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RESIDENCY AGREEMENT

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EXHIBIT A: REPAYMENT OF ENTRANCE PAYMENT

EXHIBIT B: PAYMENT FOR HEALTH CENTER CARE SERVICES

EXHIBIT C: ELECTION FOR FLEXIBLE DINING PROGRAM

EXHIBIT D: ASSISTANCE IN LIVING SERVICES AT STONERIDGE

EXHIBIT E: MRC RESIDENTS' BILL OF RIGHTS

EXHIBIT F: COMPLAINT RESOLUTION PROCESS

EXHIBIT G: ACKNOWLEDGMENT OF RECEIPT OF RESIDENT
HANDBOOK

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:

"Aging-in-Community Policy" refers to that policy issued by StoneRidge Senior Care, LLC ("SRSC," "we," "us," or "our") which outlines the requirements of the Resident to continue to live in a Residence at StoneRidge.

"Agreement" refers to this Residency Agreement between the Resident and SRSC which delineates the contractual obligations of SRSC to the Resident for accommodations, services, and amenities provided by SRSC.

"Avalon Health Care Center at StoneRidge" or "Health Center" refers to the facility where memory care, rehabilitative care and nursing care will be provided on the StoneRidge campus.

"Clubhouse" refers to the common areas housing the administrative office space, dining room(s), activity room(s), lounges, library, etc., located on the StoneRidge campus.

"Community Related Costs" refers to the operating costs to provide the accommodations, services and amenities listed in Section 1 of the Agreement and provided as a part of

the Monthly Fee and the current and anticipated financial needs related to StoneRidge including, but not limited to, operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances.

"Disclosure Statement" refers to that document that outlines in detail the services and amenities to be provided by SRSC.

"Entrance Payment" refers to the payment made to SRSC to assure you a residence in StoneRidge pursuant to terms and conditions of this Agreement.

"Extra Charges" refers to the charges payable in consideration for the additional services and amenities requested by Resident, as set forth in Section 2 of the Agreement that are in addition to those set forth in the Monthly Fee.

"Financial Assistance Amendment to Residency Agreement" refers to that amendment that allows the Resident to remain at StoneRidge in the event of a change in the Resident's financial condition.

"First Person Fee" refers to the fee identified in Section 5 and Exhibit A of this Agreement and paid to SRSC.

"Health Center Admission Agreement" refers to that agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated rehabilitative care and nursing care area of the Health Center.

"Health Center Care Services" refers to the scope of services that may be provided in the Health Center, including assisted living care, memory care, rehabilitative care and nursing care.

"Loan" (if applicable) refers to the Loan identified in Section 5 and Exhibit A of this Agreement and made to SRSC.

"Medical Director" refers to the physician identified by SRSC to assist in assuring that quality care is delivered in the Health Center. The Medical Director will also be called upon to assist SRSC, the Resident, and the Resident's family in determining the medical needs of the Resident of StoneRidge.

"Memory Care Residency Agreement" refers to the Agreement entered into between SRSC and the Resident prior to admission to the Health Center that outlines the service obligations to be provided in the specially designated memory care area of the Health Center.

"Monthly Charges" refers to all those Monthly Charges payable by the Resident pursuant to the terms of the Agreement, including the Monthly Fee, the Extra Charges for additional services, the additional Monthly Charges for Health Center services, if any, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular instance.

"Monthly Fee" refers to that monthly fee payable in consideration for the amenities and services provided to all residents, as set forth in Section 1 of the Agreement and the financial needs related to StoneRidge, as set forth in Section 6. The Monthly Fee includes a second person Monthly Fee if there are two Residents.

"Occupancy" refers to the earlier of the date Resident moves into StoneRidge or the date Resident pays the balance of the Entrance Payment, and pays the Second Person Fee (if applicable) to SRSC pursuant to this Agreement.

"Member" refers to Mystic CT Senior Holdings, LLC, a Delaware limited liability company, the sole member of SRSC.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide personal services requested or required by the Resident that are not covered by the Agreement.

"Personal Service Provider Policy" refers to the policy established by SRSC which sets forth the rules of conduct which must be followed by any Personal Service Provider providing services to residents of StoneRidge.

"Provider" refers to StoneRidge Senior Care, LLC, the legal entity that owns StoneRidge.

"Rehabilitative Care" refers to those short-term or temporary nursing care stays in the Health Center, where it is anticipated that the Resident will return to his/her Residence. A Rehabilitative Care stay may include medicine, drugs, prescribed therapy or other supplies and services charged to the Resident as an Extra Charge.

"Remarketing Agreement" refers to that agreement between SRSC and the Resident stipulating the terms for remarketing the Residence and is

executed upon (i) a Resident's release of the Residence upon transfer to the Health Center; (ii) upon a Resident's notice of cancellation of the Agreement or (iii) a Resident's decision to transfer to another Residence at the Community.

"Residence" refers to a residence at StoneRidge identified in the introductory paragraph of the Agreement in which the Resident is entitled to occupy a Residence pursuant to the Agreement in exchange for paying the Entrance Payment, the Second Person Fee (if applicable), the Working Capital Fee, and the Monthly Fee.

"Residence Modification Agreement" refers to that agreement between SRSC and the Resident which outlines the terms and conditions under which the Resident may make modifications to his/her Residence.

"Residency Policy" refers to that policy issued by SRSC which outlines the initial requirements of the Resident to live in a Residence at StoneRidge.

"Resident" or **"you"** refers to the Resident or Residents who execute the Agreement. Sometimes a second Resident (if there are two Residents) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two Residents.

"Second Person Fee" (if applicable) refers to the additional fee payable if there are two Residents.

"StoneRidge" refers to the senior living community including the Residences, the *HealthyLife*TM Services Center, the Health Center, and all site amenities associated with these areas located in Mystic, Connecticut.

"StoneRidge Senior Care, LLC ("SRSC," "we," "our," or "us") refers to the owner and operator of a *ContinuingCare*TM senior living community which conducts business as StoneRidge, which includes the Residences, Clubhouse, Health Center, common areas, and

site amenities associated with these areas. SRSC is a Delaware limited liability company, qualified to do business in the State of Connecticut.

"Transfer Policy" refers to that policy issued by SRSC that outlines the process for a Resident to relocate to another Residence in StoneRidge.

"Working Capital Fee" refers to the one-time Fee paid by the Resident to SRSC at the time the balance of the Entrance Payment is paid and placed in a Working Capital Account to be used by SRSC only for purposes related to StoneRidge.

STONERIDGE RESIDENCY AGREEMENT

This Residency Agreement (“Agreement”) is entered into by StoneRidge Senior Care, LLC, ("SRSC," "we," "us," or "our") and _____ (individually or collectively, "you," "your," or "Resident"). StoneRidge is a *ContinuingCare*™ senior living community located in Mystic, Connecticut, whose purpose is to provide individuals of a qualifying age a way of living known as *ContinuingCare*.

StoneRidge provides quality residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: _____
Residence Style: _____

StoneRidge is designed to offer an environment that enriches your life. The objective of StoneRidge is to offer a lifestyle with services and programs based on your interests that will complement or augment your current lifestyle and well-being. The design of StoneRidge allows for creative and healthy lifestyle activities in a comfortable environment.

In addition, there are health care benefits and convenient access to on-site long-term health care facilities including memory care, rehabilitative care or nursing care, if needed. One of the most significant benefits of StoneRidge's health care plan is that, as a Resident of a *ContinuingCare* senior living community, you are offered lifetime use of a Residence, services and amenities, and an on-site Health Center. The health care access is one of the many, and also one of the most important, benefits of becoming a Resident of StoneRidge.

To be accepted for residency, you must meet our residency criteria that include: age guidelines, financial guidelines, and ability to meet the requirements of Residence occupancy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of StoneRidge and to delineate the services to be provided at StoneRidge.

1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS. We will provide at StoneRidge, so long as you reside in a Residence therein, the following services and amenities, which are included in the Monthly Fee:

1.1 Weekly housekeeping service;

1.2 Weekly laundry service for personal flat linens;

1.3 As part of StoneRidge's *HealthyLife™ Services* Program, you may choose to participate in fitness, nutrition, active life, and well-being activities to enhance your lifestyle;

1.4 A flexible meal program based on your selection of a dining program option on Exhibit C of this Agreement;

1.5 Dietitian services are available for a limited period of time when ordered by your attending physician to assist in meeting special diet needs;

1.6 Room service for up to 14 consecutive days per occurrence if ordered by the Health Care Navigator director or the director of nursing services;

1.7 One (1) outdoor parking space per Residence;

1.8 Twenty-four hour emergency call monitoring in your Residence by nursing staff;

1.9 Security services;

1.10 Memory care, rehabilitative care and nursing care services in Avalon Health Care Center at StoneRidge as provided in Section 4;

1.11 Water, sewer, utilities, and trash removal;

1.12 Janitorial and maintenance services of buildings and Residences, including provided appliances;

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

1.14 Complete kitchen, including refrigerator with icemaker, range/oven, garbage disposal, and dishwasher;

1.15 Washer/dryer in Residence;

1.16 Local transportation scheduled by us;

1.17 Use of all common areas in StoneRidge;

1.18 Fire detection system;

1.19 Storage area; and

1.20 Standard cable TV service to the Residence.

2.7 Extended dietitian services;

2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE. We may also make available at StoneRidge, at your request, for as long as you reside in a Residence at StoneRidge, at the then prevailing rates of Extra Charge:

2.8 Extended room service beyond 14 days to your Residence when ordered by the director of nursing services or the residential health services director;

2.1 Residential Health Services (home health care) provided in your Residence as described in the Disclosure Statement;

2.9 Additional housekeeping;

2.2 Home health services provided in your Residence as described in the Disclosure Statement;

2.10 Personal laundry service in addition to personal flat linen laundry service;

2.3 Outpatient clinic services on-site for walk-ins and scheduled appointments during regularly scheduled hours;

2.11 Guest rooms;

2.4 Care or treatment in the Health Center or Outpatient Treatment Center for physician services, medicine, drugs, prescribed therapy or other similar services and supplies;

2.12 Special activities and programs including services or programs offered under the *Healthy-Life™* Services Program; and

2.5 Special events and transportation scheduled by you;

2.13 Other services as may be provided from time to time.

2.6 Meals, food, and beverage services in excess of those provided in consideration for the Monthly Fee;

3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE. You may reside in your Residence for as long as you live unless you are not capable of living in a Residence as set forth in our Aging-in-Community Policy, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that memory care, rehabilitative care or nursing care services be provided, you will be offered the opportunity to

relocate to the Health Center where we are licensed to provide such care or to secure the services from a Personal Service Provider. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. 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 there are two of you under this Agreement and one of you dies or relocates to the Health Center, or for some other reason is unable to occupy the Residence, the remaining person may continue to occupy the Residence under the terms of this Agreement.

4. AVALON HEALTH CARE CENTER AT STONERIDGE. SRSC will provide memory care services, rehabilitative care and nursing care services (hereafter also collectively known as "Health Center Care Services") in a designated area of Avalon Health Care Center at StoneRidge (hereafter "Health Center").

4.1 Health Center Care Services. If, in the opinion of your attending physician or the Medical Director (after consultation with you to the extent possible and your re-

sponsible party, if any), you require Health Center Care Services in the Health Center, we will provide such care in the Health Center, and you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care offered. Such Health Center Care Services will be provided in a semi-private or private suite and this care will be limited to the extent authorized by SRSC's licenses issued from the Department of Public Health.

4.2 Payment for Health Center Care Services. Payment for Health Center Care Services provided by us in the Health Center will be in accordance with your selection of a payment option on Exhibit B of this Agreement.

4.3 Health Care Decisions. 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 you choose to relocate to a health center not designated by us, you shall be solely responsible for the fees.

5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.

5.1 Entrance Payment. To assure you a Residence in StoneRidge

in accordance with all the terms of this Agreement, you will pay to us an Entrance Payment of \$_____. Depending on your selection of a repayment option on Exhibit A of this Agreement, your Entrance Payment is comprised of either (i) First Person Fee or (ii) sum of First Person Fee and Loan. Payment of 10% of your Entrance Payment at the time of executing this Agreement will reserve your Residence referenced on page 1 of this Agreement. This 10% amount will be held in escrow pursuant to Connecticut law. A copy of the Entrance Payment Escrow Agreement will be available for your review upon your request. The balance of the Entrance Payment (an amount equal to 90% of the Entrance Payment), or \$_____, will be paid to us on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Payment of your Entrance Payment, Second Person Fee (if applicable), Working Capital Fee, and Monthly Charges (described below), entitles you to live in a Residence at StoneRidge. You may live in a Residence for as long as you are capable of living in a Residence and in the Health Center when you are no longer capable of living in a Residence as defined in our current Aging-in-Community Policy, and you will receive services that we are licensed to provide or we have contracted with another party to provide, all in accordance with the terms of this Agreement.

5.2 First Person Fee and Second Person Fee. An amount equal to 10% of your Entrance Payment, or \$_____, is paid herewith to reserve your Residence and is a part of the First Person Fee. If there are two of you, a Second Person Fee of \$_____ will be paid to SRSC on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Subject to the provisions of the Entrance Payment Escrow Agreement and our repayment obligations under Section 7 below, any non-repayable amounts paid to us as an First Person Fee and Second Person Fee (if applicable) will be the unrestricted property of the Provider, once it is earned by the Provider, and may be used by the Provider for any purpose unrelated to StoneRidge, at the Provider's sole discretion. SRSC may distribute any such funds to its Member.

5.3 Loan. Your Loan (if applicable) will be evidenced by the Loan Agreement attached to Exhibit A and will be secured by a lien on the real property and fixtures owned by SRSC and comprising StoneRidge.

5.4 Working Capital Fee. At the same time you pay the balance of the Entrance Payment and commence paying your Monthly Fee for your Residence, you will pay to us a Working Capital Fee that is an amount equal to two (2) times the then-current Monthly Fee for your

Residence (including a second person Monthly Fee if there are two of you). This is a one-time non-repayable charge, which we will place in a Working Capital Account to be used by us only for purposes related to StoneRidge.

6. MONTHLY CHARGES

6.1 Monthly Fee. You will pay a Monthly Fee for accommodations, services and amenities provided under Section 1 and for the financial needs related to the Community (e.g., operating costs, working capital, capital expenditures, reserves, and debt service payments, including permitted encumbrances) (collectively, the "Community Related Costs"). The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. Adjustments to the Monthly Fee are intended to cover the current and anticipated changes in the Community Related Costs or as may be required by local, state or federal laws and regulations. We may adjust your Monthly Fee for current and anticipated Community Related Costs upon 30 days' advance written notice, if in our sole discretion or immediately without notice, if such change in the Monthly Fee is required by local, state, or federal laws or regulations.

6.3 Payment. You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Thereafter, your Monthly Fee will be payable each month in advance, upon receipt of a billing statement, including any Extra Charges for the additional services obtained during the preceding month.

6.4 Late Payment. A late payment charge will be assessed 30 days from the date of the billing statement at the rate of 1% per month on the total delinquent amounts due. Late payment charges will not be compounded in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The late payment charge will cease on the date we receive payment of the total delinquent amount. The 1% late payment charge is waived if payment is delayed due to slow processing by your supplemental insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Section 9 of this Agreement.

6.5 Cease Payment of Monthly Fee for Residence. The Monthly Fee for your Residence will cease in accordance with Section 8 or 9 if you (or both of you if there are two of you) or we cancel this Agreement and in accordance with Section

8.4 if you die (or if there are two of you, the death of the survivor). In the event there are two of you who occupy the Residence and only one of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee.

7. REPAYMENT OF ENTRANCE PAYMENT.

7.1 Repayment of Entrance Payment Prior to Assuming Occupancy.

7.1.1 Nonacceptance.

If we do not accept you for residency, we will repay to you the amount of the Entrance Payment you have paid, without interest, within 30 days of our notice to you of nonacceptance.

7.1.2 Right of Rescission Period. If prior to assuming occupancy you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days following the date this Agreement is executed by you and us, this Agreement will be automatically canceled. In such event, we will repay to you the amount of the Entrance Payment you have paid without interest within 30 days of notice, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate

addendum to this Agreement. You shall not be required to move into StoneRidge before expiration of the 30 day rescission period.

7.1.3 Change in Condition. If prior to occupancy (i) you (or either of you if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, upon our receipt of your written notice to us by registered or certified mail this Agreement will be automatically canceled. In such event, we will repay to you or your legal representative, without interest, the amount of the Entrance Payment you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3. If prior to assuming occupancy you give us written notice of cancellation by registered or certified mail and neither Sections 7.1.1, 7.1.2, nor 7.1.3 are applicable, this Agreement will be canceled. In such event, we will retain the lesser of 2% of your Entrance Payment or \$1,000 from the amount

of the Entrance Payment you paid, plus an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in an addendum to this Agreement, and the balance will be repaid to you, without interest, within 60 days of our receipt of your written notice of cancellation.

7.2 Repayment of First Person Fee and Second Person Fee Following Occupancy. Except within the rescission period, which will be handled according to Section 7.1.2, repayment of the First Person Fee and Second Person Fee (if applicable) following occupancy shall be in accordance with your selection of a repayment option on Exhibit A of this Agreement.

7.3 Repayment of Loan. The repayment of your Loan (if applicable) will be made in accordance with the Loan Agreement attached to Exhibit A.

7.4 Right of Offset. We have the right to offset against any amount of the Entrance Payment that is repayable, any Second Person Fee (if applicable) that is repayable, any unpaid Monthly Charges owed by you, any unreimbursed Health Center charges we have advanced on your behalf, any amounts deferred by us under Section 9.2, and any other sums owed by you to us. Any amounts owed by you to us will be payable with interest.

7.5 Beneficiary Designation. You may designate a beneficiary for receipt of any repayable portion of the Entrance Payment if the designation is in writing, is witnessed, is noncontingent, is specified in percentages and accounts for 100%, and has received our approval. An Assignment of Rights to Repayment may be obtained from the StoneRidge business office.

8. YOUR CANCELLATION RIGHTS.

8.1 Prior to Occupancy. You may cancel this Agreement for any reason by giving us written notice executed by you (both of you, if there are two of you) and sent by registered or certified mail. If you give such notice, prior to your occupancy of StoneRidge, the cancellation will be effective as described in Section 7.

8.2 During First Ten Months of Occupancy.

8.2.1 Written Notice. During your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us written notice executed by you (both of you if there are two of you) and sent by registered or certified mail. Upon our receipt of your written notice of cancellation, you and we will execute a Remarketing Agreement for the resale of your Residence.

8.2.2 Monthly Fee.

You will continue to pay your Monthly Fee until the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.3 Removal of Property. If removal of your furniture and other property is not accomplished after giving us written notice of cancellation, we may continue to charge the Monthly Fee, or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.2.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease after giving us written notice of cancellation and upon the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.2.5 Repayment of Entrance Payment. If you give us written notice of cancellation during the first ten months of your occupancy, your First Person Fee will not amortize, providing you vacate your Residence or the Health Center, and remove all your furniture and other property within the first ten months of occupancy. However, if you fail to vacate your Residence or the Health Center within the first ten months of occupancy, your First Person Fee will amortize from the date you gave us

written notice of cancellation, until we remove and store your furniture and other property at the expense and risk of you or your estate. Your Entrance Payment will be repaid in accordance with Exhibit A.

8.3 After First Ten Months of Occupancy.

8.3.1 Written Notice. After your first ten months of occupancy at StoneRidge, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (both of you if there are two of you) and sent by registered or certified mail. Upon our receipt of your written notice of cancellation, you and we will execute a Remarketing Agreement for the resale of your Residence.

8.3.2 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) the expiration of the 120 day written notice of cancellation period, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.3 Removal of Property. If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Fee or we may remove and store your furniture and

other property at the expense and risk of you or your estate.

8.3.4 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease upon the later of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property.

8.3.5 Repayment of Entrance Payment. Your First Person Fee will amortize as set forth in Exhibit A, and will stop amortizing upon the earlier of (i) 120 days following the date you give us written notice of cancellation, or (ii) the date you vacate your Residence or the Health Center and remove all your furniture and other property. However, if you fail to vacate your Residence or the Health Center with 120 days, your First Person Fee will amortize as set forth in Exhibit A, and will stop amortizing when we remove and store your furniture and other property at the expense and risk of you or your estate. Your Entrance Payment will be repaid in accordance with Exhibit A.

8.4 Death.

8.4.1 Monthly Fee. You will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the

survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.2 Removal of Property. If removal of your furniture and other property is not accomplished within 30 days of your death (if there are two of you, the death of the survivor), we may continue to charge the Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

8.4.3 Cancellation. This Agreement will cancel, and the services provided under this Agreement will cease, upon the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence, or the Health Center, if applicable, and removal of all your furniture and other property.

8.4.4 Repayment of Entrance Payment. Your First Person Fee will amortize as set forth in Exhibit A and will stop amortizing upon the later of (i) your death (if there are two of you, the death of the survivor) or (ii) your vacancy of the Residence or the Health Center, if applicable, and removal of all your furniture and other property. Your Entrance Payment will be repaid in accordance with Exhibit A.

9. OUR CANCELLATION RIGHTS.

9.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

9.1.1 Nonpayment. Except as set forth below, nonpayment of fees or charges; or

9.1.2 Failure to Comply. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

9.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others including your refusal to consent to relocation or would result in physical damage to the property of others; or

9.1.4 Change in Condition. There is a major change in your physical or mental condition that would preclude caring for you in the Health Center within the limits of our license.

9.2 Financial Difficulty. If, after you have paid the Entrance Payment, you encounter financial

difficulties making it impossible for you to pay the full Monthly Charges, then:

9.2.1 Permitted to Stay. You shall be permitted to remain at StoneRidge for 120 days after the date of failure to pay, during which time you shall continue to pay reduced Monthly Charges based on your current income. Pursuant to Section 7.4, any amounts owed by you to us will be payable with interest;

9.2.2 Terms of Stay. After the 120 days, you shall be permitted to remain at StoneRidge at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such 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. This provision shall not apply if you have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, and/or supplemental insurance coverages. To evidence these agreements based on the circumstances at the time, you agree to enter into a special Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the deferred

charges currently payable and the interest rate to be applied to the deferrals and to provide us with a perfected first security interest in your Loan repayment rights (if applicable). Any payments otherwise due to you from us, including the repayment of your Loan (if applicable), will be offset against any such deferred charges; and

9.2.3 Guarantor. Sections 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at StoneRidge, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

9.3 Notice of Cancellation. Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement shall remain in effect. If we determine that the problem is not corrected within such time, you must leave StoneRidge within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is

not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your First Person Fee will amortize as set forth in Exhibit A and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Exhibit A.

9.4 Emergency Notice. Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described above might be detrimental to you or other residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly authorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to the Health Center or your Residence at StoneRidge. You will continue to pay the Monthly Fee until removal of your furniture and other property has occurred. If

removal of your furniture and other property is not accomplished we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your First Person Fee will amortize as set forth in Exhibit A and will stop amortizing on the date you vacate the Residence or the Health Center and remove all your furniture and other property. Your Entrance Payment will be repaid in accordance with Exhibit A. If there are two of you under this Agreement, and one of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other person may continue to occupy the Residence or the Health Center under the terms of this Agreement as the first person. We are not responsible for any charges related to such transfer or relocation to a hospital or other appropriate facility.

10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.

10.1 Use of Residence. The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of StoneRidge and to available services,

subject to the terms and conditions of this Agreement.

10.2 Occupants of Residence. Except as hereinafter provided, no person other than you (or both of you if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-current Second Person Fee (if applicable) as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval).

10.3 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporarily vacating your Residence, we will provide alternate facilities for you with-

out Extra Charge within or outside StoneRidge. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within StoneRidge or to the Health Center for the protection of your health or safety or for the health or safety of the other residents of StoneRidge.

10.4 Furnishings. Furnishings within the Residence will be provided by you except as listed in Sections 1.13, 1.14, and 1.15. Furnishings provided by you shall not interfere with the health or safety of you or other residents or others.

10.5 Alterations by You. You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

10.6 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by all residents of StoneRidge as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal are your responsibility and will be offset against any amount of the Entrance Payment that is repayable. Further, should you relocate to another residence in StoneRidge, you may be subject to a transfer fee as set forth in our current Residence Transfer Policy.

11. AMENDMENTS.

11.1 This Agreement. This Agreement may be amended by agreement of the parties to this Agreement (subject to any necessary regulatory approval). No amendment of this Agreement will be valid unless in writing and executed by you and us.

11.2 All Agreements. In addition, with the approval of (i) at least 67% of the residences with one vote per residence who have this type of residency agreement in StoneRidge, and (ii) us, all residency agreements of this type, may be amended in any respect; provided, however, that no such amendment shall:

11.2.1 Reduce the aforesaid percentage of residences which is required to consent to any such amendment; or

11.2.2 Permit the preference or priority of any residence over any other residence without the consent of each residence.

Upon our approval and upon our receipt of evidence of the approval of at least 67% of the residences with one vote per residence, such amendment shall be effective and any designated residency agreements, which may include this Agreement, shall automatically be amended. Accordingly, any of the terms of this Agreement may be amended, includ-

ing the scope and type of services provided, upon our approval and approval of at least 67% of the residences with one vote per residence.

11.3 Law Changes. This Agreement may be modified by us at any time in order to comply with applicable federal or state laws or regulations.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Residents Association. Residents shall have the right to organize and operate a Residents Association at StoneRidge and to meet privately to conduct business of the Residents Association. It is our policy to encourage the organization and operation of a Residents Association.

12.2 Private Employee of Resident. 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. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the

Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

12.3 Resident Representations. By executing this Agreement, you represent and warrant that: (i) you will be least 62 years of age or older at the time of residency or you will share your Residence with another person who will be 62 years of age or older at the time of residency; (ii) you are capable of living in your Residence in accordance with StoneRidge Residency Policy; (iii) you 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 (iv) all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

12.4 Adjustments for Absences. You will receive a credit toward your Monthly Fee if you are absent from StoneRidge for more than 30 consecutive days. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from StoneRidge.

12.5 Governing Law. This Agreement will be 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.

12.6 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.

12.7 Capacity. This Agreement has been executed by our duly authorized agent, and no member, officer, director, agent, or employee of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

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

12.9 Nature of Rights. You understand and agree that (i) this Agreement or your rights (including the use of the Residence) 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 repayment of the amounts described in Section 7; (ii) this Agreement and your contractual right to occupy StoneRidge will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you the right to occupy and use space in StoneRidge but does not give you exclusive possession of the Residence against us; (iv) you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (v) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by SRSC; and (vi) this Agreement grants to us complete decision-making authority regarding the management and operation of StoneRidge.

12.10 Release. We are not responsible for loss of or damage to your personal property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees, and you hereby release us from any such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

12.11 Indemnity. To the extent allowed by law, we will not be liable for, and you agree to indemnify, defend, and hold us harmless, from claims, damages, and expenses, including attorneys' fees and court

costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission.

12.12 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.13 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement.

12.14 Security. Your mortgage rights which secure the repayment of your Loan (if applicable) will always be prior to the lien of all indentures of trust, mortgages, or other documents creating liens encumbering StoneRidge or any of the assets of StoneRidge, which have been or will be executed by us, with the exception of the "permitted encumbrances" as described in the Mortgage and Indenture of Trust, which are senior to your mortgage rights. Upon request, you agree to execute, acknowledge, and deliver to such holders of any permitted encumbrances such further written evidence of such subordination as such holders may reasonably require. Except to the extent of your obligation to pay the

Monthly Charges or per diem charges, which in turn may be used to make payments on permitted encumbrances, you will not be personally liable for any indebtedness evidenced by the permitted encumbrances.

12.15 Transfers. We may from time to time issue additional equity interests or sell or transfer interest in StoneRidge, provided that, in such later event, the buyer will agree to assume this Agreement and all other existing Residency Agreements. In addition, we may sell or otherwise transfer the land or other portions of StoneRidge. Your signature hereto constitutes your consent and approval to any such future transfer.

12.16 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party will not be a person(s) employed by us or any other entity engaged in the management of StoneRidge.

12.17 Funeral and Burial Services. No funeral or burial services or expenses are provided by us pursuant to this Agreement.

12.18 Arbitration. You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New London County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of StoneRidge provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single

arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

12.19 Acknowledgment of Receipt of Documents. You hereby certify that you (i) received a copy of this Agreement, (ii) received a copy of our most current Disclosure Statement, and (iii) have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement. Included in this Agreement are the following:

12.19.1 Schedule of Ancillary Charges attached as Exhibit D;

12.19.2 Residents' Bill of Rights attached as Exhibit E;

12.19.3 Complaint Resolution Process attached as Exhibit F; and

12.19.4 Acknowledgement of Receipt of Resident Handbook attached as Exhibit G.

_____ Standard Plan

_____ Alternative Plan

12.20 Residency Agreement Terms. You hereby certify that you have executed the following exhibits and that, unless stipulated otherwise, the selections made by you shall govern for the term of this Residency Agreement. By your initials below, you have executed the following exhibits:

Exhibit A – Repayment of Entrance Payment

_____ 70% Return-of-Capital™ Repayment Plan, including execution of Exhibit A-1, Loan Agreement

_____ 50% Return-of-Capital™ Repayment Plan, including execution of Exhibit A-1, Loan Agreement

_____ Traditional Repayment Plan

Exhibit B – Payment for Health Center Care Services

_____ *ContinuingCare*™ Reduced Health Center Fees Plan

_____ *ContinuingCare*™ Priority Access Plan

Exhibit C – Election for Flexible Dining Program:

12.21 StoneRidge Residency Agreement Fee Summary.

Initial Payment of the Entrance Payment (equal to 10% of the Entrance Payment, which is to be paid upon executing this Agreement) \$_____

Balance of the Entrance Payment (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to 90% of Entrance Payment) \$_____

Total Entrance Payment \$_____

Second Person Fee (to be paid within (90) days of the date of our approval of this Agreement or upon occupancy, whichever is earlier) \$_____

Working Capital Fee (to be paid within 90 days of the date of our approval of this Agreement or upon occupancy, whichever is earlier, equal to two (2) times the Monthly Fee including a second person Monthly Fee, if applicable) \$_____*

Monthly Fee \$_____*

Second Person Monthly Fee
(if applicable) \$_____*

Executed this _____ day of _____,
20_____.

RESIDENT

Witness

RESIDENT

Witness

Residence Type

Residence Number

Approved this _____ day of _____,
20_____.

**STONERIDGE SENIOR CARE,
LLC
d/b/a StoneRidge**

By _____
(Authorized Representative)



11/20/15

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EXHIBIT A

REPAYMENT PLAN

EXHIBIT A

REPAYMENT OF ENTRANCE PAYMENT 70% RETURN-OF-CAPITAL™ PLAN

1. Entrance Payment. Your Entrance Payment is comprised of two payments: (i) First Person Fee paid to SRSC; and (ii) Loan made to SRSC. Your total Entrance Payment is \$_____. The First Person Fee is 30% of the Entrance Payment, or \$_____. In accordance with Section 5 of this Agreement, your payment of 10% of the Entrance Payment at the time of executing this Agreement will be part of the First Person Fee. Your Loan is 70% of your Entrance Payment, or \$_____. In accordance with Section 5 of this Agreement, the balance of the First Person Fee will be paid to SRSC and Loan will be made to SRSC on the earlier of (i) the date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Your Loan will be evidenced by the Loan Agreement attached as Exhibit A-1.

2. Repayment of First Person Fee and Second Person Fee Following Occupancy.

2.1 Repayment Within First Ten Months of Occupancy. Except within the rescission period which will be handled according to Section 7.1.2 of this Agreement, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, , we will repay to you (or to your estate) \$_____, an amount equal to 90% of your Entrance Payment. For purposes of calculating the repayment, occupancy will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

2.2 Repayment After Ten Months of Occupancy. After the first ten months of your occupancy, should you or we cancel this Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) the amount of the First Person Fee paid by you, reduced by 1% of the Entrance Payment per full month of your occupancy, until your First Person Fee is fully amortized, leaving a repayment equal to your Loan amount of \$_____. For

purposes of calculating the repayment, amortization will begin on the eleventh month of occupancy and will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

3. Repayment of Loan. The repayment of your Loan will be made in accordance with the Loan Agreement, attached as Exhibit A-1.

EXHIBIT A

REPAYMENT OF ENTRANCE PAYMENT 50% RETURN-OF-CAPITAL™ PLAN

1. Entrance Payment. Your Entrance Payment is comprised of two payments: (i) First Person Fee paid to SRSC; and (ii) Loan made to SRSC. Your total Entrance Payment is \$_____. The First Person Fee is 50% of the Entrance Payment, or \$_____. In accordance with Section 5 of this Agreement, your payment of 10% of the Entrance Payment at the time of executing this Agreement will be part of the First Person Fee. Your Loan to SRSC is 50% of your Entrance Payment, or \$_____. In accordance with Section 5 of this Agreement, the balance of the First Person Fee will be paid to SRSC and the Loan will be made to SRSC on the earlier of (i) date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement. Your Loan will be evidenced by the Loan Agreement attached as Exhibit A-1.

2. Repayment of First Person Fee and Second Person Fee Following Occupancy.

2.1 Repayment Within First Ten Months of Occupancy. Except within the rescission period which will be handled according to Section 7.1.2 of this Agreement, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) \$_____, an amount equal to 90% of your Entrance Payment. For purposes of calculating the repayment, occupancy will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment amount will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

2.2 Repayment After Ten Months of Occupancy. After the first ten months of your occupancy, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, we will pay to you (or to your estate) the amount of the First Person Fee paid by you, reduced by 2% of the Entrance Payment per full month of your occupancy, until your First Person Fee is fully amortized, leaving a repayment equal to your Loan amount of \$_____. For purposes of

calculating the repayment, amortization will begin on the eleventh month of occupancy and will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment will be paid without interest at the same time your Loan is repaid. The Second Person Fee (if applicable) is not repayable.

3. Repayment of Loan. The repayment of your Loan will be made in accordance with the Loan Agreement, attached as Exhibit A-1.

EXHIBIT A-1 OF RETURN-OF-CAPITAL™ RESIDENCY AGREEMENT

LOAN AGREEMENT (TO BE EXECUTED AT OCCUPANCY)

Pursuant to your Residency Agreement for a Return-of-Capital™ Plan with StoneRidge Senior Care, LLC ("SRSC," "we," "our," or "us"), you agreed to loan \$_____ to SRSC, and we hereby promise to repay your Loan upon the terms and conditions hereinafter set forth in this Loan Agreement ("Agreement"). Capitalized terms used herein shall have the same meanings as set forth in the Residency Agreement.

- 1. Making of Loan.** Your Loan shall be made to SRSC on the earlier of (i) occupancy or (ii) within 90 days of our approval of this Agreement.
- 2. Security.** Your Loan and the loans of all other residents of StoneRidge will be guaranteed and secured by a mortgage on the real estate owned by SRSC and comprising StoneRidge. The mortgage will be subject to certain "permitted encumbrances" as defined in the Mortgage and Indenture of Trust. A copy of the Mortgage and Indenture of Trust is available for your review upon your request.
- 3. Repayment.** In the event you or we cancel your Residency Agreement and remove your furniture and other property, your Loan shall become due and payable in accordance with Exhibit A of your Residency Agreement upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to StoneRidge. If your Residence is reoccupied by an existing resident of StoneRidge who transfers from another residence ("Transferring Resident"), your Loan shall be due and payable upon the date we receive the next Entrance Payment (First Person Fee plus Loan) for the residence vacated by the Transferring Resident. If more than one internal transfer of existing residents occurs, repayment of your Loan will be tied to the last vacated residence. However, in no event shall such date be more than 36 months from the date of cancellation of your Residency Agreement, at which time your Loan shall become immediately due and payable to you or your estate. If your Residency Agreement is not cancelled within 30 years from the date of this Agreement, your Loan shall become immediately due and payable by us. You agree to look solely to the assets of SRSC for the repayment of your Loan. We may offset against any Loan repayment any amounts then due by you to us pursuant to Section 7.4 of your Residency Agreement.

4. Right of Offset. You agree that we have the right to offset against any First Person Fee, Second Person Fee (if applicable) or Loan repayment due you, any unpaid Monthly Charges owed by you, any unreimbursed Health Center expenses we have advanced on your behalf, any amounts deferred by us under Section 7.4 of the Residency Agreement, and any other sums owed by you to us with interest.

5. No Assignment of Loan; Successors and Assigns. Your rights under this Agreement may not be sold, assigned or otherwise transferred, except to your estate, another individual(s) or to certain trusts established for your benefit, subject to our prior approval in our sole discretion. 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.

Dated this _____ day of _____, 20_____.

RESIDENT

**STONERIDGE SENIOR CARE,
LLC
d/b/a StoneRidge**

Witness

By _____
(Authorized Representative)

RESIDENT

Witness



11/20/15

EXHIBIT A

REPAYMENT OF ENTRANCE PAYMENT TRADITIONAL PLAN

1. Entrance Payment. Your Entrance Payment is comprised of the First Person Fee. The total Entrance Payment (or First Person Fee) is \$____. In accordance with Section 5 of this Agreement, you will make a payment of 10% of the Entrance Payment at the time of executing this Agreement and you will make a payment of the balance of the Entrance Payment on the earlier of (i) the date of Occupancy or (ii) within 90 days of the date of our approval of this Agreement.

2. Repayment Within First Ten Months of Occupancy. Except within the rescission period which will be handled according to Section 7.1.2 of this Agreement, should you or we cancel the Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate) \$____, an amount equal to 90% of your First Person Fee. For purposes of calculating the repayment, occupancy will end when the Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment amount will be paid without interest according to Section 4 of this Exhibit A. The Second Person Fee (if applicable) is not repayable.

3. Repayment of Entrance Payment After First Ten Months of Occupancy. If you or we cancel this Agreement pursuant to Section 8 or 9 of this Agreement, we will repay to you (or to your estate), without interest, the amount of the Entrance Payment paid by you reduced by six percent (6%) earned by us upon occupancy and two percent (2%) per full month of occupancy until the First Person Fee is fully amortized. For purposes of calculating the repayment, amortization will begin on the month when occupancy began and will end when this Agreement is cancelled pursuant to Section 8 or 9 of this Agreement. Such repayment amount will be paid without interest according to Section 4 of this Exhibit A. The Second Person Fee (if applicable) is not repayable.

4. Timing of Repayment. Your repayment, if applicable, shall become due and payable upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to StoneRidge. If your Residence is reoccupied by

an existing resident of StoneRidge who transfers from another residence ("Transferring Resident"), your repayment shall be due and payable upon the date we receive the next full Entrance Payment for the residence vacated by the Transferring Resident. If more than one internal transfer of existing residents occurs, repayment of your Entrance Payment will be tied to the last vacated residence. However, in no event shall such date be more than 36 months from the date of cancellation of your Residency Agreement at which time your repayment shall become immediately due and payable to you or your estate. We may offset against any repayment any amounts then due by you to us pursuant to Section 7.4.

EXHIBIT B

**PAYMENT FOR HEALTH CENTER CARE
SERVICES**

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES REDUCED HEALTH CENTER FEES PLAN

1. First 90 Days of Health Center Care Services. Health Center Care Services will be provided in a private or semi-private nursing care in the Health Center at a discounted rate for 90 cumulative days for you (90 days for each of you if there are two of you) but the allowance for one Resident cannot be used by the other. During your first 90 cumulative days of Health Center Care Services, you shall receive a 50% discount from the per diem charge for care in the Health Center. If your stay in the Health Center is fully covered as a Medicare-qualified stay, the discounted 90 cumulative days offered per Resident in this paragraph will not take effect until the termination of your Medicare-qualified stay. While in the Health Center the Monthly Fee for your Residence will continue as before. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of your Entrance Payment.

[NOTE: The (90) cumulative days at 50% is the total number of days allowed per Resident during your lifetime for a combined total for memory care, rehabilitative care and nursing care in the Health Center. After the (90) cumulative days are exhausted, your care will be in accordance with Sections 2 or 3 below, as applicable.]

2. More Than 90 Days of Health Center Care Services When There is One of You. If you require Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charges for your care in the Health Center. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate. As

part of your release of your Residence, you and we will execute a Remarketing Agreement for the resale of your Residence.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You will receive a meal credit for one meal per day. You will also pay the charges for your Health Center Care Services. Beyond the 90 cumulative days, you shall receive a 10% discount on the per diem charge for your care in the Health Center.

3. More than 90 Days of Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services beyond the 90 cumulative days, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Memory Care or Nursing Care. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Beyond the 90 cumulative days, you will receive a 10% discount on the per diem charge for your care in the Health Center. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk

of you or your estate. As part of your release of your Residence, you and we will execute a Remarketing Agreement for the resale of your Residence.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services. Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center. However, you will be charged the then-current per diem rate being charged to non-residents until you attain the age of 62.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. Supplemental Insurance. You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Health Center. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If you are eligible to receive the discount provided in

Sections 1, 2 or 3 of this Exhibit B, as applicable, and your stay in the Health Center is a Medicare-qualified stay, such discount 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 is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program. Such a managed care stay in the Health Center will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. Such a Medicare-qualified stay at a managed care participating provider other than StoneRidge will not reduce the discounts that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Section 13.4 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will

attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program. Such a managed care stay in the Health Center will not reduce the discount towards the per diem charge that you are eligible to receive pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be paid pursuant to Sections 1, 2 or 3 of this Exhibit B, as applicable. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay meal charges for meals that are in excess of those provided for by the Monthly Fees at the then-current charges for meals and any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, as adjusted to reflect any reduction during such stay in the discounts that you are eligible to receive as provided in Sections 1, 2 or 3 of this Exhibit B, as applicable.

EXHIBIT B

PAYMENT FOR HEALTH CENTER CARE SERVICES PRIORITY ACCESS PLAN

1. Health Center Care Services. We will provide you with priority over non-residents for admission to the Health Center. While receiving Health Center Care Services in the Health Center, you will pay the per diem charge in effect for such level of care. You will also pay for any additional services as described in paragraph 6 of this Exhibit B. While in the Health Center, payment of Monthly Fees for your Residence will be in accordance with Section 2 of this Exhibit B when there is one of you and Section 3 of this Exhibit B when there are two of you. Further, whether you release or retain your Residence while you are in the Health Center, you will not be entitled to repayment of the Entrance Payment.

2. Health Center Care Services When There is One of You. If there is one of you and you require Health Center Care Services, your monthly fees will depend upon whether you choose to release or retain your Residence.

2.1 Release Residence When There is One of You. If you choose to release your Residence for occupancy by someone else, the Monthly Fee for your Residence will cease upon the date all of your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate. As part of your release of your Residence, you and we will execute a Remarketing Agreement for the resale of your Residence. Charges for your care in the Health Center will be equal to the then-current per diem charge in effect for such level of care.

2.2 Retain Residence When There is One of You. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. You will receive a meal credit for one meal per day. You will also pay the charges equal to the then-current per diem charge in effect for such level of care.

3. Health Center Care Services When There are Two of You. If there are two of you and one of you requires Health Center Care Services, your monthly fees will depend upon whether one or two of you require Health Center Care Services and whether you choose to release or retain your Residence.

3.1 Retain Residence When There are Two of You and Only One of You Requires Care. If there are two of you and one of you requires Health Center Care Service, you shall pay the Monthly Fee for the Residence and the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. The second person Monthly Fee for the Residence shall cease.

3.2 Retain Residence When Two of You Require Health Center Care Services. If there are two of you who require Health Center Care Services and you choose to retain your Residence, the then-current first person and second person Monthly Fees will continue. You will also pay the charges for care in the Health Center equal to the then-current per diem charges in effect for the level of care provided. In addition, you shall receive a meal credit for your absence in the Residence.

3.3 Release Residence When Two of You Need Health Center Care Services. If you choose to release your Residence for occupancy by someone else, you will pay the charges for care in the Health Center. Charges for your care will be equal to the then-current per diem charges in effect for the level of care provided. The first and second person Monthly Fees for your Residence will cease upon the date all your furniture and other property have been removed from your Residence. If removal of your furniture and other property is not accomplished within 30 days of your determination to release your Residence, we may remove and store your furniture and other property at the expense and risk of you or your estate. As part of your release of your Residence, you and we will execute a Remarketing Agreement for the resale of your Residence.

4. Alternate Accommodations. You shall be given priority over non-residents for admission to the Health Center. In the event you need memory care or nursing care and the Health Center is fully occupied, you will be provided care at another comparable health care facility. Upon your relocation, you shall continue to be responsible for the charges set forth in the Residency Agreement and this Exhibit B herein. To the extent we would be liable for your care and accommodations in the Health Center under this Agreement, we will be responsible for the charges associated with alternate Health Center Care Services.

Such accommodations will be comparable to that provided at the Health Center. You agree to relocate to the Health Center when a suite becomes available. However, should you need care which SRSC is not licensed to provide or which the Health Center does not have the appropriately trained staff to provide, or does not routinely provide, you agree to relocate to a facility that can provide you with the appropriate level of care. We will not be responsible for the charges for this higher level of care or private duty care.

5. Return to Residence. If you release your Residence because you have moved to the Health Center, and if later you are able, in the opinion of the Medical Director or your attending physician with the concurrence of the Medical Director, to return to a Residence, we will provide you a Residence of the same type as your previous Residence as soon as one becomes available. Upon reoccupying a Residence, your Monthly Fee will be based on the then-current Monthly Fee for the Residence.

6. Medical Director and Ancillary Services. A member in good standing of the New London County Medical Association will be designated to act as Medical Director for StoneRidge. You will be at liberty to engage the services of the Medical Director or the services of a physician of your choice at your own expense. We will not be responsible for the charges for medical treatment by the Medical Director, or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, and other similar services and supplies. In the event we incur or advance charges for your medical treatment or for medicine, drugs, prescribed therapy, pharmaceutical supplies, personal laundry, rental of equipment, and other similar services and supplies, you will reimburse us for such charges.

7. Non-Resident Use of the Health Center SRSC will offer Health Center Care Services in the Health Center to qualified non-residents for a fee, to the extent suites are available and as allowed by Connecticut law. However, Residents of StoneRidge will be given priority access to available suites.

8. Long-Term Care Insurance. We will use reasonable efforts to assist you in working with your long-term care insurance provider to obtain the benefits to which you may be entitled.

9. Health Care Outside StoneRidge. In the event you receive care, or choose to receive care at another health care facility not designated by us, we will not be responsible for the charges incurred there by you.

10. Memory Care Residency Agreement or Health Center Admission Agreement. If you require Health Center Care Services in the Health Center, you agree to enter into a separate Memory Care Residency Agreement or Health Center Admission Agreement based on the type of care needed. The Agreement to be executed by you or your designated party and SRSC will be available for your review prior to move-in.

11. Under Age 62. Pursuant to our Residency Policy, if you are under age 62 when you occupy a Residence under this Agreement, you shall be entitled to care in the Health Center.

[NOTE: Sections 12 through 13.5 are applicable only to rehabilitative care and nursing care offered in the Health Center.]

12. Supplemental Insurance. You are required to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Health Center. Such supplemental insurance should cover Medicare co-insurance and deductibles. You shall furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you shall be financially responsible for paying to SRSC deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance is causing depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations as provided in Section 9.2 of the Agreement, and we retain the right to revoke your entitlement to reside at StoneRidge and we retain the right to cancel this Agreement as provided in Section 9 of the Agreement.

13. Managed Care. If you have chosen to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, the terms governing Health Center care will be as follows:

13.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we

will agree to accept, as full payment, reimbursement at the rate we negotiate with your managed care program.

13.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive health care services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, you understand and agree that unless this Agreement is cancelled, you will continue to pay the Monthly Fee for your Residence. If we are unable to negotiate an acceptable rate and you choose to receive Health Center Care Services in the Health Center, you agree to be responsible for all charges for care in the Health Center, as set forth in Sections 2 and 3 of this Exhibit B.

13.3 Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and you would still like to receive health care services in the Health Center during a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we will agree to accept as full payment the rate provided by your managed care program.

13.4 No Negotiated Managed Care Rate. If we are not a participating provider in your managed care program and a negotiated rate is not agreed upon between us and your managed care program and you would still desire to receive health care services in the Health Center during a Medicare-qualified stay, then each day of your stay in the Health Center will be equal to the then-current per diem rate. If you choose to retain your Residence, the Monthly Fee for your Residence will continue. In addition, you will pay for any additional services as described in Section 6 of this Exhibit B.

13.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to health care services in the Health Center in accordance with the terms of this Agreement other than as set forth in this Section 13, for the charges identified in this Exhibit B, as applicable.

EXHIBIT C

DINING PLAN SELECTION FORM

EXHIBIT C
ELECTION FOR FLEXIBLE DINING PROGRAM

As a commitment to promote the flexibility of resident lifestyles at StoneRidge, we are offering two distinct dining allocations under our flexible dining program for residents. For more information on the Dining Program, please refer to the Resident Handbook.

1. **Standard Plan.** Selection of the Standard Plan includes the full meal allocation at the published monthly fee:

Dining Allocation: _____ Meals
Published Monthly Fee: \$ _____

2. **Alternative Plan.** Selection of the Alternative Plan includes a lesser meal allocation for a discount off the published monthly fee:

Dining Allocation: _____ Meals per person
Total Published Monthly Fee: \$ _____
Discount: \$ _____
Total Discounted Monthly Fee: \$ _____

3. **Resident's Selection of the Dining Plan.** Upon review of the available dining plan options, you have selected:

_____ Standard Plan
_____ Alternative Plan

4. **Term and Renewal of Selection.** The rates described above shall be valid until [Date of Enrollment Term]. Upon occupancy, your selection will be valid through the end of the initial term. Prior to each new annual term, we shall offer you the chance to change your selection or continue with the plan previously chosen. If a Dining Plan Election Form is not delivered to us by the annual renewal date, your previous selection will be renewed.

5. **Changes to Dining Plan Options.** We reserve the right to change the available options and scope of services provided to Residents, upon written notice, in accordance with Residency Agreement. This may include the withdrawal or cancellation of alternative dining plans and discounts.

EXHIBIT D



Ancillary Charges

Effective January 1, 2015

Fees may be adjusted upon 30 days' advance written notice

<u>Service</u>	<u>Charge</u>
Extra Lunch/Dinner	\$ 14.75
Guest Meal	\$ 14.75
Guest Meal in Health Care Center	\$ 14.75
Meal Delivery to Apartment	\$ 3.25
Meal Credit (per Absence Policy)	\$ 5.00
Guest Suite Apartment	\$144.00 (per night, includes tax)
Guest Room	\$ 98.00 (per night, includes tax)
Cot Rental	\$ 8.00 (per visit)
Postage Meter	Billed at cost
Fax Machine	\$.50 per page
Copy Machine	\$.10 per b&w copy, \$.20 per color copy
Activities	Billed at cost
Special Housekeeping Services	\$ 6.00 (per 15 minute interval)
Special Maintenance Service	\$ 40.00 (per hour, plus parts)
Notary Service	\$ 2.00 (per visit)
Medical Appointment Transportation	\$ 25.00 (per medical trip per hour, per policy) (plus mileage if applicable)
SAIL (StoneRidge Assistance in Living Services)	Please see Supervisor of SAIL at 860.572.5693

EXHIBIT E

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 StoneRidge'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 StoneRidge 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 Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from StoneRidge, 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 StoneRidge and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that StoneRidge 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 StoneRidge;
- 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 StoneRidge; 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
Faculty Licensing and Investigations
410 Capitol Ave., P.O. Box 340308
MS#12HSR
Hartford, CT 06134-0308

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

Complaints: Janet Williams, 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

EXHIBIT F

COMPLAINT RESOLUTION PROCESS

Policy:

Residents are free to communicate grievances to the staff of StoneRidge without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at StoneRidge, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Following are the procedures for a Resident or his/her representative to follow in order to file a grievance with StoneRidge. We reserve the right to change these procedures in order to better accommodate our residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five (5) business days and provide the Resident or his/her representative with a time frame for an appropriate response.
4. If the grievance remains unresolved for thirty (30) days after initial submission, the Department Director will address the grievance with the Executive Director.
5. The Executive Director will address, in writing, the grievance within ten (10) business days.

6. If the grievance remains unresolved for sixty (60) days after the initial submission, the Executive Director will address the grievance with the StoneRidge Board of Directors and with the Management Company's Vice President.
7. The Community's Board of Directors and the Management Company's Vice President will address the grievance within ten (10) business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the administrative office.

EXHIBIT G

Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the StoneRidge 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.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident