

**MEADOW RIDGE**

**100 Redding Road**

**Redding, Connecticut 06896**

**(203) 544-1000**

**INFORMATION BOOKLET  
(DISCLOSURE STATEMENT)**

**2019**

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

Meadow Ridge ("The Community") brings to individuals who are aged 62 and over a way of retirement living known as continuing care or "life care". This concept offers active retirees a life-style which is designed to meet their unique needs while allowing them the freedom to pursue their personal interests. Life care communities, such as Meadow Ridge, encompass three important components: a private apartment home, a wide array of 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 also offers a 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 is owned by Redding Life Care, LLC, a company formed by local New Haven and Fairfield County business people who are committed to providing and maintaining a quality senior living community which is genuinely responsive to residents' needs.

One of the purposes 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 and tried to use non-technical language, 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

### REDDING LIFE CARE, LLC

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.

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. He graduated from Hampshire College in Amherst, Massachusetts and received 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."

Affiliates of SCD and its financial partners own three continuing care communities in Illinois, known as "**Monarch Landing**," "**Sedgebrook**," and "**The Clare**," ([www.WelcomeToMonarchLanding.com](http://www.WelcomeToMonarchLanding.com)); ([www.WelcomeToSedgebrook.com](http://www.WelcomeToSedgebrook.com)), and ([www.TheClare.com](http://www.TheClare.com)), respectively. Monarch Landing is a continuing care community in Naperville, Illinois that includes 365 residences, 28 assisted living residences and 96 skilled nursing beds. Sedgebrook is a continuing care community in Lincolnshire, Illinois that includes 467 residences, 38 assisted living residences and 84 skilled nursing beds. . Mr. Reis and his affiliates has developed, and/or has acquired, over \$1 billion dollars in retirement oriented projects that span the continuum of care from nursing homes and assisted living communities to full service continuing care retirement communities. Mr. Reis also owns, either directly or through affiliates, interests in a hotel resort and other projects through his personal investment company Falcon Investors, LLC ([www.FalconInvestors.com](http://www.FalconInvestors.com)), and is a Board member of Genesis Healthcare which is the largest nursing home management company in the U.S. and is traded on the New York Stock Exchange.

## LIFE CARE SERVICES LLC

The Community has retained Life Care Services LLC ("Life Care Services") to manage the Community. Life Care Services is a wholly-owned subsidiary of Life Care Companies LLC ("LCS"), an Iowa limited liability company.

LCS is a nationally recognized leader in the development and management of quality senior living communities throughout the United States. Since 1971, LCS has been instrumental in the planning, developing, and managing of senior living communities throughout the United States. Management services are provided through Life Care Services, and it currently manages more than approximately 135 communities serving over 35,000 residents (see Exhibit A attached to this Disclosure Statement).

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

Joel Nelson is president and chief executive officer of Life Care Services, the 2nd largest senior living operator, which includes not-for-profit and for-profit assets across the continuum of senior living. He is an experienced leader in governance within the industry, including all phases of real estate acquisition, development, operations, and marketing and sales. Joel is responsible for executing the business strategy across the six business lines in the LCS Family of Companies. He thrives on driving business growth, achieving service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field. Currently, Joel serves on the board of managers for Life Care Companies, LCS Holdings, and is past-chair and a current member of the Investment Committee. Outside of Life Care Services, Joel is also a member of the National Investment Center (NIC) operator advisory board, and the Central Iowa Alzheimer's Association board. He is also past chair and current board member of ChildServe, Inc., one of Des Moines largest not-for-profit organizations serving children and families with complex health care needs. Joel earned a Bachelor of Science degree in health service administration from Simpson College.

Mrs. Diane Bridgewater is Executive Vice President/Chief Financial and Administrative Officer of Life Care Services. Diane joined the organization in 2006 after filling several executive level positions with Pioneer Hi-Bred International, a DuPont Company. In her years with Pioneer, she held a number of operational and financial roles including: Chief Financial Officer, Vice President and Business Director for North America, Director of Customer and Sales Services for Seed and Crop Protection, Worldwide Finance Director, and other roles. Diane started her career with KPMG. Diane earned her undergraduate degrees in Accounting and French from the University of Northern Iowa and received her CPA certification in 1986. Diane currently serves on the boards of LCS Holdings, Inc., Life Care Companies LLC, Casey's General Stores, and Bankers Trust.

Mr. Jason Victor is Vice President/Controller, Treasurer and a Manager of Life Care Services. Jason joined the organization in 2007 and currently has responsibility for the organization's Corporate Accounting, Treasury and Tax functions. He oversees all aspects of general accounting, cash management, payroll, consolidations, and financial reporting. In addition, Jason provides oversight and guidance related to audits, internal controls, technical accounting, tax, and financial management systems. Jason started his career with Ernst & Young and later spent nine years in various finance positions with Praxair, a Fortune 500 organization.



He earned his undergraduate degree in Accounting from the University of Northern Iowa and currently holds an active CPA license in the State of Iowa. Jason also serves on the board of directors of Hexagon Insurance Company, Ltd.

Mr. Rick Exline joined the company in 1978 and is Executive Vice President/Director of Senior Living Management for Life Care Services. He is responsible for oversight of the company's Life Plan communities, including third-party and investment senior living management services. Rick oversees the communities' senior living management teams, health care group, national sales, new business development and life plan community development teams. He serves on the Board of Managers for Life Care Companies LLC, the Board of Directors for LCS Holdings, Inc., Executive Leadership and Senior Living Management teams. Rick is also a trustee for the Company's 401K Benefit Program, as well as serving on the Board of Trustees for Simpson College. He holds dual bachelor's degrees; one in Business Administration from Simpson College and one in Health Care Administration from Oklahoma Baptist University. He is also a graduate of the Executive Institute at The University of North Carolina at Chapel Hill.

Life Care Services has been engaged to supervise and manage the operation of The Community. In general, operations management services include: recruiting and training the Executive Director and Health Services Administrator, supervising the licensing, equipping, and staffing of The Community, preparing annual budgets, establishing and operating a system of financial controls for The Community (including comparative analyses with other projects), supervising health care services, supervising food service, and supervising quality accommodations throughout The Community.

## 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. The Community provides active retirees a life-style designed to meet their unique needs while allowing them the freedom to pursue their personal interests. Continuing care retirement communities, such as Meadow Ridge, encompass these important components: a private apartment home, a wide 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 also offers a 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. Fee-for-service residents are offered lifetime use of their residences and priority access over non-residents to assisted living apartments and Ridge Crest.

The Community operates 285 apartments, 20 assisted living apartments, a community building, numerous outdoor common spaces, and a 62-bed health center. 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.

Life care residents of The Community are given priority for available assisted living apartments should they decide to move from their apartment to an assisted living apartment within The Community. Fee-for-service residents of The Community are given priority over non-residents for available assisted living apartments should they decide to move from their apartment to an assisted living apartment within The Community. To the extent that there are vacant assisted living apartments, they may be made available to non-residents. The assisted living wing includes dining, country kitchen, arts and craft studio, lounge and library.

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. Life care residents of The Community are given priority for available rooms in Ridge Crest should they decide to move from their apartment to rooms in the health center. Fee-for-service residents are given priority access over non-residents to available rooms in Ridge Crest. To the extent that there are vacant rooms in Ridge Crest, they may be made available to non-residents.

## THE PERSONNEL

The Community is managed by Life Care Services, which employs an Executive Director and Health Services Administrator who are nursing home administrators licensed by the State of Connecticut. The Community also employs medical personnel including registered nurses, licensed practical nurses, and certified nursing assistants for the Ridge Crest. 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 receptionists, a social/activities director, a therapeutic recreation director, social workers, maintenance workers, and groundskeepers, security personnel, marketing staff, housekeepers, cooks, wait staff, bookkeeping and clerical workers, security, human resources and transportation personnel.

## 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 B. Under the terms of The Community's Residency Agreements in addition to providing an apartment for lifetime use by the resident, Meadow Ridge is obligated to provide 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 Ridge Crest services (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).

Ridge Crest services are available to all residents of The Community in accordance with the terms of The Community's Residency Agreements in Ridge Crest. 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 possible. 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 Residency Agreements.

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).

## HEALTH CARE

The Community provides a fully licensed skilled nursing care called Ridge Crest for Community residents. Meadow Ridge's goal is to provide its residents the best quality health care available within the limits of its licensure and consistent with its operating budget. Licensure for hospital level care cannot be obtained, nor can those services be provided within Ridge Crest. That level of care must be provided by hospitalization which will be the responsibility of the resident and the resident's physician and family. Costs related to hospitalization are also the responsibility of the resident.

### Health Care for Life Care Plan Residents

If the resident's attending physician or the Medical Director determines that the resident requires nursing care, the care will temporarily be provided at the same rate as if the resident were continuing to live in his or her apartment. If a resident requires permanent nursing care in Ridge Crest, and the resident's apartment is vacated, the resident's monthly fee will be adjusted to the lesser of the then-current monthly fee for (a) the resident's apartment or (b) a two-bedroom type B apartment. Regardless of whether the resident is temporarily or permanently assigned to Ridge Crest, the resident will be charged for extra meals per day at the then current charge for extra meals, cost of medical treatment, medicine, drugs, prescribed therapy and other medical and miscellaneous supplies and services associated with medical treatment, personal laundry and rental of equipment. The Ridge Crest care accommodations are in a semi-private room. If a resident desires a private room, the resident may obtain a private room, if one is available, upon agreement to pay the additional charges for private room accommodations.

A resident is given priority over nonresidents for necessary health care at The Community. In the unlikely event the Ridge Crest is fully occupied, and there are no nursing care beds available in Ridge Crest at Meadow Ridge, the resident will be provided nursing care in a nursing facility of comparable quality. To the extent The Community would be liable for such resident's care and accommodations in Ridge Crest under the Residency Agreement, The Community will be responsible for the charges associated with the alternate nursing care accommodations so long as such resident continues to pay all applicable monthly charges until the resident returns to The Community. The Residency Agreement sets forth in greater detail the extent of health care provided and the terms for providing this care.

## Health Care for Fee-For-Service Plan Residents

If the resident's attending physician or the Medical Director determines that the resident requires nursing care, the resident will be requested to relocate to Ridge Crest (either temporarily or permanently) or another health center of the resident's choice. Fee-for-Service Plan residents will be provided priority access over nonresidents for admission to Ridge Crest on a space available basis at our current private pay rates. If you relocate, your monthly charges will depend upon whether you release your apartment. If you have relocated to Ridge Crest and chose to release your apartment, you must provide The Community with 45 days' advance written notice. During that 45-day period, you will continue to pay your monthly fees, your health care charges and all other applicable regular monthly charges. Upon the later of such 45-day period or the removal of all of the contents from your residence, the monthly fee for your residence will cease and you will only pay your health care charges and any other applicable regular monthly charges. If you do not release your apartment upon your relocation to Ridge Crest, you will continue to pay your monthly fee for your residence, all other applicable regular monthly charges and your health care charges. If there are two of you and only one of you relocates to Ridge Crest, the resident who relocates will pay all health care charges and all other applicable regular monthly charges and the resident who remains in the residence will continue to pay the monthly fee and all other applicable regular monthly charges.

Fee-for-Service Plan residents are given priority over nonresidents for skilled nursing care at The Community. In the unlikely event that Ridge Crest is fully occupied, and there are no nursing care beds available in Ridge Crest at Meadow Ridge, you may receive home health services in your residence at your own cost and expense and/or place your name on a waiting list, which will be processed in accordance with Meadow Ridge's waiting list policy or you may relocate to, and receive care from, another nursing facility at your own cost and expense. If you relocate, you will continue to be responsible for paying any regular monthly charges.

## CONTRACTS AND FEES

The services under the Residency Agreements are furnished pursuant to a management agreement between Redding Life Care and Life Care Services. Under the management agreement, Redding Life Care pays Life Care Services a management fee for the management of The Community, a bookkeeping fee, an annual application service provider fee for the use of the Life Care Services accounting, payroll and billing technology, and a performance incentive fee in the event of a positive variance to budgeted net operating income based on each completed fiscal year.

The compensation to Redding Life Care for the on-going ownership of The Community is comprised solely of admission payments from new residents of The Community (including any second person entrance fees charged), subject to Redding Life Care's repayment obligations with respect to the loan portion of the admission payments (described in more detail below), a nominal fixed portion of the monthly fee, monthly assisted living fees from non-life care residents of assisted living apartments, garage rental fees, interest earned on deposits and/or certain escrowed monies, all cancellation fees collected from potential residents, the potential appreciation of The Community and other benefits generally associated with the ownership of real estate. From time to time Redding Life Care may make distributions to its members.

### III. THE PLAN

#### THE LIFE CARE PLAN AND FEE-FOR-SERVICE PLAN

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. This concept has grown as the result of the increasing number of individuals reaching retirement age and the concern for providing an alternative to traditional retirement living. A resident pays an initial entrance fee and a capital improvements fee and makes a loan to Meadow Ridge. After assuming residence 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 the on-site health center either on a temporary or permanent basis. To maximize resident flexibility and choice, Meadow Ridge also offers a 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.

The life care plan provides the resident with care in assisted living apartments or Ridge Crest for essentially the same fee as would be paid if the resident were living in his/her residence. A resident under the fee-for-service plan pays a lower monthly fee for residential living and the per diem fees for care in assisted living apartments and Ridge Crest.

#### THE RETURN OF CAPITAL<sup>(TM)</sup> PLAN (Life Care and Fee-for-Service)

Continuing care has evolved over the years in many ways. Probably the most dramatic development has been the handling of the historical, one time "admission fee". Originally, this admission fee became the property of the community the day the resident assumed occupancy. This appeared to some to be inequitable for an individual who only was a resident for a short time, despite the balancing effect for the very long-term resident. As a consequence, the practice grew of providing partial refunds to the estates of deceased residents with increasing percentages of the fee being "earned" and hence retainable by The Community over a period of time.

Meadow Ridge's Return of Capital<sup>(TM)</sup> Residency Agreements go one step further. Under the Return of Capital<sup>(TM)</sup> Residency Agreements, the major portion of the admission payments is a repayable loan. A portion of the admission payments, or the "entrance fee deposit," is refundable or partially refundable prior to occupancy under certain circumstances, but is not refundable after occupancy (nor is the balance of the entrance fee). A listing of the current and historical Admission Payments charged under the Return of Capital<sup>(TM)</sup> Plan is included in Exhibits C and I to this Disclosure Statement.

## THE TRADITIONAL PLAN (Life Care)

Meadow Ridge also offers a traditional 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. The resident receives care in the assisted living apartments and Ridge Crest for essentially the same fee as would be paid if the resident were living in his/her residence. A listing of current and historical entrance fees charged under the Traditional Plan (Life Care) is included in Exhibit C and I to this Disclosure Statement.

## THE RESIDENCY AGREEMENTS

Upon deciding to become a resident of The Community, a future resident will execute a Residency Agreement with respect to a selected apartment. The description of the Residency Agreements and the terms of residency contained in this booklet are qualified entirely by reference to the applicable form of Residency Agreement. 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 Residency Agreement.

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

**1. Payment of a One-time Entrance Fee.** You are required to pay an entrance fee to The Community representing a portion of the total admission payments as described in your Residency Agreement. A portion of the entrance fee or the entrance fee deposit is payable upon execution of your Residency Agreement. Initially, this portion of the entrance fee is deposited into escrow. You will be required to pay the balance of the admission payments pursuant to the terms of your Residency Agreement. If you change your mind within the 30 days following your execution of your Residency Agreement and you notify us by registered or certified mail within such 30-day period, then the entrance fee deposit is fully refundable, except that we will retain an amount equal to any costs that are specifically incurred by The Community due to your request. If, due to death, incapacity, injury, or illness, you are unable to occupy your apartment (and you elect not to occupy an assisted living apartment or Ridge Crest), then upon written notice to us by registered or certified mail, you may terminate your Residency Agreement and, in such event, the entrance fee deposit is fully refundable, except that we will retain an amount equal to any costs that are specifically incurred by The Community due to your request and a service fee of \$1,000. If you change your mind after 30 days, but prior to occupancy, The Community will retain \$20,000 of your entrance fee deposit and refund the balance to you. After occupancy, your entire entrance fee is not refundable. In all cases, no interest will be paid to you on the entrance fee.

**2. Second Person Entrance Fee.** The Community requires payment of a second person entrance fee for any second person to reside in an apartment. The second person entrance fee is payable when you occupy your apartment and is not refundable.

**3. Payment of a One-Time Capital Improvements Fee.** In addition to the admission payments, you are required to pay a one-time non-refundable capital improvements fee for use by The Community to fund apartment refurbishment costs, Community refurbishment costs, other capital improvements and/or capital reserves, as further described in your Residency Agreement.

**4. Payment of Loan.** A loan representing a portion of the admission payments will be made to The Community by each resident. The loan is to be provided as described in the Loan Agreement which is Exhibit A of each Residency Agreement. After residency, the amount and timing of the refund will depend on the type of Residency Agreement entered into with the prospective resident. All of the terms of the loan are set forth in the Loan Agreement. The Community's obligation to repay up to an aggregate of \$200,000,000 of all residents' loans is secured by a single Mortgage and an Indenture of Trust on The Community. The amount of the loans that are secured by The Mortgage and Indenture of Trust may be increased in the future. The Mortgage and the Indenture of Trust is subordinate to certain "permitted encumbrances," as described on pages 25-26 of this Disclosure Statement, including the mortgage financing in place at The Community.

**5. Payment of a Monthly Fee.** A monthly fee is to be paid to The Community by each resident. The monthly fees vary according to the size and type of residence selected and the type of residency plan the resident selects (life care plan vs. fee-for-service plan). The monthly fees required to be paid under the fee-for-service plan are less than the monthly fees required to be paid under the Return of Capital<sup>(TM)</sup> life care plan and "Traditional" life care plan. For a more complete description of the monthly fees, see "Regular Monthly Charges" on pages 23-24 of this Disclosure Statement. A significant portion of the monthly fees are intended to be used by Meadow Ridge to fund ongoing operating costs of The Community, including debt service, capital expenditures, funding reserves and non-recurring expenses. Residents will be given at least thirty (30) days advance written notice of any increase in the Monthly Fee.

**6. Fees for Assisted Living Apartments and Skilled Nursing Services.**

**Under the Life Care Plans.** Section 6 of the Residency Agreements establishes the basis for charges for assisted living apartments and for skilled nursing care services. In general, a resident who moves from an apartment and is residing in an assisted living apartment or Ridge Crest will be required to pay all applicable regular monthly charges and a monthly fee equal to the lesser of the then-current monthly fee for (a) the resident's apartment or (b) the (first and second person, if applicable) for a two-bedroom type B apartment. 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. See the discussion concerning Ridge Crest and Assisted Living Permanent Assignment in Exhibit B for further explanation of long-term care cost.

**Under the Fee-for-Service Plan.** Section 6 of the Fee-for-Service Residency Agreement establishes the basis for charges for assisted living apartments and for skilled nursing care services. If a resident or both residents are temporarily assigned to an assisted living apartment or Ridge Crest, the monthly fees (first and second person, as applicable) for the residence will continue. Both residents will also be required to pay the per diem fees for care, the charges for physician services, and the charges for any other additional health services received by the resident. When permanently assigned to Ridge Crest, the monthly fees for the residence will cease once the residence is vacated and the resident will continue to pay the charges outlined above.

**7. Miscellaneous Extra Services and Charges.** Section 5.1 of your Residency Agreement describes certain items that will be available for an extra charge such as additional meals beyond the one meal per day included in the monthly fee, use of the salon, etc. Residents



will receive at least thirty (30) days advance written notice of an increase in any fee set by Meadow Ridge. A listing of extra charges is included in Exhibit I to this Disclosure Statement.

**8. Rights of a Surviving Spouse.** Section 7 of your Residency Agreement describes your occupancy rights. You can remain in your apartment unless you are not capable of maintaining yourself in independent living. It should be noted, however, that, as described in Section 18 below, only those parties who have executed a Residency Agreement have any rights thereunder.

**9. 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.

**10. 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.

**11. Residency Agreements, Etc.** Residency Agreements are subject to acceptance by Meadow Ridge. Unless the written consent of Meadow Ridge is obtained at the time of the execution of the Residency Agreement, the resident's health must permit independent living in accordance with The Community's admission policy. After payment of the admission payments, the resident must have sufficient financial resources to allow for payment of the regular monthly charges plus other personal expenses which may be reasonably expected and to meet anticipated increases in the cost of living and increases in the regular monthly charges. Meadow Ridge may terminate your Residency Agreement after it has been accepted only for the reasons set forth in Section 9 of your Residency Agreement.

Prior to occupancy, the Residency Agreement may be rescinded by the resident, without penalty, by giving Meadow Ridge written notice by registered or certified mail within thirty (30) days from the date of its execution by the resident. In such event, the resident's entrance fee deposit will then be returned in full without interest, except that we will retain an amount equal to any costs that are specifically incurred by The Community due to your request. In addition, your Residency Agreement may be rescinded prior to occupancy if, due to the death, incapacity, injury or illness of the resident (or either of you if there are two), the resident (or either of you if there are two) is unable to occupy the apartment and elects not to occupy an assisted living apartment or Ridge Crest. In such event, the entrance fee deposit is fully refundable, without interest, within one hundred twenty (120) days, except that we will retain an amount equal to any costs that are specifically incurred by The Community due to your request and a service fee of \$1,000. After such 30-day period, but prior to occupancy, your Residency Agreement may be rescinded, in which

event The Community will retain \$20,000 of the entrance fee deposit and refund the balance, without interest, within one hundred twenty (120) days. After occupancy, the entire entrance fee is not refundable.

The entrance fee deposit will initially be deposited in an escrow account in US Bank or another Connecticut bank with assets of at least One Billion Dollars. After the expiration of the 30-day rescission period, funds will continue to be held in escrow until certain statutory requirements are met at which time the funds will be available to Meadow Ridge.

The payment of an entrance fee or other transfer of assets pursuant to a continuing-care contract may have significant tax consequences and each person considering executing a Residency Agreement should consult with his or her tax advisor regarding the tax consequences associated with it. In particular, please note the discussions of tax-related issues and consequences as described on page 35.

**12. Termination Rights of Meadow Ridge.** Meadow Ridge will not terminate your Residency Agreement except for just cause. Just cause includes, but is not limited to, failure by you to make the admission payments or to pay any regular monthly or other charges; creation by you of a disturbance within The Community which in Meadow Ridge's judgment is detrimental to the health, safety, comfort, or peaceful living of others; you become infected with a dangerous and contagious disease and/or the Medical Director of The Community determines that your condition is detrimental to the health, safety, or welfare of others, and your condition cannot be cared for in an assisted living apartment or in Ridge Crest within the limits of Meadow Ridge's license from the State of Connecticut; or you refuse medical treatment which, in the opinion of your attending physician or the Medical Director, is medically required for your health or for the health or safety of others. If there are two of you, the resident who is not the subject of such a termination event may remain in the Apartment (and pay first person monthly fees) in accordance with the terms of your Residency Agreement. If a Residency Agreement is terminated by Meadow Ridge, a grievance, appeal or other similar procedure may be available under certain circumstances.

**13. Limitations on Termination Rights for Financial Inability.** If, after you have paid the entrance fee and made the loan described in your Residency Agreement, you encounter financial difficulties making it impossible for you to pay the full regular monthly charges including other charges appropriate for your apartment, assisted living apartment, or for nursing care in Ridge Crest, you may remain until any Medicare benefits and/or third-party insurance benefits received by Meadow Ridge on your behalf have expired. In any event, you shall be permitted to remain at The Community for ninety (90) days after the date of failure to pay, during which time you shall continue to pay reduced regular monthly charges based on your current income as set forth in Section 9.2.3 of your Residency Agreement. Because it is and shall continue to be Meadow Ridge's declared policy not to 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 at reduced regular monthly charges 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 Meadow Ridge's sole discretion, be granted without impairing Meadow Ridge's ability to operate on a sound financial basis. The loss of revenue to Meadow Ridge from any such deferral of charges will be borne by Meadow Ridge. Such accommodation shall not be applicable 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.

**14. Notice of Termination.** Prior to any termination of your Residency Agreement by Meadow Ridge, Meadow Ridge will give you notice in writing of the reasons for such termination, and you will have thirty (30) days thereafter within which the problem may be corrected. If the problem is corrected within such time, your Residency Agreement shall not be terminated. If the problem is not corrected within such time, your Residency Agreement will be terminated and you must leave The Community.

**15. 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 your Residency Agreement shall be deemed to have occurred when you are relocated. In such event, Meadow Ridge is expressly authorized to transfer you to a hospital or other appropriate facility and will promptly notify your representative or your attending physician.

**16. Resident's Termination Rights.** After a resident has moved into The Community, the resident may cancel the Residency Agreement at any time by giving Meadow Ridge one hundred twenty (120) days written notice signed by the resident 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 the resident gives such notice, the resident will pay all applicable regular monthly charges until the later of the expiration of (a) such one hundred twenty (120) day period or (b) the actual release of a resident's apartment and removal of the contents from the resident's apartment. In such event, Meadow Ridge will retain the total of the resident's entrance fee and the resident's loan shall be repaid in accordance with the terms of the resident's Residency Agreement.

**17. 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 Residency Agreement as Exhibit C.

**18. Rights of Third Parties.** Only parties who have executed a Residency Agreement will have any rights thereunder. Neither a Residency Agreement nor this Disclosure Statement create any rights for parties other than those who have executed a Residency Agreement and have had such Residency Agreement accepted by Meadow Ridge.

**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.

**20. Complaint Resolution Process.** Meadow Ridge has established a complaint resolution process for residents and families, which is attached to your Residency Agreement as Exhibit D. Residents may use the complaint resolution process without fear of reprisal of any kind.

**21. 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 may revise the Resident Handbook from time to time and any revisions will be provided to the residents. Upon receipt of the Resident Handbook, residents shall sign an acknowledgement form, a copy of which is attached to your Residency Agreement as Exhibit E. Signed acknowledgement forms shall be placed in the resident's file.

**22. Payment of Refurbishment Fee.** Section 10.6 of your Residency Agreement provides that The Community will charge a refurbishment fee to refurbish your apartment upon your departure from The Community and will deduct the same from any amount of the loan to be repaid under the Loan Agreement.

## REGULAR MONTHLY CHARGES

On the earlier of (i) the day the resident moves into The Community or (ii) the day the resident makes the loan to Meadow Ridge, the resident shall pay a prorated portion of the monthly fee. Upon a resident's move into The Community, each resident will pay regular monthly charges (due on or before the tenth of each month) as explained in Section 3 of the Residency Agreements.

To receive the services and amenities pursuant to the Residency Agreements, a resident is required to pay a Monthly Fee. The Monthly Fees vary according to the size and type of the residence selected and the type of residency plan the resident selects (life care plan vs. fee-for-service plan). The amount of the monthly fee in effect at the time your Residency Agreement is executed will be clearly stated in your Residency Agreement. A listing of current and historical Monthly Fees charged at the Community is included in Exhibits C and I to this Disclosure Statement. Total monthly fees are higher when a second person shares an apartment. Fee-for-service residents pay a reduced monthly fee as described in Section 3 of the Fee-for-Service Residency Agreement. The Community may also offer discounted monthly fees to other residents, in its sole and absolute discretion. The monthly fee (including any second person monthly fee) may be changed annually upon thirty (30) days advance written notice to the residents and will be increased only when necessary to meet the financial needs of The Community. The Monthly Fees are intended to fund the Community's operating costs, capital improvements, long term financing costs, reserves, non-recurring expenses and the need to maintain working capital, among other items.

Upon the death of a resident (or upon the death of a survivor in a double-occupied apartment), all applicable monthly charges will terminate upon the removal of the contents of the resident's apartment or upon the release of the resident's 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 all applicable regular monthly charges.

In order to maximize the success of The Community, there must be substantial future demand for The Community's accommodations and services. This demand will, in part, be dependent upon the monthly fees charged in connection with residence in The Community. It is therefore beneficial to both Redding Life Care and residents of The Community to minimize any increases in the monthly fee.

## FEE SCHEDULES

Historical Admission Payments, Entrance Fees and Monthly Fees are included as Exhibit C 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 Residency Agreements and Connecticut statutes.

Based upon the Return-of-Capital<sup>(TM)</sup> plan, a significant 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 "Traditional" life care plan, a resident pays lower admission payment, the loan portion of which 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 is subordinated to certain "permitted encumbrances" as described below.

Events of Default of Redding Life Care under the Trustee Mortgage and the Indenture of Trust include the failure to repay a specified aggregate amount of resident loan(s) within one year of their respective due dates, or the filing by Redding Life Care of a voluntary or involuntary bankruptcy or similar proceeding. Upon the occurrence and continuance of an Event of Default, the trustee would have the ability to foreclose the property and take possession for the benefit of the residents and/or the trustee could sell The Community if it determined that such action was in the best interest of the residents; provided, however, that the trustee's ability to foreclose or sell would be limited by any mortgages or other liens that had priority over the residents' mortgage and would be further restricted until the first mortgage financing has been paid in full. Otherwise, the trustee will not play an active role in the operation or management of Meadow Ridge.

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 Residency Agreements 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 upon execution by the resident of a Residency Agreement and the balance of the entrance fee is due at the same time as the resident's loan is due. 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 “Traditional” life care plan, the loan will reduce over time and depending upon whether it is reduced to zero prior to the termination of the Residency Agreement, 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 Residency Agreement or a Loan Agreement are assignable.

## FINANCIAL PROJECTIONS

It is important for future residents, their families, and their advisors to understand the financial basis on which The Community is being operated. The past experience of Life Care Services in successfully developing and managing senior living communities has been the basis for financial planning for The Community. The ability of Life Care Services management has been demonstrated by its management of similar senior living communities since 1971. As of January 2019, Life Care Services manages approximately 135 communities serving over 35,000 residents. For a listing of the communities managed by Life Care Services, see Exhibit A. The projections contained in this Disclosure Statement are based on Life Care Services’ past experience, particularly in the State of Connecticut.

## FINANCIAL STATEMENTS

See Exhibit E for Redding Life Care's audited financial statements for fiscal years ending 12/31/2018 and 12/31/2017.

## THE PRO FORMA INCOME STATEMENT AND APPLICATION OF FUNDS

The Pro Forma Income Statement and Source and Application of Funds is simply a projection of the estimated expenses and income of The Community. Other assumptions and explanations are contained in the notes following the Pro Forma Income Statement and Source and Application of Funds.

Although there can be no guarantee of accuracy, the Pro Forma Income Statement and Source and Application of Funds is based upon the experiences and the best current estimates of Meadow Ridge and Life Care Services. Such estimates are, of course, dependent upon assumptions concerning many items, including inflation, interest rates, and the general housing market which are subject to change. It is believed that the Pro Forma Income Statement and Application of Funds reflects sound financial planning and a realistic set of assumptions, based upon experience and insight, and that The Community has been structured to motivate Meadow Ridge to minimize monthly fee increases in order to maintain high occupancy rates - both of which are in the best interests of the residents.

**MEADOW RIDGE – OPERATIONS DIVISION**  
 Redding, Connecticut  
**CASH FLOW PROJECTION – OPERATIONS DIVISION**  
 For the Period Beginning January 1, 2019

	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022
Beginning Cash (1)	1,150,835	1,193,626	1,239,654	1,183,941
Additions:				
Apartment Service Fees (2)	19,846,125	20,044,644	20,816,804	21,743,894
Health Center Revenue, Net of Life Care Discount (3)	11,262,574	11,867,785	11,951,258	11,869,431
Miscellaneous Income (4)	7,862	7,860	8,700	8,700
Interest Income (5)	30,000	31,530	31,674	31,991
Contribution From Net Admission Payments (6)	6,400,000	4,000,000	1,900,000	2,200,000
Disbursements:				
Operating Expenses (7)	(27,970,794)	(28,279,604)	(28,957,646)	(29,947,083)
Capital Expenses (8)	(2,000,000)	(2,000,000)	(2,000,000)	(2,040,000)
Assisted Living Owner's Supervision Fee (9)	(103,200)	-	-	-
Funding of Operating Reserve (10)	-	(25,734)	(56,503)	(82,453)
Debt Service (11)	(7,429,777)	(5,600,454)	(3,750,000)	(3,750,000)
Net Change	42,790	46,028	(55,713)	34,479
Ending Cash	1,193,626	1,239,654	1,183,941	1,218,420

**PRO FORMA CASH FLOW ASSUMPTIONS**

- (1) Beginning Cash represents the Operations cash at the beginning of the year.
- (2a) Apartment Service Fees represents the total of first-person monthly Service Fees for all apartments based on an assumed average occupancy of:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
246	241	243	246



- (2b) Double Occupancy Fees represents revenue from monthly Service Fees required under the Residency Agreement for a second person occupying an apartment. The amount of second-person fees was projected based on apartment occupancy assumptions and the population projections prepared by the consulting actuarial firm, Milliman, of Omaha, Nebraska. The average number of apartments occupied by more than one person is projected to be:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
47	50	50	51

- (3a) Ridge Crest and Assisted Living Income assumes a 2019 daily rate of \$524 for semiprivate beds, \$624.00 for private beds, and \$363 for assisted living apartments. There are 62 total SNF beds (44 semiprivate beds and 18 private beds), the average census is projected to be:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
54	54	54	52

Out of 20 assisted living apartments, the average census is projected to be:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
20	19	19	19

- (3b) Life Care Discount represents the income never realized when residents become patients in Ridge Crest or assisted living center. Both “temporary assignments” and “permanent assignments” to Ridge Crest and the assisted living center, projected based upon experience at Meadow Ridge and other Milliman and LCS communities, are considered in determining life-care discount. Both temporary and permanent assignments are based upon the total number of life-care residents. The number of residents assigned temporarily to Ridge Crest is projected at 1.1 percent of the life-care residents (all non-Medicare). The average number of residents assigned permanently to Ridge Crest is projected based on apartment occupancy assumptions and rates of transfer developed from experience at Meadow Ridge and other Milliman and LCS communities and is shown in the following table:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
20	17	17	17

The average number of residents assigned permanently to the Assisted Living Unit is projected based on apartment occupancy assumptions and rates of transfer developed from experience at Meadow Ridge and other Milliman and LCS communities and is shown in the following table:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
20	19	19	19

- (4) Miscellaneous Income represents projected income from meals, garage rentals, guest rooms, and beauty and barber shop.
- (5) Interest Income is assumed to be earned at an annual rate of 0.2 percent.
- (6) Contribution From Net Admission Payments represents Admission Payments received by the Owner and used towards capital expenditures and debt service.

- (7) Operating Expenses includes the expenses for staffing, materials, and services for the entire project. Expenses are projected to increase at approximately 3% in each projection year.
- (8) Capital Expenses represents the total cost to Operations for the repair or replacement of interior finishes and elements of the buildings and equipment and of other portions of the buildings and equipment that is not funded by a capital reserve fund, loan proceeds, or paid by ownership.
- (9) Assisted Living Owner’s Supervision Fee represents the difference between the assisted living per diem rate paid by private pay assisted living patient and the Two Bedroom “B” rate retained by Meadow Ridge. This difference is paid to the owner. The last applicable resident left the community the community in 2019.
- (10) Funding of Operating Reserve represents the increase in the operating reserve fund. Operating reserve is one twelfth of annual operating expenses and is funded by the residents.
- (11) Debt Service represents the annual principal and interest payments attributed to operations.

**Anticipated turnover rates**

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

The residential turnover rates anticipated for the next three years are as follows:

<u>2020</u>	<u>2021</u>	<u>2022</u>
14.35%	14.38%	14.26

**Average age of residents**

Average age during the next three years for each period ending December 31:

<u>2020</u>	<u>2021</u>	<u>2022</u>
87.90	87.82	87.98

**Health Care Utilization Rates**

Health care utilization rates including admission rates and days per 100 residents by level of care anticipated for the next three years are as follows:

<u>Year</u>	<u>Utilization Rate</u>	<u>Admission Rate</u>	<u>Days per 100 Residents</u>
2020	46.27%	34.32%	4,361

2021	46.20%	34.38%	4,313
2022	46.10%	34.57%	4,244

**Number of Health Care Admissions\***

The number of health care admissions pursuant to continuing care contracts and anticipated for the next three years, is as follows:

<u>2020</u>	<u>2021</u>	<u>2022</u>
133	133	135

\* Skilled Nursing Only

**Days of Care\***

The days of care per year anticipated for the next three years, are as follows:

\* Skilled Nursing Only

<u>2020</u>	<u>2021</u>	<u>2022</u>
16,671	16,662	16,673

**Number of Permanent Transfers\***

The number of permanent transfers to Ridge Crest in fiscal year ended December 31, 2018 was 44 residents.

\*Skilled Nursing Only

**Occupancy Rates – Independent Living**

The occupancy rate for the most recently completed fiscal year was 75.5%.

## IV. 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 has filed 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. A copy of the Entrance Fee Escrow Agreement is included as Exhibit F.

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 Residency Agreement 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 RESERVE ESCROW  
and  
CONTINGENCY RESERVE FOR PATIENT CARE

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 accounts have been established with Capital One Bank.

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

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.

In addition to the reserves described above, Meadow Ridge has established and is maintaining a reserve for expenses of the continuum of care to be made available to residents of The Community which may not be covered by residents' assets, income, or insurance. Under Connecticut law, such reserve is required to be in the initial amount of \$500,000 and then increased in equal annual increments to at least \$1,000,000 by the start of The Community's sixth year of operation. Redding Life Care has deposited \$500,000 into such a reserve. The State of Connecticut Department of Social Services has agreed that a balance of \$500,000 in this reserve is sufficient for The Community.

#### TAX CONSIDERATIONS

**1. Imputed Interest.** The Residency Agreements are intended to constitute a "continuing care contract" with a "qualified continuing care facility", within the meaning of Section 7872 of the Code. Under these rules, the entire amount of the resident loan is exempted from the below-market loan rules. It is advisable that the resident seek the advice of tax counsel with respect to any questions regarding imputed interest.

**2. Tax Deductions.** Residents of The Community may be allowed certain tax benefits. In January of each year, The Community will provide the residents with the percentage of resident fees that has been determined to be attributable to the operations of Ridge Crest. On average (calculated based on the last 5 years), approximately 25% of the monthly fees have been attributed to Ridge Crest and therefore qualify as medical expenses. All deductions are, of course, subject to limitations imposed by the Internal Revenue Code of 1986, as amended. It is advisable that the resident seek the advice of tax counsel before taking any of these deductions.

#### JUDICIAL PROCEEDINGS

There are no material judicial proceedings pending against Redding Life Care or its Manager.

## AFFILIATIONS

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

## CROSS REFERENCES

The following information, which is required by law to be included in this Disclosure Statement, can be found on the referenced pages:

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**EXHIBIT A**  
**SENIOR LIVING COMMUNITIES MANAGED**  
**BY LIFE CARE SERVICES**  
**AS OF 03/07/2019**

Alabama, Hoover – Danberry at Inverness  
Arizona, Chandler – Clarendale of Chandler  
Arizona, Peoria – Sierra Winds  
Arizona, Phoenix – Sagewood  
Arizona, Tempe (Phoenix) – Friendship Village of Tempe  
California, Carlsbad – LaCosta Glen and GlenBrook  
California, Cupertino – Forum at Rancho San Antonio, The  
California, Fullerton – Morningside of Fullerton and Park Vista  
California, Pleasanton – Stoneridge Creek Pleasanton and CreekView  
California, San Diego – Casa de las Campanas  
California, San Diego – Glen at Scripps Ranch, The  
California, San Juan Capistrano – Reata Glen  
California, San Rafael – Aldersly Garden Retirement Community  
California, Thousand Oaks – University Village at Thousand Oaks and Oak View  
Connecticut, Essex – Essex Meadows  
Connecticut, Mystic – StoneRidge  
Connecticut, Redding – Meadow Ridge  
Connecticut, Southbury – Pomperaug Woods  
Florida, Boca Raton – Toby & Leon Cooperman Sinai Residences of Boca Raton  
Florida, Celebration – Windsor at Celebration  
Florida, Naples – Bayshore Memory Care  
Florida, Naples – The Glenview at Pelican Bay  
Florida, Orlando – Gentry Park  
Florida, Palm City – Sandhill Cove  
Florida, Poinciana – Tuscan Isle  
Florida, Wesley Chapel – Beach House Assisted Living & Memory Care at Wiregrass Ranch  
Georgia, Columbus – Spring Harbor at Green Island  
Georgia, Cumming – Towne Club at Windermere  
Georgia, Evans – Brandon Wilde  
Georgia, Greensboro – Glen at Lake Oconee Village, The  
Georgia, Savannah – Marshes of Skidaway Island, The  
Georgia, Stone Mountain – Park Springs  
Hawaii, Honolulu – Hale Ola Kino  
Illinois, Addison – Clarendale of Addison  
Illinois, Algonquin – Clarendale of Algonquin  
Illinois, Chicago – Clare, The  
Illinois, Godfrey – United Methodist Village  
Illinois, Lincolnshire – Sedgebrook  
Illinois, Lincolnwood – Carrington at Lincolnwood, The  
Illinois, Long Grove – Arboria of Long Grove  
Illinois, Mokena – Clarendale of Mokena  
Illinois, Naperville – Monarch Landing

Illinois, St. Charles – River Glen of St. Charles  
Illinois, Wheaton – Wyndemere  
Indiana, Carmel – Magnolia Springs at Bridgewater  
Indiana, Greenwood (Indianapolis) – Greenwood Village South  
Indiana, Indianapolis – Magnolia Springs Southpointe  
Indiana, Indianapolis – Marquette  
Indiana, North Manchester – Peabody Retirement Community  
Indiana, Schererville – Clarendale of Schererville  
Indiana, Terre Haute – Westminster Village  
Indiana, West Lafayette – Westminster Village West Lafayette  
Iowa, Ames – Green Hills Retirement Community  
Iowa, Cedar Rapids – Cottage Grove Place  
Kansas, Atchison – Dooley Center  
Kansas, Bel Aire – Catholic Care Center  
Kentucky, Florence – Magnolia Springs Florence  
Kentucky, Lexington – Magnolia Springs Lexington  
Kentucky, Louisville – Magnolia Springs East  
Kentucky, Louisville – Magnolia Springs at Whipps Mill  
Maryland, Annapolis – Baywoods of Annapolis  
Maryland, Columbia – Vantage House  
Maryland, Pikesville (Baltimore) – North Oaks  
Maryland, Timonium – Mercy Ridge  
Maryland, Towson (Baltimore) – Blakehurst  
Michigan, Battle Creek – NorthPointe Woods  
Michigan, Dearborn – Henry Ford Village  
Michigan, East Lansing – Burcham Hills  
Michigan, Kalamazoo – Friendship Village  
Michigan, Waterford – Canterbury on-the-Lake  
Minnesota, Plymouth – Trillium Woods  
Minnesota, Vadnais Heights – Gable Pines  
Missouri, Higginsville – John Knox Village East  
Missouri, Kansas City – Kingswood Senior Living Community  
Missouri, St. Peters – Clarendale of St. Peters  
Nebraska, Lincoln – Woodlands at Hillcrest, The  
New Hampshire, Keene – Hillside Village  
New Jersey, Bridgewater – Delaney of Bridgewater, The  
New Jersey, Bridgewater – Laurel Circle  
New Jersey, Lakewood – Harrogate  
New York, Levittown – Village Green A Carlisle Assisted Living Community  
New York, Patchogue – Village Walk Patchogue  
New York, Purchase – Broadview – Senior Living at Purchase College  
North Carolina, Chapel Hill – Cedars of Chapel Hill, The  
North Carolina, Charlotte – Cypress of Charlotte, The  
North Carolina, Durham – Croasdaile Village  
North Carolina, Greensboro – WhiteStone  
North Carolina, Greenville – Cypress Glen Retirement Community  
North Carolina, Lumberton – Wesley Pines Retirement Community  
North Carolina, Raleigh – Cypress of Raleigh, The  
North Carolina, Wilmington – Plantation Village



Ohio, Dublin – Friendship Village of Dublin  
Ohio, Elyria – Wesleyan Senior Living  
Ohio, Mason – Magnolia Springs Loveland  
Oklahoma, Bartlesville – Green Country Village  
Oregon, Dallas – Dallas Retirement Village  
Oregon, Salem – Capital Manor  
Pennsylvania, Reading – Heritage of Green Hills  
South Carolina, Greenville – Rolling Green Village  
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island  
South Carolina, Hilton Head Island – Cypress of Hilton Head, The  
South Carolina, Sumter – Covenant Place  
Tennessee, Brentwood – Heritage at Brentwood, The  
Tennessee, Germantown – Gardens of Germantown, The  
Tennessee, Hendersonville – Clarendale at Indian Lakes  
Tennessee, Nashville – Clarendale at Bellevue Place  
Texas, Austin – Westminster  
Texas, Bedford – Parkwood Healthcare  
Texas, Bedford – Parkwood Retirement  
Texas, Dallas – Autumn Leaves  
Texas, Dallas – Monticello West  
Texas, Dallas – Signature Pointe  
Texas, Dallas – Walnut Place  
Texas, Georgetown – Delaney at Georgetown Village, The  
Texas, League City – Delaney at South Shore Harbour, The  
Texas, Lubbock – Carillon Senior LifeCare Community  
Texas, McKinney – Ivy of McKinney, The  
Texas, Richmond – Delaney at Parkway Lakes, The  
Texas, Temple – Meridian of Temple  
Texas, The Woodlands – Village at the Woodlands Waterway, The  
Texas, Victoria – Copperfield Village  
Texas, Victoria – Greatwood Homes of Victoria  
Texas, Waco – Delaney at Lake Waco, The  
Utah, Taylorsville – Summit Vista  
Vermont, White River – Village at White River Junction, The  
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care  
Washington, Issaquah – Timber Ridge at Talus  
Wisconsin, Mequon – Newcastle Place  
Wisconsin, Milwaukee – Eastcastle Place

## **EXHIBIT B**

### **DESCRIPTION OF THE SERVICES; BENEFITS AND MISCELLANEOUS POLICIES**

The services provided by Meadow Ridge to residents are listed in each Residency Agreement 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.

## **Ridge Crest and Assisted Living Permanent Assignment**

### Lifecare Plans:

Residents of Meadow Ridge are allowed to accumulate up to a lifetime aggregate of ninety (90) days (90 days for each resident in a double-occupied apartment, but the allowance cannot be combined and used by only one resident) of assisted living in an assisted living apartment or nursing care in Ridge Crest at no additional cost, other than for extra meals not covered by the monthly fee and ancillary items. When ninety (90) days of accumulated care are exceeded, the resident's monthly fee depends upon the following:

- (a) In the case of a single-occupancy resident, if the resident chooses to release his or her apartment, then his or her monthly fee for the apartment will cease, and resident will pay the lesser of the then-current monthly fee for (a) the resident's apartment or (b) a two-bedroom type B apartment. In addition, the resident will pay for the cost of the two meals per day as well as all other applicable regular monthly charges not covered by the monthly fee at the then current charge for extra meals.
- (b) In the case of a single-occupancy resident, if the resident chooses not to release his or her apartment, then the resident will continue to pay the apartment monthly fee and the resident will pay a monthly fee for assisted living or nursing care equal to the then-current monthly fee for a two-bedroom type B apartment plus the cost of the one meal per day not covered by the two monthly fees at the then current charge for extra meals, as well as all other applicable regular monthly charges.
- (c) In the case of a double-occupancy apartment, if one resident is in an assisted living apartment or Ridge Crest and accumulates more than ninety (90) days of nursing care, then the monthly fees remain the same except for additional meals at the then current charge for extra meals as well as all other applicable regular monthly charges.
- (d) In the case of a double-occupancy apartment, if both residents are in an assisted living apartment or Ridge Crest and each accumulates more than ninety (90) days of assisted living or nursing care, and if the residents choose to release their apartment, then their monthly fees for their apartment will cease, and they will pay the lesser of (a) the then-current regular monthly fee for the resident's apartment or (b) first and second person, for a two-bedroom type B apartment, plus additional meals at the then current charge for extra meals. The residents will continue to pay all other applicable regular monthly charges.
- (e) In the case of a double-occupancy apartment, if both residents are in an assisted living apartment or Ridge Crest and each accumulates more than ninety (90) days of assisted living or nursing care, and if the residents choose not to release their apartment, then they will continue to pay their apartment monthly fees, first and second person, and,

in addition, they will pay additional monthly fees for assisted living or nursing care equal to the two-bedroom, type B monthly fee, first and second person, plus the cost of additional meals at the then current charge for extra meals. The residents will continue to pay all other applicable regular monthly charges.

#### Fee-for-Service Plans:

If the resident's attending physician or the Medical Director determines that the resident requires assisted living services or nursing care, the resident will be requested to relocate to an assisted living apartment of the Ridge Crest (either temporarily or permanently) or another assisted living center or health center of your choice, as applicable. Fee-for-Service Plan residents will be provided priority access over nonresidents for admission to an assisted living apartment or Ridge Crest on a space available basis at our current private pay rates. If you relocate, your monthly charges will depend upon whether you release your apartment. If you have relocated to an assisted living apartment or Ridge Crest and chose to release your resident, you must provide The Community with 45 days' advance written notice. During that 45-day period, you will continue to pay your monthly fees, your health care charges and all other applicable regular monthly charges. Upon the later of such 45-day period or the removal of all of the contents from your residence, the monthly fee for your residence will cease and you will only pay your health care charges and any other applicable regular monthly charges. If you do not release your apartment upon your relocation to an assisted living apartment or Ridge Crest, you will continue to pay your monthly fee for your residence, all other applicable regular monthly charges and your health care charges. If there are two of you and only one of you relocates to an assisted living apartment or Ridge Crest, the resident who relocates will pay all health care charges and all other applicable regular monthly charges and the resident who remains in the residence will continue to pay the monthly fee and all other applicable regular monthly charges.

Fee-for-Service Plan residents are given priority over nonresidents for assisted living apartments and skilled nursing beds at The Community. In the unlikely event that there are no assisted living apartments available and there are no nursing care beds available in Ridge Crest at Meadow Ridge, you may receive home health services in your residence at your own cost and expense and/or place your name on a waiting list, which will be processed in accordance with Meadow Ridge's waiting list policy or you may 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 any regular monthly charges.

#### **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 C**

**HISTORICAL ADMISSION PAYMENTS, MONTHLY FEES, ETC.**

ADMISSION PAYMENT 80% REFUND

	January 2012	January 2013	January 2014	July 2014	January 2015	January 2016	Mar-17	Mar-18	Apr-19
Apartments									
A1 AVON	\$450,000	\$450,000	\$450,000	\$463,500	\$463,500	\$482,000	\$506,000	\$531,300	\$555,200
A ESSEX	\$520,000	\$520,000	\$520,000	\$535,600	\$535,600	\$557,000	\$585,000	\$614,300	\$641,900
A2 FAIRFIELD	\$585,000	\$585,000	\$585,000	\$602,550	\$602,550	\$626,500	\$658,000	\$691,000	\$722,000
B (2 bedroom) GREENWICH	\$610,000	\$610,000	\$610,000	\$628,300	\$628,300	\$653,500	\$686,000	\$720,300	\$741,900
C (2 bedroom/ den) SAUGATUCK	\$720,000	\$720,000	\$720,000	\$741,600	\$741,600	\$771,500	\$810,000	\$850,500	\$876,000
D (bedroom/den) WINDSOR	\$1,150,000	\$1,250,000	\$1,250,000	\$1,287,500	\$1,287,500	\$1,339,000	\$1,405,000	\$1,475,300	\$1,475,300

ADMISSION PAYMENT 50% REFUND

	January 2012	January 2013	January 2014	Jan-15	Jan-16	Mar-17	Mar-18	Apr-19
Apartments								
A1 AVON	-	-	-	394,000	\$409,700	\$430,100	\$451,600	\$471,900
A ESSEX	-	-	-	455,300	\$473,500	\$497,300	\$522,200	\$545,600
A2 FAIRFIELD	-	-	-	512,200	\$532,500	\$559,300	\$587,300	\$613,700
B (2 bedroom) GREENWICH	-	-	-	534,100	\$555,500	\$583,100	\$612,300	\$630,600
C (2 bedroom/den) SAUGATUCK	-	-	-	630,400	\$655,800	\$688,500	\$722,900	\$744,600
D (bedroom/den) WINDSOR	-	-	-	1,094,400	\$1,138,200	\$1,194,300	\$1,254,000	\$1,254,000

## DECLINING REFUND OR TRADITIONAL

	January 2012	January 2013	January 2014	Jan-15	Jan-16	Mar-17	Mar-18	Apr-19
Apartments								
A1 AVON	-	-	-	301,300	\$313,300	\$354,200	\$371,900	\$388,600
A ESSEX	-	-	-	348,100	\$362,100	\$409,500	\$430,000	\$449,300
A2 FAIRFIELD	-	-	-	391,700	\$407,200	\$460,600	\$483,700	\$505,400
B (2 bedroom) GREENWICH	-	-	-	408,400	\$424,800	\$480,200	\$504,200	\$519,300
C (2 bedroom/den) SAUGATUCK	-	-	-	482,000	\$501,500	\$567,000	\$595,400	\$613,200
D (bedroom/den) WINDSOR	-	-	-	836,900	\$870,400	\$983,500	\$1,032,700	\$1,032,700

MONTHLY FEES

	January 2012	January 2013	January 2014	January 2015	January 2016	January 2017	January 2018	January 2019
Apartments								
A1 AVON	\$3,799	\$3,911	\$4,058	\$4,216	\$4,376	\$4,518	\$4,667	\$4,818
A ESSEX	\$4,238	\$4,363	\$4,527	\$4,704	\$4,883	\$5,042	\$5,208	\$5,377
A2 FAIRFIELD	\$4,642	\$4,779	\$4,958	\$5,151	\$5,347	\$5,521	\$5,703	\$5,888
B (2 bedroom) GREENWICH	\$4,989	\$5,136	\$5,329	\$5,537	\$5,747	\$5,934	\$6,130	\$6,329
C (2 bedroom/den) SAUGATUCK	\$5,735	\$5,904	\$6,125	\$6,364	\$6,606	\$6,821	\$7,046	\$7,275
D (bedroom/den) WINDSOR	\$7,138	\$7,349	\$7,625	\$7,922	\$8,223	\$8,490	\$8,770	\$9,055

**EXHIBIT D (1)**

**MEADOW RIDGE RETURN OF CAPITAL PLAN<sup>(TM)</sup>  
RESIDENCY AGREEMENT  
(LIFE CARE)**



**100 Redding Road**

**Redding, Connecticut 06896**

**(203) 544-1000**

**RESIDENCY AGREEMENT**

Version: July 2018



## 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 "Residency Agreement" means this Residency Agreement.

"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 Fee" means fees charged for Assisted Living Services as established by us from time to time and payable by a resident residing in the Assisted Living Apartments.

"Assisted Living Services" means those services provided by The Community in the Assisted Living Apartments 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 4 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, The Health Center, 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.

"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.

"The Health Center at Meadow Ridge" or "The Health Center" means the health center forming a part of The Community which is intended to provide semi-private or private (for an additional fee and if available) nursing accommodations for the nursing care as stated in 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 The Health Center in accordance with Section 6.8 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 4 of the Agreement.

"occupancy" (including the term occupy and all tenses thereof) means the date upon which you close on your apartment (i.e., your Admission Payments have been made in accordance with the terms of your Agreement).

"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 16 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.

"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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EXHIBIT E – ACKNOWLEDGMENT OF RECEIPT OF RESIDENT HANDBOOK

**Meadow Ridge**

**RESIDENCY AGREEMENT**

**1. ENTRANCE FEE AND LOAN**

**1.1. Admission Payments**

To assure you \_\_\_\_\_ 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 \$ \_\_\_\_\_.

- (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 entitles you 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 The Health Center at Meadow Ridge when you are no longer capable of independent or assisted living.

**1.2. Entrance Fee**

Ten percent of your Admission Payments (minus the Second Person Entrance Fee, if applicable) (\$ \_\_\_\_\_) is paid herewith and will be held in escrow pursuant to Connecticut law (the "Entrance Fee Deposit"). In no event shall you be required to move into the Community before the expiration of thirty (30) days from your execution of this Agreement. The balance of your Entrance Fee (\$ \_\_\_\_\_) and the Second Person Entrance Fee (\$ \_\_\_\_\_), if applicable, will be due and payable on the same day that your Loan is due pursuant to Section 1.3 below.

### **1.3. Loan**

Your Loan of \$ \_\_\_\_\_ will be paid (by wire, bank or certified check) to Meadow Ridge the earlier of \_\_\_\_\_ or the date you move into The Community. Your Loan will be evidenced by a Loan Agreement, a copy of which is attached as Exhibit A. 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, subject to 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, a separate bank or certified check) to Meadow Ridge on the same day as your Loan is due pursuant to Section 1.3 above. This charge may be used by us for The Community to fund apartment refurbishment costs, Community refurbishment costs, capital improvements and/or capital reserves. 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 Residency Agreement, 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 from the date of this Agreement, this Agreement will be automatically canceled. In such event, the full amount of the Entrance Fee Deposit you have paid will be refunded to you, without interest, within one hundred twenty (120) 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 occupancy, or because of illness, injury, or incapacity, you (or either of you if there are two of you) are unable to occupy your Apartment under the terms of this Agreement, upon written notice to Meadow Ridge by registered or certified mail, this Agreement will be automatically 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 The Health Center at Meadow Ridge 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 one hundred twenty (120) 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 occupying 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 one hundred twenty (120) days.

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

In the event this Agreement is terminated or canceled after you have occupied 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 of your Loan will be made in accordance with the Loan Agreement, a copy of which is attached as Exhibit A to this Residency Agreement.

**2.4. Right of Offset**

We have the right to offset against any Entrance Fee Deposit refund and/or Loan repayment, 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 9.2.3, and any other sums owed by 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. 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:

(a) monthly charges for any optional services that you utilize and that are subject to an extra charge as provided in Section 5 below; and

(b) a \$\_\_\_\_\_ charge per month for occupying your Apartment (including any Assisted Living Apartment to which you relocate) or The Health Center at Meadow Ridge. There shall be no increase in this charge during the term of this Agreement and charges collected shall be our unrestricted property and may be used by us for any purpose.

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**

On the earlier of (i) the day you move into The Community or (ii) the day you make your Loan to us as provided in Section 1.3 of this Agreement, 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.

### **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), upon the removal of the contents of your Apartment or upon the release

of your Apartment pursuant to the provisions regarding assisted living and Health Center 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 Residency Agreement 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:

**4.1** Continental breakfast every day;

**4.2** 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 (or a comparable meal plan as determined by Meadow Ridge from time to time);

**4.3** Water, sewer, air conditioning, heating, and electricity;

**4.4** Satellite or Cable TV service (as decided by Meadow Ridge);

**4.5** Property taxes, insurance on building and structures;

**4.6** Grounds keeping, landscaping, and snow removal;

**4.7** Security services;

**4.8** Building janitorial and maintenance service;

**4.9** Weekly housekeeping service;

**4.10** Weekly flat laundry service (one load);

**4.11** Planned social, cultural and recreational activities for those who wish to participate;

**4.12** One reserved space for open parking provided, however, parking spaces are only available if you own an automobile;

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

**4.14** Complete kitchen, including refrigerator, range with oven, dishwasher, microwave oven, ductless hood fan;

**4.15** Stackable washer and dryer in each apartment;

**4.16** 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;

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

**4.18** Use of all common areas in The Community;

**4.19** Use of recycling rooms on every floor;

**4.20** Use of The Health Center at Meadow Ridge pursuant to the terms of Section 6 of this Agreement; and

**4.21** Use of the Assisted Living Apartments at Meadow Ridge pursuant to the terms of Section 6 of this Agreement.

## **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, salon 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 The Health Center at Meadow Ridge or an Assisted Living Apartment.

A list of these extra charges for the additional services can be obtained from the front desk. 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 attached to this Agreement as 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.

### **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 paid on the tenth day of each month along with all other Regular Monthly Charges owed by you.

## **6. ASSISTED LIVING AND THE HEALTH CENTER AT MEADOW RIDGE**

You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to Assisted Living Apartments or the Health Center at Meadow Ridge. 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 The Health Center at Meadow Ridge is necessitated, we will provide you with such services to the extent authorized by our license from the State of Connecticut on the following terms:

### **6.1. Accommodations**

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

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

We will provide Assisted Living Services in an Assisted Living Apartment or nursing care in The Health Center at Meadow Ridge 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), except that each Resident will pay the cost of the extra meals not covered by the Monthly Fee at the then current charge for extra meals. The Monthly Fees for your Apartment and all other applicable Regular Monthly Charges will continue as before.

### **6.3. 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:

**6.3.1 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 for an assisted living or nursing care Monthly Fee in an amount equal to the lesser of the then current Monthly Fee for (a) your Apartment or (b) a two-bedroom type B apartment. 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.

**6.3.2 Retain Apartment.** If you do not release your Apartment, you will pay for an assisted living or nursing care Monthly Fee in an amount equal to the then current Monthly Fee for a two-bedroom, type B apartment. 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.

#### **6.4. 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 care, 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. If both of you require care beyond the ninety (90) cumulative days, your Monthly Fee will depend upon whether you release your Apartment:

**6.4.1 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 lesser of the then current Monthly Fees for (a) your Apartment or (b) (first and second person) for a two-bedroom, type B 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.

**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 the then current Monthly Fees (first and second person) for a two-bedroom, type B apartment. In addition, you will continue to pay your Monthly Fees (first and second person) for your Apartment and all other applicable Regular Monthly Charges. 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.

#### **6.5. Outside Care**

**6.5.1 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 and processed in accordance with Meadow Ridge's wait list policy; or (iii) relocate to, and receive care from, another assisted living 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.

**6.5.2 Nursing Care if a Bed is Not Available.** If, due to unusual circumstances, there are no nursing care beds available in The Health Center at Meadow Ridge, you may (upon your agreement) relocate to another health facility

with which we will contract to provide nursing care. You will continue to pay the Regular Monthly Charges outlined in Sections 6.2, 6.3, and 6.4 of this Agreement and other ancillary services, but will incur no additional costs as a result of this relocation. We will, upon your agreement, relocate you to The Health Center at Meadow Ridge as soon as accommodations are available.

**6.5.3 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 the Health Center at Meadow Ridge (or an assisted living apartment, if assisted living services are needed) is available 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.

**6.5.4 Cumulative Days.** Such a stay set forth in Section 6.5.2 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 health center or assisted living facility not designated by us 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.

## **6.6. Return to Apartment**

If you give up occupancy of your Apartment because you have moved to The Health Center at Meadow Ridge or an Assisted Living Apartment, and if later you are able, you agree, and in the opinion of the Medical Director, or your attending physician with the concurrence of the Medical Director, 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 The Health Center at Meadow Ridge or your Assisted Living Apartment, as applicable, until such apartment becomes available.

## **6.7. Special Services**

We will also provide special services and supplies in The Health Center at Meadow Ridge or in an Assisted Living Apartment 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.

**6.8. Medical Director**

We will designate, from time to time, a member in good standing with privileges at Norwalk Hospital or Danbury Hospital as Medical Director of The Health Center. 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.

**6.9. 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.

**6.10. Non-Resident Use of Assisted Living Apartments and The Health Center**

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 to available Assisted Living Apartments and nursing beds at The Health Center at Meadow Ridge.

**6.11. Supplemental Insurance**

You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, 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 6.11, satisfactory to us, and you will provide proof of such coverage upon request.

**6.11.1 Financial Responsibility.** Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in The Health Center at Meadow Ridge, you shall be financially responsible for paying deductibles, co-insurance amounts and any other charges for each Medicare-qualified admission and stay in The Health Center. If you are eligible to receive the ninety (90) days of care in The Health Center at Meadow Ridge as provided in Section 6.2 and your stay in The Health Center at Meadow Ridge 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 9.2.3 of this Agreement, and we may revoke your right to reside at The Community and may terminate the Residency Agreement as provided in this Agreement.

## **6.12. 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) live unless you (or both of you) are not capable of maintaining yourself in independent living in the Apartment, or 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 The Health Center at Meadow Ridge 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. In such event, we will retain the total of your Entrance Fee, and 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** You (or either of you if there are two of you) become infected with a dangerous and contagious disease or become mentally or emotionally disturbed, and the Medical Director determines that such condition is detrimental to the health, safety, or welfare of others, and such condition cannot be cared for in an Assisted Living Apartment or in The Health Center at Meadow Ridge within the limits of our license from the State of Connecticut;

**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 15 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 Entrance Fee, Second Person Entrance Fee, if applicable, and made the Loan, 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** You shall in any case be permitted to remain at The Community for ninety (90) days after the date of failure to pay, during which time you shall continue to pay reduced Regular Monthly Charges based on your current income; and

**9.2.3** Because it is and shall continue to be 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 at reduced Regular Monthly Charges 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 reserve the right to relocate you to a smaller apartment. This Section 9.2.3 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.

### **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. Occupancy of Apartment**

Except as hereinafter provided, no person other than you (or both of you) may occupy 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 residency 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 residency, such second person will not be permitted to occupy the Apartment for more than thirty (30) days (except with our express written approval) and you may cancel this Agreement as provided in Section 8. Meadow Ridge reserves the right to adopt and revise, from time to time, its admission guidelines.

### **10.3. Compliance Changes**

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.

### **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 be such as to 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 be amended by 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 Residency Agreement or to any matter arising out of or related to this Residency Agreement. 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 Residency Agreement shall preclude the enforcement by Meadow Ridge of any judgment or order obtained in such forum or the taking of any action under this Residency Agreement 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**

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 C.

### **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 residency agreements. 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 Residency Agreement will have any rights hereunder. Neither this Residency Agreement nor the disclosure statement creates any rights for parties other than those who have executed this Residency Agreement.

#### **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 D. Residents may use the complaint resolution process without fear of reprisal of any kind.

## **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 which are attached to the disclosure statement as Exhibit I and hereby incorporated by reference) 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 date of occupancy 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 E. 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:**

**REDDING LIFE CARE, LLC  
d/b/a Meadow Ridge**

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

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

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

\_\_\_\_\_  
Witness

Residency Agreement (2018-07-19)



\_\_\_\_\_  
Witness

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

Pursuant to your Residency Agreement, 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 Residency Agreement.

**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 Residency Agreement 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 Residency Agreement if you cancel the Residency Agreement 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 The Health Center at Meadow Ridge 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 The Health Center at Meadow Ridge or an Assisted Living Apartment and at the time of such death your Apartment had been released in connection with your (or such survivor's) admission to The Health Center at Meadow Ridge or an Assisted Living Apartment and your Apartment has been occupied by a new resident to The Community and 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, otherwise 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 The Health Center at Meadow Ridge or an Assisted Living Apartment and you (or such survivor) decide to voluntarily relocate out of The Community and terminate your Residency Agreement and at the time of such move your Apartment previously had been released in connection with your (or such survivor's) admission to The Health Center at Meadow Ridge or an Assisted Living Apartment and your Apartment has been occupied by a new resident to The Community and 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 The Health Center at Meadow Ridge or the Assisted Living Apartment, as the case may be, otherwise 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 the Health Center or the Assisted Living Apartment, as the case may be; and

(v) if your Residency Agreement has not been canceled or terminated in accordance with the provisions of the Residency Agreement, 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 9.2.3 of the Residency Agreement, (4) any charges due under Section 10.6 of the Residency Agreement and (5) any other sums owed by you.

**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:**

**REDDING LIFE CARE, LLC  
d/b/a Meadow Ridge**

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

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

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

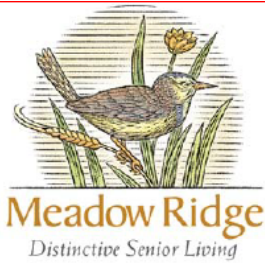
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Witness

\_\_\_\_\_  
Witness



## EXHIBIT B

Please Initial Receipt of Ancillary Charges \_\_\_\_\_



### ANCILLARY CHARGES JANUARY 1, 2017 TO DECEMBER 31, 2018

SERVICE	CHARGE
<b>GUEST SERVICES</b>	
King Room	\$ 148.00* per night - King size bed \$ 25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$ 175.00* per night - 2 Double beds \$ 275.00* per night - sleeps 6 \$ 317.00* per night - sleeps 8-10 \$ 40.00 cancellation fee if less than 24 hours' notice
Late Check-Out Fee (until 3:00 p.m.)	\$40.00
Cot Rental	\$ 10.00 per cot/ per night * Includes 15% CT Room Tax
<b>MEALS</b>	
Guest Meals	\$ 18.00 when using meal credit \$ 26.50 without using meal credit
Children's Meals (10 years and under)	\$ 12.00 per meal
Sunday Brunch	\$ 23.50 when using meal credit \$ 32.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Mother's Day, Father's Day, Thanksgiving & Christmas	\$ 38.00 meal credits may not be used
Memorial Day, July 4 <sup>th</sup> , Labor Day	\$ 27.00 meal credits may not be used
Meal Delivery Charges	\$5.00
Resident Meal (Additional)	\$18.00
Absence Meal Credit	\$6.65
Catering Charges	\$ Market Rate
<b>SECURITY</b>	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$ 13.00 per key
Replacement Mailbox Key	\$ 5.00 per key
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$13.00
Additional Personal Help Button (PHB)	\$120.00



**ANCILLARY CHARGES  
JANUARY 1, 2017 TO DECEMBER 31, 2018**

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	\$ 28.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Biohazard Fee (Biological clean up)	\$50.00
Additional maintenance services (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 40.00 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 504.*

**ANCILLARY CHARGES  
JANUARY 1, 2017 TO DECEMBER 31, 2018**

SERVICE	CHARGE
<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**)
Activity Bus Transportation	<i>(determined by Community Life Services Dir.)</i>
Coach Bus	<i>(determined by Community Life Services Dir.) Based on Trip Destination</i>
Event Bus Reservations	\$ 145.00 first 2 hours; \$31.00/hr thereafter
After-hour Branchville Rail Station Pick up	\$ 60.00 one way
* Holiday rate is \$45.00 per hour	
** The per mile fee fluctuates with current IRS guidelines	
<i>We are pleased to provide complimentary transportation to medical appoints as outlined in the Transportation Policy with a 48-hour advance notification. As a courtesy to other residents, residents are asked to provide a 24-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.</i>	
<b>OFFICE SERVICES</b>	
Copier/Printing	\$ .15 per page (black and white)
Color Printouts	\$ .50 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	\$ 35.00 for 1 <sup>st</sup> half hour (with appointment)
(Computer hardware/software installation, repair or software training)	\$ 12.00 for every 15 minutes thereafter
Name Badges	\$ 11.00 Pin Type \$ 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)

**ANCILLARY CHARGES  
JANUARY 1, 2017 TO DECEMBER 31, 2018**

<b>SERVICE</b>	<b>CHARGE</b>
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.	\$ 28.00 per hour

**A LA CARTE ASSISTANCE IN LIVING SERVICES (through Resident Health Services Office)**

A One-Time Admission Fee to Initiate Assistance in Living Services	\$150.00
Nursing Visit	\$ 75.00 per hour billed in 30 minute increments
Certified Nursing Assistant (CNA) assistance	\$ 30.00 per hour billed in 30 minute increments
Escorted Wheelchair Roundtrip inside Facility	\$ 20.00 per trip
Safety check	\$ 15.00 per check
Registered Dietician Assessment and Consultation	\$ 75.00 per hour
Wheelchair Rental	\$ 20.00 per day

**ASSISTANCE IN LIVING PACKAGES OFFERED (through Resident Health Services Office)**

**MEDICATION ASSISTANCE PACKAGES:**

1. Weekly Pre-pour	\$ 300.00 per month
2. Pre-pour + 1 Daily medicine cue	\$ 650.00 per month
3. Pre-pour + 2 Daily medicine cues	\$ 1000.00 per month
4. Pre-pour + 3 daily medicine cues	\$ 1350.00 per month
1. Daily medication administration 1x daily	\$ 600.00 per month
2. Daily medication administration 2x daily	\$ 1200.00 per month
3. Daily medication administration 3x daily	\$ 1800.00 per month
4. Vitamin B-12 Injections	\$ 20.00 per injection
5. Blood Glucose testing 1x daily	\$ 500.00 per month
6. Blood Glucose testing 3x week	\$ 250.00 per month
7. Blood Glucose testing 1x week	\$ 100.00 per month

**ANCILLARY CHARGES  
JANUARY 1, 2017 TO DECEMBER 31, 2018**

<b>SERVICE</b>	<b>CHARGE</b>
<b>PERSONAL CARE PACKAGES:</b>	
1. 15 minutes CNA assistance daily	\$350.00 per month
2. 15 minutes CNA assistance 2x daily	\$675.00 per month
3. 30 minutes CNA assistance daily	\$675.00 per month
4. 30 minutes CNA assistance 2x daily	\$1350.00 per month
5. 60 minutes CNA assistance daily	\$1350.00 per month
6. 60 minutes CNA assistance 3x week	\$600.00 per month
7. Roundtrip escort via wheelchair 1x daily	\$600.00 per month
<b>SAFETY CHECK PACKAGES:</b>	
1. Safety check 1x night	\$350.00 per month
2. Safety check 2x night	\$675.00 per month
3. Safety check 3x night	\$1000.00 per month

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

You have the right to:

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

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

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

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

Information/General: Loan Nguyen  
Supervising Nurse Consultant (860) 509-7400

Complaints: Donna Ortelle, R.N.  
Public Health Services Manager (860) 509-7400

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

Dan Lerman, Regional Ombudsman  
Long-Term Care Ombudsman Program  
249 Thomaston Avenue  
Waterbury, CT 06702  
(203) 597-4181  
1-866-388-1888

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

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

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

## EXHIBIT D

### **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 the Health Center 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 write a letter to Director of Operations Management; Life Care Services LLC; 1602 King Richard Circle; St. Charles, IL 60174. 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 C to the Residency Agreement.

Dated: July 2018



**EXHIBIT E**  
**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 Residency Agreement.

\_\_\_\_\_  
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 D (2)**

**MEADOW RIDGE TRADITIONAL PLAN  
RESIDENCY AGREEMENT  
(LIFE CARE)**

**EXHIBIT D (3)**

**MEADOW RIDGE RETURN OF CAPITAL<sup>(TM)</sup>  
RESIDENCY AGREEMENT  
(FEE-FOR-SERVICE)**

**EXHIBIT E**

**Audited Financial Statements**

**EXHIBIT F**

**Entrance Fee Escrow Agreement**



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GLOBAL CORPORATE TRUST SERVICES

P.O. Box 960778  
Boston, MA 02196-0778

**STATEMENT OF ESCROW AGENT**

The undersigned hereby represents that Redding Life Care, LLC has established and does maintain the following escrow accounts with US Bank, National Association.

- Entrance Fee Escrow Account (Account# 9572830005)

**Escrow Agent: US Bank, National Association**

Signature

Vice President

Title

5/16/2019

Date

NOTARY:

State of Massachusetts )

County of Suffolk ) SS:

On this 16<sup>th</sup> day of May, 2019, personally appeared David Doucette, as an officer of US Bank, National Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he/she executed the same for the purposes therein contained.

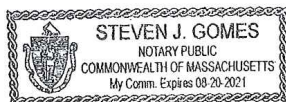
In witness whereof I hereunto set my hand.

Signature of Notary Public

Date Commission Expires: 8/20/2021

Printed Name of Notary Public

(Notary Seal or Stamp)



**EXHIBIT G (1/2)**

**Operating/Debt Reserve Escrow Agreement**



Capital One N.A.  
Capital One Healthcare  
299 Park Avenue, 32nd floor  
New York, NY 10171

**STATEMENT OF ESCROW AGENT**

The undersigned hereby represents that Redding Life Care, LLC has established and does maintain the following escrow accounts (account #7528420146) with Capital One, National Association.

- Operating Reserve Escrow
- Debt Service Reserve Escrow

**Escrow Agent: Capital One, National Association**

\_\_\_\_\_  
Signature  
Treasury Management Consultant  
Title  
5/20/19  
Date

NOTARY:

State of New Jersey )  
County of Essex ) SS:

On this 20th day of May, 2019, personally appeared Chris Bothwell, as an officer of US Bank, National Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public  
Date Commission  
Janelle Kho  
Printed Name of Notary Public

Expires: 10/09/2022

(Notary Seal or Stamp)



**EXHIBIT H**

**Statements from Escrow Agents**



**EXHIBIT I**

**Current Fee Schedules**

**RATE SCHEDULE**

**January 1, 2019**

**ADMISSION PAYMENTS – 80% ROC PLAN**

A1	AVON	One Bedroom	\$555,200
A	ESSEX	One Bedroom	\$641,900
A2	FAIRFELD	One Bedroom with Den	\$722,000
B	GREENWICH	Two Bedroom	\$741,900
C	SAUGATUCK	Two Bedroom with Den	\$876,000
D	WINDSOR	Two Bedroom Deluxe	\$1,475,300

Second Person Admission Fee \$35,000

**ADMISSION PAYMENTS – 50% ROC PLAN**

A1	AVON	One Bedroom	\$471,900
A	ESSEX	One Bedroom	\$545,600
A2	FAIRFELD	One Bedroom with Den	\$613,700
B	GREENWICH	Two Bedroom	\$630,600
C	SAUGATUCK	Two Bedroom with Den	\$744,600
D	WINDSOR	Two Bedroom Deluxe	\$1,254,000

Second Person Admission Fee \$35,000

**ADMISSION PAYMENTS – Declining Refund**

A1	AVON	One Bedroom	\$388,640
A	ESSEX	One Bedroom	\$449,300
A2	FAIRFELD	One Bedroom with Den	\$505,400
B	GREENWICH	Two Bedroom	\$519,300
C	SAUGATUCK	Two Bedroom with Den	\$613,200
D	WINDSOR	Two Bedroom Deluxe	\$1,032,700

Second Person Admission Fee \$35,000

Meadow Ridge reserves the right to offer new prospective residents alternative forms of residency agreements from time to time.

January 1, 2019

MONTHLY FEES

A1	AVON	One Bedroom	\$4818
A	ESSEX	One Bedroom	\$5377
A2	FAIRFELD	One Bedroom with Den	\$5888
B	GREENWICH	Two Bedroom	\$6329
C	SAUGATUCK	Two Bedroom with Den	\$7275
D	WINDSOR	Two Bedroom Deluxe	\$9055
Second Person Monthly Fee			\$2,024
Owner's Supervision Fee			\$90

Note: There is a one-time Capital Improvements Fee of \$6,000



Please Initial Receipt of Ancillary Charges \_\_\_\_\_

**ANCILLARY CHARGES**  
JANUARY 1, 2019 TO DECEMBER 31, 2019

SERVICE	CHARGE
<b>GUEST SERVICES</b>	
King Room	\$148.00* per night – King size bed \$25.00 cancellation fee if less than 24 hours' notice
Family Apartment	\$175.00* per night – 2 Double beds \$275.00* per night – sleeps 6 \$317.00* per night – sleeps 8-10 \$40.00 cancellation fee if less than 24 hours' notice
Late Check-Out Fee (until 3:00 p.m.)	\$40.00
Cot Rental	\$30.00 per cot/per night
*includes 15% CT Room Tax	

MEALS	
Guest Meals	\$18.00 when using meal credit \$26.50 without using meal credit
Children's Meals (10 years and under)	\$12.00 per meal
Sunday Brunch	\$23.50 when using meal credit \$32.00 without using meal credit
Special and Holiday Meals: New Years, Easter, Mother's Day, Father's Day, Thanksgiving & Christmas	\$38.00 meal credits may not be used
Memorial Day, July 4 <sup>th</sup> , Labor Day	\$27.00 meal credits may not be used
Meal Delivery Charges	\$5.00
Resident Meal (Additional)	\$18.00
Absence Meal Credit	\$6.65
Catering Charges	\$ Market Rate

SECURITY	
Replacement or Additional Spruce/Laurel Keys, Apartment Door Keys, or Slider Door Keys	\$13.00 per key
Replacement Mailbox Key	\$ 5.00 per key
Replacement/Extra Wand	\$ 25.00 per wand
Laurel and Spruce Building Keys	\$13.00
Additional Personal Help Button (PHB)	\$120.00

**ANCILLARY CHARGES**  
**JANUARY 1, 2019 TO DECEMBER 31, 2019**

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	\$ 28.00 per hour
Additional carpet shampooing	\$ 75.00 per room or traffic area
Spot cleaning	\$ 50.00 per hour + \$15.00 service fee
Biohazard Fee (Biological clean up)	\$50.00
Additional maintenance services: (Furniture repairs, moving furniture, hanging pictures, lightbulb changes, etc.)	\$ 40.00 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 504.*

**ANCILLARY CHARGES**

JANUARY 1, 2019 TO DECEMBER 31, 2019

<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**)
Activity Bus Transportation	<i>(determined by Resident Life Director)</i>
Coach Bus	<i>(determined by Resident Life Director)</i> <i>Based on Trip Destination</i>
Event Bus Reservations	\$ 150.00 first 2 hours; \$31.00/hour thereafter
After-hour Branchville Rail Station 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 appoints as outlined in the Transportation Policy with a 48-hour advance notification. As a courtesy to other residents, residents are asked to provide a 24-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.*

<b>OFFICE SERVICES</b>	
Copier/Printing	\$ .15 per page (black and white)
Color Printouts	\$ .50 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 1 <sup>st</sup> 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.	\$ 28.00 per hour

**ANCILLARY CHARGES**

JANUARY 1, 2019 TO DECEMBER 31, 2019

**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>
Nurse	Nursing services are charged at \$64 per 30 minutes, no less than a 30-minute charge per visit. No more than 3 hrs. per day, not all on one shift, maximum of 6 visits per day at 30 minutes per visit.	\$64.00
Aide	Aide services are charged at \$18.00 per 30 minutes, no less than a 30-minute charge per visit. No more than 3 hrs. per day, not all on one shift, maximum of 6 visits per day at 30 minutes per visit	\$18.00

**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	\$75.00
Nurse	Nursing Visit	\$64.00 /per 30 minutes
RD	Registered Dietician Assessment and Consultation	\$75.00 /per hour
Aide	Certified Nurses Aid Visit (no personal care)	\$18.00 /per 30 minutes
Aide	CNA Safety check	\$15.00 /per one visit
Aide	CNA Wheelchair Escorts, scheduled monthly, per day for a round trip escort, per one escort	\$20.00

**SAFETY CHECKS:**

		<b>Daily</b>	<b>Wkly</b>	<b>Mthly</b>
Aide	Aide Visit x1 per night	\$15.00	\$105.00	\$455.00
Aide	Aide Visit x2 per night	\$30.00	\$210.00	\$910.00
Aide	Aide Visit x3 per night	\$45.00	\$315.00	\$1,365.00
Aide	Aide Visit x4 per night	\$60.00	\$420.00	\$1,820.00

**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	\$456.25
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x2	N/A	N/A	\$912.50
Aide	Wheelchair Escorts, scheduled monthly, per day for a round trip escort, x3	N/A	N/A	\$2,737.50

**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 Mngt: RN/LPN set up \$64 x 3.5 (hrs.)	N/A	N/A	\$224.00
Nurse	Med Mngt: RN/LPN set up x1 \$64 + x1 Daily Aide x7 queue \$18.00 per 30 minutes	N/A	N/A	\$520.25
Nurse	Med Mngt: RN/LPN set up x1 \$64 + x2 Daily Aide x7 queue \$18.00 per 30 minutes	N/A	N/A	\$1,040.50
Nurse	Med Mngt: RN/LPN set up x1 \$64 + x2 Daily Aide x7 queue \$18.00 per 30 minutes	N/A	N/A	\$1,560.75

**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.

		Daily	Wkly	Mthly
Aide	Aide services are charged at \$18.00 per 30 minutes x1 daily	\$18.00	\$126.00	\$547.50
Aide	Aide services are charged at \$18.00 per 30 minutes, x2 daily	\$36.00	\$252.00	\$1,095.00
Aide	Aide services are charged at \$18.00 per 30 minutes, x3 daily	\$54.00	\$378.00	\$1,642.50
Aide	Aide services are charged at \$18.00 per 30 minutes, x4 daily	\$72.00	\$504.00	\$2,190.00
Aide	Aide services are charged at \$18.00 per 30 minutes, x5 daily	\$90.00	\$630.00	\$2,737.50
Aide	Aide services are charged at \$18.00 per 30 minutes, x6 daily	\$108.00	\$756.00	\$3,285.00

**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.

		Daily	Wkly	Mthly
Nurse	Medication admin. scheduled appt. in RHS office 15 min. minimum	\$32.00	\$224.00	\$973.33
Nurse	Medication admin X1 daily in Resident's Apt.	\$64.00	\$448.00	\$1,946.67
Nurse	Medication admin X2 daily in Resident's Apt.	\$128.00	\$896.00	\$3,893.33
Nurse	Medication admin X3 daily in Resident's Apt.	\$192.00	\$1,344.00	\$5,840.00