the Company received \$12,000,000 for a “preferred” class of members equity, the Class C Member. The Class C Member’s equity interest and any outstanding preferred return is mandatorily redeemable on the 91st day following the maturity date of the Term Loan (see Note 4). The Class C Member also has a preference if the Company was to liquidate (see Note 8). The preferred return is 10.50% per annum on the unreturned Class C capital when distributions are not permitted or permitted and made under the operating agreement and 12.5% when distributions are permitted but not made.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 7 - CLASS C PARTNERSHIP INTEREST – (CONTINUED)

The Class C partnership interest return was \$1,260,000 for the year ended December 31, 2021. The Company made a payment of \$1,018,356 during the year and \$315,144 has been accrued with the Class C partnership interest on the balance sheet.

NOTE 8 - MEMBERS' DEFICIT

Members' deficit is comprised of the following classes as of December 31, 2021:

Class A members	\$ (86,452,174)
Class B members	<u>(26,306,628)</u>
	<u>\$ (112,758,802)</u>

Income is allocated in proportion to the respective Class A and Class B members percentage of ownership.

Distributions are to be paid first to the Class C Member (see Note 7) in amounts equal to any unpaid preferred return, any remaining distributable amounts are allocated between the three member classes according to the operating agreement. The Class A and B distributions are allocated in proportion to the respective Class A and B member's percentages. The Class C member does not share in the profits or losses of the Company.

NOTE 9 - OPERATING LEASES

The Company leases medical equipment, office equipment, and vehicles under non-cancellable operating leases which expire at various times through 2024. Rental expense was \$58,649 for the year ended December 31, 2021.

The future minimum payments under operating leases are:

Year Ending <u>December 31,</u>	
2022	\$ 17,344
2023	2,040
2024	<u>2,040</u>
	<u>\$ 21,424</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 10 - OBLIGATIONS UNDER CAPITAL LEASE

The Company financed the acquisition of a vehicle with a capital lease through a financial institution. The asset and liability under the capital lease obligations were initially recorded at the lower of the net present value of the minimum lease payments or fair market value. The asset is depreciated using the straight-line method of depreciation based on the estimated useful life of five years. The lease agreement includes a transfer of ownership at the end of the lease term on May 31, 2025.

The asset held under a capital lease at December 31, 2021 is shown as property equipment on the balance sheet as:

Vehicles	\$ 114,540
Less: accumulated depreciation	<u>17,181</u>
	<u>\$ 97,359</u>

The following is a schedule by year of the future minimum payments required under the lease together with their present value:

Year Ending <u>December 31,</u>	
2022	\$ 23,952
2023	23,952
2024	23,952
2025	<u>9,928</u>
Total minimum lease payments	81,784
Less: amount representing interest	<u>10,463</u>
Present value of net minimum lease payments	71,321
Less: current portion	<u>18,912</u>
	<u>\$ 52,409</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 11 - CONCENTRATION OF CREDIT RISK

The Company maintains its cash and cash equivalents at various financial institutions. The balances held in these accounts at December 31, 2021 exceeded the insured amounts by \$22,483,040.

Receivables from residents, patients, and third-party payers are as follows at December 31, 2021:

Private pay - independent living	12%
Private pay - assisted living and health center	32%
Medicare	26%
Third-party insurance and other	<u>30%</u>
	<u>100%</u>

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

NOTE 12 - CONTINGENCIES

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

NOTE 13 - RELATED PARTY TRANSACTIONS

Asset Management Fees

The Company has agreed to pay its manager, an affiliate with common members, an annual asset management fee of 1.00% of gross operating revenues, subject to a minimum of \$300,000. For the year ended December 31, 2021, the Company incurred management fees of \$300,080. There were no amounts included in accounts payable as of December 31, 2021.

Business Associate Agreement

The Company has a contract with a management company, which is a member of Redding Life Care, LLC, to provide management services and administrative support under an agreement that expires on January 1, 2026. The agreement provides for the payment of certain direct expenses, a management fee based on 3.75% of operating revenues, subject to a minimum of \$1,000,000, and allocated payroll expenses. For the year ended December 31, 2021, the Company incurred management fees of \$1,007,969, and reimbursable expenses of \$412,288. As of December 31, 2021, the Company had a receivable from the management company of \$30,637 and a payable for allocated wages of \$10,478.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 14 - PROFIT SHARING PLAN

The Company participates in a salary reduction/profit-sharing plan (Plan) maintained by its manager under the provisions of Section 401(k) of the Internal Revenue Code. The Plan covers substantially all full-time employees. Employees may begin making elective deferrals on their date of hire and employees who have completed one year of service will be eligible for discretionary matching contributions by the Company. Employer contributions to the Plan for the year ended December 31, 2021 was \$99,059.

NOTE 15 - SUPPLEMENTAL CASH FLOW INFORMATION

	Year Ended December 31, <u>2021</u>
Interest paid	<u>\$ 2,629,197</u>
Supplemental disclosures of non-cash investing and financing activities:	
Purchase of assets included in accounts payable	<u>\$ 1,571,543</u>
Admissions payments financed via notes receivable	<u>\$ 6,724,856</u>
Prior year deposits applied to nonrefundable entrance fees	<u>\$ 162,070</u>
Reconciliation of cash, cash equivalents, and restricted cash to the Statements of Cash Flows at December 31, 2021:	
Cash and cash equivalents	\$ 12,625,949
Cash held in escrow	<u>10,408,663</u>
Total cash, cash equivalents, and restricted cash shown in the statements of cash flows	<u>\$ 23,034,612</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 16 - COVID-19 RELIEF FUNDS

On April 17, 2020, the Company received proceeds in the amount of \$2,559,755 under the Federal Paycheck Protection Program (PPP) established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The loan and accrued interest are forgivable as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains payroll levels. The Company used the loan proceeds for the purposes consistent with the PPP guidelines and the entire loan was forgiven on September 9, 2021.

The COVID-19 outbreak in the United States and throughout the world is disrupting supply chains and affecting production and sales across a range of industries. The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on the Company's residents, employees and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the Company's financial condition or results of operations is uncertain.

NOTE 17 - SUBSEQUENT EVENTS

There were no subsequent events through April 29, 2022, which was the date the financial statements were available to be issued.

EXHIBIT G

PRO FORMA INCOME STATEMENT

Meadow Ridge Senior Living Community

3-Year Pro Forma Projection

(\$ in thousands)

	Projected		
	2022	2023	2024
Average Age	88	88	88
Capacity			
IL	285	285	285
AL	21	20	20
MC	0	21	21
SNF	62	62	62
Total Capacity	368	388	388
IL	221	222	223
IL Sec Occ	51	48	48
Subtotal IL	272	270	271
AL Lifecare	14	14	14
AL Private Pay	3	4	4
Subtotal AL	17	18	18
MC Lifecare	-	10	10
MC Private Pay	-	8	8
Subtotal MC	-	18	18
SNF Medicare	17	18	18
SNF Private Pay	9	9	9
SNF Lifecare	17	17	17
SNF HMO	4	5	5
Subtotal SNF	47	49	50
Total	337	355	357
Turnover			
IL	32	32	32
AL	7	7	7
MC	-	9	9
SNF	320	330	340
Subtotal	359	378	389
Operating Revenue			
Room Revenue	29,423	32,497	33,664
Care Revenue	860	1,122	1,165
Ancillary & Other Revenue	908	990	1,025
Total Operating Revenue	31,191	34,609	35,855
Operating Expenses			
Labor	16,352	18,111	18,751
Food	1,616	1,799	1,867
Supplies	920	1,025	1,063
Repairs & Maintenance	572	621	640
Building Contracts	757	823	847
Sales Contracts	1,336	925	953
Other Contracts	677	735	757
Therapy Services	1,005	1,124	1,169
Ancillary Services	455	509	532
Insurance	516	560	577
Utilities	1,569	1,704	1,755
Management Fees	1,365	1,471	1,524
Real Estate Taxes	2,420	2,628	2,707
Other Operating Expenses	1,048	1,119	1,153
Total Operating Expenses	30,608	33,153	34,294
Net Operating Income	583	1,456	1,560
Net Entrance Fees	9,947	10,551	10,867
Recurring Capital Expenditures	(2,450)	(2,572)	(2,700)
Cash Flow Before Debt Service	8,080	9,435	9,728
Debt Service	(2,873)	(2,873)	(3,975)
Net Cash Flow*	5,207	6,563	5,753

EXHIBIT H

CURRENT FEE SCHEDULES

RATE SCHEDULE

January 1, 2022

Admission and Monthly Service Fees

Floor Plan	ADMISSION FEE REFUND OPTIONS			MONTHLY SERVICE FEE OPTIONS
	80% Refund	50% Refund	Declining Refund	Lifecare
AVON 1 Bed, 1 Bath • 850 Sq. Ft.	\$599,000	\$494,200	N/A	\$5,565
ESSEX 1 Bed, 1.5 Bath • 1,050 Sq. Ft.	\$720,000	\$594,000	N/A	\$6,205
FAIRFIELD 1 Bed, Den, 1.5 Bath • 1,250 Sq. Ft.	\$799,000	\$659,200	\$539,300	\$6,785
MADISON 1 Bed, Den, 2 Bath • 1,350 Sq. Ft.	\$845,000	\$697,100	\$570,400	\$7,285
GREENWICH 2 Bed, 2 Bath • 1,350 Sq. Ft.	\$845,000	\$697,100	\$570,400	\$7,285
SAUGATUCK 2 Bed, Den, 2 Bath • 1,550 Sq. Ft.	\$975,000	\$804,400	\$658,100	\$8,360
WINDSOR 2 Bed, Den, 2.5 Bath • 2,600 Sq. Ft.	\$1,700,000	\$1,402,500	\$1,147,500	\$10,385
Additional Second-Person Fee(s):	\$40,000 (non-refundable)	\$40,000 (non-refundable)	\$40,000 (non-refundable)	\$2,300

Other: There is a one-time, non-refundable community fee of \$6,000 paid at closing.

Pricing may vary. Pricing as of 1/25/2022.