

## **DISCLOSURE STATEMENT**

**EDGEHILL SENIOR LIVING COMMUNITY  
PALMERS HILL ROAD  
STAMFORD, CONNECTICUT**

Provider: B-IX Edgehill LLC

Manager: Benchmark Senior Living LLC

Effective: November 14, 2011 (as revised May 31, 2014)

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### **NOTICE**

**ALL CONTINUING CARE RETIREMENT COMMUNITIES IN CONNECTICUT MUST REGISTER WITH THE CONNECTICUT DEPARTMENT OF SOCIAL SERVICES PURSUANT TO CONNECTICUT GENERAL STATUTES §17b-521.**

**REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT OF THE FACILITY BY THE DEPARTMENT OF SOCIAL SERVICES OR STATE OF CONNECTICUT, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET OUT IN THE DISCLOSURE STATEMENT.**

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## **I. NAME AND ADDRESS OF PROVIDER**

B-IX Edgehill LLC (the “Provider”), a Delaware limited liability company, operates the continuing care retirement community known as the Edgehill Senior Living Community located at 122 Palmers Hill Road, Stamford, Connecticut 06902.

Benchmark Senior Living LLC manages Edgehill Senior Living Community under a Management Agreement with the Provider.

The real property is owned by Edgehill Property Corp., 40 William Street, Suite 350, Wellesley, MA 02481. Edgehill Property Corp. is a nominee of Benchmark Investments IX LLC, a Delaware limited liability company. Edgehill Property Corp. leases the real property to Benchmark Investments IX LLC, which subleases the property to B-IX Edgehill LLC.

## **II. OFFICERS AND DIRECTORS/OWNERSHIP INFORMATION**

B-IX Edgehill LLC’s sole member is Benchmark Investments IX LLC. An organizational chart listing all persons and entities with five percent (5%) or greater ownership in B-IX Edgehill LLC is attached as Exhibit B.1. Thomas H. Grape is the principal owner, Chairman and CEO of Benchmark Senior Living LLC, which manages Edgehill Senior Living Community.

A list of the Officers and Directors of B-IX Edgehill LLC is attached as Exhibit B.2.

## **III. BUSINESS EXPERIENCE**

B-IX Edgehill LLC is a single purpose limited liability company created to operate Edgehill Senior Living Community. B-IX Edgehill LLC’s affiliates and owners, as well as the Manager, Benchmark Senior Living, have extensive experience operating senior living communities throughout New England.

Benchmark Senior Living manages Edgehill’s day-to-day operations pursuant to a management agreement with the Provider. Benchmark Senior Living, based at 40 William Street, Suite 350, Wellesley, Massachusetts

02481, 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 assisted living communities and nursing homes.

For more information regarding Benchmark Senior Living LLC, please visit [www.benchmarkseniorliving.com](http://www.benchmarkseniorliving.com).

#### **IV. JUDICIAL PROCEEDINGS**

Neither B-IX Edgehill LLC, Benchmark Senior Living LLC, nor any member of either organization's Board of Directors 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 on Exhibit B.1 have been subject to any action described in Section 17b-522(b)(4) of the Connecticut General Statutes.

#### **V. AFFILIATION**

B-IX Edgehill LLC is not affiliated with any religious, charitable or other nonprofit organization. Thomas H. Grape, the President of B-IX Edgehill LLC, has ownership interests in Benchmark Senior Living LLC and in the operating entities for the communities listed in Exhibit C.

Benchmark Investments IX LLC and B-IX Edgehill LLC are jointly responsible for payment of entrance fee refunds under the terms of the Continuing Care Bond that is part of the Edgehill Continuing Care Contract. No other affiliate is responsible for the financial or contractual obligations of B-IX Edgehill LLC. Neither B-IX Edgehill LLC nor its affiliates are exempt from payment of income tax.

## VI. DESCRIPTION OF PROPERTY

The Community is located on a 22-acre wooded site in Stamford, Connecticut, at the intersection of Havemeyer Lane and Palmers Hill Road. Travel access to the site from all parts of Fairfield County is accomplished via several major routes within close proximity, including I-95, Route 1, and the Merritt Parkway. Shopping, professional offices, restaurants, churches and synagogues, and other amenities are within easy driving distance of the site.

The site is residential in nature and is surrounded by single family homes and light commercial businesses, including a children's Day Care Center and United Way offices. Access to the property is available from Palmers Hill Road, Havemeyer Lane and Dorr Oliver Drive.

As a continuing care senior living community, Edgehill includes a large Community Center with various common areas, 207 independent living residences and a Health Center which includes 20 residential units with assisted living services and 60 skilled nursing beds; all are contained in a single building of three stories on the site.

Independent Living - There are 207 independent living units located on three floors of the building. Residents have their choice of 15 different floor plans. Unit sizes for one bedroom units range in size from approximately 765-971 square feet and two bedroom units range from 1022-1864 square feet (see Exhibit F which lists all of the different independent living units by Entrance Fee and Monthly Fee). All units include balconies or ground floor patios. Surface parking facilities are provided. Underground garage parking is available for an additional charge.

Each independent living unit includes:

- Emergency call system.
- Wall-to-wall carpeting, window treatments, linen and clothing closets.
- Individually controlled heating and air conditioning.
- Fully equipped kitchen, including a refrigerator, range, microwave, self-cleaning oven, dishwasher and garbage disposal and microwave.

- Stacked washer/dryer unit (side-by-side in some unit types).
- Pre-wired for telephone and television use.

Community Center - The Community Center is located on the first floor and serves as the hub for all social, dining, and recreational activities. Provided below is a list of the specialized areas located within the Community Center.

- |                                |                       |
|--------------------------------|-----------------------|
| • Lobby/Reception              | • Greenhouse          |
| • Administrative Offices       | • Indoor Pool         |
| • Kitchen                      | • Banking Center      |
| • Main Dining Room             | • Private Dining Room |
| • Activities Room              | • Beauty/Barber Shop  |
| • Library                      | • Lounges             |
| • Women's & Men's Locker Rooms | • Convenience Store   |
| • Guest Suites                 | • Grille/Café         |
| • Pub                          | • Multi-Purpose Room  |
| • Fitness Center               | • Billiard/Card Rooms |

Health Center - The Health Center includes 20 residential units with assisted living services, 58<sup>1</sup> skilled nursing beds, and a Wellness Center serving all Edgehill residents.

Assisted Living - Assisted living services are provided in 20 residential units or "suites," located on the third floor. Each suite has its own bathroom, wall-to-wall carpeting, emergency call system, closet space, mini-refrigerator and a built-in storage area for microwave. The suites are equipped with individually controlled heating and air conditioning and are wired for telephone use and cable television. Services provided include basic assistance with activities of daily living such as bathing, dressing, grooming, toileting, etc., and assistance with medications. Assisted living services are also available in the independent living units. Additional fees apply for supplemental assisted living services.

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<sup>1</sup> Edgehill is licensed for 60 skilled nursing beds.

Skilled Nursing - The 58<sup>2</sup> skilled nursing beds are located on the second floor of the Health Center and contain 16 private and 21 semi-private rooms. All rooms are carpeted and furnished. Services provided include a range of restorative nursing services and rehabilitative therapies. The skilled nursing facility includes a central bathing area, a dining room, therapy room, beauty/barber shop, activities room, and lounges. The skilled nursing facility also includes a secure Memory Care Center with 2 private and 9 semi-private rooms (included in the skilled nursing beds count listed above), offering specialized Alzheimer's and dementia care programs. Additional fees apply to the special Memory Care program.

## **VII. BENEFITS INCLUDED**

All prospective residents will enter into a Continuing Care Contract which will specify the particular apartment to be occupied and the Entrance Fee and Monthly Fee to be paid. The following amenities and services are provided at no additional charge:

- Meals: lunch or dinner in the Community Dining Room subject to a total monthly meal cap per person equal to the number of days in the month (e.g. 31 meals in January; 30 meals in November). Additional fees will apply for meals in the Health Center.
- Weekly housekeeping.
- Weekly laundering of bed linens and towels.
- Routine maintenance and repairs of Community property and equipment.
- 24 hour emergency call system and smoke alarms within each residence.
- Maintenance of all common areas and grounds.
- All utilities except telephone.
- Basic television programming.
- The apartment will include a fully equipped kitchen, washer/dryer, wall-to-wall carpeting, window coverings, individually controlled thermostats, and balcony or ground floor patio.
- Storage facilities.

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<sup>2</sup> Edgehill is licensed for 60 skilled nursing beds.

- Outdoor parking.
- Landscaped grounds and courtyard areas.
- Scheduled transportation to local doctors, shopping, etc. (additional costs may apply).
- Diverse activities/social programs.
- Basic assisted living services in the Health Center, primarily cuing and reminders, basic administration of medications, and only limited physical assistance with activities of daily living.\*
- Basic dementia care services in the Health Center's Harbor Memory Care skilled nursing area, which consists primarily of cuing and reminders, and only limited physical assistance with activities of daily living.\*
- Routine skilled nursing care in the Health Center.\*

\*NOTE: Please review the Continuing Care Contract attached as Exhibit A regarding payment for assisted living services above the basic services described above, memory care skilled nursing services above the basic services described above, and routine skilled nursing care in the Health Center. 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 identified in the pre-residence medical examination, whether the move to the Health Center is temporary or permanent and whether you share your apartment with another person.

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 changes in services.

## **VIII. INTEREST ON DEPOSITS**

Interest and returns earned on entrance fee deposits or any other deposits held in escrow are retained by the Provider.



## **IX. TERMINATION OF CONTRACT AND ENTRANCE FEE REFUNDS**

Conditions under which the contract may be terminated and procedures for termination are described in Article VI of the Continuing Care Contract (Exhibit A).

The entrance fee refund to which a resident is entitled and the terms under which it will be paid are set forth in the Continuing Care Bond, attached to the Continuing Care Contract.

## **X. 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.

## **XI. MARRIAGE OF A RESIDENT**

If a resident of the Community marries a non-resident who meets entrance requirements, the spouse may become a resident of the Community and may become a party to the contract. In that event, the resident spouse will pay the prevailing Second Person Entrance Fee and Second Person Monthly Fee. If the spouse does not or cannot become a party to the contract, he or she may occupy the resident's apartment on a non-resident basis. The resident spouse would pay the prevailing Second Person Monthly Fee.

If two residents marry, either resident may terminate his or her continuing care contract and release his or her apartment. The terminating resident may then become a party to his/her spouse's continuing care contract and become a second occupant in the occupied apartment. The Monthly Fee will be adjusted so as to equal the Monthly Fee that applies to double occupancy of the occupied apartment.

## **XII. DISPOSITION OF PERSONAL PROPERTY**

Personal property shall be removed from the resident's apartment within thirty (30) days after termination of the continuing care contract. If the resident is residing in the Health Center at the time of termination, his/her personal property must be removed within seven (7) days after termination.

If a resident's personal property is not removed as provided above, the Provider has the right to remove and store it at the resident's expense for up to six (6) months, after which time it may be sold and the proceeds (less expenses) will be credited to the resident's account.

Payment of the Monthly Fee shall continue to be required on a prorated basis until all property is removed from the apartment or the Health Center.

## **XIII. TAX CONSEQUENCES**

Edgehill 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.

## **XIV. RESERVE FUNDING & ESCROWS**

As required by law, B-IX Edgehill LLC maintains escrow accounts with U.S. Bank National Association in an amount sufficient to cover one month's operating expenses (excluding debt service) and twelve month's principal and interest payments on first mortgage financing; and with Bank of America for deposits received from prospective residents, which are released to the Provider when the apartment becomes available for occupancy or the deposit is refunded.

## **XV. FINANCIAL STATEMENTS**

B-IX Edgehill LLC purchased the Community and began operations on November 14, 2011.

Audited and certified financial statements of Benchmark Investments IX LLC and B-IX Edgehill LLC for the period since inception are provided in Exhibit D. 1. Current Actuary tables 17b-533-6 (Questions 2-8) prepared for, and filed by, B-IX Edgehill LLC respondent to Regs., Conn. State Agencies §17b-533-6(a)(2-10) are also provided in Exhibit D.2.

## **XVI. PRO FORMA INCOME STATEMENTS**

The pro forma income statements projected for Edgehill for the next five years are attached as Exhibit E.

## **XVII. ENTRANCE FEES & PERIODIC CHARGES**

Entrance and monthly fees for Edgehill are set forth in Exhibit F.

B-IX Edgehill LLC has operated Edgehill beginning November 14, 2011; therefore, the historical Entrance Fee/Monthly Fee Increases set forth below through 2011 are those reported by the prior owner, Continuing Care Retirement Community of Greater Stamford, Inc., while the historical Entrance Fee/Monthly Fee Increases set forth below beginning with 2012 are those reported by B-IX Edgehill LLC. Historically, there have been two categories of Monthly Fee adjustments each year: an “internal” increase that applies to all Edgehill residents as of the date of increase and an “external” increase for all individuals entering Edgehill as residents during the year in which the increase is implemented. The following summarizes historic Entrance Fee and Monthly Fee increases in each category since the Community’s opening as reported by Continuing Care Retirement Community of Greater Stamford, Inc.

**HISTORICAL ENTRANCE FEE/MONTHLY FEE INCREASES**

<b>YEAR</b>	<b>MONTHLY FEES</b>		<b>ENTRANCE FEES</b>
	<b>INTERNAL</b>	<b>EXTERNAL</b>	
<b>2008</b>	4.60 %	4.60 %	4.00 %
<b>2009</b>	3.90 %	4.00 %	0.00 %
<b>2010</b>	3.30 %	3.30 %	0.00 %
<b>2011</b>	4.10%	4.10%	4.10%
<b>2012</b>	NA**	4.00%	4.50%*
<b>2013</b>	4.50%	5.00%	5.00%*
<b>2014</b>	4.80%	4.40%	4.50%

\*Weighted Average

\*\*Not Applicable for Internal Monthly Fees. Per the Continuing Care Contract, monthly fees are increased annually. Monthly fees were increased 10/1/2011.

**XVIII. PREPAID OBLIGATIONS, ACTUARIAL VALUE**

The total actuarial prepaid health care obligation for assisted living and nursing care for Edgehill as of December 31, 2013, is \$23,361,472 or \$89,852 per resident. The total actuarial prepaid health care obligation for nursing care only as of December 31, 2013, is \$15,079,658 or \$57,999 per person.

**XIX. DEPARTMENT OF SOCIAL SERVICES FILINGS**

All additional materials required to be filed with the Department of Social Services under state regulations for the Management of Continuing Care Facilities have been filed by the prior owner, Continuing Care Retirement

Community of Greater Stamford, Inc. and will be updated as needed by B-IX Edgehill LLC. These materials are available for review at the Department of Social Services, located at 25 Sigourney Street, Hartford, CT 06106.

**RESIDENT ACKNOWLEDGMENT**

Pursuant to Connecticut General Statutes §17b-522(a) Edgehill Senior Living Community hereby advises you that:

- (1) A CONTINUING-CARE CONTRACT IS A FINANCIAL INVESTMENT AND YOUR INVESTMENT MAY BE AT RISK;**
- (2) THE PROVIDER’S ABILITY TO MEET ITS CONTRACTUAL OBLIGATIONS UNDER SUCH CONTRACT DEPENDS ON ITS 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; AND**
- (4) THE CONNECTICUT DEPARTMENT OF SOCIAL SERVICES DOES NOT GUARANTEE THE SECURITY OF YOUR INVESTMENT.**

I acknowledge that I have read the above statement and have received a copy of the Disclosure Statement.

_____	_____
Date	Resident
_____	_____
Date	Resident
_____	_____
Date	Legal Representative (If applicable)

**EXHIBIT A**  
**CONTINUING CARE CONTRACT**

**CONTINUING CARE CONTRACT  
FOR THE  
EDGEHILL SENIOR LIVING COMMUNITY  
STAMFORD, CONNECTICUT**



**CONTINUING CARE CONTRACT**

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## CONTINUING CARE CONTRACT

B-IX Edgehill LLC (“We” or “Us”), a Delaware limited liability company which operates the retirement community known as Edgehill Senior Living Community (the “Community”), located in Stamford, Connecticut, and \_\_\_\_\_ (“You”) have entered into this Continuing Care Contract (the “Contract”), effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”).

### YOU AND WE AGREE AS FOLLOWS:

#### ARTICLE I.

#### GENERALLY

This Contract describes the accommodations and other benefits you will receive from us, and the payments you will be required to make.

#### ARTICLE II.

#### ACCOMMODATIONS AND FACILITIES

**A. Your Apartment** - You have selected Apartment \_\_\_\_\_ (“your Apartment”). You shall have a personal and non-assignable right to reside in your Apartment, subject to the terms of this Contract and Community rules. The “Occupancy Date” is the date we make the keys available to you and when you are authorized to take possession of the Apartment, even if you do not move into the Apartment on such date. Your Apartment will include a complete kitchen including self-cleaning oven, microwave, range, garbage disposal, refrigerator and dishwasher; fully equipped bathroom; washer and dryer; wall-to-wall carpeting; window coverings; an emergency call system; smoke alarms and individually controlled heating and air conditioning units. You may provide additional furnishings and small appliances as long as their placement and use comply with the Community’s safety standards. You agree, at our request, to remove any furnishings or appliances from your Apartment that do not meet the safety standards of the Community.

**B. Utilities** - Electricity, including heat and air conditioning, water, sewer, garbage collection, and basic cable television programming, are provided as part of your Monthly Fee benefits. Telephone service to your Apartment will be available; however, installation of telephones and service costs will be your responsibility.

C. **Parking** - An uncovered parking space will be available at no additional charge for a single motor vehicle to be used by you. A parking garage also will be available for an additional charge listed on the Ancillary Charge Sheet attached hereto as Exhibit E, as may be amended from time to time.

D. **Modifications to your Residence** - You will not make any structural or physical changes to your Apartment without the prior written consent of the Community's Executive Director. You will be responsible for the cost of materials and labor required to make such changes. All such changes must be in compliance with applicable governmental codes and regulations. You or your estate will also be responsible for restoring the Apartment to its original configuration and condition when the Apartment is vacated, unless we specifically grant you an exemption from this requirement in writing.

E. **Community Facilities** - You are entitled to use the Community's common grounds and facilities in accordance with Community rules. Community rules in effect at the time of execution of this Agreement are set forth in the Resident Handbook, a copy of which is provided to you when you sign this Agreement. The Resident Handbook may be amended by us from time to time.

F. **Property Protection** - You agree to keep your Apartment clean and orderly and agree not to permit misuse of or damage to your Apartment.

### ARTICLE III. SERVICES

A. **Meals** – Lunch or dinner in the Community dining room subject to a total monthly meal cap per person equal to the number of days in the month (e.g. 31 meals in January; 30 meals in November). There shall be no credit for unused meals. However, if you are to be absent from your apartment for more than fourteen (14) consecutive days, you will receive a credit against your Monthly Fee for meals after the fourteenth day of absence, in an amount set from time to time by the Executive Director, provided you first give written notice to the Executive Director at least five (5) days prior to your absence.

B. **Housekeeping** - On a weekly basis, we will perform light cleaning services in your Apartment, including vacuuming; dusting; and cleaning the kitchen and bathroom. We will perform inside window washing; oven cleaning; carpet shampooing, and other similar heavy cleaning once a year, or more frequently if necessary, as determined by the Executive Director.

C. **Laundry** - We will launder your bed linen once a week.

**D. Maintenance and Repair** - We will perform necessary repairs, maintenance, and replacement of Community property and equipment located in your Apartment. Except in an emergency, such services will be provided during normal working hours, Monday through Friday. We will have the right to charge you for any repairs, maintenance or replacement required as a result of the negligence or intentional acts of you or your guests. You are responsible for maintaining, repairing and replacing your personal property.

**E. Emergency Call Service** - Your Apartment is equipped with an emergency call system by which you can contact Community personnel 24 hours a day, seven days a week.

**F. Buildings and Grounds** – We will maintain all Community buildings, common areas and grounds, including lawns, walkways, and driveways. Landscaping and decorative plantings will be provided and maintained by us as we deem appropriate.

**G. Transportation** - We will provide scheduled local transportation; additional fees may apply.

**H. Additional Services** – The services listed above are included as benefits, with no additional charge except as noted, under this Contract. We may, in our sole discretion, provide or make available other services requested by you in the future. Additional services (“Additional Services”) for which there will be an additional fee (“Additional Fee”) are set forth in the Ancillary Charge Sheet attached as Exhibit E. Such Additional Fees may be increased and the nature and scope of any services may be adjusted from time to time by us.

#### **ARTICLE IV. HEALTH CARE SERVICES**

**A. Health Care Services**

1. The Community Health Center (“Health Center”) will be staffed twenty-four (24) hours a day, seven (7) days a week. The Health Center will provide assisted living services or skilled nursing care (collectively “Health Care Services”). Health Care Services shall consist of a private assisted living unit or a semi-private nursing room (as the case may be) and board, assisted living, skilled nursing services (for memory impaired residents) or skilled nursing services (as the case may be), routine personal hygiene items, bedding, linen, and an emergency call system.

2. Physician services are not provided by us. In addition, routine assisted living or nursing services shall not include one-on-one care or companionship. You agree that any such care shall be provided at your expense.
3. As part of the Health Center admissions process, you agree to sign a separate Assisted Living, Skilled Nursing Facility or Skilled Nursing Facility (Harbor for Memory Impaired) Addendum to this Contract, as appropriate. The services you will receive in the Health Center and certain additional rights, obligations and charges will be set forth in such Addendum.
4. Assisted living services are also available through our licensed Assisted Living Services Agency in your Apartment for an additional charge (the Edgehill Health at Home program). Assisted living services in your Apartment are not part of the benefits you receive under this Contract. If you wish to receive these services, you will be asked and you agree to sign an Addendum to this Contract regarding the services you will receive and the fees for those services.
5. At some future date, we may choose to provide specialized 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 separate Addendum regarding such services and that additional charges will apply. As used in this Agreement, the term "Health Center" includes any specialized dementia care services that may be provided by us through our licensed Assisted Living Services Agency in the future.

**B. Unavailability of Health Center Bed Space** - If a bed in the Health Center is not available for you when needed, we will arrange and pay for comparable health care services for you at another facility. 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 the Edgehill Health Center. You shall have the right, on a priority basis, to return to the Health Center as soon as appropriate space is available.

**C. Moving to the Health Center.** You agree that you will move to the Health Center upon 30 days' written notice (or lesser notice in an emergency) if your continued occupancy of your Apartment becomes inappropriate due to



changes in your mental or physical condition. Your Apartment is not appropriate for occupancy by you 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.

Upon your request, and except in an emergency, we will consult with one or more physicians selected by you regarding the need for the move to the Health Center; however our decision after such consultation is final. Whether a move to the Health Center is required will depend upon your overall physical and mental condition and the services required to properly meet your needs.

You may make arrangements to have care provided in your Apartment through the Edgehill Health at Home program or otherwise, subject to our approval and the limitations described above.

You agree that, in an emergency, if your mental or physical condition presents a danger to you or to others, as determined by us in our sole discretion, we will arrange for private duty care in your Apartment through third-party caregivers or our Health at Home program at your expense until other appropriate arrangements can be made.

## **ARTICLE V. FINANCIAL ARRANGEMENTS**

### **A. ENTRANCE FEES**

1. **Amount of Entrance Fees** – The Primary Entrance Fee for your Apartment is \$ \_\_\_\_\_ (“Primary Entrance Fee”). The Second Person Entrance fee for your Apartment is \$ \_\_\_\_\_ (“Second Person Entrance Fee”), if applicable. Your Total Entrance Fee is \$ \_\_\_\_\_ (“Total Entrance Fee”).
2. **Payment Schedule** - The Total Entrance Fee shall be paid in the following manner:
  - a) Prior to signing this Contract, pursuant to that certain Reservation Agreement dated \_\_\_\_\_ you paid us a Reservation Deposit of 10% of the Total Entrance Fee in the amount of:

\$\_\_\_\_\_

This Deposit will be held in escrow and released to Us when your Apartment becomes available for occupancy by you.

- b) On the Occupancy Date (as defined in Section II. A. above) you agree to pay us the remaining 90% of the Total Entrance Fee in the amount of:

\$\_\_\_\_\_

3. **Application of Funds** - Except as otherwise specifically provided in this Contract or by law, ten percent (10%) of the Primary Entrance Fee (\$\_\_\_\_\_), and the entire Second Person Entrance Fee shall be **NON-REFUNDABLE**. We will issue to you a Continuing Care Bond (“Continuing Care Bond”) in the form attached as Exhibit A to this Contract for the refundable portion of your Primary Entrance Fee. The Continuing Care Bond shall be non-interest bearing. Your Continuing Care Bond shall be issued in the amount of \$\_\_\_\_\_.

NOTE: If two persons are parties to this agreement, Your right to a partial refund of the Entrance Fee under the Continuing Care Bond occurs only when this Contract is terminated by both of you or upon the death of the second person and within 60 days of the date that an entrance fee for your Apartment has been paid by a new resident. If the refund is paid after the death of the second person, the refund will be paid to the second person’s Estate or to any person(s) to whom you have assigned your right to a refund under the Bond. You may assign your right to a refund only with our written approval and the written approval of Benchmark Investments IX LLC, as stated in the Bond. Please take these requirements into account when making your personal financial and estate planning arrangements.

## **B. MONTHLY FEE**

1. **Amount of Monthly Fee** - You will pay us a monthly fee based on single occupancy of your Apartment (“Primary Monthly Fee”) and an additional second person monthly fee if a second person also occupies your Apartment (“Second Person Monthly Fee”).

Your Primary Monthly Fee shall be \_\_\_\_\_ Dollars (\$ ).

Your Second Person Monthly Fee shall be \_\_\_\_\_ Dollars (\$ ).

Your Total Monthly Fee shall be \_\_\_\_\_ Dollars (\$ ).

2. **Payment of Monthly Fee** - Commencing on the Occupancy Date (as defined in Section II.A., above), you will be responsible for payment of the Monthly Service Fee. You will receive a statement of your Monthly Service Fee on or before the first (1<sup>st</sup>) day of each month. The Monthly Service Fee is an advanced payment for services to be rendered in the coming month. It is deemed paid when received by us.

Your First and Last Monthly Service Fee shall be prorated based upon the number of days that you have occupied your apartment. The Monthly Service Fee is not rent but is consideration for services provided to you hereunder.

3. **Adjustments** - We may adjust your Monthly Fee annually, on a predetermined date. Your Monthly Fee shall not be adjusted without at least thirty (30) days written notice to you. You agree that in the event of such an adjustment, you will pay the adjusted Monthly Fee. Any increase in the Monthly Fee from year to year will be limited to an amount necessary, as determined by us in our sole discretion, to maintain the financial stability and future viability of the Community.

4. **Additional Services** - You will be billed for Additional Services either at the time they are rendered or at the time you are billed for your Monthly Fee. The payment procedure for Additional Fees shall be the same as for your Monthly Fee, including the imposition of late payment charges and interest on late payments.

5. **Penalty and Interest for Late Payment** - We reserve the right to impose a late payment charge and to assess interest at the rate of one and one-half percent (1 1/2 %) per month for all balances which remain unpaid ten (10) days after the date on which they are due. Any account balances, including late payment charges and interest, that remain unpaid when this Contract is terminated shall be deducted from any refund owed to you or your estate under this Contract and any remaining unpaid amount shall become a lien against your assets or estate.

## C. HEALTH CENTER FEES AND CHARGES

The following fees apply for care in the Health Center:

1. **Temporary Stay** - If you move from your Apartment into the Health Center for less than thirty (30) days during any ninety (90) day period (“Temporary Stay”), you will continue to pay your Monthly Fee plus the cost of extra meals not covered by the Monthly Fee at the then current charge for extra meals plus any other applicable Additional Health Center Fees.

“Additional Health Center Fees” include charges for assisted living services above the basic services described below, charges for Alzheimer’s or other specialized dementia care above the basic services described below, meal charges and other incidental fees listed in the Assisted Living, Skilled Nursing Facility or Skilled Nursing Facility (Harbor for Memory Impaired) Addendum as applicable. Basic assisted living services that are included as part of your Monthly Fee include general supervision, cuing and reminders, basic administration of medications and only limited physical assistance with activities of daily living (bathing, dressing, etc.). Basic dementia care services that are included as part of your Monthly Fee include general supervision, cuing and reminders and only limited physical assistance with activities of daily living. Additional Health Center Fees may be increased at any time upon thirty (30) days written notice to you.

2. **Extended Stay** - If you reside in the Health Center for longer than a Temporary Stay (“Extended Stay”), the fees shall be as follows:

a) Single Resident requiring Extended Stay.

If you move to the Health Center on an Extended Stay basis, your monthly charges will depend upon whether you choose to release your Apartment:

i) If you choose to release your Apartment for occupancy by someone else, you will pay your Primary Monthly Fee plus any Additional Health Center Fees.

ii) If you choose not to release your Apartment, you will pay two times the Primary Monthly Fee plus any Additional Health Center Fees.

b) **Extended Stays When There are Two Residents.**

If there are two of you under this Contract, and one of you moves to the Health Center on an Extended Stay basis, you will pay the Monthly Fees plus any

Additional Fees and any Additional Health Center Fees. This requirement also applies if a second person is occupying your Apartment as a non-resident. If both of you under this Contract move to the Health Center on an Extended Stay basis, your monthly charges will depend upon whether you choose to release your Apartment:

i) If you choose to release your Apartment for occupancy by someone else, you will pay your Monthly Fee plus any Additional Health Center Fees. Additional Health Center Fees will include meal charges for two (2) persons.

ii) If you choose not to release your Apartment, you will pay your Monthly Fee plus Additional Health Center Fees as described in (i) above plus an amount equal to the Monthly Fee for your Apartment.

**D. Pre-Existing Conditions** - In the event you are admitted to the Health Center as a result of one of the Pre-Existing Conditions identified in Exhibit B of this Contract and your stay is to be paid for on a per diem basis, your fees will be as follows:

1. **Single Resident** - In lieu of the Monthly Fee you shall pay the prevailing Health Center per diem rate established by the Executive Director (the "Per Diem") plus any Additional Health Center Fees. If you reside in the Health Center on an Extended Stay basis and do not release your Apartment you will also pay the Primary Monthly Fee in addition to the other fees described in this Subsection V.D.1.

2. **Two Residents** - If there are two of you under this Contract and one of you moves into the Health Center you shall pay the Per Diem plus the Primary Monthly Fee plus any Additional Health Center Fees and Additional Fees as applicable. This requirement also applies if a second person is occupying your Apartment as a non-resident. If both of you under this Contract move into the Health Center on a Temporary Stay basis, you shall pay two times the Per Diem plus any Additional Health Center Fees including meal charges for two (2) persons. If both of you move into the Health Center on an Extended Stay basis and do not release your Apartment, you will also pay the Primary Monthly Fee in addition to the other fees described in this Subsection V.D.2.

**E. Medical Insurance/Medicare and Supplemental Coverage** -If you are sixty-five (65) years of age or older, you will obtain and maintain in force at your cost Medicare Part A, Part B and Part D, or equivalent insurance coverage under a public or private insurance plan. In addition, by the Occupancy Date, you

will obtain and thereafter maintain a supplemental insurance policy to pay Medicare co-insurance and deductible amounts. If you are less than sixty-five (65) years of age, you will obtain medical insurance coverage equivalent to the coverage described in this Section V.E. satisfactory to us and provide proof of coverage we may 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.

**F. Release of Apartment** - In the event you release your Apartment because of a move to the Health Center, we shall have the right to make your Apartment available to another prospective resident of the Community.

**G. Resident's Financial Screens** - Sufficiency of Assets and Income to Pay Monthly Fee and Additional Fees - You have participated in Our financial screening process. As part of that process you provided a list of your total assets, and all sources of income, which is attached to this Contract as Exhibit C. You agree that as a condition of residency in the Community, you will provide on an annual basis an update of all financial information contained in Exhibit C on forms to be provided by us. You further agree not to intentionally transfer or deplete your assets to an extent which will render you unable to pay all amounts due under this Contract.

**H. Inability to Pay Fees Due to Financial Difficulty** - Your Contract will not be terminated solely by reason of your financial inability to pay the fees required under this Contract, so long as you establish facts to justify deferment of such fees and when deferment of such fees can, in the our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis for the benefit of all residents. In determining whether you establish facts to justify deferment of fees, we will consider factors such as and including, but not limited to, whether you submitted correct financial information upon application to the Community; whether you made gifts of your property after the date of this Contract which impaired your ability to meet your financial obligations and whether you have breached any of your other obligations to us. Any fees that are deferred due to financial difficulty or that are paid on your behalf from the benevolent fund established for this purpose, and any applicable late fees and interest, shall be deducted from any refund owed to you or your estate under this Contract or any repayment due under your Continuing Care Bond.

**I. Temporary Absences** – If you are temporarily absent from the Community for any reason, including for medical reasons such as hospitalization, your right to occupy the Apartment will continue, and your payment obligations under this Contract will continue to apply.

## **ARTICLE VI. TERMINATION OF CONTRACT**

**A. Right of Rescission** - You may rescind this Contract prior to the Occupancy Date (as defined in Section II.A. above) by notifying us of your decision to rescind within thirty (30) days of signing this Contract. You shall not be required to move into the Community before the expiration of the thirty (30) day period. In the event of such rescission any money transferred to us shall be refunded, less:

iii) additional costs incurred by us due to modifications in the structure or furnishings of your Apartment which you specifically requested as set forth in a separate written addendum to this Contract;

iv) an administrative charge of up to two percent (2%) of the Total Entrance Fee.

Any refund to which you are entitled under this Section VI.A. shall be made within sixty (60) days of our receipt of your written notice of rescission.

**B. Automatic Cancellation** - If, after the above-mentioned thirty (30) day rescission period, you are precluded from initially occupying your Apartment due to death, illness, injury or incapacity, upon written notice to this effect to us, the Contract shall be canceled automatically and you or your legal representative shall receive a refund of all money transferred to us, less:

i) additional costs incurred by us due to modifications in the structure or furnishings of your Apartment which you specifically requested as set forth in a separate written addendum to this Contract; and

ii) an administrative charge of up to two percent (2%) of the Total Entrance Fee.; and

iii) if we receive such notice after the Occupancy Date (as defined in Article II.A.), a pro-rated amount of the Monthly Fee based on the number of days for a period beginning seven days after the execution of this Contract and

ending on the last day of the month during which we receive notice that you will not occupy the Apartment, plus any Additional Fees you incurred.

Any refund to which you are entitled under this Section VI.B shall be made within sixty (60) days of our receipt of your notice of cancellation. We reserve the right to request a statement from your physician if the cancellation is due to illness, injury or incapacity.

**C. Other Termination by Resident** - If this Contract is not terminated pursuant to Sections VI.A. or B. above, you may cancel this Contract at any time by giving us one-hundred twenty (120) days' written notice. If you give such notice, you will pay all applicable fees and charges until the expiration of such one hundred twenty (120) day period or you vacate your Apartment, whichever is later. Your Continuing Care Bond will be repaid in accordance with its terms.

**D. Termination by Us** – We may terminate the Contract for good and sufficient cause. Upon termination by us, your Continuing Care Bond will be repaid in accordance with its terms. Good and sufficient cause shall include, but not be limited to, any of the following:

1. Failure to pay when due, any fees or charges due under this Contract.
2. Conduct by you that constitutes a danger to yourself or others.
3. A material breach of the terms and conditions of this Contract.
4. Failure or refusal to move to the Health Center in accordance with Section IV. C. of this Contract.
5. Intentional transfer or depletion of assets to an extent which will render you unable to meet your financial obligations under this Contract.
6. Repeated conduct by you that interferes with the quiet enjoyment of the Community by other residents.
7. Failure or refusal to comply with Community rules.

In the event of termination under E.2 – 7 above, except as provided below, we will give you written notice of the cause of termination and you will have ten (10) days thereafter within which to correct the problem. If the problem is corrected within such time, this Contract shall not then be terminated. If the



problem is not corrected within the ten (10) day period, this Contract will be terminated sixty (60) days after the original notice of termination. However, if we determine that either the giving of notice or the lapse of time as above provided might be detrimental to you or other residents or staff of the Community, or if we determine that the problem constituting cause for termination cannot be cured, then any notice and/or waiting period prior to termination shall not be required.

In the event of termination for non-payment, you will be given 30 days written notice of termination and you will have 10 days from the date of the notice to bring your account current.

**E. Termination by Death** - The Contract shall terminate upon your death, or, if there are two Residents who are parties to this Contract, upon the death of the surviving Resident. Your Continuing Care Bond will be repaid in accordance with its terms.

**F. Removal of Resident's Property Upon Termination** – Your personal property shall be removed from your Apartment within thirty (30) days after termination of this Contract. If you are residing in the Health Center at the time of termination, your personal property must be removed within seven (7) days after termination.

If your personal property is not removed as provided above, we have the right to remove and store it at your expense for up to six (6) months, after which time it may be sold and the proceeds (less expenses) credited to your account.

Payment of your Monthly Fee shall continue to be due on a prorated basis until your property is removed from your Apartment or the Health Center.

## **ARTICLE VII.**

### **VOLUNTARY ARBITRATION AGREEMENT**

**Arbitration is a fair and often quick way to resolve a dispute without involving the court system. You are encouraged to read Exhibit D carefully, to ask any questions you have, and to consult with your attorney, family, or friends before choosing to accept the terms and conditions of the agreements to arbitrate. If you choose to sign the Arbitration Agreement found in Exhibit D, then all disputes arising out of or relating *in any way* to this Continuing Care Contract or to any of the Resident's stays at the Community SHALL BE**

**RESOLVED BY BINDING ARBITRATION AND NOT BY A JUDGE OR JURY as more fully detailed in Exhibit D.**

**ARTICLE VIII.  
OTHER CONSIDERATIONS**

**A. Agreements Concerning Legal Effect of Signature.**

In the event the person signing this Continuing Care Contract does not have legal authority to bind the Resident to each and every term of the Continuing Care Contract, such signatory agrees that the Resident is a third-party beneficiary to all the terms and conditions of the Contract. Inadvertent and unintentional errors in the execution of the Agreement (e.g., a signatory signs on the wrong signature line or did not understand whether their signature was required in an individual and/or representative capacity) shall not serve as a basis to find that the signatory lacked authority to bind the Resident to any term or condition of this Contract either as a party to the contract or as a third-party beneficiary. Accordingly, in the event of a of a Dispute concerning the legal effect of a signature on this Agreement, the parties intend that the finder of fact consider all evidence, including testimony, concerning the intent of the signatories to this Agreement at the time the contract was executed.

**B. Notices** - 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.

**B-IX Edgehill LLC to:**

**Edgehill Senior Living Community  
122 Palmers Hill Road.  
Stamford, Connecticut 06902**

**Attn: Executive Director**

**Resident to:**

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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.

**C. Resident's Covenant of Performance** - You agree to pay promptly all fees and charges required by this Contract, and otherwise to comply fully with all of your other obligations set forth in this Contract.

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

**E. Pets** - You may maintain a dog, cat or other small and orderly pet upon the approval of and on terms prescribed by the Executive Director. No such approval shall be necessary for fish or small birds which are kept in appropriate containers. You will be responsible for ensuring that any pet is properly cared for and that your pet does not create any disturbance or otherwise constitute a nuisance. You agree to comply with pet rules established by us as set forth in the Resident Handbook, which may be amended from time to time and pay a Pet Fee.

**F. Additional Occupants**

1. **Guests** - Any guest staying overnight must first register with the Community. Prior approval must be obtained from the Executive Director if a guest is to stay for more than seven (7) nights in any thirty (30) day period. Guests shall acquire no rights or privileges under this Contract.

2. **Other Parties** - A person who does not or cannot become a party to this Contract may live with you in your Apartment on a non-resident basis with the prior written permission of the Executive Director. If approved, the Monthly Fee shall be adjusted to add a Second Person Monthly Fee. In addition, if the non-resident second person moves to the Health Center, he or she will be charged the Per Diem plus Additional Health Center Fees as described in Section V.D.2 of this Agreement.

3. **Live-in Caregiver** - If you have a live-in private duty caregiver, you will pay a daily Live-in Caregiver Fee.

**G. Marriage**

1. **Marriage of Two Residents** - If two residents marry, either resident may terminate his or her Continuing Care Contract and release his or her

residence. The terminating resident may then become a party to his/her spouse's Continuing Care Contract and become a second occupant in the occupied residence. The Monthly Fee shall be adjusted so as to equal the Monthly Fee that applies to double occupancy of the occupied residence.

2. **Marriage to Non-Resident** - If you marry a non-resident who meets the Community's entrance requirements, your spouse may become a resident of the Community and may become a party to this Contract. In such event you will pay the prevailing Second Person Entrance Fee and you will pay the prevailing Second Person Monthly Fee. If your spouse does not or cannot become a party to this Contract, he or she may occupy your Apartment with you on a non-resident basis as provided under Section VII.E.2. of this Agreement.

**H. Arrangements for Guardianship or Conservatorship** - If your mental condition changes so that you are not able to care properly for yourself or your property, and if you have made no other designation of a person or legal entity to serve as guardian or conservator, we may apply to a court of law to appoint a legal guardian or conservator.

**I. Arrangements in Event of Death** - Funeral arrangements are the responsibility of your family or estate and we have no obligation to make such arrangements or provide such services except where your family or estate fail to do so. Any expenses advanced by us relating to the funeral or burial shall become a debt of your estate.

**J. Property Rights**

1. **Right of Entry** - 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.

2. **Ownership Rights** - This Contract is a continuing care contract governed by Conn. Gen. Stat. § 17b-520 *et seq.* In exchange for your payment of the Entrance Fee and Monthly Fee, we agree to provide accommodations and benefits as set forth in this Contract. You have no ownership interest or proprietary rights in your Apartment or the property, grounds, land, buildings, improvements or other Community facilities. This Contract shall not be construed to be a lease or to confer any rights of tenancy or ownership to you. Your rights under this Contract are subject to all terms and conditions of this Contract and

subordinate to any mortgage, financing deed, deed of trust, or other financing on the Community. Upon request, you agree to execute and deliver any instrument requested by us to effect the sale, assignment, or conveyance of the Community, provided that by so doing you shall not be required to prejudice your rights under this Contract. Any refunds to which you are entitled under this Contract shall not be affected by this Section.

3. **Residential Purposes** - Your apartment is to be used for residential purposes only. Use for any other purpose requires approval of the Executive Director.

4. **Responsibility for Damages** - You will be responsible for any loss or damage to our property caused by your negligence or intentional act or that of your guests or invitees. If the negligence or intentional act of a person who is not our employee or agent results in injury, illness or damage to you or your property, or to others or their property, we assume no responsibility therefor and you release and discharge us from all liability and responsibility for same. You agree to provide adequate personal property and liability insurance for you and for your property.

**K. Managed Residential Community Residents' Bill of Rights** -

Edgehill is registered as a “managed residential community” with the Connecticut Department of Public Health. You hereby acknowledge receipt of the Managed Residential Community Residents’ Bill of Rights.

**L. Rules** - We shall have the right to adopt or amend, either alone or with or through a residents’ association, such reasonable rules and regulations as it deems necessary or desirable for the proper management and operation of the Community and for the safety, health and comfort of the residents. The rules and regulations in effect at the time of execution of this Agreement are set forth in the Resident Handbook. You agree to abide by such rules and regulations, as they may be amended from time to time. The Resident Handbook includes procedures for you to address any concerns or complaints you may have during your residency.

Please note that firearms are not permitted anywhere on the Edgehill campus and smoking is not permitted in any common areas or the Health Center. Certain conditions apply to smoking in your Apartment as explained in the Resident Handbook.

**M. Private Duty Care** – Private duty care is available through the Edgehill Health at Home program. If you choose to make other arrangements, you will be responsible for arranging for, supervising and compensating any private duty personnel providing care or companionship services to you and agree to comply with the rules governing private duty personnel set forth in the Resident Handbook, as it may be amended from time to time. The terms “private duty personnel,” “private duty caregivers” and similar terms do not include care provided by the Edgehill Health at Home program. A fee is charged for orientation and safety training for all private duty personnel; an additional daily charge also applies if you have live-in private duty caregivers.

**N. Compliance with Laws** - Residents of the Community will be afforded all rights and privileges under Conn. Gen. Stat. § 17b-520 *et seq.* and all other applicable laws. We will comply with all municipal, state and federal laws and regulations regarding consumer protection and protection from financial exploitation.

**O. Accuracy of Information** - You represent and warrant that all information that has been or will be submitted to us by you as required in making application to the Community is true and complete. You understand and acknowledge that we are relying on such information.

**P. Personal Obligations of Residents** – We will not be liable or responsible for any expenses, debts, or obligations incurred by you on your own account, nor shall it be obligated to furnish, supply, or give you any support, maintenance, board or lodging while you are absent from the Community except as may be provided in this Contract.

**Q. Waiver** - Our failure in any one or more instances to insist upon strict compliance by you with any of the terms of this Contract shall not be construed to be a waiver by us of such term(s) or of the right to insist upon strict compliance by you with any of the other terms of this Contract.

**R. Assignment** - Your rights under this Contract are personal to you and cannot be transferred or assigned by any act of you, or by any proceeding at law, or otherwise. The Contract shall bind and inure to the benefit of our successors and assigns and shall bind and inure to the benefit of your heirs, executors and administrators in accordance with its terms.

**S. Entire Agreement** - This Contract, including all exhibits, constitutes the entire agreement between us and you. We are not liable for nor bound in any

manner by any statements, representations or promises made by any person representing or proposing to represent us unless such statements, representations, or promises are set forth in the Contract. Any modification of the Contract must be in writing and signed by us and by you.

**T. Partial Illegality** - This Contract shall be construed in accordance with the laws of the State of Connecticut. If any portion of this Contract shall be determined to be illegal or not in conformity with applicable laws and regulations, such portion shall be deleted and the validity of the balance of this Contract shall not be affected.

**U. Complaints** – Any concerns or complaints regarding services or any other matter should be addressed first to the appropriate Department (for example, Dining, Wellness) and, if satisfaction is not obtained, then to the Executive Director.

**V. Construction** - Words of either gender used in this Contract shall be deemed to include the other gender and words in the singular shall be deemed to include the plural, when the sense requires.

**W. Joint and Several Obligations** - If two parties execute this Contract as residents, the term “Resident” or “you” as used in the Contract shall apply to both and the provisions of this Contract shall apply to them jointly and severally.

**X. Non-residents** – Under certain circumstances, a second person may occupy your Apartment as a non-resident. See Sections VII. E. 2 and F. 2 of this Agreement. Any non-resident is not a party to and has no rights under this Agreement and the non-resident will enter into his or her own Agreement with the Community. You and the non-resident will agree to pay the Second Person Occupancy Fee for the non-resident and any Health Center charges that may be incurred by him or her.

**Y. Management Agent** – 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 Assisted Living LLC d/b/a Benchmark Senior Living has the authority to act on our behalf with regard to all matters pertaining to us and to the Community.

**IN WITNESS WHEREOF**, the parties hereto have executed the Contract, as of the date and year first above written.

**RESIDENT**

\_\_\_\_\_

Resident

\_\_\_\_\_

Date

\_\_\_\_\_

Resident Representative

\_\_\_\_\_

Relationship to Resident

**RESIDENT**

\_\_\_\_\_

Resident

\_\_\_\_\_

Date

\_\_\_\_\_

Resident Representative

\_\_\_\_\_

Relationship to Resident

**B-IX EDGEHILL LLC**

By: \_\_\_\_\_

\_\_\_\_\_

Date

Title: \_\_\_\_\_



**EXHIBIT A**

**CONTINUING CARE BOND**

**BOND #** \_\_\_\_\_

**\$** \_\_\_\_\_

**Stamford, Connecticut**

\_\_\_\_\_, **20**\_\_\_\_

FOR VALUE RECEIVED AS MONEY LENT, the undersigned, B-IX Edgehill LLC and Benchmark Investments IX LLC (“Provider”), jointly and severally, promise to pay the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to \_\_\_\_\_ (hereinafter referred to collectively and individually as “you”). If two individuals are named in this Bond, you have the rights of joint tenants with right of survivorship. You reside (or will reside), pursuant to a Continuing Care Contract dated \_\_\_\_20\_\_\_\_, (“Continuing Care Contract”) in Apartment Unit # \_\_\_\_\_ (“your Apartment”) at Edgehill in Stamford, Connecticut.

The above principal sum shall be due and payable, without interest, and less any offsets and deductions as provided in the Continuing Care Contract, upon the termination of the Continuing Care Contract and no later than sixty (60) days from the date of receipt of payment of the Primary Entrance Fee associated with your Apartment by another resident who is a party to a continuing care contract with the Provider (the “Resale Date”); provided, however, that if the Resale Date has not occurred by the fifth anniversary of the termination of the Continuing Care Contract, then such amount shall be due and payable on the fifth anniversary of the termination of the Continuing Care Contract.

If there are two individuals named in this Bond, the interest in this Continuing Care Bond of the first of you to die will pass automatically by operation of law to the survivor (“Survivor”). Provider shall have no obligation to make any payment which becomes due under this Continuing Care Bond to any person or entity other than to you or your estate, or if applicable to the Survivor, or the estate of the Survivor.

In the event that any one or more of the provisions contained in this Continuing Care Bond shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Continuing Care Bond and this Continuing

Care Bond shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Continuing Care Bond may be modified or amended only by an agreement in writing signed by Provider and you. This Continuing Care Bond may be assigned by you only after you obtain the written approval of B-IX Edgehill LLC and Benchmark Investments IX LLC. It may not be pledged or otherwise encumbered.

The loan evidenced by this Continuing Care Bond may be used as security for any amount due or which may become due from you to the Provider under the Continuing Care Contract. Provider shall have the right to offset or deduct any amount due and payable under this Continuing Care Bond by amounts due Provider under the Continuing Care Contract. Offsets under the Continuing Care Contract also include, but are not limited to, any funds paid by the Provider on your behalf from the benevolent fund established to assist qualified residents who would otherwise be unable to meet their obligations under the Contract.

This Continuing Care Bond may be prepaid at any time by Provider without penalty upon thirty (30) or more days written advance notice to you, which notice period may be waived in writing by you.

This Continuing Care Bond shall be governed in all respects by the laws of the State of Connecticut and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and personal representatives.

This Continuing Care Bond is unsecured.

IN WITNESS WHEREOF, Provider has executed this Continuing Care Bond under seal on the date first above written.

RESIDENT:

B-IX EDGEHILL LLC

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

Title: \_\_\_\_\_

\_\_\_\_\_

Benchmark Investments IX LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**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 the Community’s Health Center.

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 residency in the Community.

### **II. Categories of Pre-Existing Condition**

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, Health Center 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 Health

Center stay 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 Residency Date shall pay for all Health Center stays during residency in the Community, regardless of the condition giving rise to the admission, on a per diem basis.

C. A confinement to the Health Center as a result of a Category A or B pre-existing condition that is under Continuous Treatment and Control as of the Residency Date shall be covered under the Monthly Fee 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 Health Center 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 arrhythms

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 C**

**ASSETS AND INCOME**

**FINANCIAL APPLICATION**

Edgehill respects the privacy of your financial circumstances other than to have assurance that the amounts needed under the agreement and for the applicant's personal needs can be met adequately. Edgehill is not interested in total estate, but rather only in sufficient assets to cover entry costs, monthly charges and personal needs and obligations. This information will be kept confidential.

1. Full Name(s)  
A. \_\_\_\_\_ B. \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Date(s) of Birth: A. \_\_\_\_\_ B. \_\_\_\_\_
4. I receive Social Security: Yes \_\_\_\_ No \_\_\_\_  
S.S. Numbers: A. \_\_\_\_\_ B. \_\_\_\_\_
5. I am enrolled in Social Security Medical Insurance Part B: Yes \_\_ No \_\_
6. Medicare Number(s): A \_\_\_\_\_ B. \_\_\_\_\_
7. List other medical insurance: Insurance Company, Policy Number and Type of Policy:  
\_\_\_\_\_  
\_\_\_\_\_

8. List those resources from which initial entry costs will be paid, such as the sale of real estate or home, securities, cash, insurance, etc.

RESOURCE	AMOUNT
_____	_____
_____	_____
_____	_____

9. List other resources from which monthly charges and personal needs will be paid. Show income items on an annual basis. Give a detailed description on the next page (Item #16). **Additionally, please provide the last two years completed tax returns.**

Social Security	\$ _____
Retirement fund or Pension	\$ _____
Insurance or Annuities	\$ _____
Dividends	\$ _____
Interest Income	\$ _____
Trust Income	\$ _____
Rentals	\$ _____
Other	\$ _____
<b>Total</b>	\$ _____

10. My spouse has beneficiary rights to annuities, insurance, pensions and/or beneficial interest in the Trust Income:

Yes \_\_\_\_\_ No \_\_\_\_\_

11. My resources listed above are restricted (mortgages, liens, assignments, etc.).

Yes \_\_\_\_\_ No \_\_\_\_\_

12. I agree to furnish such additional financial information as may be required from time to time.

Yes \_\_\_\_\_ No \_\_\_\_\_

13. I will \_\_\_\_\_ will not \_\_\_\_\_, during my residence, transfer or reduce my resources needed to carry out my commitments to Edgehill.

14. I estimate that I will \_\_\_\_\_ will not \_\_\_\_\_ need financial assistance to live at Edgehill.

15. The following are my advisors and their firms, with names and addresses, and they may be consulted regarding my admission to Edgehill.

Banker \_\_\_\_\_  
\_\_\_\_\_

Attorney \_\_\_\_\_  
\_\_\_\_\_

Stockbroker \_\_\_\_\_  
\_\_\_\_\_

Insurance Agent \_\_\_\_\_  
\_\_\_\_\_

Other \_\_\_\_\_  
\_\_\_\_\_



_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Trust Income**

Name of Trust: \_\_\_\_\_

Name and address of Trustee: \_\_\_\_\_

\_\_\_\_\_

If trust principal is required, is it available through the right to revoke or withdraw from the trust?      Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what amount may be made available in this way? \$ per year. \_\_\_\_\_

**Other Income**

\_\_\_\_\_

\_\_\_\_\_

17. Amplification of question #11.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

18. I affirm that the foregoing is a true statement of facts known to me, and that it is submitted as part of an Application for Residency.

**Date**

**Signature(s)**

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## EXHIBIT D

### ARBITRATION AGREEMENT

- A. Arbitration Agreement.** The Resident, Legal Representative, Responsible Party and the Community (hereinafter “the Parties”) each agree that in the event of a Dispute (as defined below) such Dispute will be resolved exclusively and finally through binding arbitration as described in this Arbitration Agreement.
- B. Arbitration.** Any and all claims or controversies (hereinafter “Disputes”) arising out of or *in any way* relating to the Residency Agreement, this Arbitration Agreement and/or any of the Resident’s stay(s) at the Community, whether existing now or arising in the future, whether arising out of State or Federal law, whether for statutory, compensatory or punitive damages, or whether the Dispute sounds in contract, tort, common law or statute, shall be subject to binding arbitration.
- C. Expansive Authority of Arbitrator.** The Arbitrator is empowered to, and shall, resolve **all** Disputes, including without limitation, any Disputes regarding the making, execution, validity, enforceability, voidability, unconscionability, severability, scope, arbitrability, interpretation, waiver, duress, preemption or any other defense to enforceability of this Arbitration Agreement, as well as resolve the Parties’ underlying Disputes, as it is the Parties’ intent to completely avoid the court system.
- D. What is Arbitration?**
- 1. Waiver of Trial by Judge or Jury.** Arbitration is a method of resolving disputes without involving the courts. In arbitration, a dispute is heard and decided by a private, neutral individual called an Arbitrator. The Parties are **not** waiving their right to bring a claim by agreeing to arbitrate disputes. **However, by signing this Arbitration Agreement, the Parties are giving up and waiving their right to have any Dispute decided in a court of law before a judge and/or jury**, as the Parties desire and expressly agree that any Dispute between them be resolved *outside* the court system.
  - 2. Binding on Parties and Others.** It is the Parties’ intention that this Arbitration Agreement shall inure to the direct benefit of and bind the Community, its parent, affiliates, and subsidiary companies, management companies, executive directors, owners, landlords, officers, partners, shareholders, representatives, directors, medical directors, employees, managers, successors, assigns, agents, attorneys and insurers and any entity or person that provided any services,



supplies, or equipment related to the Resident's stay(s) at the Community; and shall inure to the direct benefit of and bind the Resident and his/her successors, spouses, children, next of kin, guardians, conservators, administrators, legal representatives, responsible parties, assigns, agents, attorneys, health care proxies, health care surrogates, attorneys-in-fact, designees, third-party beneficiaries, insurers, heirs, trustees and representatives, including the personal representative, conservator or executor of the Resident's estate, any person whose claim is derived through or on behalf of the Resident, any person who previously assumed responsibility for providing the Resident with necessary services such as food, shelter, clothing, or medicine, and any person who executed this Arbitration Agreement. The Parties agree that all aspects of a controversy, including claims, cross-claims, and counterclaims, made by or against any person or entity bound by this Arbitration Agreement shall be included and exclusively adjudicated through Binding Arbitration, except as otherwise stated herein.

3. **Integration Clause.** This Arbitration Agreement represents the Parties' entire Agreement regarding Disputes, and it may only be changed in a writing signed by all Parties.

#### **E. Arbitration Procedures and Applicable Law.**

1. **Federal Arbitration Act.** The Parties expressly agree that the Residency Agreement, this Arbitration Agreement, and the Resident's stay(s) at the Community involve interstate commerce. The Parties also stipulate that the Federal Arbitration Act 9 U.S.C. §1-16 in effect as of July 1, 2013 ("FAA") shall apply to this Arbitration Agreement, and that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.
2. **Arbitration Process:** Refer to [www.benchmarkseniorliving.com](http://www.benchmarkseniorliving.com) and click on the green "Current Residents" button for details about the Arbitration Process. The Community will provide you with internet access, if needed, to review this information.
3. **Fees and Costs.** The Arbitrator's fees and costs associated with the arbitration shall be divided equally among the Parties to this Arbitration Agreement and the Parties shall bear their own attorneys' fees and costs in relation to preparation for and attendance at the arbitration hearing. To the extent permitted by law, any Party who opposes arbitrating the Parties' Dispute and/or opposes enforcement of the terms of the Arbitration Agreement and unsuccessfully

defends against its enforcement shall be required to pay the successful Parties' attorney fees and costs incurred to enforce the Arbitration Agreement (i.e.; Motion to Compel Arbitration or for any other means reasonably undertaken to enforce the Arbitration Agreement).

4. **Waiver of this Arbitration Agreement.** Any Claimant may file its Dispute in a court of competent jurisdiction subject to the Respondent's approval, which approval shall be established by Respondent's filing a response to the Complaint without simultaneously moving to enforce this Arbitration Agreement. Should one of the Parties to this Arbitration Agreement breach its terms by initiating a lawsuit in the court system, the Parties expressly agree that participation in cooperative general discovery while a motion to compel arbitration is pending shall not constitute evidence of a waiver of the right to arbitrate. Filing a Dispute in small claims court shall be considered a waiver of this Arbitration Agreement. However, a waiver of this Arbitration Agreement for one Dispute shall not constitute a waiver of this Arbitration Agreement for any other Dispute.
5. **Survival Clause.** Except as noted below in Section F ("Right to Change your Mind") of this Arbitration Agreement, the terms and conditions recited herein shall survive and remain in full force and effect notwithstanding the death of the Resident, the discontinuation of operations at the Community, or the termination, cancellation or natural expiration of the Residency Agreement or any other contract between Parties.
6. **Severability.** Any clause, term, phrase, provision or part thereof contained in this Arbitration Agreement is severable, and in the event any of them shall be found to be invalid for any reason, this Arbitration Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Arbitration Agreement shall not be affected by such determination and shall remain in full force and effect. This Arbitration Agreement shall not fail because any clause, term, phrase, provision, or part thereof shall be found void, invalid, or unenforceable. No part of this Arbitration Agreement will be construed against any Party because that Party wrote the Arbitration Agreement.

**F. Right to Change Your Mind.** This Arbitration Agreement may be revoked (i.e., rescinded or canceled) by written notice sent certified mail by any Party within thirty (30) days from the date the Resident moves in and takes occupancy of his/her

Suite. However, if the alleged acts underlying or giving rise to a Dispute are committed prior to revocation as described above, the Dispute must be arbitrated as described in this Arbitration Agreement.

**G. Voluntary Agreement.** If you do not sign this Arbitration Agreement, you will still be allowed to live in and receive services in the Community.

**EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT HE/SHE: (1) HAS READ AND FULLY UNDERSTANDS ALL FOUR (4) PAGES OF THIS ARBITRATION AGREEMENT; (2) UNDERSTANDS THAT BY SIGNING THIS ARBITRATION AGREEMENT, EACH HAS WAIVED HIS/HER OR ITS RIGHTS TO A TRIAL BEFORE A JUDGE AND/OR A JURY; (3) VOLUNTARILY CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS ARBITRATION AGREEMENT; AND (4) CERTIFIES THAT HE/SHE IS THE RESIDENT OR A PERSON AUTHORIZED BY THE RESIDENT OR OTHERWISE AUTHORIZED TO EXECUTE THIS ARBITRATION AGREEMENT.**

**RESIDENT OR LEGAL REPRESENTATIVE<sup>1</sup>:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BENCHMARK SENIOR LIVING LLC  
ON BEHALF OF THE COMMUNITY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> The Legal Representative is a person authorized by the Resident and/or applicable law to make contract decisions. The Resident must have a Legal Representative if the Resident does not wish or is not capable of making contracting decisions on his or her behalf.

**EXHIBIT E**  
**ANCILLARY CHARGE SHEET**

## Independent Living 2014 Ancillary Charge Sheet

### Food & Beverage Services:

Guest Meals-	Continental Breakfast	\$4.50/meal
	Lunch	\$12.00/meal
	Brunch	\$22.00/meal
	Dinner	\$22.00/meal
Additional Resident Meals-	Lunch	\$10.50/meal
	Brunch	\$19.00/meal
	Dinner	\$16.75/meal
Room Service (Dinner Only)		\$4.75/meal

### Housekeeping Services:

Additional Housekeeping	\$28.00/hr
Additional Carpet Shampooing	\$40.00/hr
Carpet Spot Cleaning	\$35.00 and up
Pet Clean Up (includes litter boxes)	\$25.00/incident
Rolling Dumpster	\$70/use
Bedsread laundering	\$20.00/piece
Blanket Laundering	\$15.00/load
Personal Laundry	\$5.00/pound
Mattress turning	\$8.00-\$16.00
Upholstery Cleaning (varies depending on soil and size of piece)	\$35.00-\$100.00
Patio cleaning (to include furniture)	\$35.00/hr
Bed Rental (cot)	\$15.00/day
	\$50.00/wk
Bed Making (other than day apartment is cleaned)	\$10.00/bed

### Engineering Services:

Please contact the Director of Engineering at 203-595-2340 for details.	
Engineering Service (includes assistance with internal moves, such as apartment to apartment, or apartment to health center)	\$70.00/hr, per person

### Transportation Services:

Personal pre-scheduled trips within ten mile radius	\$6.00 one way
	\$10.00 round trip
Wait time for personal transportation	\$5.00 for each 15 min.
Destinations beyond ten miles	\$1.50 additional per mile

**Beauty Shop Services:**

For a list of services or to make an appointment call **203-595-2351** or visit Salon PS at [www.salonps.com](http://www.salonps.com) and click **SHOP PS** for further information.

**Security Services:**

Safe Combination Changes	\$175/change
Access Card Replacement	\$15/card
Access Tag Replacement	\$25/tag
Key Fob Replacement or Duplicate	\$75/fob
Additional Key	\$25/key
Key/Door Lock Replacement	\$250/key or lock
Pendant Replacement	\$120/pendant

**Miscellaneous Services:**

Guest Suite	\$130.63/night
Underground Parking (as available)	\$88.83/month
Dog Walking Service as available if you are ill	\$10.00/ walk
Plant Watering Service as available if you are ill or away	\$10.00/visit
Photocopy Service Black & White	\$0.10/copy
Photocopy Service Color	\$0.25/copy
Fax Service Cover Sheet	\$2.00/cover
Fax Service additional sheets	\$0.50/sheet
Life Care Meal Charge (A/L and S/N)	\$17.25/day
Returned Check	\$30 per returned check
Fire Department Response Fee	Set by Fire Department
Private Duty Caregiver Training Fee	\$500
Live-in Caregiver Fee	\$10/night
Non-refundable Pet Fee	\$1,000

Late Payment Charge - Fees are assessed in accordance with the terms of the Continuing Care Contract

**Professional Services:**

Registered Dietician Assessment	\$50.00/hr
Personal Training (Minimum of 15 minutes)	\$15.00/15min

**The Following nursing services will be accessed through the Wellness Center Mon- Fri. during normal business hours.**

**Professional Services: \***

- Case management (anything over 30 min is charged at 15 min intervals)	\$50.00/30min
- Eye drop instillation 1 X a day	\$7.00/d
- Eye drop instillation 2 X a day	\$12.00
- Eye drop instillation 3 X a day	\$17.00
- Eye drop instillation 4 X a day	\$22.00
- Topical cream application 1 X a day	\$10.00/d
- Topical cream application 2 X a day	\$18.00
- Topical cream application 3 X a day	\$26.00
- Topical cream application 4 X a day	\$34.00
- Simple Wound care 1 X a day	\$10.00/d
- Simple Wound care 2 X a day	\$18.00
- Simple Wound care 3 X a day	\$26.00
- Simple Wound care 4 X a day	\$34.00
Pace Maker Check by Professional nurse	\$50.00 1X/month
Non emergency visit to Apartment	\$50.00/30min
Scheduled visit to apartment by nurse M-F 9a-5p	\$50.00/30min
Escort within the community	\$8.00 each way
Case Management	\$50.00/30min

***Please note that the above prices are for services only. The resident is responsible for providing all supplies.***

***\* The nurse will provide minimum assist with medical needs at no cost. The nurse reserves the right to make the decision on what minimum assist is.***

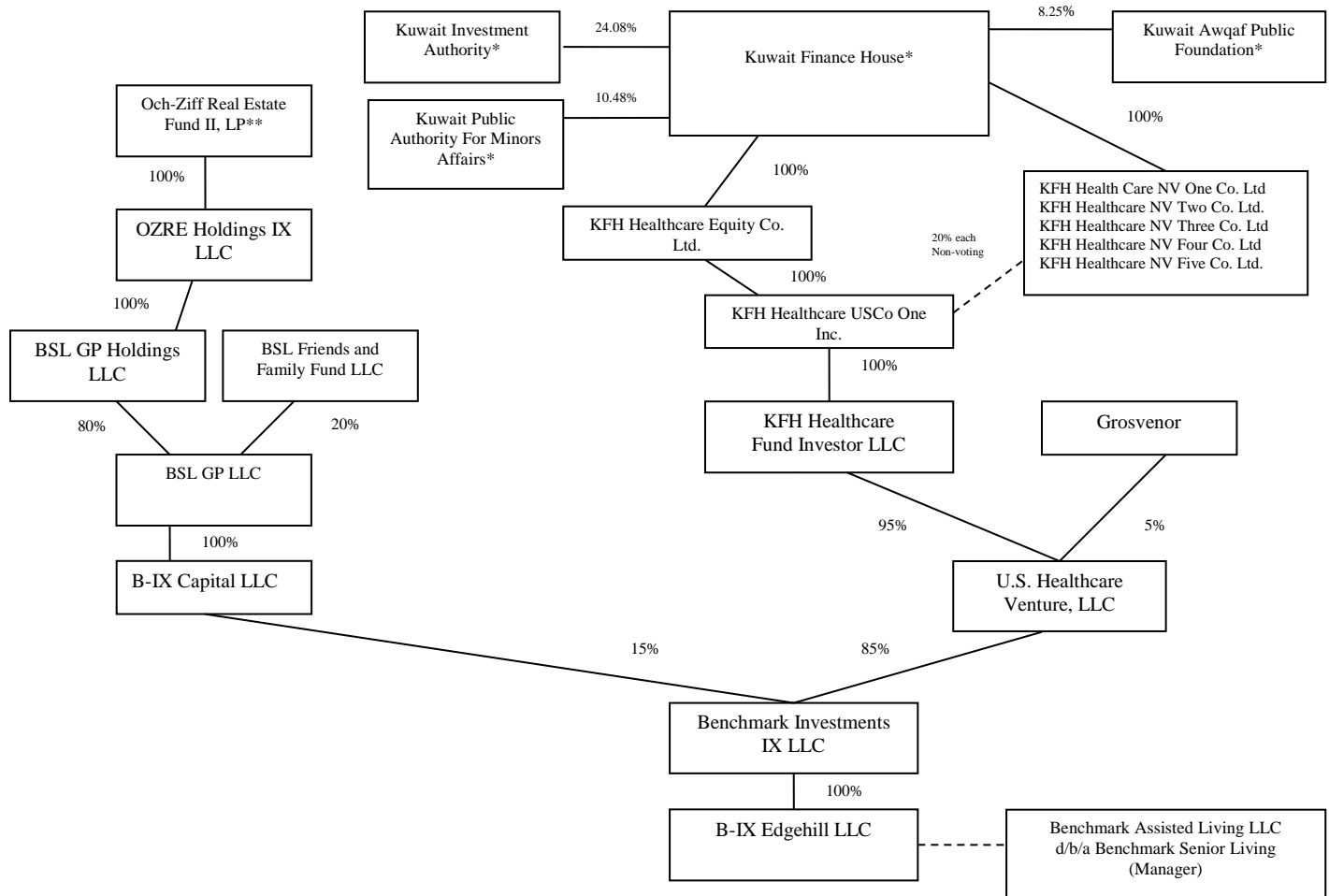
There will be a flat fee of \$50.00 for any non emergency visits prompted by the PRS system. There will be an additional \$50.00/30min after the first 30 minutes for any non emergency visits prompted by the PRS system. There will be a charge of \$25.00 for every 15 minutes the nurse is needed to coordinate care in any non emergency situation. This service includes coordinating services, not delivering care.

**EXHIBIT B.1**

**OWNERSHIP, FINANCING AND MANAGEMENT STRUCTURE  
IN B-IX EDGEHILL LLC**



**EDGEHILL CCRC**  
Ownership, Financing and Management Structure



\*These entities are publicly traded/government entities.

\*\*No individual or entity with a greater than 10% ownership interest.

**EXHIBIT B.2**

**OFFICERS AND DIRECTORS OF**  
**B-IX EDGEHILL LLC**

**OFFICERS AND DIRECTORS  
OF  
B-IX EDGEHILL LLC**

Thomas H. Grape	President
Andrea M. Teichman	Vice President and Secretary
Sarah J. Laffey	Vice President and Assistant Secretary
Benchmark Operations IX LLC	Managing Member

**EXHIBIT C**

**SENIOR LIVING COMMUNITIES OPERATED BY BENCHMARK  
SENIOR LIVING LLC**

**BENCHMARK COMMUNITIES**

<b>MASSACHUSETTS</b>	
Atrium at Cardinal Drive 153 Cardinal Drive Agawam, MA 01001	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
Chelmsford Crossings 199 Chelmsford Street Chelmsford, MA 01824	Atrium at Veronica Drive 1 Veronica Drive Danvers, MA 01923
Putnam Farm at Danvers 9 Summer Street Danvers, MA 01923	Haverhill Crossings 254 Amesbury Road – Rt. 110 Haverhill, MA 01830
Leominster Crossings 1160 Main Street Leominster, MA 01453	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	Plymouth Crossings 157 South Street Plymouth, MA 02360

Atrium at Faxon Woods 2003 Falls Boulevard Quincy, MA 02169	Shrewsbury Crossings 311 Main Street Shrewsbury, MA 01545
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	Benchmark Senior Living at Forge Hill 4 Forge Hill Road Franklin, MA 02038
Benchmark Senior Living at Robbins Brook 10 Devon Drive Acton, MA 01720	The Commons in Lincoln 1 Harvest Circle Lincoln, MA 01773

<b>MAINE</b>	
Bay Square at Yarmouth 27 Forest Falls Drive Yarmouth, ME 04096	

<b>NEW HAMPSHIRE</b>	
Bedford Falls 5 Corporate Drive Bedford, NH 03110	Birches at Concord 300 Pleasant Street Concord, NH 03301
Nashua Crossings 674 West Hollis Street Nashua, NH 03062	Greystone Farm at Salem 242 Main Street Salem, NH 03079

**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

Maple Woods at Hamden  
35 Hamden Hills Drive  
Hamden, CT 06518

Village at Kensington Place  
511 Kensington Avenue  
Meriden, CT 06451

Village at South Farms  
645 Saybrook Road  
Middletown, CT 06457

Carriage Green at Milford  
77 Plains Road  
Milford, CT 06461

Academy Point at Mystic  
20 Academy Lane  
Mystic, CT 06355

Crescent Point at Niantic  
417 Main Street  
Niantic, CT 06357

Ridgefield Crossings  
640 Danbury Road  
Ridgefield, CT 06877

Atrium at Rocky Hill  
1160 Elm Street  
Rocky Hill, CT 06067

Village at Buckland Court  
432 Buckland Road  
South Windsor, CT 06074

Edgehill Senior Living Community &  
Edgehill Health Center  
122 Palmers Hill Road  
Stamford, CT 06902

Middlebrook Farms at Trumbull  
2750 Reservoir Avenue  
Trumbull, CT 06611

Village at East Farms  
180 Scott Road  
Waterbury, CT 06705

Coachman Square at Woodbridge  
21 Bradley Road  
Woodbridge, CT 06525

Benchmark Senior Living at Split Rock  
708-A Bridgeport Avenue  
Shelton, CT 06484

<b>VERMONT</b>	
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Arbors at Shelburne 687 Harbor Road Shelburne, VT 05482	
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<b>RHODE ISLAND</b>	
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Blenheim-Newport 303 Valley Road Middletown, RI 02842	Capitol Ridge at Providence 700 Smith Street Providence, RI 02908
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Greenwich Farms at Warwick 75 Minnesota Avenue Warwick, RI 02888	
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**EXHIBIT D. 1.**

Audited and certified financial statements prepared for Benchmark Investments IX  
LLC and B-IX Edgehill LLC.

# **Benchmark Investments IX LLC (d/b/a Edgehill)**

Consolidated Financial Report  
December 31, 2013

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## Independent Auditor's Report

The Executive Committee  
Benchmark Investments IX LLC  
Wellesley, Massachusetts

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Benchmark Investments IX LLC (d/b/a Edgehill) which comprise the consolidated balance sheets as of December 31, 2013 and 2012 and the related consolidated statements of operations, members' equity (deficit) and cash flows for the year ended December 31, 2013 and the period November 14, 2011 (inception) to December 31, 2012 and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Benchmark Investments IX LLC (d/b/a Edgehill) as of December 31, 2013 and 2012 and the results of its operations and its cash flows for the year ended December 31, 2013 and the period from November 14, 2011 (inception) to December 31, 2012 in accordance with accounting principles generally accepted in the United States of America.

*McGladrey LLP*

Des Moines, Iowa  
March 20, 2014

**Benchmark Investments IX LLC (d/b/a Edgehill)**

**Consolidated Balance Sheets  
December 31, 2013 and 2012**

	2013	2012
<b>Assets</b>		
Cash and cash equivalents	\$ 12,064,654	\$ 12,476,589
Assets limited as to use	7,690,227	8,045,288
Accounts receivable, less allowance for uncollectible accounts: 2013 \$14,567; 2012 \$7,560	1,051,780	863,486
Prepaid expenses and other	787,559	478,618
Property, plant and equipment, net	94,338,629	95,011,577
Intangible assets, net	34,058,750	45,766,750
Goodwill	1,480,489	1,480,489
Deferred financing costs, net	414,626	558,844
	<u>\$ 151,886,714</u>	<u>\$ 164,681,641</u>
<b>Liabilities and Members' Equity</b>		
<b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 1,617,803	\$ 2,117,262
Deferred revenue, nonrefundable entrance fees	4,818,502	2,656,864
Interest rate swap liability	727,135	1,287,908
Long-term debt	42,634,516	43,796,213
Reservation and waitlist deposits	1,629,101	2,160,450
Refundable entrance fee contracts	113,630,357	102,293,753
	<u>165,057,414</u>	<u>154,312,450</u>
Members' Equity (Deficit)	<u>(13,170,700)</u>	<u>10,369,191</u>
	<u>\$ 151,886,714</u>	<u>\$ 164,681,641</u>

See Notes to Consolidated Financial Statements.

**Benchmark Investments IX LLC (d/b/a Edgehill)**

**Consolidated Statements of Operations**  
**Year Ended December 31, 2013 and Period from November 14, 2011**  
**(Inception) to December 31, 2012**

	2013	2012
Revenue:		
Net resident services	\$ 21,773,559	\$ 22,651,285
Entrance fee amortization, nonrefundable portion	893,118	248,632
Other	607,513	642,757
<b>Total revenue</b>	<b>23,274,190</b>	<b>23,542,674</b>
Resident operating expenses:		
Salaries, wages and benefits	10,724,210	11,354,273
Resident service costs	3,793,646	3,751,423
General and administrative	1,517,259	1,661,809
Management fees	1,449,462	1,681,598
Property and other taxes	1,042,317	1,160,866
Marketing	522,668	976,356
Utilities	832,995	974,305
Insurance	292,305	337,255
<b>Total resident operating expenses</b>	<b>20,174,862</b>	<b>21,897,885</b>
<b>Operating income before certain expenses</b>	<b>3,099,328</b>	<b>1,644,789</b>
Other operating expenses:		
Depreciation	3,000,707	3,000,904
Amortization of intangible assets other than goodwill	11,708,000	13,133,250
Transaction costs	-	3,247,131
<b>Operating (loss)</b>	<b>(11,609,379)</b>	<b>(17,736,496)</b>
Financial income (expenses):		
Interest expense:		
Interest rate swap agreement	560,773	(1,287,908)
Accretion of interest on acquired resident contracts	(6,727,405)	(8,437,262)
Interest on long-term debt	(1,602,077)	(1,860,318)
	<b>(7,768,709)</b>	<b>(11,585,488)</b>
Amortization of deferred financing fees	(144,218)	(162,245)
	<b>(7,912,927)</b>	<b>(11,747,733)</b>
<b>Net (loss)</b>	<b>\$ (19,522,306)</b>	<b>\$ (29,484,229)</b>

See Notes to Consolidated Financial Statements.

**Benchmark Investments IX LLC (d/b/a Edgehill)**

**Consolidated Statements of Members' Equity (Deficit)**  
**Year Ended December 31, 2013 and Period from November 14, 2011**  
**(Inception) to December 31, 2012**

	B-IX Capital LLC	U.S. Healthcare Venture, LLC	Total
Balance, November 14, 2011	\$ -	\$ -	\$ -
Contributions	6,744,213	38,217,207	44,961,420
Distributions	(766,200)	(4,341,800)	(5,108,000)
Net loss	(4,422,634)	(25,061,595)	(29,484,229)
Balance, December 31, 2012	1,555,379	8,813,812	10,369,191
Distributions	(602,638)	(3,414,947)	(4,017,585)
Net loss	(2,928,346)	(16,593,960)	(19,522,306)
<b>Balance, December 31, 2013</b>	<b>\$ (1,975,605)</b>	<b>\$ (11,195,095)</b>	<b>\$ (13,170,700)</b>

See Notes to Consolidated Financial Statements.

**Benchmark Investments IX LLC (d/b/a Edgehill)**

**Consolidated Statements of Cash Flows**

**Year Ended December 31, 2013 and Period from November 14, 2011  
(Inception) to December 31, 2012**

	2013	2012
<b>Cash Flows from Operating Activities</b>		
Net (loss)	\$ (19,522,306)	\$ (29,484,229)
Adjustments to reconcile net (loss) to net cash provided by operating activities:		
Amortization of nonrefundable fees	(893,118)	(248,632)
Depreciation	3,000,707	3,000,904
Amortization	11,852,218	13,295,495
Accretion of interest on acquired resident contracts	6,727,405	8,437,262
Change in interest rate swap liability	(560,773)	1,287,908
Change in:		
Accounts receivable	(188,294)	1,091,514
Prepays and other	(308,941)	(333,618)
Accounts payable and accrued expenses	152,718	757,596
Resident deposits	(531,349)	1,212,450
Deferred revenue	3,054,756	2,905,496
<b>Net cash provided by operating activities</b>	<b>2,783,023</b>	<b>1,922,146</b>
<b>Cash Flows from Investing Activities</b>		
Net change in assets limited as to use	355,061	(8,045,288)
Acquisition of community	-	(68,675,000)
Purchases of property, plant and equipment	(2,327,759)	(3,605,304)
Payment of property and equipment purchased on account	(652,177)	-
<b>Net cash (used in) investing activities</b>	<b>(2,624,875)</b>	<b>(80,325,592)</b>
<b>Cash Flows from Financing Activities</b>		
Members' capital contribution	-	44,961,420
Members' distributions	(4,017,585)	(5,108,000)
Proceeds from refundable deposits	24,037,843	20,263,554
Repayment of refundable deposits	(19,428,644)	(12,312,063)
Payment of deferred financing costs	-	(721,089)
Proceeds from long-term debt	-	45,000,000
Principal payments of long-term debt	(1,161,697)	(1,203,787)
<b>Net cash provided by (used in) financing activities</b>	<b>(570,083)</b>	<b>90,880,035</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(411,935)</b>	<b>12,476,589</b>
Cash and cash equivalents, beginning of period	<b>12,476,589</b>	-
Cash and cash equivalents, end of period	<b>\$ 12,064,654</b>	<b>\$ 12,476,589</b>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid for interest	<b>\$ 1,597,172</b>	<b>\$ 1,768,240</b>
<b>Supplemental Disclosure of Noncash Investing Activities</b>		
Purchase of property, plant and equipment on account	<b>\$ -</b>	<b>\$ 652,177</b>

See Notes to Consolidated Financial Statements.



## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 1. Organization

Benchmark Investments IX LLC (B-IX) and Edgehill Property Corp. (collectively Edgehill) were formed to acquire, manage, own, and operate a continuing care retirement community known as Edgehill Retirement Community (the Community). Edgehill Property Corp. acquired the Community from Continuing Care Retirement Community of Greater Stamford, Inc. on November 14, 2011 (inception) through a statutory merger which consisted of an asset acquisition. The Community is leased to B-IX through a master lease agreement. Edgehill consists of 207 independent living units, 20 assisted living units, 60 skilled nursing beds (21 beds available for memory care) and common areas on a 22-acre site in Stamford, Connecticut.

B-IX is owned 15% by B-IX Capital LLC and 85% by U.S. Healthcare Venture, LLC. Edgehill Property Corp. is owned by GSS Contract Services V, Inc.

#### Note 2. Significant Accounting Policies

**Consolidation:** The master lease agreement between B-IX and Edgehill Property Corp. represents a variable interest requiring consolidation of Edgehill Property Corp. and B-IX. All material intercompany transactions and accounts have been eliminated in consolidation. As of December 31, 2013 and 2012 Edgehill Property Corp has approximately \$43,000,000 and \$44,000,000 of assets, respectively, and \$43,000,000 and \$44,000,000 of liabilities, respectively.

**Use of estimates:** The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates significant to the financial statements include the estimated life expectancy of residents used to amortize the deferred contract revenue, the estimated aggregate life (five years) of residents covered under in-place contracts at November 11, 2011, over which the related intangible asset is amortized and assumptions used in the calculation of the future service obligation.

**Cash and cash equivalents:** Cash and cash equivalents include highly liquid financial instruments with maturities of three months or less at the date of purchase. Such amounts exclude cash and cash equivalents included in assets limited as to use. Edgehill maintains its cash primarily in depository accounts at one financial institution. The combined account balances may exceed the Federal Deposit Insurance Corporation (FDIC) insurance coverage of \$250,000 and, as a result there is a concentration of credit risk related to amounts on deposit in excess of FDIC insurance coverage. Management believes, based on the quality of the financial institution, that the risk is not significant.

**Assets limited as to use:** Assets limited as to use represent reserve and other accounts set aside for specific purposes to include debt service reserve, benevolent reserve, replacement reserve, resident waiting list deposits, workers compensation restricted cash, and other deposits. The restricted cash relating to workers compensation is held by Edgehill's insurance provider in accordance with their insurance agreement. The other reserves are held in noninterest bearing cash or money market accounts.

**Accounts receivable:** Resident accounts receivable result from the monthly service fees, health care and other related services provided by Edgehill and are shown net of an allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, economic conditions, trends in Medicare health care coverage and other indicators. Interest is not charged on past due accounts.

## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 2. Significant Accounting Policies (Continued)

**Property, plant and equipment:** Property, plant and equipment acquired with the purchase of the Community was accounted for at fair value using the guidance for purchase and acquisition accounting. Property, plant and equipment purchased after November 14, 2011 is carried at cost. Depreciation is computed on the straight-line basis over the estimated useful life (5-40 years). During 2012, Edgehill began a renovation project to convert 20 skilled nursing units to 12 units of memory care. Upon completion of the remodel project in March of 2013, these costs were classified as building and equipment and are being depreciated over the life of the respective assets. As of December 31, 2013, the construction in progress includes land and other costs associated with an expansion of the Community expected to begin in 2014.

**Impairment of long-lived assets:** Long-lived assets, including property, plant and equipment and amortizable intangible assets, are tested for impairment whenever events or changes in circumstances indicate that the carrying value of such property or asset may not be recoverable. Management has performed a qualitative assessment as to whether it is more likely than not that goodwill is impaired and has determined that no impairment of long-lived assets existed at either December 31, 2013 or 2012.

**Intangible assets:** Intangible assets are comprised of certain assets that were recorded upon acquisition of the Community as follows:

**In-place resident contracts:** In-place resident contracts represent the fair value assigned to the acquired contracts with existing residents upon acquisition of the Community, which will be amortized straight line over the 5-year average estimated life of the in-place residents.

**Trade name:** The Edgehill trade name is a recognized standard for excellence in senior living. The fair value assigned to it on acquisition is being amortized straight-line over its period of estimated benefit, 5 years.

**Goodwill:** Goodwill, representing the excess of the purchase price over the underlying identifiable net assets of businesses acquired, was recognized upon acquisition of the Community. Goodwill is not amortized, but is reviewed annually for impairment, or more frequently if indicators arise. Management has performed a qualitative assessment as to whether it is more likely than not that goodwill is impaired and has determined that no impairment of goodwill exists at December 31, 2013 or 2012.

**Deferred financing fees:** Deferred financing fees consist of costs incurred in issuing long term debt, which will be amortized using the effective interest method over the term of the related debt.

**Reservation and waitlist deposits:** A deposit, equal to 10% of the total due upon execution of a continuing care contract (Contract), to reserve a unit and be placed on the waiting list is paid by a prospective resident. The deposit is held in escrow and is fully refundable until the execution of a Contract, at which time it becomes nonrefundable.

**Refundable entrance fee contracts:** Each independent living resident is required to pay an entrance fee when the unit is ready for possession consisting of a 10% nonrefundable first person fee, second person fee if applicable, and a 90% refundable first person fee. The 10% nonrefundable portion of the Contract, and any second person fees paid, are recorded as deferred revenue and amortized over the estimated life of the resident or the Contract term, whichever is shorter.

The remaining 90% is non-interest bearing and refundable, less any allowable offsets and deductions, upon the termination of the Contract and no later than the earlier of (x) sixty (60) days from receipt of payment of a new Contract by subsequent resident for the same unit, or (y) 60 months after termination of the Contract. A Contract is terminable under the terms of the Contract. As the Contract repayment is not limited to the proceeds of a subsequent contract, the refundable portion of Contracts is recorded as a liability in the financial statements.

## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 2. Significant Accounting Policies (Continued)

Contracts acquired at acquisition were recorded at fair value at the purchase date. The fair value of those in-place Contracts will be accreted to face value using the effective interest method over the estimated life expectancy of the in-place residents at acquisition. The discount rate used is 6.2%. As of December 31, 2013 and 2012 the unamortized discount is approximately \$11,683,000 and \$18,411,000, respectively.

**Obligation to provide future services (FSO):** Edgehill annually calculates, in accordance with generally accepted accounting principles (GAAP), the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from nonrefundable entrance fees, plus the depreciation related to resident contracts, plus 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.

At acquisition of the Community, the GAAP FSO was determined to be \$54,455,000. The cash inflows and outflows related to resident contracts were incorporated in the assignment of fair value to assets acquired and liabilities assumed, primarily in-place contracts and liabilities for resident contracts, although no separate amount was recorded for an FSO. Since the cash inflows and outflows related to an FSO that a marketplace participant would consider have already been incorporated in the assignment of fair values at inception, only future increases in the FSO above the amount determined at acquisition will be recorded as an FSO liability.

The FSO obligation at December 31, 2013 and 2012 was approximately \$28,600,000 and \$32,800,000, respectively. As these amounts are less than the FSO obligation at November 14, 2011, no FSO liability was recorded in the financial statements of Edgehill. Management anticipates the FSO liability will continue to decrease as the intangible assets for in-place resident contracts are amortized.

**Interest rate swap derivative contract:** Edgehill has entered into an interest rate swap contract in connection with its long-term debt to hedge the variability of cash flows to be received or paid related to a recognized liability. The interest rate swap contract is recognized on the balance sheet at fair value. Edgehill has not formally designated this contract as a cash flow hedge; therefore, changes in the fair value of the contract are recorded into earnings as interest expense and is affected by the variability of cash flows (e.g., when periodic settlements on a variable-rate liability are recorded in earnings). Edgehill measures the interest rate swap derivative using Level 2 inputs, as defined in the fair value hierarchy. Fair value is determined using a discounted cash flow model and observable market-based inputs, including interest rate yield curves.

**Fair value of financial instruments:** The carrying amounts of assets limited as to use, accounts receivable, accounts payable and accrued expenses, and resident deposits are estimated to approximate fair value due to their short-term nature. The fair value of long-term debt approximates book value based on contract terms currently available to Edgehill. The fair value of the interest rate swap liability is estimated by a third party using yield curves. Liabilities related to in-place refundable resident contracts were reported at fair value at acquisition. On an annual basis, it is not practicable to estimate the fair value of in-place and subsequent refundable entrance fee contracts due to the uncertainty of the timing of cash flows.

**Income taxes:** As a limited liability company, Edgehill is not subject to income taxes. Each Member is taxed on its share of Edgehill's taxable income, whether or not distributed, and reports on its tax return its share of any net income or loss. Therefore, no provision is made in these financial statements for income taxes, or penalties and interest thereon.

## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 2. Significant Accounting Policies (Continued)

In accordance with the Income Taxes Topic of the *FASB Accounting Standards Codification*, management has evaluated material tax positions and determined there were no uncertain tax positions that require adjustments to the financial statements. As Edgehill was formed in 2011, all years are subject to U.S. federal or state income tax examinations by tax authorities. Edgehill has not been notified of any impending examinations by tax authorities, and no examinations are in process.

**Resident services revenue recognition:** Revenue from resident services consists primarily of monthly resident fees for apartment, meals, resident care and other services. Such fees are reported at net estimated realizable amount in the period the services are provided. Edgehill has agreements with third-party payors that provide for payments at amounts different from Edgehill's established rates. Payment arrangements include prospectively determined per diem payments that are not subject to retrospective adjustment. Health center revenues are reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered at the time the service is provided. See Note 4 for additional information on health center revenues.

**Recent accounting pronouncements:** In January 2014, the FASB issued guidance allowing private companies an accounting alternative for the subsequent measurement of goodwill. An entity within the scope of this guidance may elect to amortize goodwill on a straight-line basis over 10 years, or less than 10 years if the entity demonstrates that another useful life is more appropriate. An entity that elects the accounting alternative is further required to make an accounting policy election to test goodwill for impairment at either the entity level or the reporting unit level. This guidance is effective prospectively to goodwill existing as of the beginning of the period of adoption and new goodwill recognized in annual periods beginning after December 15, 2014, with early adoption permitted. The Company is currently evaluating the impact of this amendment on the consolidated financial statements.

**Subsequent events:** Management has evaluated subsequent events for potential recognition and disclosure through March 20, 2014, the date the financial statements were available to be issued.

## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 3. Acquisition

Effective November 14, 2011, the Community was acquired from Continuing Care Retirement Community of Greater Stamford, Inc. with cash. The transaction was made to continue the investment and growth strategy of the investors in the senior living industry. The operating results are reflected in Edgehill's statement of operations from the acquisition date forward.

The transaction was accounted for using the acquisition method of accounting, with the purchase price allocated based on fair value of the assets acquired and the liabilities assumed. The acquisition-date fair value of total consideration was approximately \$68.7 million. The purchase price was allocated as follows:

Land	\$ 7,450,000
Buildings	82,715,000
Furniture and equipment	3,590,000
In-place resident contracts	56,700,000
Other intangibles	2,200,000
Goodwill	1,480,000
Resident receivables	1,955,000
Other assets	145,000
Accounts payable	(707,000)
Reservation and waitlist deposits	(948,000)
Resident contract liabilities	(85,905,000)
	<u>\$ 68,675,000</u>

Transaction fees and expenses of approximately \$3.2 million were incurred prior to December 31, 2012 related to the acquisition. These fees and expenses are recorded in the 2012 statement of operations, as transaction costs in other operating expenses.

#### Note 4. Medicare Reimbursement System and Concentration

Edgehill provides care to patients in its skilled nursing wing under the Medicare program. Revenue from the Medicare program accounted for approximately 25% of total revenue for the year ended December 31, 2013 and for the period from November 14, 2011 (inception) to December 31, 2012. Medicare reimburses Edgehill under prospectively determined rates based on the level of care provided. These rates, which are not subject to retrospective readjustment, vary according to a patient classification system that is based on clinical, diagnostic and other factors. At December 31, 2013 and 2012 accounts receivable from Medicare totaled \$590,000 and \$504,000, respectively.

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as accreditation, licensure, government healthcare program participation, reimbursement for patient services, and Medicare fraud and abuse. As a result, there is ongoing government activity focused on identifying possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs, together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Compliance with such laws and regulations can be subject to future review and interpretation, as well as regulatory actions unknown or unasserted at this time.

## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 5. Assets Limited as to Use

Assets limited as to use that are required to fund certain obligations under debt, resident or other agreements. Approximate assets limited to use as of December 31, 2013 and 2012 are set aside for the following purposes:

	<u>2013</u>	<u>2012</u>
Debt service reserve	\$ 4,322,000	\$ 4,311,000
Benevolent reserve	1,001,000	1,000,000
Replacement reserve	574,000	574,000
Reservation and waitlist deposits	1,623,000	2,160,000
Workers compensation	170,000	-
	<u>\$ 7,690,000</u>	<u>\$ 8,045,000</u>

#### Note 6. Property, Plant and Equipment

An approximate summary of property, plant and equipment at December 31, 2013 and 2012 is as follows:

	<u>2013</u>	<u>2012</u>
Land and land improvements	\$ 7,467,000	\$ 7,458,000
Buildings and improvements	84,636,000	83,260,000
Equipment	6,522,000	5,328,000
Construction in progress	1,715,000	1,967,000
	<u>100,340,000</u>	<u>98,013,000</u>
Less accumulated depreciation	6,001,000	3,001,000
	<u>\$ 94,339,000</u>	<u>\$ 95,012,000</u>

#### Note 7. Long-Term Debt

Edgehill entered into a credit agreement with Bank of America on November 14, 2011. The loan is payable in variable monthly principal installments plus interest at the Eurodollar Rate plus 2.35%, adjusted monthly (2.52% at December 31, 2013), with any unpaid interest and principal due November 2016. The loan is collateralized by substantially all assets of the Company, including rents of the Community. The borrower may voluntarily prepay the loan in whole or in part without penalty or premium upon 30 days written notification to the lender, provided that the principal payment thresholds are met. The terms of the note include several financial covenants that are measured periodically during the year and at December 31. These covenants include a rental payments coverage ratio greater than 1.25, a debt service coverage ratio of at least 1.00, days cash on hand of 150, a minimum occupancy percentage of 88% and a minimum loan to value of 60%. Subsequent to December 31, 2012, annual aggregate operating capital expenditures in excess of \$1,700,000 must be approved by the lender. The capital expenditures during 2013 exceeded this cap due to the renovation and expansion projects which was lender approved. Any future changes in accounting principles that would affect the computation of any ratio may, upon request, be re-negotiated.

Additionally, the note requires several reserves to be established as follows: Replacement Reserve equal to \$2,000 per bed, Reservation and Waitlist Deposits equal to the amount required by state law, Debt Service Reserve Fund equal to one year debt service plus one month's operating expenses, and a Benevolent Fund of at least \$1 million. (Note 5)

## Benchmark Investments IX LLC (d/b/a Edgehill)

### Notes to Consolidated Financial Statements

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#### Note 7. Long-Term Debt (Continued)

The Replacement Reserve and the Resident Escrow Deposits must be held in escrow at the bank. Releases from the Debt Service Reserve Fund must be approved by the lender.

The approximate aggregate annual principal payments due subsequent to December 31, 2013 are as follows:

Year Ending December 31:

2014	\$ 1,206,000
2015	1,251,000
2016	40,178,000
	<u>\$ 42,635,000</u>

Edgehill has entered into an interest rate swap agreement relating to its long-term debt with an amortized notional amount of approximately \$42,635,000 and \$43,796,000 as of December 31, 2013 and 2012, respectively, and a term extending through November 2016. The swap effectively fixes the interest rate at 3.65%. The approximate fair value of the interest rate swap derivative liability at December 31, 2013 and 2012 is \$727,000 and \$1,288,000, respectively, with that same amount included in interest expense in the statement of operations.

#### Note 8. Intangible Assets, Net

As of December 31, 2013 and 2012, Edgehill has the following approximate amounts related to intangible assets:

	2013		
	Original Cost	Accumulated Amortization	Unamortized Amount
Intangible asset:			
In-place resident contracts	\$ 56,700,000	\$ (24,097,000)	\$ 32,603,000
Tradenname	1,750,000	(744,000)	1,006,000
Other	450,000	-	450,000
	<u>\$ 58,900,000</u>	<u>\$ (24,841,000)</u>	<u>\$ 34,059,000</u>
	2012		
	Original Cost	Accumulated Amortization	Unamortized Amount
Intangible asset:			
In-place resident contracts	\$ 56,700,000	\$ (12,739,000)	\$ 43,961,000
Tradenname	1,750,000	(394,000)	1,356,000
Other	450,000	-	450,000
	<u>\$ 58,900,000</u>	<u>\$ (13,133,000)</u>	<u>\$ 45,767,000</u>

The aggregate amortization expense for these intangible assets for the year ended December 31, 2013 and period from November 14, 2011 (inception) to December 31, 2012 was approximately \$11,708,000 and \$13,133,000, respectively. Estimated amortization expense for each of the years 2014 through 2015 is approximately \$11,690,000, and for 2016 estimated to be \$10,229,000.

## **Benchmark Investments IX LLC (d/b/a Edgehill)**

### **Notes to Consolidated Financial Statements**

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#### **Note 9. Related Parties**

Edgehill and Benchmark Senior Living LLC (BSL) (affiliated through common ownership with B-IX) entered into a five-year management agreement on November 14, 2011, pursuant to which BSL provides professional management and administrative services. After the five-year term the agreement automatically renews for one-year terms on an annual basis as long as a member of the Benchmark Group is the manager of B-IX. Management fees of approximately \$1,449,000 and \$1,682,000 were incurred under this contract for the year ended December 31, 2013 and period from November 14, 2011 (inception) to December 31, 2012, respectively.

BSL employs all employees of the Community and is reimbursed by Edgehill for actual payroll costs, to include salaries, wages, employer taxes and other employer paid benefits. Amounts incurred for the year ended December 31, 2013 and during the period November 14, 2011 (inception) to December 31, 2012 under this agreement were approximately \$10,153,000 and \$10,721,000, respectively.

Additionally, Edgehill reimburses BSL for 401k plan expense related to the Community's employees. Plan expense for the year ended December 31, 2013 and period ended December 31, 2012 was approximately \$91,000 and \$87,000, respectively.

In connection with the acquisition of Edgehill, B-IX paid an acquisition fee of \$715,000 to BSL. The acquisition fee was treated as transaction fees and recorded in the statement of operations as non-operating expenses, during the period November 14, 2011 (inception) to December 31, 2012.

#### **Note 10. Commitments and Contingencies**

Edgehill has purchased professional liability insurance with coverage on a claims-made basis up to \$1,000,000 per occurrence, with an aggregate limit of \$3,000,000.

Edgehill accepts noncontract holding patients into the skilled nursing facility under a waiver from the State of Connecticut Department of Social Services. The waiver expires in July 2015, after which date Edgehill can no longer accept noncontract-holding patients absent an extension of the waiver. Edgehill is aware of this potential revenue loss, the amount of which could vary depending on the proportion of contract and noncontract holders receiving care from the health care center.

Edgehill is exposed to the risk of investigation, lawsuits and claims in the normal course of business. Management has evaluated current activities and actions and believes they would not materially affect the financial position or results of operations.



**EXHIBIT D. 2.**

Current Actuary Tables 17b-533-6 (Questions 2-8), respondent to Regs., Conn. State Agencies §17b-533-6(a)(2-10) were prepared for, and filed by, B-IX Edgehill LLC.

**Table 17b – 533-6  
(Question 2)**

*Residential Turnover Rates*

<b>Independent Living</b>		
<b>Year</b>	<b>Apartment Turnover Percentage (b)</b>	<b>Number of Apartments Turned Over (c)</b>
2013(a)	15.3%	30
2014	14.3%	28
2015	14.3%	28
2016	14.3%	28
2017	13.3%	26
2018	13.8%	27

*Sources: AVP Tables 0.3.3, 1.1.1, and 2.13*

- (a) 2013 numbers and percentages are based on actual experience of deaths and withdrawals and an assumed occupancy of 196 during FY 2013.*
- (b) Percentage is calculated based on average number of units occupied.*
- (c) These numbers have been rounded.*

**Table 17b – 533-6  
(Question 3)**

*Average Age of Residents*

<b>Independent Living</b>	
<b>Year</b>	<b>Age</b>
2013(a)	87.9
2014	87.9
2015	87.9
2016	87.8
2017	87.7
2018	87.6

*Sources: AVP Tables 0.1.2 and 2.2*

*(a) 2013 numbers calculated by taking Independent Living {(Female average age x totals female) + (Male average age x totals male) ÷ by sum total of females plus males } from (Table 0.1.2)*

**Table 17b – 533-6  
(Question 4)**

**Healthcare Utilization Rates, Part 1  
Admission Rates/100 ILU Residents**

<b>Year</b>	<b>Assisted Living</b>	<b>Nursing Care</b>
2013(a)	1.74	0.87
2014	2.99	2.56
2015	2.97	2.54
2016	2.53	2.53
2017	2.51	2.51
2018	2.50	2.09

*Sources: AVP Tables 2.3 and 2.5*

*(a) 2013 rates are based on actual permanent transfers.*

**FORMULA:** *permanent transfers by level of care (Table 2.3) ÷ (apartment resident days (Table 2.5) ÷ 365 ÷ 100)*

**Table 17b – 533-6  
(Question 4)**

**Healthcare Utilization Rates, Part 2  
Admission Rates/100 ILU Residents**

<b>Year</b>	<b>Assisted Living</b>	<b>Nursing Care</b>
2013(a)	2,388	2,383
2014	2,548	2,542
2015	2,700	3,108
2016	2,824	3,432
2017	2,874	3,653
2018	2,903	3,803

*Sources: AVP Tables 2.5*

*(a) 2013 based on actual experience.*

*FORMULA: level of care days x 365 ÷ apartment days x 100*

**Table 17b – 533-6  
(Question 5)**

*Occupancy Rates*

<b>Year</b>	<b>Apartments</b>	<b>Assisted Living*</b>	<b>Nursing Care</b>
2013(a)	94.7	75.0	20.0
2014	94.7	81.7	28.1
2015	94.7	87.2	34.6
2016	94.7	91.9	38.5
2017	94.7	94.0	41.2
2018	94.7	95.3	43.0

*Source: AVP Table 2.5*

*Note: Occupancy rates in Assisted Living and Nursing Care reflect temporary and permanent contractholders only.*

*\*Our projections for assisted living reflect anticipated needs. If these needs exceed capacity, we assume that management will handle situation by:*

- 1. Providing home care or similar services at resident's current location;*
- 2. Transferring excess assisted living utilization to the nursing center; or*
- 3. Placing residents in off-site health care facility.*

*FORMULA: Assisted living and nursing care rates are based on average resident days shown in Table 2.5 ÷ 365 ÷ capacity (20 ALU and 58 NCU) x 100*

*(a) 2013 ILU occupancy rate was received from client.*



**Table 17b – 533-6  
(Question 6)**

***Healthcare Admissions***

<b>Year</b>	<b>Assisted Living</b>	<b>Nursing Care</b>
2013(a)	4	2
2014	7	6
2015	7	6
2016	6	6
2017	6	6
2018	6	5

***Note: Healthcare admissions relate only to contractholders and do not include direct admissions (AVP Table 2.3)***

***(a) 2013 admissions are based on actual experience.***

**Table 17b – 533-6  
(Question 7)**

*Healthcare Days per Year*

<b>Year</b>	<b>Assisted Living</b>	<b>Nursing Care</b>
2013(a)	5,493	4,986
2014	5,964	5,949
2015	6,366	7,328
2016	6,707	8,150
2017	6,864	8,723
2018	6,955	9,113

*Sources: AVP Tables 1.2.2 and 2.5*

*(a) 2013 days based on actual experience reflected in Table 1.2.2*



**Table 17b – 533-6  
(Question 8)**

*Number of Permanent Transfers  
(numbers have been rounded)*

<b>Year</b>	<b>Perm Xfer to ALU from ILU</b>	<b>Perm Xfer to NCU from ILU</b>	<b>Perm Xfer to NCU from ALU</b>	<b>Total</b>
2013(a)	4	2	0	6
2014	7	6	3	16
2015	7	6	3	16
2016	6	6	3	15
2017	6	6	3	15
2018	6	5	3	14

*Sources AVP Tables 1.1.3 and 2.3*

*(a) 2013 numbers are based on actual experience*



**EXHIBIT E**

**PRO FORMA INCOME STATEMENTS**

**Edgehill Senior Living Community**  
**5 Year Pro-forma**  
*Projected*

	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Revenues</b>					
<b>Monthly service fees:</b>					
Independent Living (Primary)	\$ 11,479,824	\$ 12,149,883	\$ 12,865,366	\$ 13,673,204	\$ 14,390,248
Independent Living (Second Occupant)	652,151	678,237	705,367	733,581	762,925
Assisted Living	1,089,300	1,125,056	1,161,996	1,200,163	1,239,596
Skilled Nursing	7,586,029	7,889,232	8,204,306	8,531,731	8,871,992
<b>Skilled Nursing:</b>					
Therapy	2,079,997	2,163,197	2,249,725	2,339,714	2,433,302
Ancillary	776,167	807,214	839,503	873,083	908,006
Contractual Allowance	(2,050,285)	(2,132,296)	(2,217,588)	(2,306,292)	(2,398,543)
Ancillary - other	795,232	827,041	860,123	894,528	930,309
Other Income	140,000	160,000	180,000	200,000	200,000
<b>Total Revenues</b>	22,548,415	23,667,564	24,848,798	26,139,712	27,337,834
<b>Operating Expenses</b>					
Administrative & General	4,035,121	4,189,693	4,355,244	4,522,829	4,697,481
Management Fees	1,462,936	1,544,911	1,597,397	1,638,192	1,635,108
Property Expense	994,605	1,034,389	1,075,764	1,118,795	1,163,547
Plant Operations	2,202,911	2,285,704	2,373,104	2,462,366	2,555,030
Food Services	3,059,039	3,163,557	3,276,500	3,388,552	3,504,503
Laundry	146,358	151,079	156,250	161,295	166,506
Housekeeping	731,132	754,111	779,477	803,991	829,286
Resident Care	6,076,175	6,281,994	6,505,036	6,725,648	6,953,900
Program/Recreation	765,757	792,144	820,593	848,903	878,211
Marketing	1,036,880	1,074,278	1,113,855	1,154,160	1,195,991
<b>Total Expenses</b>	20,510,912	21,271,860	22,053,219	22,824,733	23,579,563
<b>Net Operating Income</b>	\$ 2,037,503	\$ 2,395,704	\$ 2,795,579	\$ 3,314,979	\$ 3,758,271
add: Gross Entrance Fees	\$ 20,346,545	\$ 17,309,685	\$ 18,002,072	\$ 18,103,364	\$ 16,971,124
less: Refunds	\$ (13,636,249)	\$ (10,079,028)	\$ (10,902,928)	\$ (11,479,234)	\$ (11,606,799)
Net entrance fee flow through	\$ 6,710,296	\$ 7,230,657	\$ 7,099,144	\$ 6,624,129	\$ 5,364,326
less: Debt service	\$ (2,747,003)	\$ (2,747,003)	\$ (2,747,003)	\$ (2,747,003)	\$ (2,747,003)
less: Capital expenditures	\$ (940,570)	\$ (978,193)	\$ (1,017,321)	\$ (967,227)	\$ (1,100,334)
less: Asset Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Cash Flow *</b>	\$ 5,060,226	\$ 5,901,165	\$ 6,130,399	\$ 6,224,879	\$ 5,275,259
<b>Occupancy %</b>	92.4%	93.3%	94.3%	95.4%	95.5%

Note: Management concludes that the current year pro forma does not show a materially unfavorable deviation from last year's pro forma.

\* Amounts do not include distributions to owners, which are determined at management's discretion.



## ***Disclosure Statement***

### ***Exhibit E***

Edgehill Senior Living Community

Pro-forma Assumptions

**Occupancy:** Unit occupancy is projected to be 92.4% in 2014 and then subsequently increases approximately 100 basis points each year until 2018 (2015 at 93.3% 2016 at 94.3%, 2017 at 95.4% & 2018 95.5%).

**Service Fees (excluding entrance fee activities):** Service fees consist of monthly service fees from Independent Living, Assisted Living and Skilled Nursing residents. Service fees are projected to grow at 4% per year through 2014 and then 5% per year thereafter due to a combination of an increase in rate and occupancy.

**Ancillary – other income:** Other ancillary income consists of beauty and barber, food service, health at home and other miscellaneous revenue. Ancillary revenue is projected to grow 4% per year for the next five years.

**Operating expense:** Operating expenses are projected to grow at a rate of 4% per year.

**Entrance fee revenue:** See Table 17b-533-6 for assumptions related to Independent Living turnover.

**Debt Service assumptions:** Edgehill entered into a 5 year credit agreement with Bank of America on November 14<sup>th</sup> 2011. The loan is payable in variable monthly principal installments plus interest at the Eurodollar rate plus 2.35%. The assumption is that this loan will be refinanced on or around the fifth anniversary.

**Capital Expenditures:** Spend is based on Edgehill's 5 year cap-ex assessment & related strategy.

**EXHIBIT F**  
**ENTRANCE FEES/PERIODIC CHARGES**

**EXHIBIT F**  
**ENTRANCE FEES AND MONTHLY FEES**  
**EFFECTIVE JANUARY 1, 2014**

<b>UNIT NAME</b>	<b>UNIT TYPE</b>	<b># OF UNITS</b>	<b>CURRENT MAXIMUM ENTRANCE FEE*</b>	<b>CURRENT MAXIMUM MONTHLY FEE*</b>
The Willow	1 Bedroom, 1 Bath	26	\$525,000	\$4,480
The Cedarwood	1 Bedroom, 1 Bath	12	\$555,000	\$4,480
The Birch	1 Bedroom, 1 Bath, Den	13	\$623,000	\$4,780
The Chestnut	1 Bedroom, 1- ½ Baths, Den	21	\$699,000	\$4,950
The Hickory	2 Bedrooms, 2 Baths	25	\$786,000	\$5,590
The Basswood	2 Bedrooms, 2 Baths	30	\$839,000	\$5,740
The Sycamore	2 Bedrooms, 2 Baths	36	\$881,000	\$5,900
The Oak	2 Bedrooms, 2- ½ Baths, Den	2	\$1,009,000	\$6,130
The Elm	2 Bedrooms, 2- ½ Baths, Den	12	\$1,034,000	\$6,130
The Silver Maple	2 Bedrooms, 2- ½ Baths, Den	9	\$1,070,000	\$6,130
The Copper Beech	2 Bedrooms, 2- ½ Baths, Den	12	\$1,259,000	\$6,760
The Dogwood	2 Bedrooms, 2- ½ Baths, Den	4	\$1,297,000	\$7,720
The Mulberry	2 Bedrooms, 2- ½ Baths, Den	2	\$1,382,000	\$8,110
The Walnut	2 Bedrooms, 2- ½ Baths, Den	1	\$1,470,000	\$9,260
The Blue Spruce	2 Bedrooms, 2- ½ Baths, Den	2	\$1,566,000	\$9,550
<b>TOTAL</b>		<b>207</b>		
<b>SECOND PERSON FEE</b>			<b>\$54,790</b>	<b>\$2,000</b>

\*The monthly fees listed are applicable to new residents only. Existing residents pay monthly fees based on their Continuing Care Contract, adjusted annually, as set forth in such contract.