



**MEADOW RIDGE**

**100 Redding Road**

**Redding, Connecticut 06896**

**(203) 544-1000**

**INFORMATION BOOKLET  
(DISCLOSURE STATEMENT)**

**Provider: Redding Life Care, LLC dba Meadow Ridge**

**Manager: Benchmark Senior Living LLC**

**Effective as of April 1, 2021**

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

**EQUAL HOUSING OPPORTUNITY**

**Acknowledgment of Receipt  
of Disclosure Statement**

**Meadow Ridge**

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

**Acknowledgment:**

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

\_\_\_\_\_  
Signature of Prospective Resident

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

\_\_\_\_\_  
Signature of Prospective Resident, if two

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

\_\_\_\_\_  
Signature of Legal Representative, if applicable

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

**Notice To  
Prospective Resident**

**Meadow Ridge**

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

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

Acknowledgment:

I, or my legal representative, have received and reviewed a copy of this Notice and a copy of the continuing-care contract prior to entering into a continuing-care contract or the transfer of any money or other property to Meadow Ridge.

\_\_\_\_\_  
Signature of Prospective Resident

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

\_\_\_\_\_  
Signature of Prospective Resident, if two

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

\_\_\_\_\_  
Signature of Legal Representative, if applicable

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

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## INTRODUCTION

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

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

### I. BACKGROUND AND THE PEOPLE

The Community was developed and is owned by Redding Life Care, LLC ("Redding Life Care"), a for-profit limited liability company. Redding Life Care maintains an office at 234 Church Street, Suite 901, New Haven, Connecticut 06510. The Community was developed in two phases. Phase I was completed in August 2002 and Phase II was completed in August 2007.

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

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

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

## COMMUNICATION WITH RESIDENTS

### Residents Association

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

### Residents' Association Board

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

## II. THE COMMUNITY

### THE LOCATION

The Community is located at 100 Redding Road, Redding, Connecticut 06896 on a spectacular 136-acre heavily wooded property with magnificent views of the Connecticut countryside. The Community boasts approximately 106 acres of "open space", a one-acre pond, views of distant rolling hills, and a 10+ acre meadow. Meadow Ridge is conveniently located on the town border of the Georgetown section of Redding, Weston and Wilton. The Community is approximately 8 miles from the Merritt Parkway (exit 42), 1/4 mile from Rt. 7, and approximately 10 miles from downtown Westport and Norwalk.

### MEADOW RIDGE

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

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

The Community operates 285 apartments, 21 assisted living apartments, a 62-bed health center (Ridge Crest), a community building and numerous outdoor common spaces. The community building includes a reception lobby, a library, an indoor swimming pool, a fitness center, men's and women's saunas, an auditorium with stage, an attractive dining room with an excellent view of rolling hills, the "Bistro" casual dining with a view of the atrium and outdoor dining space, a private dining room which may be reserved by residents who wish to entertain a group, a multipurpose room with scheduled hours for personal reflection, and several lounges designed for card playing, games, conversation or reading. Other common indoor spaces in the community building include an arts and crafts room, a card & party room, hair/nail salon, guest rooms and a large atrium. The Community also has extensive outdoor common facilities, including: a regulation tennis court, putting green, croquet court, bocce court, individual gardens, hiking trails, a gazebo by the pond, dog park and scenic seating areas. The community's lobby and areas surrounding the atrium were refurbished and updated in 2017-18.

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

#### THE PERSONNEL

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

#### THE SERVICES

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



and skilled nursing services at Ridge Crest described below (at a per diem fee for fee-for-service residents); (8) certain resident health services programs and (9) various administrative services.

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

The Community provides a fully licensed skilled nursing facility called Ridge Crest. Ridge Crest services are available to all residents of The Community in accordance with the terms of The Community's Ridge Crest Admissions Agreement. Residents may be admitted directly to Ridge Crest from their apartments. Residents who are able to do so will be encouraged to return to independent living or an assisted living apartment as soon as they are able. Residents who are unable to return to independent living, however, will have the benefit of continuing care in Ridge Crest at the fees set forth in The Community's Continuing Care Contracts. Hospital level care cannot be provided within Ridge Crest. Costs related to hospitalization are the responsibility of the resident.

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

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

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

### III. THE CONTINUING CARE PLANS

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

Under the Continuing Care Contracts, a portion of the admission payments is a repayable loan. A portion of the admission payments, the "entrance fee deposit," is refundable or partially refundable prior to financial occupancy under certain circumstances, but is not refundable after financial occupancy (nor is the balance of the entrance fee). To maximize resident flexibility and choice, Meadow Ridge offers an 80% or 50% refundable life care plan and also offers a refundable fee-for-service plan as an alternative to the life care plan. Under the fee-for-service plan, a resident pays a lower monthly fee for residential living and pays the per diem fees for assisted living and/or Ridge Crest care. Meadow Ridge also offers a declining balance life care plan, wherein a resident pays a lower admission payment, the loan portion of which is reduced over time until it reduces to zero. A listing of the current and historical Admission Payments charged under the Refundable Life Care Plan, Declining Balance Plan (Life Care) and Fee for Service Plan is included in Exhibits E and I to this Disclosure Statement.

## THE CONTINUING CARE CONTRACTS

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

## IMPORTANT PROVISIONS IN THE CONTINUING CARE CONTRACTS

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

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

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

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

**Resident's Rights.** Residents of The Community have certain rights under the Connecticut continuing care law (Conn. Gen. Stat. § 17b-520 *et seq.*), a copy of which is available upon request. Residents of The Community also have certain rights as residents of The Community because it is registered with the Department of Public Health as a managed residential community. A copy of the Managed Residential Community Residents' Bill of Rights is attached to the Continuing Care Contract as Exhibit C.

## FEE SCHEDULES

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

## THE MORTGAGE AND INDENTURE OF TRUST

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

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

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

The Trustee Mortgage permits certain "permitted encumbrances", including, but not limited to: (1) liens, encumbrances, restrictions, and other matters of record at the time of the filing of the Mortgage and the Indenture of Trust; (2) mortgages securing "purchase money indebtedness" related to financings of personal property or fixtures that are used in the operation and administration of Meadow Ridge limited to the amount of the assets financed (as well as re-financing of such debt limited to the outstanding principal balance of the debt); (3) mortgages granted to secure any financing which is used primarily to finance (or refinance) new construction or renovations or re-modeling at The Community (provided that such indebtedness when incurred may not exceed the hard and soft costs of such project and the reasonable and customary closing

costs or if a refinancing, limited to the outstanding principal amount of debt being refinanced plus reasonable and customary closing costs); and (4) mortgages granted by Redding Life Care (but not any subsequent owner of Meadow Ridge) securing up to \$60,000,000 of debt unrelated to The Community. Except for such permitted encumbrances, the loans of the residents take priority over other claims with the exception of certain types of liens and taxes. The loans of all residents are equally protected by the Trustee Mortgage and the Indenture of Trust and there is no priority among or between the various residents.

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

## ESTATE PLANNING

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

## IV. FINANCIAL INFORMATION

### PRO FORMA

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

### FINANCIAL STATEMENTS

See Exhibit F for Redding Life Care's audited financial statements for fiscal years ending 12/31/2019 and 12/31/2018.

## V. REGULATORY MATTERS

### REGISTRATION AND LICENSING

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

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

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

### ENTRANCE FEE DEPOSIT ESCROW

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

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

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

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

Included as Exhibit H to this Disclosure Statement is a statement from the escrow agent, verifying that the required Entrance Fee Deposit Escrow has been established and maintained.

### OPERATING RESERVES

Meadow Ridge is required under applicable law to establish and maintain reserves in an amount sufficient to cover: (a) all principal and interest, rental or lease payments due during the next 6 months on account of any first mortgage loan or other long-term financing (or such lesser amount as determined by the applicable State agency or department); and (b) the total cost of

operation of The Community for a one-month period, excluding debt service and certain capital expenditures. Such reserves are maintained in accounts at Truist Bank.

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

#### TAX CONSIDERATIONS

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

#### JUDICIAL PROCEEDINGS

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

#### AFFILIATIONS

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

**EXHIBIT A-1**

**REFUNDABLE CONTINUING CARE CONTRACT (LIFE CARE)**



**100 Redding Road**

**Redding, Connecticut 06896**

**(203) 544-1000**

**CONTINUING CARE CONTRACT**

**(Life Care)**



## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Meadow Ridge**

**CONTINUING CARE CONTRACT**

**1. ENTRANCE FEE AND LOAN**

**1.1. Admission Payments**

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

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

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

**1.2. Entrance Fee**

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

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

### **1.3. Loan**

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

### **1.4. Capital Improvements Fee**

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

## **2. REIMBURSEMENT OF ADMISSION PAYMENTS**

### **2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy**

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

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

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

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

## **2.2. Forfeiture of Entrance Fee After Occupancy**

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

## **2.3. Repayment of Loan**

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

## **2.4. Right of Offset**

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

## **3. REGULAR MONTHLY CHARGES**

### **3.1. Reserved**



**3.2. Monthly Fees**

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

**3.3. Regular Monthly Charges**

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

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

**3.4. Payment**

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

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

**3.5. Termination of Charges for Apartment**

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

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

#### **4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS**

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

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

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

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

(o) Stackable washer and dryer in each apartment;

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

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

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

(s) Use of recycling rooms on every floor;

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

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

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

## **5. SERVICES PROVIDED FOR AN EXTRA CHARGE**

### **5.1. Miscellaneous Additional Services**

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

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

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

## **5.2. Certain Services in Resident's Apartment**

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

## **5.3. Garage Rental Fee**

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

## **6. ASSISTED LIVING AND RIDGE CREST**

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

Community, including to Ridge Crest, upon 30 days' written notice (or lesser notice in an emergency), if your continued occupancy of your Apartment or other accommodation within The Community is no longer appropriate for your care needs due to either improvement or declines in your mental or physical condition. Your Apartment may not be appropriate for occupancy by you, for example if you require 24-hour nursing care, Assisted Living Services that include 24-hour assistance, transfers requiring the assistance of two persons or other personal or health care services ordinarily not available at home; if your behavior is disruptive to other residents; if you are confused and attempt to leave the community without supervision; or are otherwise unable to care or have proper care provided for yourself. You further agree that you will move, on a temporary or permanent basis, to an appropriate off-site facility that provides treatment for mental disorders if the need for such transfer is certified by one or more physicians in accordance with state law. You will be responsible for all costs associated with your stay at such off-site facility.

#### **6.1. Accommodations**

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

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

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

“Additional Health Care Fees,” include charges for assisted living services above the Basic Assisted Living Services described below, charges for Alzheimer's or other specialized memory care above the basic memory care services described below, meal charges and other incidental fees listed in the Assisted Living Residency Agreement (Continuing Care) or Ridge Crest Admission Agreement. Basic Assisted Living Services that are included as part of your Monthly Fee consist

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

### **6.3. Pre-Existing Conditions**

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

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

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

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

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

**6.4.1 Release Apartment.** If you choose to release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal the then current Monthly Fee for your Apartment plus any Additional Health Care Fees. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay for the cost of the two meals per day not covered by the Monthly Fee at the then current charge for extra meals.

**6.4.2 Retain Apartment.** If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to your current Monthly Fee plus any Additional Health Care Fees. In addition, you will continue to pay your Monthly Fee for your Apartment and all other applicable Regular Monthly Charges. You will also pay the cost of the one meal per day not covered by the two Monthly Fees at the then current charge for extra meals.

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

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

**6.5.1 Release Apartment.** If you release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment (first and second person) will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fees for your Apartment. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay for the cost of the four meals per day not covered by the Monthly Fees at the then current charge for extra meals and any applicable Additional Ridge Crest Fees.

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

## **6.6. Outside Care**

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

### **6.6.2 Nursing Care if a Bed is Not Available.**

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

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

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



Section 6.6.3 your stay will not reduce the number of cumulative days of care that you are eligible to receive without additional charge pursuant to Section 6.2.

**6.7. Return to Apartment**

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

**6.8. Special Services**

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

**6.9. Medical Director**

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

**6.10. Transfer from Assisted Living to Nursing Care**

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

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

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

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

## **6.12. Supplemental Insurance**

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

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

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

## **6.13. Admission Agreements**

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

## **7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT**

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

## **8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY**

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

## **9. OUR TERMINATION RIGHTS**

### **9.1. Just Cause**

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

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

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

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

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

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

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

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

**9.2. Limitations on Termination Rights for Financial Inability**

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

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

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

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

### **9.3. Notice of Termination**

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

### **9.4. Emergency Termination**

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

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT**

### **10.1. Use of Apartment**

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

### **10.2. Residency in Apartment**

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

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

### **10.3. Changes; Relocation**

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

### **10.4. Furnishings**

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

### **10.5. Alterations by You**

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

### **10.6. Additional Charges**

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

## **11. AMENDMENTS**

**11.1. This Agreement**

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

**11.2. Laws and Regulations**

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

**12. MISCELLANEOUS LEGAL PROVISIONS**

**12.1. Governing Law**

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

**12.2. Consent to Forum**

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

**12.3. Separability**

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

**12.4. Capacity**

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

### **12.5. Residents**

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

### **12.6. Resident Rights**

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

### **12.7. Nature of Rights**

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

### **12.8. Release**

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

### **12.9. Indemnity**

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



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

**12.10. Entire Agreement**

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

**12.11. Tax Considerations**

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

**12.12. Subordination**

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

**12.13. Transfers**

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

**12.14. Law Changes**

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

**12.15. Residents' Association**

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

#### **12.16. Rights of Third Parties**

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

#### **12.17. Estate Planning**

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

#### **12.18. Private Employees of Residents**

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

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

**12.19. Compliance with Laws and Regulations**

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

**12.20. Complaint Resolution Process**

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

**12.21. Notice**

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

**Meadow Ridge:**

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

**Resident to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**12.22. 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 Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to The Community.

### **13. RESERVE POLICY**

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

### **14. RESIDENT REPRESENTATIONS**

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

### **15. RESIDENT HANDBOOK**

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

### **16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS**

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

## **17. PERSONAL REPRESENTATIVE**

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

**18. ACKNOWLEDGEMENT**

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

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

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

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

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

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

Executed at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RESIDENT:**

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

\_\_\_\_\_  
Resident or Resident's Representative

By: \_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
Resident or Resident's Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**EXHIBIT A**  
**LOAN AGREEMENT**

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

**1. Payment of Loan Proceeds.**

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

**2. Interest.**

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

**3. Security.**

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

**4. Repayment.**

Your Loan shall become due and payable as follows:

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

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

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

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

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



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

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

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

**5. Successors and Assigns.**

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

Executed at \_\_\_\_\_, Connecticut this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RESIDENT:**

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

\_\_\_\_\_  
Resident or Resident's Representative

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

\_\_\_\_\_  
Resident or Resident's Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**EXHIBIT B**

**Ancillary Charges**



## ANCILLARY CHARGES

JANUARY 1, 2021 TO DECEMBER 31, 2021

SERVICE	CHARGE
<b>GUEST SERVICES</b>	
King Room	\$ 155.00* per night – King size bed \$ 25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$ 190.00* per night – 2 Double beds \$ 285.00* per night – sleeps 6 \$ 325.00* per night – sleeps 8-10 \$ 40.00 cancellation fee if less than 24 hours' notice
Marketing Suite	\$ 450.00* per night – sleeps 8-10
Marketing Suite	\$ 400.00* per night – sleeps 6
Late Check-Out Fee (until 3:00 p.m.)	\$ 40.00
*includes 15% CT Room Tax	

<b>MEALS</b>	
Guest Meals	\$ 20.00 when using meal credit \$ 28.50 without using meal credit
Children's Meals (10 years and under)	\$ 13.00 per meal
Sunday Brunch Sunday Plated Brunch	\$ 23.50 when using meal credit \$ 33.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Seder, Mother's Day, Father's Day, Thanksgiving & Christmas	\$ 39.50 meal credits may not be used
Memorial Day, July 4 <sup>th</sup> , Labor Day	\$ 30.00 meal credits may not be used
Meal Delivery Charges	\$ 5.00
Resident Meal (Additional)	\$ 20.00
Absence Meal Credit	\$ 6.65
Catering Charges	Priced upon request

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

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

Other specialized equipment as medically necessary will be charged per current vendor pricing.

*Please see Health Center Ancillary Charge document for details.*

<b>HOUSEKEEPING &amp; MAINTENANCE SERVICES</b>	
Additional Housekeeping Services	\$ 30.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Silver polishing (polish provided by EVS)	\$ 40.00 per hour
Fluff & Fold laundry service – pick up & delivery fee (Laundry fee schedule available on request)	\$ 5.00 pickup
In home laundry service	\$ 30.00 per hour
Biohazard Fee (Biological clean up)	\$ 50.00
Additional maintenance services: (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 45.00 per hour (plus supplies where applicable)
Box Spring & Mattress Removal	Per Moving Company Rates
Stuffed Chair or Dresser Removal	Per Moving Company Rates
Couch/love Seat Removal	Per Moving Company Rates
Mixed trash Removal	\$ 65.00
Installation of new lock and key	(per maintenance)

*\*For additional housekeeping services including Fluff & Fold contact x504.*

<b>PORTER TRANSPORT SERVICES</b>	
Porter transport services (via wheelchair)	\$ 15.00 one-way \$ 30.00 round-trip
*this includes oversized deliveries to/from apartments (staff will let you know if a delivery falls into this category prior to delivering)	\$ 15.00 one-way

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

<b>SECURITY</b>	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$ 15.00 per key
Replacement Mailbox Key	\$ 7.00 per key *updated*
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$ 15.00 *updated*
Additional Personal Help Button (PHB)	\$ 120.00
Parking fine	\$ 50.00

<b>TRANSPORTATION</b>	
Personal Transportation (Between 8:00 am & 4:30 pm. Additional fees may apply.) Personal trips on the weekend: 2-hour minimum applies	
By car	\$ 32.00* per hour (plus .58 cents per mile**)
By W/C Van or Bus	\$ 35.00* per hour (plus .58 cents per mile**)
After Hours wheelchair van (2-hour minimum)	\$70.00 per hour (plus .58 cents per mile**)
Wrong Direction fee	\$20.00
Activity Bus Transportation	<b><i>(determined by Resident Life Director)</i></b>
Coach Bus	<b><i>(determined by Resident Life Director) Based on Trip Destination</i></b>
Event Bus Reservations	\$ 150.00 first 2 hours; \$35.00/hour thereafter
Branchville Rail Station – Business hours pick-up	\$ 20.00 one way
Branchville Rail Station – AFTER hours pick-up	\$ 60.00 one way

\* Holiday rate is \$50.00 per hour.

\*\* The per mile fee fluctuates with current IRS guidelines.

*We are pleased to provide complimentary transportation to medical appointments as outlined in the Transportation Policy with a 48-hour advance notification. (Please note that there may be an additional fee if the driver waits longer than one hour.)*

*As a courtesy to other residents, residents are asked to provide a 48-hour advance notification for canceled appointments and to schedule their appointments in accordance with the North-South schedule to avoid a \$20.00 fee.*

*Transportation outside the scheduled radius is also available. Kindly call 203-544-1222 to speak with the Transportation Department.*

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

<b>OFFICE SERVICES</b>	
Copier/Printing	\$ .65 per page (black and white)
Color Printouts	\$ .65 per page
Fax (incoming and outgoing)	\$ .50 per page (cover page no charge)
Business Envelope	\$ .50 each
Large Envelope – 8.5” x 11”	\$ 1.00 each
IT Services (Computer hardware/software installation, repair or software training)	\$ 35.00 for first half hour (with appointment) \$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type OR \$ 14.00 Magnet Type
Replacement Name Badge Magnet or Pin	\$ 3.00
Notary Services, appointment required	\$ 5.00
Laminating	\$ 2.00 per page
Shredding Services	\$ 1.30 per pound
Typing Services	\$ 32.00 per hour (\$16.00 per half hour)
Postage	\$ <i>as metered</i>
Garage Rental	\$ 170.00 per month
Resident Payment Late Fee	\$ <i>as per stated in contract</i>
Personal Assistant Services such as accompanying residents to medical appointments and pickups, shopping trips and other transports, dog walking, cat and dog sitting, bill paying, and other special services as needed.	\$ 30.00 per hour (1 hour minimum) After the first hour, would be paid in 15-minute increments
Wheelchair transfers (no physical assistance in chair transfers or oxygen transfers) Round trip	\$ 20.00 for same-day request \$ 15.00 – schedule 24 hours in advance

<b>ACCOUNTING SERVICES</b>	
Returned checks	\$ 45.00/per check

# ANCILLARY CHARGES

**JANUARY 1, 2021 TO DECEMBER 31, 2021**

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

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

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

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

		<b>Fees:</b>
	<b>Nursing</b> services are charged at <u>\$66 per 30 minutes:</u>	
Nurse	<ul style="list-style-type: none"> <li>• No less than a 30-minute charge per visit</li> <li>• No more than 3 hrs. per day; not all on one shift</li> <li>• Maximum of 6 visits per day at 30 minutes per visit</li> </ul>	\$ 66.00/ per 30 minutes
	<b>Aide</b> services are charged at <u>\$19.40 per 30 minutes:</u>	
Aide	<ul style="list-style-type: none"> <li>• No less than a 30-minute charge per visit</li> <li>• No more than 3 hrs. per day; not all on one shift</li> <li>• Maximum of 6 visits per day at 30 minutes per visit</li> </ul>	\$ 19.40/ per 30 minutes

### A LA CARTE

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

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

		<b>Fees:</b>
Nurse	One-time fee to initiate services	\$ 100.00
Nurse	Nursing Visit	\$ 65.00 /per 30 minutes
Aide	Certified Nurses Aid Visit (no personal care)	\$ 19.00 /per 30 minutes
Aide	CNA Safety check	\$ 15.50 /per one visit
RD	Registered Dietician Assessment and Consultation	\$ 75.00 /per hour
Aide	Wheelchair transfers (no physical assistance in chair transfers or oxygen transfers) Round trip	\$30.00

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021****SAFETY CHECKS:**

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Aide Visit x1 per night	\$ 15.50	\$ 108.50	\$ 465.00
Aide	Aide Visit x2 per night	\$ 31.00	\$ 217.00	\$ 930.00
Aide	Aide Visit x3 per night	\$ 46.50	\$ 325.50	\$ 1,395.00
Aide	Aide Visit x4 per night	\$ 62.00	\$ 434.00	\$ 1,860.00

**WHEELCHAIR ESCORTS:**

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x1	N/A	N/A	\$ 900.00
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x2	N/A	N/A	\$1,800.00
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x3	N/A	N/A	\$2,700.00
	Wheelchair Escorts			\$30 per trip a la carte escort

**MEDICATION MANAGEMENT:**

Medication management is provided per your physician's order.

The services provided must match the physician's order for the administration of the medication.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Nurse	Med Mgt: RN/LPN setup \$66 x3.5 (hrs.)	N/A	N/A	\$ 231.00
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> x1 Daily Aide x7 queue	N/A	N/A	\$ 558.46
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> + x2 Daily Aide x7 queue	N/A	N/A	\$ 1,161.91
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> + x3 Daily Aide x7 queue	N/A	N/A	\$ 1,675.36



**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021****PERSONAL CARE:**

The services provided as Personal Care are done so on a prepackaged basis.

A resident can purchase a package, not use the entire number of services provided, and the price of the package remains the same.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Aide services are charged at \$19.00 per 30 minutes x1 daily	\$ 19.00	\$ 133.00	\$ 578.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x2 daily	\$ 38.00	\$ 266.00	\$ 1,156.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x3 daily	\$ 57.00	\$ 399.00	\$ 1,734.50
Aide	Aide services are charged at \$19.00 per 30 minutes, x4 daily	\$ 76.00	\$ 532.00	\$ 2,312.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x5 daily	\$ 95.00	\$ 665.00	\$ 2,890.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x6 daily	\$ 114.00	\$ 798.00	\$ 3,477.00

**MEDICATION ADMINISTRATION:**

Medication administration is provided per your physician's order.

The services provided must match the physician's order for the administration of the medication.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Nurse	Medication admin. scheduled appt. in RHS office (15 minutes minimum)	\$ 33.00	\$ 231.00	\$ 990.00
Nurse	Medication admin. X1 daily in Resident's Apt.	\$ 66.00	\$ 462.00	\$ 1,980.00
Nurse	Medication admin. X2 daily in Resident's Apt.	\$ 132.00	\$ 924.00	\$ 3,960.00
Nurse	Medication admin. X3 daily in Resident's Apt.	\$ 198.00	\$ 1,386.00	\$ 5,940.00

**EXHIBIT C  
PRE-EXISTING CONDITIONS**

Resident:

1. Pre-Existing Condition: \_\_\_\_\_

Category: \_\_\_\_\_

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: \_\_\_\_\_

*(Circle One)*

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

Category: \_\_\_\_\_

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: \_\_\_\_\_

*(Circle One)*

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

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

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

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

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

## **Identification of Pre-Existing Conditions**

### **I. Definitions**

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

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

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

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

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

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

### **III. Payment Obligations**

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

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

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

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

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

**CURRENT OR CONCOMITANT CONDITIONS**

Category A

- a. Endocrine disorders
  - Diabetes
  - Thyroid disease
  - Adrenal disorder
  - Pituitary disorder
  - Other (specify) \_\_\_\_\_
  
- b. Stable rheumatologic disease
  - Rheumatoid arthritis
  - Osteoarthritis
  - Gout
  - Other (specify) \_\_\_\_\_
  
- c. Gastrointestinal disease
  - Peptic ulcer disease
  - Diverticular disease
  - Inflammatory bowel disease
  - Other (specify) \_\_\_\_\_
  
- d. Stable heart disease
  - Congestive heart disease
  - S/P therapy for CAD
  - Treated cardiac arrhythmia

- Hypertension
- Post pacemaker insertion
- Post myocardial infarction
- Other (specify) \_\_\_\_\_

e. Stable or reversible neurologic disease

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

f.  Alcoholism

Category B

a. Chronic lung disease

\_\_\_ Emphysema

\_\_\_ Bronchiectasis

\_\_\_ Toxic lung disease

\_\_\_ Lung disease secondary to lupus

\_\_\_ Erythematosus or amyloidosis

\_\_\_ Environmental lung disease

\_\_\_ Bronchitis

\_\_\_ Other (specify) \_\_\_\_\_

b. Chronic renal disease

\_\_\_ Amyloidosis

\_\_\_ Chronic glomerulonephritis

\_\_\_ Chronic uremia

\_\_\_ Chronic pyelonephritis

\_\_\_ Chronic renal failure

\_\_\_ Other (specify) \_\_\_\_\_

c. Active malignant diseases. Specify \_\_\_\_\_

d. Progressive neurologic disease

\_\_\_ Amyotrophic lateral sclerosis

\_\_\_ Parkinson's disease

\_\_\_ Myopathies/neuropathies

\_\_\_ Multiple sclerosis

\_\_\_Huntington's chorea

\_\_\_ Other (specify) \_\_\_\_\_

Category C

a. Chronic brain disease (dementia)

\_\_\_ Chronic dementias

\_\_\_ Alcoholic psychoses

\_\_\_ Organic Brain syndrome associated with using drugs

\_\_\_ Korsakoff's syndrome

\_\_\_ Alzheimer's disease

\_\_\_ Short term memory loss

\_\_\_ Other (specify) \_\_\_\_\_



**EXHIBIT D**  
**MANAGED RESIDENTIAL COMMUNITY**  
**RESIDENTS' BILL OF RIGHTS**

You have the right to:

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

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

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

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

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

Regional Ombudsman – South Western Region  
Long Term Care Ombudsman Program  
249 Thomaston Avenue  
Waterbury, CT 06702  
(203) 597-4181  
1-866-388-1888

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

## **EXHIBIT E**

### **RESIDENT COMPLAINT RESOLUTION**

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

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

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

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

Dated: February 2021

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

**Meadow Ridge**

100 Redding Road  
Redding, CT 06896  
203-544-1000  
[www.MeadowRidge.com](http://www.MeadowRidge.com)

**EXHIBIT A-2**

**DECLINING BALANCE CONTINUING CARE CONTRACT**  
**(LIFE CARE)**



**100 Redding Road**

**Redding, Connecticut 06896**

**(203) 544-1000**

**DECLINING BALANCE**  
**CONTINUING CARE CONTRACT**

**(Life Care)**

## GLOSSARY

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Meadow Ridge**

**CONTINUING CARE CONTRACT**

**1. ENTRANCE FEE AND LOAN**

**1.1. Admission Payments**

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

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

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

**1.2. Entrance Fee**

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

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

### **1.3. Loan**

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

### **1.4. Capital Improvements Fee**

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

### **1.5. Declining Balance of Loan**

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

## **2. REIMBURSEMENT OF ADMISSION PAYMENTS**

### **2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy**

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

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

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

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

## **2.2. Forfeiture of Entrance Fee After Occupancy**

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

## **2.3. Repayment of Loan**

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

## **2.4. Right of Offset**

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

## **3. REGULAR MONTHLY CHARGES**

### **3.1. Reserved**

### **3.2. Monthly Fees**

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

### **3.3. Regular Monthly Charges**

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

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

### **3.4. Payment**

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

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



### **3.5. Termination of Charges for Apartment**

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

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

## **4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS**

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

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

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

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

## **5. SERVICES PROVIDED FOR AN EXTRA CHARGE**

### **5.1. Miscellaneous Additional Services**

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

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

### **5.2. Certain Services in Resident's Apartment**

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

### **5.3. Garage Rental Fee**

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

## **6. ASSISTED LIVING AND RIDGE CREST**

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

### **6.1. Accommodations**

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

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

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

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

### **6.3. Pre-Existing Conditions**

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

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

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

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

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

**6.4.1 Release Apartment.** If you choose to release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal the then current Monthly Fee for your Apartment plus any Additional Health Care Fees. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay for the cost of the two meals per day not covered by the Monthly Fee at the then current charge for extra meals.

**6.4.2 Retain Apartment.** If you do not release your Apartment, you will pay an assisted living or nursing care Monthly Fee in an amount equal to your current Monthly Fee plus any Additional Health Care Fees. In addition, you will continue to pay your Monthly Fee for your Apartment and all other applicable Regular Monthly Charges. You will also pay the cost of the one meal per day not covered by the two Monthly Fees at the then current charge for extra meals.

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

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

**6.5.1 Release Apartment.** If you release your Apartment for occupancy by someone else, the Monthly Fee for your Apartment (first and second person) will cease and you will pay an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fees for your Apartment. You will continue to pay all other applicable Regular Monthly Charges. In addition, you will pay for the cost of the four meals per day not covered by the Monthly Fees at the then current charge for extra meals and any applicable Additional Ridge Crest Fees.

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

## **6.6. Outside Care**

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

### **6.6.2 Nursing Care if a Bed is Not Available.**

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

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

you will continue to pay to us the Regular Monthly Charges applicable to your Apartment in the event you have not released your Apartment for reoccupancy by someone else.

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

### **6.7. Return to Apartment**

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

### **6.8. Special Services**

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

### **6.9. Medical Director**

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



**6.10. Transfer from Assisted Living to Nursing Care**

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

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

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

**6.12. Supplemental Insurance**

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

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

**6.12.1 Financial Responsibility.** Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in Ridge Crest, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in Ridge Crest, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in Ridge Crest. If you are eligible to receive the ninety (90) days of care in Ridge Crest as provided in Section 6.2 and your stay in Ridge Crest is a Medicare-qualified stay, such ninety (90) days will be applied after the expiration of your Medicare-qualified stay providing you have Medicare Part A, Medicare Part B and acceptable supplemental health

insurance or equivalent insurance coverage. If failure to maintain Medicare Part A, Medicare Part B or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as provided in Section 9.2.2 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Continuing Care Contract as provided in this Agreement.

### **6.13. Admission Agreements**

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

## **7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT**

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

## **8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY**

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

## **9. OUR TERMINATION RIGHTS**

### **9.1. Just Cause**

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

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

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

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

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

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

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

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

## **9.2. Limitations on Termination Rights for Financial Inability**

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

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

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

## **9.3. Notice of Termination**

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

## **9.4. Emergency Termination**

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

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT**

### **10.1. Use of Apartment**

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

### **10.2. Residency in Apartment**

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

### **10.3. Changes; Relocation**

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

### **10.4. Furnishings**

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

furniture and other property at the expense of you or your estate. We may dispose of such furniture or other property that is not claimed within ninety (90) days after your death (or the death of the resident survivor) or termination of this Agreement, provided that we will remit to you or your estate any balance after deducting costs of disposition.

**10.5. Alterations by You**

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

**10.6. Additional Charges**

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

**11. AMENDMENTS**

**11.1. This Agreement**

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

**11.2. Laws and Regulations**

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

**12. MISCELLANEOUS LEGAL PROVISIONS**

**12.1. Governing Law**

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

**12.2. Consent to Forum**

Regardless of any present or future domicile of Resident, Resident hereby consents and agrees that the Connecticut Superior Court for the Judicial District of Danbury, or, at our option, the United States District Court for the District of

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

### **12.3. Separability**

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

### **12.4. Capacity**

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

### **12.5. Residents**

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

### **12.6. Resident Rights**

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

### **12.7. Nature of Rights**

You understand and agree that (a) this Agreement or your rights (including the use of the Apartment) under it may not be assigned and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to reimbursement of the amounts as described in Section

2; (b) this Agreement and your contractual right to occupy the Apartment shall exist and continue to exist during your lifetime unless canceled by you or terminated by us as provided herein; (c) this Agreement grants you a revocable license to occupy and use space in The Community but does not give you exclusive possession of the Apartment as against us and you shall not be entitled to any rights of specific performance but shall be limited to such remedies as set forth herein; (d) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (e) this Agreement grants to us complete decision making authority regarding the management and operation of The Community.

**12.8. Release**

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

**12.9. Indemnity**

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

**12.10. Entire Agreement**

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

**12.11. Tax Considerations**

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

**12.12. Subordination**

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



**12.13. Transfers**

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

**12.14. Law Changes**

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

**12.15. Residents' Association**

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

**12.16. Rights of Third Parties**

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

**12.17. Estate Planning**

This Agreement provides for the payment of the Admission Payments in two parts – the Entrance Fee and the Loan. The Entrance Fee Deposit is required to be paid by you upon execution of this Agreement and the balance of your Entrance Fee and the Second Person Entrance Fee, if applicable, is due and payable on the same day your Loan is due pursuant to Section 1.3. The Loan is repayable to your estate in the event of your death, or in the case of a double-occupied Apartment, the death of the surviving Resident, in accordance with the terms of the Loan Agreement. If you do not wish to have the Loan repayment made to your estate, you may choose to assign your right to repayment of the Loan to a trust or other person designated by you pursuant to a form of Assignment of Rights to Repayment approved by Meadow Ridge. In the absence of any agreement between

the Residents of a double-occupied Apartment which has been provided to Meadow Ridge prior to the repayment of the Loan, then the Loan will be repayable to the estate of the last surviving Resident. No other rights under this Agreement are assignable.

**12.18. Private Employees of Residents**

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

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

**12.19. Compliance with Laws and Regulations**

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

**12.20. Complaint Resolution Process**

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

**12.21. Notice**

All notices required by this Contract shall be in writing and mailed, via registered or certified mail return receipt requested, or hand delivered (i) to Us at our

address as shown below, and (ii) to you at the address shown below, or after your Occupancy Date, by depositing the notice in your community mail box.

**Meadow Ridge:**

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

**Resident to:**

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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.

**12.22. 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 Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to The Community.

**13. RESERVE POLICY**

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

**14. RESIDENT REPRESENTATIONS**

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

true. The foregoing representations shall be deemed made as of the date of your execution of this Agreement and as of your Occupancy Date of your Apartment.

## **15. RESIDENT HANDBOOK**

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

## **16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS**

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

## **17. PERSONAL REPRESENTATIVE**

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

**18. ACKNOWLEDGEMENT**

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

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

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

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

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

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

Executed at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RESIDENT:**

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

\_\_\_\_\_  
Resident or Resident's Representative

By: \_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
Resident or Resident's Representative

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**EXHIBIT A**  
**LOAN AGREEMENT**

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

**1. Payment of Loan Proceeds.**

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

**2. Interest.**

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

**3. Security.**

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

**4. Repayment.**

Your Loan shall become due and payable as follows:

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

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

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

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

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

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

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

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

**5. Successors and Assigns.**

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

Executed at \_\_\_\_\_, Connecticut this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RESIDENT:**

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

\_\_\_\_\_  
Resident or Resident's Representative

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

\_\_\_\_\_  
Resident or Resident's Representative

\_\_\_\_\_  
Witness



\_\_\_\_\_  
Witness



**EXHIBIT B**

**Ancillary Charges**



## ANCILLARY CHARGES

JANUARY 1, 2021 TO DECEMBER 31, 2021

SERVICE	CHARGE
<b>GUEST SERVICES</b>	
King Room	\$ 155.00* per night – King size bed \$ 25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$ 190.00* per night – 2 Double beds \$ 285.00* per night – sleeps 6 \$ 325.00* per night – sleeps 8-10 \$ 40.00 cancellation fee if less than 24 hours' notice
Marketing Suite	\$ 450.00* per night – sleeps 8-10
Marketing Suite	\$ 400.00* per night – sleeps 6
Late Check-Out Fee (until 3:00 p.m.)	\$ 40.00
*includes 15% CT Room Tax	

<b>MEALS</b>	
Guest Meals	\$ 20.00 when using meal credit \$ 28.50 without using meal credit
Children's Meals (10 years and under)	\$ 13.00 per meal
Sunday Brunch	\$ 23.50 when using meal credit
Sunday Plated Brunch	\$ 33.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Seder, Mother's Day, Father's Day, Thanksgiving & Christmas	\$ 39.50 meal credits may not be used
Memorial Day, July 4 <sup>th</sup> , Labor Day	\$ 30.00 meal credits may not be used
Meal Delivery Charges	\$ 5.00
Resident Meal (Additional)	\$ 20.00
Absence Meal Credit	\$ 6.65
Catering Charges	Priced upon request

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

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

Other specialized equipment as medically necessary will be charged per current vendor pricing.

*Please see Health Center Ancillary Charge document for details.*

<b>HOUSEKEEPING &amp; MAINTENANCE SERVICES</b>	
Additional Housekeeping Services	\$ 30.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Silver polishing (polish provided by EVS)	\$ 40.00 per hour
Fluff & Fold laundry service – pick up & delivery fee (Laundry fee schedule available on request)	\$ 5.00 pickup
In home laundry service	\$ 30.00 per hour
Biohazard Fee (Biological clean up)	\$ 50.00
Additional maintenance services: (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 45.00 per hour (plus supplies where applicable)
Box Spring & Mattress Removal	Per Moving Company Rates
Stuffed Chair or Dresser Removal	Per Moving Company Rates
Couch/love Seat Removal	Per Moving Company Rates
Mixed trash Removal	\$ 65.00
Installation of new lock and key	(per maintenance)

*\*For additional housekeeping services including Fluff & Fold contact x504.*

<b>PORTER TRANSPORT SERVICES</b>	
Porter transport services (via wheelchair)	\$ 15.00 one-way \$ 30.00 round-trip
*this includes oversized deliveries to/from apartments (staff will let you know if a delivery falls into this category prior to delivering)	\$ 15.00 one-way

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

<b>SECURITY</b>	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$ 15.00 per key
Replacement Mailbox Key	\$ 7.00 per key *updated*
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$ 15.00 *updated*
Additional Personal Help Button (PHB)	\$ 120.00
Parking fine	\$ 50.00

<b>TRANSPORTATION</b>	
Personal Transportation (Between 8:00 am & 4:30 pm. Additional fees may apply.) Personal trips on the weekend: 2-hour minimum applies	
By car	\$ 32.00* per hour (plus .58 cents per mile**)
By W/C Van or Bus	\$ 35.00* per hour (plus .58 cents per mile**)
After Hours wheelchair van (2-hour minimum)	\$70.00 per hour (plus .58 cents per mile**)
Wrong Direction fee	\$20.00
Activity Bus Transportation	<b><i>(determined by Resident Life Director)</i></b>
Coach Bus	<b><i>(determined by Resident Life Director) Based on Trip Destination</i></b>
Event Bus Reservations	\$ 150.00 first 2 hours; \$35.00/hour thereafter
Branchville Rail Station – Business hours pick-up	\$ 20.00 one way
Branchville Rail Station – AFTER hours pick-up	\$ 60.00 one way

\* Holiday rate is \$50.00 per hour.

\*\* The per mile fee fluctuates with current IRS guidelines.

*We are pleased to provide complimentary transportation to medical appointments as outlined in the Transportation Policy with a 48-hour advance notification. (Please note that there may be an additional fee if the driver waits longer than one hour.)*

*As a courtesy to other residents, residents are asked to provide a 48-hour advance notification for canceled appointments and to schedule their appointments in accordance with the North-South schedule to avoid a \$20.00 fee.*

*Transportation outside the scheduled radius is also available. Kindly call 203-544-1222 to speak with the Transportation Department.*

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

<b>OFFICE SERVICES</b>	
Copier/Printing	\$ .65 per page (black and white)
Color Printouts	\$ .65 per page
Fax (incoming and outgoing)	\$ .50 per page (cover page no charge)
Business Envelope	\$ .50 each
Large Envelope – 8.5" x 11"	\$ 1.00 each
IT Services (Computer hardware/software installation, repair or software training)	\$ 35.00 for first half hour (with appointment) \$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type OR \$ 14.00 Magnet Type
Replacement Name Badge Magnet or Pin	\$ 3.00
Notary Services, appointment required	\$ 5.00
Laminating	\$ 2.00 per page
Shredding Services	\$ 1.30 per pound
Typing Services	\$ 32.00 per hour (\$16.00 per half hour)
Postage	\$ <i>as metered</i>
Garage Rental	\$ 170.00 per month
Resident Payment Late Fee	\$ <i>as per stated in contract</i>
Personal Assistant Services such as accompanying residents to medical appointments and pickups, shopping trips and other transports, dog walking, cat and dog sitting, bill paying, and other special services as needed.	\$ 30.00 per hour (1 hour minimum) After the first hour, would be paid in 15-minute increments
Wheelchair transfers (no physical assistance in chair transfers or oxygen transfers) Round trip	\$ 20.00 for same-day request \$ 15.00 – schedule 24 hours in advance

<b>ACCOUNTING SERVICES</b>	
Returned checks	\$ 45.00/per check

# ANCILLARY CHARGES

**JANUARY 1, 2021 TO DECEMBER 31, 2021**

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

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

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

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

		<b>Fees:</b>
	<b>Nursing</b> services are charged at <u>\$66 per 30 minutes:</u>	
Nurse	<ul style="list-style-type: none"> <li>• No less than a 30-minute charge per visit</li> <li>• No more than 3 hrs. per day; not all on one shift</li> <li>• Maximum of 6 visits per day at 30 minutes per visit</li> </ul>	\$ 66.00/ per 30 minutes
	<b>Aide</b> services are charged at <u>\$19.40 per 30 minutes:</u>	
Aide	<ul style="list-style-type: none"> <li>• No less than a 30-minute charge per visit</li> <li>• No more than 3 hrs. per day; not all on one shift</li> <li>• Maximum of 6 visits per day at 30 minutes per visit</li> </ul>	\$ 19.40/ per 30 minutes

### A LA CARTE

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

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

		<b>Fees:</b>
Nurse	One-time fee to initiate services	\$ 100.00
Nurse	Nursing Visit	\$ 65.00 /per 30 minutes
Aide	Certified Nurses Aid Visit (no personal care)	\$ 19.00 /per 30 minutes
Aide	CNA Safety check	\$ 15.50 /per one visit
RD	Registered Dietician Assessment and Consultation	\$ 75.00 /per hour
Aide	Wheelchair transfers (no physical assistance in chair transfers or oxygen transfers) Round trip	\$30.00

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021****SAFETY CHECKS:**

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Aide Visit x1 per night	\$ 15.50	\$ 108.50	\$ 465.00
Aide	Aide Visit x2 per night	\$ 31.00	\$ 217.00	\$ 930.00
Aide	Aide Visit x3 per night	\$ 46.50	\$ 325.50	\$ 1,395.00
Aide	Aide Visit x4 per night	\$ 62.00	\$ 434.00	\$ 1,860.00

**WHEELCHAIR ESCORTS:**

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x1	N/A	N/A	\$ 900.00
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x2	N/A	N/A	\$1,800.00
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x3	N/A	N/A	\$2,700.00
	Wheelchair Escorts			\$30 per trip a la carte escort

**MEDICATION MANAGEMENT:**

Medication management is provided per your physician's order.

The services provided must match the physician's order for the administration of the medication.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Nurse	Med Mgt: RN/LPN setup \$66 x3.5 (hrs.)	N/A	N/A	\$ 231.00
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> x1 Daily Aide x7 queue	N/A	N/A	\$ 558.46
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> + x2 Daily Aide x7 queue	N/A	N/A	\$ 1,161.91
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> + x3 Daily Aide x7 queue	N/A	N/A	\$ 1,675.36

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021****PERSONAL CARE:**

The services provided as Personal Care are done so on a prepackaged basis.

A resident can purchase a package, not use the entire number of services provided, and the price of the package remains the same.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Aide services are charged at \$19.00 per 30 minutes x1 daily	\$ 19.00	\$ 133.00	\$ 578.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x2 daily	\$ 38.00	\$ 266.00	\$ 1,156.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x3 daily	\$ 57.00	\$ 399.00	\$ 1,734.50
Aide	Aide services are charged at \$19.00 per 30 minutes, x4 daily	\$ 76.00	\$ 532.00	\$ 2,312.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x5 daily	\$ 95.00	\$ 665.00	\$ 2,890.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x6 daily	\$ 114.00	\$ 798.00	\$ 3,477.00

**MEDICATION ADMINISTRATION:**

Medication administration is provided per your physician's order.

The services provided must match the physician's order for the administration of the medication.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Nurse	Medication admin. scheduled appt. in RHS office (15 minutes minimum)	\$ 33.00	\$ 231.00	\$ 990.00
Nurse	Medication admin. X1 daily in Resident's Apt.	\$ 66.00	\$ 462.00	\$ 1,980.00
Nurse	Medication admin. X2 daily in Resident's Apt.	\$ 132.00	\$ 924.00	\$ 3,960.00
Nurse	Medication admin. X3 daily in Resident's Apt.	\$ 198.00	\$ 1,386.00	\$ 5,940.00



**EXHIBIT C  
PRE-EXISTING CONDITIONS**

Resident:

1. Pre-Existing Condition: \_\_\_\_\_

Category: \_\_\_\_\_

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: \_\_\_\_\_

*(Circle One)*

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

Category: \_\_\_\_\_

Date of Last Confinement in Hospital,

Nursing Facility or Assisted Living Facility: \_\_\_\_\_

*(Circle One)*

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

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

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

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

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

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

## **Identification of Pre-Existing Conditions**

### **I. Definitions**

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

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

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

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

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

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

### **III. Payment Obligations**

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

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

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

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

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

**CURRENT OR CONCOMITANT CONDITIONS**

Category A

- a. Endocrine disorders
  - Diabetes
  - Thyroid disease
  - Adrenal disorder
  - Pituitary disorder
  - Other (specify) \_\_\_\_\_
  
- b. Stable rheumatologic disease
  - Rheumatoid arthritis
  - Osteoarthritis
  - Gout
  - Other (specify) \_\_\_\_\_
  
- c. Gastrointestinal disease
  - Peptic ulcer disease
  - Diverticular disease
  - Inflammatory bowel disease
  - Other (specify) \_\_\_\_\_
  
- d. Stable heart disease
  - Congestive heart disease
  - S/P therapy for CAD
  - Treated cardiac arrhythmia

- Hypertension
- Post pacemaker insertion
- Post myocardial infarction
- Other (specify) \_\_\_\_\_

e. Stable or reversible neurologic disease

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

f.  Alcoholism

Category B

a. Chronic lung disease

\_\_\_ Emphysema

\_\_\_ Bronchiectasis

\_\_\_ Toxic lung disease

\_\_\_ Lung disease secondary to lupus

\_\_\_ Erythematosus or amyloidosis

\_\_\_ Environmental lung disease

\_\_\_ Bronchitis

\_\_\_ Other (specify) \_\_\_\_\_

b. Chronic renal disease

\_\_\_ Amyloidosis

\_\_\_ Chronic glomerulonephritis

\_\_\_ Chronic uremia

\_\_\_ Chronic pyelonephritis

\_\_\_ Chronic renal failure

\_\_\_ Other (specify) \_\_\_\_\_

c. Active malignant diseases. Specify \_\_\_\_\_

d. Progressive neurologic disease

\_\_\_ Amyotrophic lateral sclerosis

\_\_\_ Parkinson's disease

\_\_\_ Myopathies/neuropathies

\_\_\_ Multiple sclerosis

\_\_\_Huntington's chorea

\_\_\_ Other (specify) \_\_\_\_\_

Category C

a. Chronic brain disease (dementia)

\_\_\_ Chronic dementias

\_\_\_ Alcoholic psychoses

\_\_\_ Organic Brain syndrome associated with using drugs

\_\_\_ Korsakoff's syndrome

\_\_\_ Alzheimer's disease

\_\_\_ Short term memory loss

\_\_\_ Other (specify) \_\_\_\_\_

**EXHIBIT D**  
**MANAGED RESIDENTIAL COMMUNITY**  
**RESIDENTS' BILL OF RIGHTS**

You have the right to:

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



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

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

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

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

Regional Ombudsman – South Western Region  
 Long Term Care Ombudsman Program  
 249 Thomaston Avenue  
 Waterbury, CT 06702  
 (203) 597-4181  
 1-866-388-1888

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

## **EXHIBIT E**

### **RESIDENT COMPLAINT RESOLUTION**

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

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

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

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

Dated: February 2021

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

**Meadow Ridge**

100 Redding Road  
Redding, CT 06896  
203-544-1000  
[www.MeadowRidge.com](http://www.MeadowRidge.com)

**EXHIBIT A-3**

**REFUNDABLE CONTINUING CARE CONTRACT**  
**(FEE FOR SERVICE)**



**100 Redding Road**

**Redding, Connecticut 06896**

**(203) 544-1000**

**CONTINUING CARE CONTRACT**

**(Fee-For-Service)**

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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**Meadow Ridge**

**CONTINUING CARE CONTRACT**

**(Fee-For-Service)**

**1. ENTRANCE FEE AND LOAN**

**1.1. Admission Payments**

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

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

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

**1.2. Entrance Fee**

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

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

### **1.3. Loan**

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

### **1.4. Capital Improvements Fee**

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

## **2. REIMBURSEMENT OF ADMISSION PAYMENTS**

### **2.1. Reimbursement of Entrance Fee Deposit Prior to Occupancy**

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

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

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

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

**2.2. Forfeiture of Entrance Fee After Occupancy**

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

**2.3. Repayment of Loan**

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

**2.4. Right of Offset**

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

### **3. REGULAR MONTHLY CHARGES**

#### **3.1. Reserved**

#### **3.2. Monthly Fees**

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

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

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

#### **3.3. Regular Monthly Charges**

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

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

#### **3.4. Payment**

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

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

### **3.5. Termination of Charges for Apartment**

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

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

## **4. SERVICES AND FEATURES PROVIDED TO ALL APARTMENT RESIDENTS**

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

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



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

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

## **5. SERVICES PROVIDED FOR AN EXTRA CHARGE**

### **5.1. Miscellaneous Additional Services**

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

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

### **5.2. Certain Services in Resident's Apartment**

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

### **5.3. Garage Rental Fee**

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

## **6. ASSISTED LIVING AND RIDGE CREST**

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

### **6.1. Accommodations in Assisted Living and Ridge Crest**

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

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

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

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

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

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

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

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

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

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

**6.4. Outside Care**

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

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

#### **6.5. Return to Apartment**

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

#### **6.6. Reserved**

#### **6.7. Medical Director**

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

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

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

## **6.9. Supplemental Insurance**

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

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

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

## **6.10. Admission Agreements**

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

## **7. DURATION OF YOUR RIGHT TO OCCUPY THE APARTMENT**

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

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

## **8. YOUR VOLUNTARY CANCELLATION RIGHTS AFTER OCCUPANCY**

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

## **9. OUR TERMINATION RIGHTS**

### **9.1. Just Cause**

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

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

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

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

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

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

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

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

## **9.2. Limitations on Termination Rights for Financial Inability**

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

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

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



### **9.3. Notice of Termination**

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

### **9.4. Emergency Termination**

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

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR APARTMENT**

### **10.1. Use of Apartment**

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

### **10.2. Residency in Apartment**

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

### **10.3. Changes; Relocation**

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

### **10.4. Furnishings**

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

### **10.5. Alterations by You**

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

### **10.6. Additional Charges**

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

## **11. AMENDMENTS**

### **11.1. This Agreement**

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

## **11.2. Laws and Regulations**

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

## **12. MISCELLANEOUS LEGAL PROVISIONS**

### **12.1. Governing Law**

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

### **12.2. Consent to Forum**

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

### **12.3. Separability**

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

### **12.4. Capacity**

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

## **12.5. Residents**

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

## **12.6. Resident Rights**

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

## **12.7. Nature of Rights**

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

## **12.8. Release**

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

## **12.9. Indemnity**

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

**12.10. Entire Agreement**

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

**12.11. Tax Considerations**

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

**12.12. Subordination**

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

**12.13. Transfers**

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

**12.14. Law Changes**

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

**12.15. Residents' Association**

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

### **12.16. Rights of Third Parties**

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

### **12.17. Estate Planning**

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

### **12.18. Private Employees of Residents**

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

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

**12.19. Compliance with Laws and Regulations**

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

**12.20. Complaint Resolution Process**

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

**12.21. Notice**

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

**Meadow Ridge:**

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

**Resident to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**12.22. 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 Senior Living LLC has the authority to act on our behalf with regard to all matters pertaining to us and to The Community.

### **13. RESERVE POLICY**

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

### **14. RESIDENT REPRESENTATIONS**

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

### **15. RESIDENT HANDBOOK**

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

### **16. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS**

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



## **17. PERSONAL REPRESENTATIVE**

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

**18. ACKNOWLEDGEMENT**

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

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

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

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

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

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

Executed at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RESIDENT:**

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

\_\_\_\_\_  
Resident or Resident's Representative

By: \_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
Resident or Resident's Representative

Fee For Service Residency Agreement – 04-01-2021

\_\_\_\_\_  
Witness



\_\_\_\_\_  
Witness

**EXHIBIT A**  
**LOAN AGREEMENT**

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

**1. Payment of Loan Proceeds.**

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

**2. Interest.**

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

**3. Security.**

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

**4. Repayment.**

Your Loan shall become due and payable as follows:

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

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

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

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

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

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

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

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

**5. Successors and Assigns.**

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

Executed at \_\_\_\_\_, Connecticut this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RESIDENT:**

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

\_\_\_\_\_  
Resident or Resident's Representative

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

\_\_\_\_\_  
Resident or Resident's Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**EXHIBIT B**

**Ancillary Charges**



## ANCILLARY CHARGES

JANUARY 1, 2021 TO DECEMBER 31, 2021

SERVICE	CHARGE
<b>GUEST SERVICES</b>	
King Room	\$ 155.00* per night – King size bed \$ 25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$ 190.00* per night – 2 Double beds \$ 285.00* per night – sleeps 6 \$ 325.00* per night – sleeps 8-10 \$ 40.00 cancellation fee if less than 24 hours' notice
Marketing Suite	\$ 450.00* per night – sleeps 8-10
Marketing Suite	\$ 400.00* per night – sleeps 6
Late Check-Out Fee (until 3:00 p.m.)	\$ 40.00
*includes 15% CT Room Tax	

<b>MEALS</b>	
Guest Meals	\$ 20.00 when using meal credit \$ 28.50 without using meal credit
Children's Meals (10 years and under)	\$ 13.00 per meal
Sunday Brunch Sunday Plated Brunch	\$ 23.50 when using meal credit \$ 33.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Seder, Mother's Day, Father's Day, Thanksgiving & Christmas	\$ 39.50 meal credits may not be used
Memorial Day, July 4 <sup>th</sup> , Labor Day	\$ 30.00 meal credits may not be used
Meal Delivery Charges	\$ 5.00
Resident Meal (Additional)	\$ 20.00
Absence Meal Credit	\$ 6.65
Catering Charges	Priced upon request

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

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

Other specialized equipment as medically necessary will be charged per current vendor pricing.

*Please see Health Center Ancillary Charge document for details.*

<b>HOUSEKEEPING &amp; MAINTENANCE SERVICES</b>	
Additional Housekeeping Services	\$ 30.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Silver polishing (polish provided by EVS)	\$ 40.00 per hour
Fluff & Fold laundry service – pick up & delivery fee (Laundry fee schedule available on request)	\$ 5.00 pickup
In home laundry service	\$ 30.00 per hour
Biohazard Fee (Biological clean up)	\$ 50.00
Additional maintenance services: (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 45.00 per hour (plus supplies where applicable)
Box Spring & Mattress Removal	Per Moving Company Rates
Stuffed Chair or Dresser Removal	Per Moving Company Rates
Couch/love Seat Removal	Per Moving Company Rates
Mixed trash Removal	\$ 65.00
Installation of new lock and key	(per maintenance)

*\*For additional housekeeping services including Fluff & Fold contact x504.*

<b>PORTER TRANSPORT SERVICES</b>	
Porter transport services (via wheelchair)	\$ 15.00 one-way \$ 30.00 round-trip
*this includes oversized deliveries to/from apartments (staff will let you know if a delivery falls into this category prior to delivering)	\$ 15.00 one-way



**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

<b>SECURITY</b>	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$ 15.00 per key
Replacement Mailbox Key	\$ 7.00 per key *updated*
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$ 15.00 *updated*
Additional Personal Help Button (PHB)	\$ 120.00
Parking fine	\$ 50.00

<b>TRANSPORTATION</b>	
Personal Transportation (Between 8:00 am & 4:30 pm. Additional fees may apply.) Personal trips on the weekend: 2-hour minimum applies	
By car	\$ 32.00* per hour (plus .58 cents per mile**)
By W/C Van or Bus	\$ 35.00* per hour (plus .58 cents per mile**)
After Hours wheelchair van (2-hour minimum)	\$70.00 per hour (plus .58 cents per mile**)
Wrong Direction fee	\$20.00
Activity Bus Transportation	<b><i>(determined by Resident Life Director)</i></b>
Coach Bus	<b><i>(determined by Resident Life Director) Based on Trip Destination</i></b>
Event Bus Reservations	\$ 150.00 first 2 hours; \$35.00/hour thereafter
Branchville Rail Station – Business hours pick-up	\$ 20.00 one way
Branchville Rail Station – AFTER hours pick-up	\$ 60.00 one way

\* Holiday rate is \$50.00 per hour.

\*\* The per mile fee fluctuates with current IRS guidelines.

*We are pleased to provide complimentary transportation to medical appointments as outlined in the Transportation Policy with a 48-hour advance notification. (Please note that there may be an additional fee if the driver waits longer than one hour.)*

*As a courtesy to other residents, residents are asked to provide a 48-hour advance notification for canceled appointments and to schedule their appointments in accordance with the North-South schedule to avoid a \$20.00 fee.*

*Transportation outside the scheduled radius is also available. Kindly call 203-544-1222 to speak with the Transportation Department.*

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021**

<b>OFFICE SERVICES</b>	
Copier/Printing	\$ .65 per page (black and white)
Color Printouts	\$ .65 per page
Fax (incoming and outgoing)	\$ .50 per page (cover page no charge)
Business Envelope	\$ .50 each
Large Envelope – 8.5” x 11”	\$ 1.00 each
IT Services (Computer hardware/software installation, repair or software training)	\$ 35.00 for first half hour (with appointment) \$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type OR \$ 14.00 Magnet Type
Replacement Name Badge Magnet or Pin	\$ 3.00
Notary Services, appointment required	\$ 5.00
Laminating	\$ 2.00 per page
Shredding Services	\$ 1.30 per pound
Typing Services	\$ 32.00 per hour (\$16.00 per half hour)
Postage	\$ <i>as metered</i>
Garage Rental	\$ 170.00 per month
Resident Payment Late Fee	\$ <i>as per stated in contract</i>
Personal Assistant Services such as accompanying residents to medical appointments and pickups, shopping trips and other transports, dog walking, cat and dog sitting, bill paying, and other special services as needed.	\$ 30.00 per hour (1 hour minimum) After the first hour, would be paid in 15-minute increments
Wheelchair transfers (no physical assistance in chair transfers or oxygen transfers) Round trip	\$ 20.00 for same-day request \$ 15.00 – schedule 24 hours in advance

<b>ACCOUNTING SERVICES</b>	
Returned checks	\$ 45.00/per check

# ANCILLARY CHARGES

**JANUARY 1, 2021 TO DECEMBER 31, 2021**

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

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

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

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

		<b>Fees:</b>
	<b>Nursing</b> services are charged at <u>\$66 per 30 minutes</u> :	
Nurse	<ul style="list-style-type: none"> <li>• No less than a 30-minute charge per visit</li> <li>• No more than 3 hrs. per day; not all on one shift</li> <li>• Maximum of 6 visits per day at 30 minutes per visit</li> </ul>	\$ 66.00/ per 30 minutes
	<b>Aide</b> services are charged at <u>\$19.40 per 30 minutes</u> :	
Aide	<ul style="list-style-type: none"> <li>• No less than a 30-minute charge per visit</li> <li>• No more than 3 hrs. per day; not all on one shift</li> <li>• Maximum of 6 visits per day at 30 minutes per visit</li> </ul>	\$ 19.40/ per 30 minutes

### A LA CARTE

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

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

		<b>Fees:</b>
Nurse	One-time fee to initiate services	\$ 100.00
Nurse	Nursing Visit	\$ 65.00 /per 30 minutes
Aide	Certified Nurses Aid Visit (no personal care)	\$ 19.00 /per 30 minutes
Aide	CNA Safety check	\$ 15.50 /per one visit
RD	Registered Dietician Assessment and Consultation	\$ 75.00 /per hour
Aide	Wheelchair transfers (no physical assistance in chair transfers or oxygen transfers) Round trip	\$30.00

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021****SAFETY CHECKS:**

		Daily	Wkly	Mthly
Aide	Aide Visit x1 per night	\$ 15.50	\$ 108.50	\$ 465.00
Aide	Aide Visit x2 per night	\$ 31.00	\$ 217.00	\$ 930.00
Aide	Aide Visit x3 per night	\$ 46.50	\$ 325.50	\$ 1,395.00
Aide	Aide Visit x4 per night	\$ 62.00	\$ 434.00	\$ 1,860.00

**WHEELCHAIR ESCORTS:**

		Daily	Wkly	Mthly
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x1	N/A	N/A	\$ 900.00
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x2	N/A	N/A	\$1,800.00
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x3	N/A	N/A	\$2,700.00
	Wheelchair Escorts			\$30 per trip a la carte escort

**MEDICATION MANAGEMENT:**

Medication management is provided per your physician's order.

The services provided must match the physician's order for the administration of the medication.

		Daily	Wkly	Mthly
Nurse	Med Mgt: RN/LPN setup \$66 x3.5 (hrs.)	N/A	N/A	\$ 231.00
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> x1 Daily Aide x7 queue	N/A	N/A	\$ 558.46
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> + x2 Daily Aide x7 queue	N/A	N/A	\$ 1,161.91
Nurse	Med Mgt: RN/LPN monthly medication management <u>plus</u> + x3 Daily Aide x7 queue	N/A	N/A	\$ 1,675.36

**ANCILLARY CHARGES****JANUARY 1, 2021 TO DECEMBER 31, 2021****PERSONAL CARE:**

The services provided as Personal Care are done so on a prepackaged basis.

A resident can purchase a package, not use the entire number of services provided, and the price of the package remains the same.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Aide services are charged at \$19.00 per 30 minutes x1 daily	\$ 19.00	\$ 133.00	\$ 578.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x2 daily	\$ 38.00	\$ 266.00	\$ 1,156.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x3 daily	\$ 57.00	\$ 399.00	\$ 1,734.50
Aide	Aide services are charged at \$19.00 per 30 minutes, x4 daily	\$ 76.00	\$ 532.00	\$ 2,312.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x5 daily	\$ 95.00	\$ 665.00	\$ 2,890.00
Aide	Aide services are charged at \$19.00 per 30 minutes, x6 daily	\$ 114.00	\$ 798.00	\$ 3,477.00

**MEDICATION ADMINISTRATION:**

Medication administration is provided per your physician's order.

The services provided must match the physician's order for the administration of the medication.

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Nurse	Medication admin. scheduled appt. in RHS office (15 minutes minimum)	\$ 33.00	\$ 231.00	\$ 990.00
Nurse	Medication admin. X1 daily in Resident's Apt.	\$ 66.00	\$ 462.00	\$ 1,980.00
Nurse	Medication admin. X2 daily in Resident's Apt.	\$ 132.00	\$ 924.00	\$ 3,960.00
Nurse	Medication admin. X3 daily in Resident's Apt.	\$ 198.00	\$ 1,386.00	\$ 5,940.00

**EXHIBIT D**  
**MANAGED RESIDENTIAL COMMUNITY**  
**RESIDENTS' BILL OF RIGHTS**

You have the right to:

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

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

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

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

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

Regional Ombudsman – South Western Region  
 Long Term Care Ombudsman Program  
 249 Thomaston Avenue  
 Waterbury, CT 06702  
 (203) 597-4181  
 1-866-388-1888

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident



## EXHIBIT E

### **RESIDENT COMPLAINT RESOLUTION**

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

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

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

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

Dated: February 2021

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Relationship to Resident

**Meadow Ridge**

100 Redding Road  
Redding, CT 06896  
203-544-1000  
[www.MeadowRidge.com](http://www.MeadowRidge.com)

**EXHIBIT B-1**

**OWNERSHIP OF REDDING LIFE CARE, LLC**

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

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

**EXHIBIT B-2**

**MANAGER, OFFICERS AND DIRECTORS OF REDDING LIFE CARE, LLC**

Directors:

David Reis  
Brett Mehlman  
Denise deFiebre  
Thomas Grape  
Sarah Laffey

Manager:

Senior Care Development LLC

Officers:

David Reis – Chief Executive Officer  
Brett Mehlman – Chief Operating Officer  
Denise deFiebre - Senior Vice President  
Tom Grape – Assistant Secretary  
Sarah Laffey – Assistant Secretary  
Jerry Liang – Assistant Secretary  
Brian Danaher – Assistant Secretary  
Lynda Maryanski – Assistant Secretary

**EXHIBIT C**

**SENIOR LIVING COMMUNITIES MANAGED BY**  
**BENCHMARK SENIOR LIVING LLC**

**BENCHMARK COMMUNITIES**

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

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

**MAINE**

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

**NEW HAMPSHIRE**

Bedford Falls  
5 Corporate Drive  
Bedford, NH 03110

Birches at Concord  
300 Pleasant Street  
Concord, NH 03301

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

Greystone Farm at Salem  
242 Main Street  
Salem, NH 03079

Arbors of Bedford  
70 Hawthorne Drive  
Bedford, NH 03110

Evolve at Rye  
295 Lafayette Road  
Rye, NH 03870

**CONNECTICUT**

River Ridge at Avon  
101 Bickford Extension  
Avon, CT 06001

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

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

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



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
Edgehill Senior Living Community & Edgehill Health Center 122 Palmers Hill Road Stamford, CT 06902	Benchmark Senior Living at 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
Crescent Point at Niantic 417 Main Street Niantic, CT 06357	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 708A Bridgeport Avenue Shelton, CT 06484	Sturges Ridge of Fairfield 448 Mill Plain Road Fairfield, CT 06824
Meadow Ridge 100 Redding Road Redding, CT 06896	

**VERMONT**

The Arbors at Shelburne  
687 Harbor Road  
Shelburne, VT 05482

**RHODE ISLAND**

Blenheim-Newport  
303 Valley Road  
Middletown, RI 02842

Capitol Ridge at Providence  
700 Smith Street  
Providence, RI 02908

Greenwich Farms at Warwick  
75 Minnesota Avenue  
Warwick, RI 02888

**NEW YORK**

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

Orchard Estate of Woodbury  
900 Woodbury Road  
Woodbury, NY 11797

## EXHIBIT D

### DESCRIPTION OF THE SERVICES, BENEFITS AND POLICIES

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

#### **Activities Director (Ridge Crest and Assisted Living)**

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

#### **Assisted Living Services**

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

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

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

Supervision in the taking of medications;

Assistance in daily living activities;

A private room;

Three full meals per day;

Clean linens and towels as needed;

Personal laundry services;

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

Housekeeping service;

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

Services of an activities director and social service representative;

Scheduled local transportation, conditioned upon ability to participate;

Access to telephone; and

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

### **Dining Services**

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

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

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

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

### **Financial Data**

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

### **Flat Laundry**

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

## **Gratuities**

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

## **Housekeeping Services**

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

## **Monthly Billing Service**

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

## **Other Charges**

Other services may be provided to residents at extra charge and added to the monthly bill. Such services include, but are not limited to: guest accommodations, guest meals over the monthly meal allowance, salon services, additional resident meals, additional housekeeping, personal laundry service, and such other reasonable services as requested. A list of ancillary charges is included in Exhibit I to this Disclosure Statement.

## **Pets**

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

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

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

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

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

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

### **Prescription Service**

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

### **Private Dining Room**

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

### **Reception Desk**

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

### **Resident Life Director**

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

### **Residents' Association Board**

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

### **Resident's Parking**

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

will rent a garage pursuant to a one-year renewable lease and pay an additional monthly garage rental fee. Garage spaces shall be used only for motor vehicle parking and shall not be used for storage.

### **Salon Services**

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

### **Security**

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

### **Supportive Services for Apartment Residents**

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

### **Telephone Service**

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

### **Television Service**

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

### **Ridge Crest at Meadow Ridge**

In the event a resident requires skilled nursing care, he or she may be admitted by physician's order directly to Ridge Crest from the apartment. Life care residents of The Community have priority access to Ridge Crest. Fee-for-service residents of The Community have priority access to Ridge Crest over non-residents. If a resident desires additional private nursing staff while in Ridge Crest, arrangements may be made through Ridge Crest at an extra charge to the resident. For life care residents, since only one meal per day is included in the monthly fee, two additional meals each day will be added to a resident's monthly billing statements when he or she is admitted to Ridge Crest. Fee-for-service residents pay our private pay rates then in effect. Visitors and volunteers are encouraged to visit the residents in Ridge Crest. Friends, relatives, or spouses may take meals with residents in Ridge Crest with advance notification.

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

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

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

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

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

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

### **Transportation**

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

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



**EXHIBIT E**

**HISTORICAL ADMISSION PAYMENTS, MONTHLY FEES, ETC.**

**80% REFUND ADMISSION PAYMENT**

	January 2016	March 2017	March 2018	April 2019	August 2020
A1 AVON	\$482,000	\$506,000	\$531,300	\$555,200	\$571,900
A ESSEX	\$557,000	\$585,000	\$614,300	\$641,900	\$661,200
A2 FAIRFIELD	\$626,500	\$658,000	\$691,000	\$722,000	\$743,700
B GREENWICH	\$653,500	\$686,000	\$720,300	\$741,900	\$764,200
C SAUGATUCK	\$771,500	\$810,000	\$850,500	\$876,000	\$898,800
D WINDSOR	\$1,339,000	\$1,405,000	\$1,475,300	\$1,475,300	\$1,519,600

**50% REFUND ADMISSION PAYMENT**

	January 2016	March 2017	March 2018	April 2019	August 2020
A1 AVON	\$409,700	\$430,100	\$451,600	\$471,900	\$486,100
A ESSEX	\$473,500	\$497,300	\$522,200	\$545,600	\$562,000
A2 FAIRFIELD	\$532,500	\$559,300	\$587,300	\$613,700	\$632,100
B GREENWICH	\$555,500	\$583,100	\$612,300	\$630,600	\$649,600
C SAUGATUCK	\$655,800	\$688,500	\$722,900	\$744,600	\$764,000
D WINDSOR	\$1,138,200	\$1,194,300	\$1,254,000	\$1,254,000	\$1,291,700

**DECLINING BALANCE OR TRADITIONAL ADMISSION PAYMENT**

	January 2016	March 2017	March 2018	April 2019	August 2020
A1 AVON	\$313,300	\$354,200	\$371,900	\$388,600	\$400,300
A ESSEX	\$362,100	\$409,500	\$430,000	\$449,300	\$462,800
A2 FAIRFIELD	\$407,200	\$460,600	\$483,700	\$505,400	\$520,600
B GREENWICH	\$424,800	\$480,200	\$504,200	\$519,300	\$534,900
C SAUGATUCK	\$501,500	\$567,000	\$595,400	\$613,200	\$629,200
D WINDSOR	\$870,400	\$983,500	\$1,032,700	\$1,032,700	\$1,063,700

**MONTHLY FEES**

	January 2016	January 2017	January 2018	January 2019	January 2020
A1 AVON	\$4,466	\$4,608	\$4,757	\$4,908	\$5,072
A ESSEX	\$4,973	\$5,132	\$5,298	\$5,467	\$5,650
A2 FAIRFIELD	\$5,437	\$5,611	\$5,793	\$5,978	\$6,178
B GREENWICH	\$5,837	\$6,024	\$6,220	\$6,419	\$6,634
C SAUGATUCK	\$6,696	\$6,911	\$7,136	\$7,365	\$7,612
D WINDSOR	\$8,313	\$8,580	\$8,860	\$9,145	\$9,453
SECOND PERSON FEE	\$1,860	\$1,897	\$1,960	\$2,024	\$2,093

**EXHIBIT F**

**AUDITED FINANCIAL STATEMENTS**

**REDDING LIFE CARE, LLC  
D/B/A MEADOW RIDGE  
FINANCIAL STATEMENTS  
YEARS ENDED  
DECEMBER 31, 2019 AND 2018**

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

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

Audit  
Tax  
Advisory  
Assurance  
Valuation  
Litigation Support

## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of Redding Life Care, LLC d/b/a Meadow Ridge (Company), which comprise the balance sheets as of December 31, 2019 and 2018 and the related statements of operations and members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

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## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Redding Life Care, LLC d/b/a Meadow Ridge as of December 31, 2019 and 2018 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **New Accounting Pronouncements**

As described in Note 2 to the financial statements, the Company adopted ASC 606, *Revenue from Contracts with Customers*, related to the entrance fee agreements with residents and costs incurred by the Company to obtain those contracts. The Company also adopted ASU 2016-18, *Statements of Cash Flows*, which amends the presentation of restricted cash on the statements of cash flows. Our opinion is not modified with respect to these matters.

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

New Haven, Connecticut  
December 14, 2020

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

	December 31,	
	<u>2019</u>	<u>2018</u>
ASSETS		
Current Assets		
Cash	\$ 4,808,897	\$ 9,399,127
Accounts receivable - net	1,518,156	1,230,396
Notes receivable - residents	4,553,933	2,426,076
Accounts receivable - related party	26,096	89,886
Prepaid expenses	381,653	383,271
Inventory of supplies	<u>64,812</u>	<u>53,069</u>
Total Current Assets	<u>11,353,547</u>	<u>13,581,825</u>
Restricted Cash	<u>9,301,968</u>	<u>8,587,952</u>
Property and Equipment		
Buildings and improvements	166,540,511	164,957,601
Land	7,018,216	7,018,216
Land improvements	6,052,567	7,798,597
Furniture and equipment	5,426,151	6,031,770
Vehicles	<u>586,689</u>	<u>472,149</u>
	185,624,134	186,278,333
Less: accumulated depreciation	<u>82,150,943</u>	<u>78,897,897</u>
Property and Equipment - Net	<u>103,473,191</u>	<u>107,380,436</u>
Other Assets		
Costs of acquiring contracts - net of amortization	990,720	-
Security deposits	<u>9,216</u>	<u>9,216</u>
Total Other Assets	<u>999,936</u>	<u>9,216</u>
TOTAL ASSETS	<u>\$ 125,128,642</u>	<u>\$ 129,559,429</u>

See accompanying notes to the financial statements.



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

	December 31,	
	<u>2019</u>	<u>2018</u>
LIABILITIES AND MEMBERS' DEFICIT		
Current Liabilities		
Resident loans payable - current portion	\$ 9,758,885	\$ 12,535,127
Accounts payable	3,350,500	2,686,609
Accrued expenses	2,131,984	2,038,817
Advance deposits	223,072	157,286
Capital lease liabilities - current portion	16,310	-
Term loans payable, bank - current portion	<u>79,087,296</u>	<u>1,314,229</u>
Total Current Liabilities	<u>94,568,047</u>	<u>18,732,068</u>
Other Liabilities		
Resident loans payable - less current portion	126,712,275	126,728,700
Term loans payable, bank, less current portion	-	78,374,189
Loan payable - related party	2,500,000	2,500,000
Capital lease liabilities - less current portion	89,284	-
Deferred revenue from entrance fees, net of amortization of \$17,027,702 and \$16,494,755 for 2019 and 2018, respectively	23,721,867	21,573,104
Accrued interest	<u>226,738</u>	<u>162,224</u>
Total Other Liabilities	<u>153,250,164</u>	<u>229,338,217</u>
Total Liabilities	247,818,211	248,070,285
Members' Deficit	<u>(122,689,569)</u>	<u>(118,510,856)</u>
TOTAL LIABILITIES AND MEMBERS' DEFICIT	<u>\$ 125,128,642</u>	<u>\$ 129,559,429</u>

See accompanying notes to the financial statements.

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

	Year Ended December 31,	
	<u>2019</u>	<u>2018</u>
Operating Revenue		
Independent living services	\$ 19,645,720	\$ 19,823,601
Health center services	9,645,976	8,635,243
Assisted living services	1,476,880	1,487,651
Capital reserve assessment	216,000	180,000
Rental income	53,365	56,061
Other revenue	<u>9,700</u>	<u>30,734</u>
Total Operating Revenue	<u>31,047,641</u>	<u>30,213,290</u>
Operating Expenses		
General and administrative	8,248,268	7,916,054
Building operations	3,744,888	3,857,869
Food and beverage	5,147,437	5,058,695
Health center services	6,594,745	6,342,182
Environmental services	1,577,912	1,474,396
Resident services	1,467,923	1,508,298
Assisted living services	<u>1,117,502</u>	<u>1,086,118</u>
Total Operating Expenses	<u>27,898,675</u>	<u>27,243,612</u>
Other Operating Income		
Amortization of entrance payments	4,828,005	4,821,518
Administration fees	309,090	400,811
Interest and dividends	53,517	20,435
Gain (loss) on disposal of equipment	<u>4,042</u>	<u>(18,157)</u>
Total Other Operating Income	<u>5,194,654</u>	<u>5,224,607</u>
Other Operating Expenses		
Depreciation	5,809,409	5,790,425
Interest expense		
Loan interest	6,368,830	5,918,851
Amortization of financing costs	719,581	719,581
Other general and administrative	<u>505,555</u>	<u>500,696</u>
Total Other Operating Expenses	<u>13,403,375</u>	<u>12,929,553</u>
Net Loss	(5,059,755)	(4,735,268)
Members' Deficit, Beginning of Year	<u>(118,510,856)</u>	<u>(113,775,588)</u>
Cumulative Effect of Change in Accounting Principle	<u>881,042</u>	<u>-</u>
Members' Deficit, End of Year	<u>\$ (122,689,569)</u>	<u>\$ (118,510,856)</u>

See accompanying notes to the financial statements.

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

	Year Ended December 31,	
	<u>2019</u>	<u>2018</u>
Cash Flows from Operating Activities		
Net loss	\$ (5,059,755)	\$ (4,735,268)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	6,528,990	6,510,006
Amortization of costs of acquiring contracts	139,556	-
Bad debt expense of provision for uncollectible accounts	69,000	36,000
Amortization of entrance payments	(4,828,005)	(4,821,518)
(Gain) loss on disposal of equipment	(4,042)	18,157
Changes in operating assets and liabilities:		
Accounts receivable	(810,037)	(669,217)
Prepaid expenses and other assets	1,618	(126,241)
Inventory of supplies	(11,743)	7,147
Costs of acquiring contracts	(249,234)	-
Accounts payable	155,205	(95,698)
Accrued expenses	157,681	125,153
Deposits	-	(36,952)
Net Cash Used by Operating Activities	<u>(3,910,766)</u>	<u>(3,788,431)</u>
Cash Flows from Investing Activities		
Purchases of property and equipment	<u>(1,283,841)</u>	<u>(2,606,295)</u>
Net Cash Used by Investing Activities	<u>(1,283,841)</u>	<u>(2,606,295)</u>
Cash Flows from Financing Activities		
Deposits received	170,072	208,934
Entrance fees received	6,219,468	4,638,960
Entrance deposits returned	-	(341,361)
Proceeds from resident loans	15,007,479	13,888,478
Repayment of resident loans	(18,757,923)	(13,291,765)
Repayment of term loan	<u>(1,320,703)</u>	<u>(1,225,628)</u>
Net Cash Provided by Financing Activities	<u>1,318,393</u>	<u>3,877,618</u>
Change in Cash, Cash Equivalents and Restricted Cash	(3,876,214)	(2,517,108)
Cash, Beginning of Year	<u>17,987,079</u>	<u>20,504,187</u>
Cash, End of Year	<u>\$ 14,110,865</u>	<u>\$ 17,987,079</u>

See accompanying notes to the financial statements.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 1 - ORGANIZATION AND RELATED MATTERS

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

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

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Recent Accounting Pronouncements

In May of 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which was effective for nonpublic companies for annual reporting periods beginning after December 15, 2018. Under this new standard, entities are required to recognize revenue from contracts with customers as goods or services are provided under the terms of the contract, in amounts expected to be realized from the transfer. The Company adopted this standard on January 2019, using the modified retrospective application to account for the change in accounting policy. The adoption of ASC 606 did not result in changes to the Company's method of recognizing revenues related to admission payments, but resulted in changes related to the cost of acquiring contracts. See Note 3.

In November of 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows: Restricted Cash, a consensus of the FASB Emerging Issues Task Force*. This ASU addresses the classification and presentation of changes in restricted cash on the consolidated statement of cash flows. The amendment requires that the consolidated statement of cash flows explain the change during the period presented in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The amendment is effective for fiscal years beginning after December 31, 2018. The Company adopted this standard on January 1, 2019 and has included cash held in escrow in the beginning and ending cash balance presented on the consolidated statements of cash flows. A reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheet has been included in Note 4.

Revenue Recognition

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

Amortization of Entrance Fee

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

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Revenue Recognition – (Continued)

Amortization of Entrance Fee – (Continued)

The admission payment paid by the resident gives the resident initial right to the premises and access to additional goods and services through their monthly fee. The non-refundable portion of the admission payment for these contracts is effectively an advance fee on those future services provided by monthly service fees. As such, a portion should be recognized into revenue as those services are provided. The non-refundable portion of the admission payment is recorded as deferred revenue and amortized into revenue on a straight-line basis over the estimated remaining life expectancy of each resident. For the years ended December 31, 2019 and 2018, gross amortization of revenue was \$4,828,005 and \$4,821,518, respectively.

Monthly Fees

Monthly fees are a component of revenue associated with the residency agreements and are recorded in independent living services revenue and assisted living services revenue on the statements of operations and members' deficit. The Company recognizes revenue from monthly fees as services are provided to the residents under guidance that applies to monthly contracts with the option to renew. Revenue is recognized at the billing rates that the Company establishes from time to time.

Independent Living Services Revenue

Independent living services revenue is generated from fees that residents pay for their monthly occupancy and are recorded in the period of the related occupancy. Ancillary fees, including billable services such as medical care, personal care, and guest services are recorded in the period which the related services are rendered.

Assisted Living Services Revenue

Assisted living services revenue is generated from monthly fees and are recorded in the period of related occupancy. Residents in an assisted living apartment require and receive a higher-level of care. Ancillary fees, including billable services such as medical care, personal care, and guest services are recorded in the period which the related services are rendered.

Health Center Service Revenue

Health center service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered.

Revenues from Medicare accounted for approximately 54% and 53%, respectively, of the Company's net health center revenues for the years ended December 31, 2019 and 2018.

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

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

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Costs of Acquiring Contracts

The Company pays commissions on all residency agreements and from time-to-time provides move-in services or other incentives to residents to sign a residency agreement for independent living units. ASC 606, *Revenue from Contracts with Customers* requires all incremental costs of entering into contracts to be recognized as an asset and amortized over the expected life of the contracts. The non-refundable portion of admissions payment received from independent living residents are amortized into income over the residents' life expectancy. The related incremental costs for those contracts are amortized into expense in a manner that equates the recognition of revenue from non-refundable fees. For the year ended December 31, 2019, the Company recognized \$139,556 of amortization expense related to the contracts and is recorded in general and administrative expenses.

Cash and Cash Equivalents

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

Accounts Receivable

Accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company provides for losses on accounts receivable using the allowance method. The allowance is based on a review of the current status of existing receivables, historical collection experience, third party contracts, and other circumstances, which may affect the ability of residents to meet their obligations. It is the Company's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. The allowance at December 31, 2019 and 2018 was \$117,411 and \$118,496 respectively, and related primarily to government and other third-party reimbursements due to the Health Center.

Notes Receivable Residents

Notes receivable from residents consist of short-term receivables from residents related to payment of the final installment of their admission payment. Often, there is a timing difference from when the sale of the prospective resident's home will be finalized and the due date of the final installment on their admission payment. In these cases, a short-term promissory note is issued to the resident, typically for 30 to 90 days. If the resident pays the note by the agreed upon due date, no interest is charged. For the year ended December 31, 2019, one promissory note was collected after the due date, accruing interest of \$27,408. All promissory notes were collected when due for the year ended December 31, 2018. Notes receivable from residents at December 31, 2019 and 2018 were \$4,553,933 and \$2,426,076, respectively.

Advertising

The Company expenses all advertising costs when incurred. Advertising expense for the years ended December 31, 2019 and 2018 was \$583,222 and \$596,140, respectively, and has been included in general and administrative expenses.

Inventory of Supplies

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

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Property and Equipment

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

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

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

Resident Loans Payable

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

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

Future Service Obligation

Annually, the Company calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advance fees, a liability for the obligation to provide future services is recorded with a corresponding charge to income. The Company has concluded that there is no liability as of December 31, 2019 and 2018 using a discount rate of 1.92% and 3.03%, respectively.

Fair Value of Financial Instruments

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

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES – (CONTINUED)

Income Taxes

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

Finance Costs

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

Estimates

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

NOTE 3 - CHANGE IN ACCOUNTING PRINCIPLE

As a result of the adoption of ASC 606, the Company changed its method of accounting for commissions and other costs directly related to entering into occupancy agreements that require admission payments from independent living residents prior to moving into the Community. Because the Company expects to recover these costs from the revenues earned under the occupancy agreements over the residents' life expectancy, the Company believes these costs fall within the definition of incremental costs of obtaining a contract under ASC 606. The new standard requires these costs to be capitalized and amortized on a systematic basis that is consistent with fulfilling the Company's performance obligations under the occupancy agreements. The Company records amortization as a marketing expense over the same period that it recognizes revenue on nonrefundable admission payments. If a resident moves out before the end of amortization period, any unamortized costs related to that resident's occupancy agreement are expensed.

The Company adopted this standard on January 1, 2019, using the modified retrospective method applicable to all occupancy agreements requiring an admission payment from a resident when the resident moves into the Community.

Results for reporting periods beginning after January 1, 2019 are presented under ASC 606 while prior periods continue to be reported in accordance with legacy GAAP. The Company recorded a net change in beginning members' deficit of \$881,042 as of January 1, 2019 due to the cumulative effect of adopting ASC 606. The transition adjustment is the result of capitalizing commissions and other costs associated with occupancy agreements with residents.



REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 3 - CHANGE IN ACCOUNTING PRINCIPLE – (CONTINUED)

The effects on the balance sheet resulting from adoption of ASC 606 for the year ending December 31, 2019 are:

	<u>As Reported</u>	<u>Legacy GAAP</u>	<u>Impact of 606</u>
Costs of acquiring contracts	\$ 1,534,897	\$ -	\$ 1,534,897
Accumulated amortization of costs of acquiring contracts	<u>(544,177)</u>	<u>-</u>	<u>(544,177)</u>
	<u>\$ 990,720</u>	<u>\$ -</u>	<u>\$ 990,720</u>

The effects on the statement of operations resulting from adoption of ASC 606 for the year ending December 31, 2019 are:

	<u>As Reported</u>	<u>Legacy GAAP</u>	<u>Impact of 606</u>
General and administrative expenses	8,248,268	8,357,946	109,678
Total operating expenses	27,898,675	28,008,353	109,678
Net loss	(5,059,755)	(5,169,433)	109,678

NOTE 4 - RESTRICTED CASH

Restricted cash consists of the following:

	December 31,	
	<u>2019</u>	<u>2018</u>
Debt service and operating reserve	\$ 5,146,538	\$ 5,119,130
Reserve for repair and replacement	697,263	529,263
Entrance deposit escrow	1,561,780	1,125,707
Reserve for patient care	518,208	516,795
Real estate taxes and insurance escrow	<u>1,378,179</u>	<u>1,297,057</u>
	<u>\$ 9,301,968</u>	<u>\$ 8,587,952</u>

Debt Service and Operating Reserve

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

Reserve for Repair and Replacement

The Company has established a reserve for repair and replacement. These funds can be used for repairs, replacements, and capital improvements to the community.

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 4 - RESTRICTED CASH – (CONTINUED)

Entrance Deposit Escrow

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

Reserve for Patient Care

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

Real Estate Tax and Insurance Escrow

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

NOTE 5 - TERM LOANS

The Company has a \$78,000,000 term loan (Senior Term Loan) that matured on August 31, 2020 where all amounts of principal and interest were then due. Interest on the term loan is at LIBOR plus 3.75%, but not less than 5.80%. Outstanding principal is calculated using a thirty-year amortization schedule and an interest rate constant of 7%. The term loan was secured by a mortgage on the real and personal property of the Company and various assignments executed in connection with the mortgage. Certain members of the Company have guaranteed the payment of a portion of the term loan under certain conditions.

The Company has a three-year \$10,000,000 term loan secured by the Company's assets (Junior Term Loan). Interest on the term loan is at an annual interest rate of 10%. The Company is required to make monthly payments of interest only on the outstanding principle balance of the loan amount through the maturity date of November 30, 2020 (see Note 14). Certain members of the Company have guaranteed a portion of the payment of the term loan under certain conditions. The loan is subordinate to the term loan discussed above and senior to the related party loan discussed in Note 10.

Term loans payable at December 31, 2019 and 2018 consisted of the following:

	December 31,	
	<u>2019</u>	<u>2018</u>
Term loans payable to financial institution	\$ 79,466,281	\$ 80,780,510
Less: unamortized debt issuance costs	<u>378,985</u>	<u>1,092,092</u>
Term loans payable, less: unamortized financing issuance costs	79,087,296	79,688,418
Less: current portion	<u>79,087,296</u>	<u>1,314,229</u>
Total term loans payable, less: current portion	<u>\$ -</u>	<u>\$ 78,374,189</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 6 - OPERATING LEASES

The Company leases medical equipment, office equipment, and vehicles under non-cancellable operating leases which expire at various times through 2022. Rental expense was \$50,014 and \$73,699 for the years ended December 31, 2019 and 2018, respectively.

The future minimum payments under operating leases are:

Year Ending <u>December 31,</u>	
2020	\$ 51,936
2021	46,104
2022	<u>25,809</u>
	<u>\$ 123,849</u>

NOTE 7 - OBLIGATIONS UNDER CAPITAL LEASES

The Company financed the acquisition of a vehicle with a capital lease through a financial institution. The asset and liability under the capital lease obligations are initially recorded at the lower of the net present value of the minimum lease payments or fair market value. The asset is depreciated using the straight-line method of depreciation based on the estimated useful life of five years. The lease agreement includes a transfer of ownership at the end of the lease term on May 31, 2025.

The asset held under capital leases at December 31, 2019 is shown as property equipment on the balance sheet as:

	<u>2019</u>
Vehicles	\$ 114,540
Less: accumulated depreciation	<u>1,909</u>
	<u>\$ 112,631</u>

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 7 - OBLIGATIONS UNDER CAPITAL LEASES – (CONTINUED)

The following is a schedule by years of future minimum payments required under the lease together with their present value as of December 31, 2019:

Year Ending December 31,	
2020	\$ 23,952
2021	23,952
2022	23,952
2023	23,952
2024	23,952
Later Years	<u>10,623</u>
Total minimum lease payments	130,383
Less: amount representing interest	<u>24,789</u>
Present value of net minimum lease payments	105,594
Less: current portion	<u>16,310</u>
	<u>\$ 89,284</u>

NOTE 8 - CONCENTRATION OF CREDIT RISK

The Company maintains its cash and cash equivalents at various financial institutions. The balances held in these accounts at December 31, 2019 and 2018 exceeded the insured amounts by \$13,736,020 and \$17,922,577, respectively.

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

	December 31,	
	<u>2019</u>	<u>2018</u>
Private pay - independent living	12%	18%
Private pay - assisted living and health center	21%	20%
Medicare	51%	48%
Third-party insurance and other	<u>16%</u>	<u>14%</u>
	<u>100%</u>	<u>100%</u>

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

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 9 - MANAGEMENT AGREEMENTS

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

NOTE 10 - RELATED PARTY TRANSACTIONS

The Company pays its manager, an affiliate with common members, a monthly management fee for administrative services plus reimbursement of costs and expenses associated with any employees of the manager. For the years ended December 31, 2019 and 2018, the Company incurred management fees of \$120,000 and expenses of \$180,000, respectively. Amounts included in accounts payable at December 31, 2019 and 2018 were \$831,812 and \$575,562, respectively.

The Company is also reimbursed for services provided to its manager by certain employees. The amount receivable at December 31, 2019 and 2018 was \$26,096 and \$89,886, respectively.

In 2016, the Company obtained a total of \$2,500,000 of financing from a related party at an annual interest rate equal to the Federal Funds Rate plus 2.0% (the Company and the lender have members in common). The loans are due and payable on the ninety-first day following the maturity date of the term notes (see Note 4); principal and interest are not due until maturity. As of December 31, 2019 and 2018, accrued interest on the loans was \$224,705 and \$161,692, respectively.

NOTE 11 - PROFIT SHARING PLAN

The Company maintains a salary reduction/profit-sharing plan (Plan) under the provisions of Section 401(k) of the Internal Revenue Code. The Plan covers substantially all full-time employees who have completed one year of service and attained age 21. Contributions to the Plan by the Company equal 50% of the salary reduction elected by each employee, up to a maximum reduction of 6% of annual salary. Employer contributions to the Plan for 2019 and 2018 were \$141,280 and \$106,692, respectively.

NOTE 12 - CONTINGENCIES

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

REDDING LIFE CARE LLC D/B/A MEADOW RIDGE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2019 AND 2018

NOTE 13 - SUPPLEMENTAL CASH FLOW INFORMATION

	Year Ended December 31,	
	<u>2019</u>	<u>2018</u>
Interest paid	<u>\$ 6,330,580</u>	<u>\$ 5,709,851</u>
Supplemental disclosures of non-cash investing and financing activities:		
Purchase of assets included in accounts payable	<u>\$ 508,686</u>	<u>\$ 196,379</u>
Accounts receivable offsetting entrance fees	<u>\$ 517,067</u>	<u>\$ 426,718</u>
Admissions payments financed via notes receivable	<u>\$ 4,303,933</u>	<u>\$ 2,001,116</u>
Capital lease obligation incurred for use of equipment	<u>\$ 105,594</u>	<u>\$ -</u>
Prior year deposits applied to nonrefundable entrance fees	<u>\$ 104,286</u>	<u>\$ 287,612</u>

NOTE 14 - SUBSEQUENT EVENTS

On December 10, 2020 the Company refinanced its Senior and Junior Term Loans described in Note 5 with a ten-year term loan from a new lender in the amount of \$80,000,000 at a fixed rate of 3.542%. In addition, The Company received a total of \$22,000,000 of capital contributions comprised of \$10,000,000 of membership interests and \$12,000,000 of preferred interests. Additionally, the Company converted the \$2,500,000 related party loan to equity.

In March 2020, the World Health Organization (WHO) classified the outbreak of a new strain of coronavirus (COVID-19) as a pandemic based on the rapid increase in exposure globally. The COVID-19 pandemic has been disruptive to many businesses and industries throughout the United States and globally. In efforts to reduce the spread of the COVID-19 virus, federal, state and local governments have implemented various measures, including restrictions on normal daily activities, travel bans, quarantines, “shelter-in-place” orders requiring individuals to remain in their homes other than to conduct essential services or activities, as well as business limitations and shutdowns. These health and safety measures, some of which may remain in place for a significant amount of time, have resulted in changes to the Community’s normal day-to-day operations.

On March 27, 2020, the President signed into law the “Coronavirus Aid, Relief, and Economic Security (CARES) Act.” The CARES Act allowed the Company to borrow \$2,559,755 under the Federal Paycheck Protection Program. The proceeds have been used to fund payroll costs. Since the proceeds have been used for the approved expenditures and the Company has generally not reduced its number of full-time equivalent employees during established periods, the Company believes the loan will be forgiven.

The Company also received a total of \$818,050 in Provider Relief Fund distributions as part of the CARES Act. These funds were available to qualified health care providers.

The Company did not have any additional subsequent events through December 14, 2020 which is the date the financial statements were available to be issued.

**EXHIBIT G**

**PRO FORMA INCOME STATEMENT**

**Meadow Ridge Senior Living Community**

3-Year Pro Forma Projection

(\$ in thousands)

	Projected		
	2021	2022	2023
Average Age	88	88	88
<b>Occupancy</b>			
IL	285	285	285
AL	21	33	33
MC	0	0	28
SNF	62	62	62
<b>Total Capacity</b>	<b>368</b>	<b>380</b>	<b>408</b>
<b>Unit Occupancy (%)</b>	<b>78.7%</b>	<b>81.7%</b>	<b>81.5%</b>
IL	222	235	240
IL Sec Occ	58		
<b>Subtotal IL</b>	<b>280</b>	<b>235</b>	<b>240</b>
AL Lifecare	18	18	15
AL Private Pay	2	7	16
<b>Subtotal AL</b>	<b>20</b>	<b>25</b>	<b>31</b>
MC Lifecare	-	-	7
MC Private Pay	-	-	4
<b>Subtotal MC</b>	<b>-</b>	<b>-</b>	<b>11</b>
SNF Medicare	19	20	20
SNF Private Pay	11	12	12
SNF Lifecare	15	17	17
SNF HMO	4	2	2
<b>Subtotal SNF</b>	<b>48</b>	<b>51</b>	<b>51</b>
<b>Total</b>	<b>348</b>	<b>321</b>	<b>342</b>
<b>Turnover</b>			
IL	24	30	30
AL	8	10	12
MC	-	-	5
SNF	530	550	550
<b>Subtotal</b>	<b>562</b>	<b>590</b>	<b>598</b>
			SNF Total Admissions
<b>Operating Revenue</b>			
Room Revenue	28,568	32,734	35,031
Care Revenue	540	916	1,145
Ancillary & Other Revenue	827	1,231	1,356
<b>Total Operating Revenue</b>	<b>29,934</b>	<b>34,881</b>	<b>37,533</b>
	36,848		
<b>Operating Expenses</b>			
Labor	14,400	17,355	18,155
Food	1,553	1,775	2,051
Supplies	853	1,072	1,179
Repairs & Maintenance	708	896	923
Building Contracts	666	851	877
Sales Contracts	1,355	1,737	1,837
Other Contracts	982	454	467
Therapy Services	1,212	1,117	1,151
Ancillary Services	529	430	442
Insurance	349	401	413
Utilities	1,617	1,683	1,833
Management Fees	1,300	1,395	1,621
Real Estate Taxes	2,791	3,014	3,104
Other Operating Expenses	256	741	764
<b>Total Operating Expenses</b>	<b>28,572</b>	<b>32,920</b>	<b>34,817</b>
<b>Net Operating Income</b>	<b>1,363</b>	<b>1,961</b>	<b>2,715</b>
Net Entrance Fees	6,914	7,500	7,500
Debt Service	2,873	2,873	2,873
Recurring Capital Expenditures	2,000	2,060	2,122
<b>Net Cash Flow*</b>	<b>3,404</b>	<b>4,528</b>	<b>5,220</b>



**EXHIBIT H**

**STATEMENT FROM ESCROW AGENT**



March 1, 2021

U.S. Bank National Association  
Global Corporate Trust  
One Federal Street, 3<sup>rd</sup> floor  
Boston, MA 02110  
David Doucette  
Tel: 617.603.6534  
david.doucette@usbank.com

### STATEMENT OF ESCROW AGENT

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

- Entrance Fee Escrow Account (Account #9572830005)

U.S. BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: 

Name: David W. Doucette

Title: Vice President

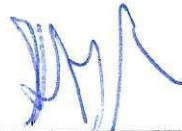
NOTARY:

State of: Massachusetts

County of: Suffolk

On this 1<sup>st</sup> day of March, 2021 personally appeared David W. Doucette, as an officer of U.S. Bank, National Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public



**EXHIBIT I**

**CURRENT FEE SCHEDULES**

**RATE SCHEDULE**

**January 1, 2021**



# Admission and Monthly Service Fee Schedule

Floor Plan	REFUND OF CAPITAL OPTIONS			MONTHLY SERVICE FEE OPTIONS	
	80% Refund	50% Refund	Declining Refund	Monthly Service Fee (Lifecare)	Monthly Service Fee (Fee for Service)
<b>AVON</b> 1 Bedroom   1 Bath   850 Sq. Ft.	\$589,100	\$500,700	N/A	\$5,245	\$4,245
<b>ESSEX</b> 1 Bedroom   1.5 Bath   1,050 Sq. Ft.	\$681,000	\$587,900	N/A	\$5,845	\$4,845
<b>FAIRFIELD</b> 1 Bedroom   Den   1.5 Bath   1,250 Sq. Ft.	\$766,000	\$651,100	\$536,200	\$6,390	\$5,390
<b>MADISON</b> 1 Bedroom   Den   2 Bath   1,350 Sq. Ft.	\$787,100	\$669,000	\$551,000	\$6,860	\$5,860
<b>GREENWICH</b> 2 Bedroom   2 Bath   1,350 Sq. Ft.	\$787,100	\$669,000	\$551,100	\$6,860	\$5,860
<b>SAUGATUCK</b> 2 Bedroom   Den   2 Bath   1,550 Sq. Ft.	\$925,800	\$786,900	\$648,100	\$7,875	\$6,875
<b>WINDSOR</b> 2 Bedroom   Living Room   Den   2.5 Bath 2,600 Sq. Ft.	\$1,534,800	\$1,304,600	\$1,074,400	\$9,780	\$8,780
<b>Additional Second Person Fee(s); Ex: Spouse</b>	\$35,000 (nonrefundable)	\$35,000 (nonrefundable)	\$35,000 (nonrefundable)	\$2,165	\$1,165

Other: There is a one-time nonrefundable community fee \$6,000 paid at closing

