



THE WATERMARK
AT EAST HILL

Disclosure Statement

As of July 18, 2018

COMMUNITY: **The Watermark at East Hill**
611 East Hill Road, Southbury, Connecticut 06488

PROVIDER: **CT Watermark East Hill, LLC**

MANAGER: **Watermark Retirement Communities
Of Connecticut, LLC**

This community, like all other continuing care retirement communities in the State of Connecticut, is subject to the provisions of Section 17b-520 et seq. of the Connecticut General Statutes as amended to date and from time to time. Registration under such provisions does not constitute approval, recommendation or endorsement of the community by the Department of Social Services of the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information in this Disclosure Statement.

This Disclosure Statement has been prepared to give prospective residents, their families, and their advisors information about the facilities, operation and management of The Watermark at East Hill.





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COMMUNITY INFORMATION

Overview

The Watermark at East Hill (the “Community”) is located at 611 East Hill Road, Southbury, Connecticut 06488, and is operated by CT Watermark East Hill, LLC (the “Provider”). First opened in 1991, the Community is situated on a majestic 55-acre hilltop campus, shares the serenity of Heritage Village, Connecticut’s first and largest 55+ active adult residential community, and overlooks Southbury and the surrounding valley. The Watermark at East Hill is a continuing care retirement community offering an option known as “Life Care.” The Community’s residents come from throughout the neighboring Connecticut counties, as well as New York and beyond. Our website is EastHill.WatermarkCommunities.com.

Our residents enjoy the freedom and independence of individual apartment living, the convenience of dining, housekeeping, maintenance, transportation and other services, the whole-person health & wellness benefits of fitness facilities, artistic programs, and Watermark University courses, all accompanied by the security of 24-hour staffing. Our selection of residences includes a variety of one bedroom and two bedroom floorplans, and each apartment has an outdoor patio or balcony.

Our Community also provides an onsite continuum of care giving our residents the comfort of knowing that advanced care is here if they need it. This includes our Assisted Living Services Agency (ALSA), which can provide care services to residents throughout the Community. It also includes specialized areas dedicated to providing expert care to residents in need of assisted living, memory care, and skilled nursing services.



THE WATERMARK
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Our Community’s “Continuum of Care”

- Independent Living** ● 130 apartments located in three buildings connected by covered bridges – “*Applewood,*” “*Birchwood,*” and “*Dogwood*” and collectively referred to as “*The Town Center*”
- Independent Living with ALSA Services** ● 27 Apartments located in “*The Lodge At Cherrywood*”
- Assisted Living** ● 25 Suites and Apartments located in “*The Inn At Cherrywood*”
- Memory Care** ● 14 Suites located in “*The Villa*”
- Skilled Nursing** ● 34 skilled nursing beds located in “*The Springs*”

Additional information on our Continuum of Care:

- CT Watermark East Hill, LLC is licensed as an Assisted Living Services Agency (“ALSA”) by The State of Connecticut. Accordingly, assisted living services are available to Independent Living residents on an as-needed basis. This often allows Independent Living residents to receive the care they need while remaining in their Applewood, Birchwood and Dogwood residences.
- Our Community also includes several specialized rehabilitation studios which we operate in conjunction with our rehab partner HealthPRO/Heritage. We offer comprehensive rehab and therapy services and health education to all residents throughout the Community. Our programs are designed to help residents improve overall health & wellness and maintain independence.

Representative List of Amenities

- “The Mark” Restaurant
- “The W Room” Restaurant
- The “W” Lounge
- The Gallery Café
- Vitality Fitness Center
- Heated Indoor Saltwater pool
- Library and Computer Center
- Auditorium and Movie Theatre
- Indulge Spa & Salon
- Housekeeping, Maintenance
- 24-hour staffing, security
- Minivan and Bus services
- Reserved Garage Parking
- Watermark University courses & activities
- Creative Arts Studio
- Personal Trainers, Fitness classes
- Walking nature trails, 55 wooded acres
- Activities Programing, Shopping Excursions
- Resident gardens
- Gazebo overlooking Pomperaug River Valley
- Fireside Living Room
- Billiards Room
- Putting Green
- Furnished guest suites
- Licensed ALSA for in-home assistance
- State-of-the-Art Rehabilitation Center

Independent Living – “The Town Center” Programs and Facilities

Our Independent Living programs and facilities are designed to promote a lifestyle that enables and encourages our residents to be active and independent. Ours is an atmosphere that invites and encourages residents to engage, learn, laugh, and thrive! Extensive common areas encourage social interaction, such as The Gallery Café where residents can enjoy breakfast or lunch, purchase to-go items, or sit and chat with friends. Residents keep on top of today’s news and yesterday’s classics in our well-equipped library, and stay online and in touch in our computer center. Our ‘resident artists’ take – and teach! – classes in our Creative Arts Studio and proudly exhibit their works. Residents enjoy a cocktail, beer or wine with friends in the “W” Lounge, catch the big game on large screen TV, and enjoy formal dining in “The Mark” restaurant. They strengthen their muscles at the Vitality Fitness Center, get their heart pumping in ‘balance and stretch’ classes, and swim laps in our heated indoor saltwater pool. Our resident gardeners work their magic in the summertime soil, and our strollers and bird-watchers take to the trails.

At Watermark we know that stimulating the mind is an important part of whole-person wellness and offers enormous benefits. So we created “Watermark University” where our residents take classes – and teach classes – across an eclectic and wide-ranging curriculum that also involves Community associates, family members, and local community participants. The Watermark University Summer 2018 Semester features over 50 course offerings. Here are just a few of them! ...*Creative Watercolors* ...*Norman Rockwell’s America* ...*Gardening for Produce* ...*Bird Watching in Connecticut* ...*The Summer Night Sky* ...*Drone Photography From Around The World* ...and *Mindfulness Workshop*... *Spiritual Explorations*.

Of course we also offer convenient services and amenities. Our residents get their hair styled and nails polished (and that occasional massage) at our very own Indulge Spa & Salon. They watch the “Movie of the Day” in the comfort of home theatre leather seats, shoot a game of pool or table shuffleboard in the billiards room, and play bridge in the Card Room. Residents attend a range of religious and spiritual services in our multi-denominational place of worship. And they utilize our minivan and bus services for their transportation needs including shopping excursions, local appointments, airport connections, and the like.

At Watermark, our commitment is for residents to ***thrive!***

Independent Living – Residency Agreement, Entrance Fee, Monthly Service Fee

A resident moving into one of our Independent Living residences in The Town Center enters into a Residency Agreement (also known as a Continuing Care Contract). The Residency Agreement provides the resident with the right to live in a specific apartment for as long as she or he is able to do so safely and independently with reasonable accommodation, if applicable, and in accordance with standards established by the Provider. The resident pays certain fees under the Residency Agreement, including a one-time “Entrance Fee” in conjunction with the resident’s initial move into the Community, and a “Monthly Service Fee” payable each month for as long as the resident remains in occupancy.

The amount of the Entrance Fee generally depends on three factors: (1) the specific apartment unit selected (where variables include overall unit features, size, and location of the apartment), (2) the Refund Plan chosen by the resident, and (3) whether the resident wishes (and qualifies) to participate in the Life Care Program. Depending on the Refund Plan selected, the resident or her/his estate may be entitled to a refund of up to 80% of the Entrance Fee after the resident moves out of the Community and once certain conditions are met. The terms of the Residency Agreement are summarized in this Disclosure Statement in the section entitled “Overview of Residency Agreement.” The Residency Agreement form itself and the optional Life Care Addendum may be found Disclosure Statement Exhibits A and B, respectively.

The amount of the Monthly Service Fee generally depends on the specific apartment unit in which the resident resides and whether the resident chooses (and qualifies) to participate in the Life Care Program. In return for the Monthly Service Fee, the resident maintains her/his right to occupancy and receives certain services listed in the Residency Agreement, including specified housekeeping and laundry services, continental breakfast plus choice of lunch or dinner each day, building maintenance, utilities, basic Cable TV, receptionist services, scheduled transportation, access to the Community’s common areas and amenities, participation in Community Life activities, 24-hour staffing and emergency response system. Additional information on the frequency and scope of currently included services may be found in the Resident Handbook available at the Community.

A variety of services (“Additional Services”) are available at additional charge, such as dedicated garage parking, grooming and spa services at Indulge Salon & Spa, extra meals, personal laundry services, special request maintenance services, guest rooms and meals for visitors, and private transportation. A current listing of Additional Services and associated costs may be found in Residency Agreement Exhibit B.

In-Home “ALSA” Services (Assisted Living Services Agency)

The Provider is licensed as an Assisted Living Services Agency (“ALSA”) by the Connecticut Department of Public Health. Residents in need of assistance with the activities of daily living such as bathing, dressing, grooming and pre-pouring of medications can receive such care delivered in the convenience of their Independent Living apartments. Qualified licensed nurses assess participating residents regularly to assure that they receive the proper level of care under this program. These services are available seven (7) days a week as necessary based on the needs of the resident. Emergency assistance is available twenty-four (24) hours per day, seven (7) days per week. Service fees are based on the amount of assistance required.

Rehabilitation and Therapy Services

In partnership with HealthPRO/Heritage, we offer comprehensive onsite rehabilitation and therapy services including our “Healthy-FIT Wellness Program” in modern, well-equipped facilities. These wellness programs and services are available to residents living anywhere in our Community. Specially-trained professionals provide physical therapy, occupational therapy, speech therapy, balance therapy, aquatic therapy, health education and more with the goal of helping residents achieve their fullest potential of wellness, vitality and independence. Many of these services are covered by insurance.

Continuum Of Care Neighborhoods

Our Community includes several residential “neighborhoods” offering higher-acuity care services and constituting a “Continuum of Care” designed to serve the needs of our Independent Living residents as needed (whether on a temporary or permanent basis) as well as new residents having higher acuity needs at the time of their initial move-in. We seek to provide care services that are personalized and scheduled to meet each resident’s individual needs in beautiful well-equipped surroundings. Information about the current schedule of costs and expenses associated with residency and services in these neighborhoods may be found in Residency Agreement Exhibit B. (Note: For Residents participating in the Life Care Program such costs and expenses may be materially different as set forth in the Life Care Addendum.)

“The Lodge at Cherrywood” Independent Living with ALSA Services

This neighborhood is located on the second and third floors of Cherrywood and contains 27 Independent Living apartments, each with outdoor balcony or patio, a dedicated dining room with service kitchen and outdoor dining balcony, and a common living & activities room. The Lodge is geared toward residents who are generally independent yet may have some higher-acuity needs and benefit from ready access to close-at-hand care associates, more proximate dining and amenities, care monitoring and the like. Residents in The Lodge generally pay a Monthly Service Fee plus applicable care charges; new direct move-ins do not incur an Entrance Fee.

“The Inn at Cherrywood” Assisted Living

Our Assisted Living neighborhood is located on the first floor of Cherrywood and contains 25 private suites and apartments, a dedicated dining room, a common living room & activities center, and shares a beautiful outdoor courtyard with The Villa. Residents in The Inn generally pay a Monthly Service Fee plus applicable care charges; new direct move-ins do not incur an Entrance Fee.

“The Villa” Memory Care

Our Memory Care neighborhood is located in its own dedicated building which was built and opened in 2012. The neighborhood contains 14 private suites, a “great room” common living room and activity center, country kitchen and dining area, and shares the beautiful protected outdoor courtyard with The Inn at Cherrywood. Residents in The Villa generally pay a Monthly Service Fee plus applicable care charges; new direct move-ins do not incur an Entrance Fee.

“The Springs” Skilled Nursing

Our skilled nursing facility is located with The Commons building and contains 34 mostly semi-private skilled nursing beds, a living room, a country kitchen and dining room, sitting areas and covered fresh-air porch, and various rooms for clinic services. The Springs is located in close proximity to our Short Term Rehab and Outpatient Rehab studios which are also located on the main level of The Commons building. The Springs serves both Community residents and outpatients from multiple area hospitals in providing post-acute short term and outpatient rehabilitation, physical therapy, occupational therapy, speech therapy and the like. The Springs is rated 5-STARS (the highest rating) by CMS (Centers for Medicare and Medicaid Services). The Springs cooperates with a range of payment sources including without limitation Medicare, selected managed care and insurance company providers, and private payment, as is customary for skilled nursing facilities.



Residents' Council; Residents' Association

The Watermark at East Hill has an active Residents' Council comprised of officers elected by the resident population. The Residents' Council advocates for residents' rights, functions as an advisory board to the Provider with respect to resident welfare and interests, creates and oversees sub-committees in furtherance of the foregoing, and meets regularly with the Community's Executive Director as well as with the Residents' Association.

The Residents' Association consists of all residents, who automatically become members when they move into the Community. There are no fees associated with membership.



OWNERSHIP, MANAGEMENT, CAPITALIZATION

Provider: CT Watermark East Hill, LLC

The Watermark at East Hill is operated by CT Watermark East Hill, LLC (the “Provider”), a Delaware limited liability company. The Provider’s corporate address is 2020 W. Rudasill Road, Tucson, AZ 85704. Entities owning 5% or more of the Provider’s membership interests include: Barnes Family Revocable Trust, controlled by David Barnes; TFG Holdings V, LLC, controlled by David Freshwater; CTW Capital, LLC, controlled by Frederick Zarrilli.

The Provider’s management committee consists of David Barnes, David Freshwater, and Frederick Zarrilli. David Barnes and David Freshwater are the founders and principals of Watermark Retirement Communities, Inc. and its predecessors & affiliates, and each of them have had dedicated careers in the seniors housing profession since the 1980’s. Frederick Zarrilli has 34 years’ experience in real estate investment including 20 years in seniors housing.

Manager: Watermark Retirement Communities of Connecticut, L.L.C.

The Watermark at East Hill is managed by Watermark Retirement Communities of Connecticut, L.L.C. (the “Manager”) pursuant to a long term management contract entered into between Manager and CT Watermark East Hill LLC on June 1, 2016. The Manager has managed the Community since 2007, having also had a management contract with the prior owner/provider. The Manager is a wholly owned subsidiary of Watermark Retirement Communities, Inc. (“WRC”), an Arizona corporation. WRC is a nationally-recognized seniors housing management organization and has been operating senior living communities for over three decades. WRC currently operates over 50 senior living communities in more than 20 States across the United States, including CCRC’s, stand-alone independent living, assisted living, and memory care communities, and Medicare-certified skilled nursing/rehabilitation facilities. WRC also manages seniors housing communities in China. WRC employs some 5,800 seniors housing and care professionals, including full-time and part-time associates at its communities.

For more information please visit: **WatermarkCommunities.com**.

Legal Organization and Capitalization

The Provider holds possession of the Community under a long term net lease which is expected to be treated under generally accepted accounting principles as a ‘capital lease’ long term financing arrangement. On June 1, 2016, The Watermark at East Hill underwent a change of real property ownership and financial recapitalization including, without limitation, the following: (1) the real property constituting the Community was acquired by NHI-REIT of Axel, LLC (“NHI Owner”), a wholly owned subsidiary of National Health Investors, Inc. (“NHI”), which is a real estate investment trust listed on the New York Stock Exchange (ticker symbol NYSE: NHI); and (2) CT Watermark East Hill, LLC acquired long-term leasehold possession of the Community through a series of three long-term leases, as follows: (A) a lease (the “Master Lease”) between NHI Owner and EL FW Intermediary I, LLC (“East Lake”), an affiliate of East Lake Capital Management, a private institutional investment firm; (B) a lease (the “Lease”) between East Lake and CT Watermark Operator, LLC, which is the parent company of CT Watermark East Hill, LLC; and (C) a lease (the “Sublease”) between CT Watermark Operator, LLC and CT Watermark East Hill, LLC. This form of leasehold-based ownership and financing structure is common in the institutional healthcare and seniors housing industry.

Another seniors housing community known as The Watermark at 3030 Park located in Bridgeport Connecticut was also acquired by NHI Owner on June 1, 2016, constitutes a part of the premises (along with The Watermark at East Hill) leased pursuant to the Master Lease and the Lease (as defined above), and is currently operated by an affiliate of the Provider and managed by the Manager.

Mortgage Indebtedness

The Watermark at East Hill is owned “free & clear” by NHI Owner, and the underlying real estate does not serve as collateral for any secured mortgage indebtedness.

Regulatory Reserves

The Provider maintains certain accounts including, without limitation, an entrance fee escrow account and a reserve funding escrow account established in accordance with Connecticut General Statutes sections 17(b)-524 and 17(b)-525. The escrow agent of these regulatory escrow accounts is People’s United Bank.



Financial Statements

The Provider's audited financial statements for the year ended December 31, 2017 and for the prior (partial) year ended December 31, 2016 may be found in Disclosure Statement Exhibit C.

Accounting Treatment

Due to the nature of the long-term lease agreements referenced above, CT Watermark East Hill, LLC's lease of the Community is expected to be deemed a "capital lease" under generally accepted accounting principles ("GAAP"). Accordingly, CT Watermark East Hill, LLC's financial statements are prepared on the basis that, for accounting and financial reporting purposes only, CT Watermark East Hill, LLC is deemed to be the owner of the Community and its lease agreement which conveys its leasehold interest in the Community is deemed to be a financing instrument. The foregoing accounting treatment is common in conjunction with long-term net lease arrangements.

REGULATORY MATTERS

Department of Social Services Filings

CT Watermark East Hill, LLC is required to file certain materials annually with the Connecticut Department of Social Services. All such required materials have been filed, including but not limited to the materials contained in this Disclosure Statement. A forward-looking statement showing the Community's projected cash flow along with a summary of the associated assumptions used in preparing such projections are included as Disclosure Statement Exhibit E. Information about The Watermark at East Hill which is on file with the Department of Social Services may be reviewed by contacting:

**The Department of Social Services
55 Farmington Avenue
Hartford, CT 06105-3724**

The Watermark at East Hill's most recent Disclosure Statement can also be viewed on the Connecticut Department of Social Services web site at: <https://portal.ct.gov/DSS/Health-And-Home-Care/Continuing-Care-Facility-Reimbursement/Continuing-Care-Facility---Reimbursement/Documents>. The Provider makes the above-referenced information available for review by its residents by placing the material in the Community's library and, if requested, will also provide current residents with a complete copy of this Disclosure Statement. In addition, the Provider notifies each resident no later than June of each year of the resident's right to review and obtain a copy of its most recent annual filing with the Department of Social Services.

Statement of Non-Affiliation

Neither Provider nor any of the entities in the organizational structure of Provider is a religious, charitable or nonprofit organization or is affiliated with any other religious, charitable or nonprofit organization.

Administrative Personnel and Employees

The Watermark at East Hill is administered by an experienced and caring staff of professionals. The terms and conditions of such employees' employment are established by WRC, and include health, dental and retirement benefits. In addition, certain services such as landscaping, snow removal, and other services, are performed or supplemented by outside specialists under third-party service contracts.

Judicial Matters

Neither Operator nor Manager, nor any officer or director thereof, has been convicted of a felony or pleaded nolo contendere to a felony charge, or has been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; nor is subject to a currently effective injunction or restrictive or remedial order of a court of record; nor within the past five (5) years has had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including but not limited to actions affecting the operation of a foster care facility, nursing home, retirement home, home for the aged, or any facility subject to sections 17b-520 to 17b-535 (inclusive) of the Connecticut General Statutes, or a similar statute in another state or country.

Additional Information

This Disclosure Statement has been prepared to give prospective residents, their families, and their advisors full information about the operation and management of The Watermark at East Hill. This Disclosure Statement was prepared on the basis of conditions in effect as of the date on the first page of the Disclosure Statement.



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Required Notice to Prospective Residents

Connecticut law requires Provider to provide the Notice to prospective residents on the following page to each prospective resident with an acknowledgement that the prospective resident or his or her legal representative has reviewed the Notice. In addition, Connecticut law requires that Provider obtain a separate, signed Acknowledgement of Receipt from each prospective resident confirming receipt and review of this Disclosure Statement. The Notice to Prospective Residents and the Acknowledgement of Receipt are on the following two pages. Each prospective resident must sign and date the two forms before signing a Contract with Provider.



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***Disclosure Statement
Notice to Prospective Residents***

In accordance with Section 17b-522(a) of the Connecticut General Statutes, we are required to give this Notice to a prospective resident, or her/his legal representative, before she/he either (i) signs The Watermark at East Hill Continuing Care Contract, or (ii) transfers any money or other property to CT Watermark East Hill, LLC, whichever is first to occur. Prospective residents of The Watermark at East Hill, or their legal representatives, should be aware of the following:

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

Acknowledgment:

I, or my legal representative, have received and reviewed a copy of this Notice and a copy of the Continuing Care Contract prior to entering into the Contract or the transfer of any money or other property to CT Watermark East Hill, LLC.

Printed Name of Prospective Resident(s)

Signature of Prospective Resident

Date

Signature of Prospective Resident, if two

Date

Signature of Legal Representative, if applicable

Date



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***Disclosure Statement
Acknowledgement of Receipt***

In accordance with Sections 17b-522(b) and (c) of the Connecticut General Statutes, CT Watermark East Hill, LLC is required to deliver to a prospective resident, or her/his legal representative, a current Disclosure Statement not more than sixty (60) days nor less than ten (10) days before the execution of a Continuing Care Contract or the transfer of any money or other property to CT Watermark East Hill, LLC, by or on behalf of the prospective resident. In addition, not more than sixty (60) days nor less than ten (10) days before a prospective resident actually occupies an apartment pursuant to the Contract, CT Watermark East Hill, LLC must deliver a revised and up-to-date Disclosure Statement to the prospective resident or his or her legal representative, but if there have been no revisions to the Disclosure Statement previously furnished to the prospective resident as provided for in the immediately preceding sentence, CT Watermark East Hill, LLC must deliver to that prospective resident or her/his legal representative a statement to that effect at the time of the apartment's occupancy.

Acknowledgment:

I, or my legal representative, do hereby acknowledge that I, or he or she, have reviewed the above and also have received and reviewed a copy of the current Disclosure Statement and a copy of the Continuing Care Contract for CT Watermark East Hill, LLC, prior to the execution of the Contract or the transfer of any money or other property to CT Watermark East Hill, LLC.

Printed Name of Prospective Resident(s)

Signature of Prospective Resident

Date

Signature of Prospective Resident, if two

Date

Signature of Legal Representative, if applicable

Date

Cross Reference to Statutory Provisions

Following is a cross-reference to certain provisions of Section 17b-522(b) of the Connecticut General Statutes. Certain information generally referred to below is required to be included in this Disclosure Statement and can be found on the pages referenced below:

<u>Applicable Statute</u> <u>Subsection Reference</u>	<u>Location in</u> <u>this document</u>
17b-552(b)	
(1) Name and Business Address of Provider.....	Page 8
(2) Names of Managers; Owners of 5% or more.....	Page 8
(3) Business Experience	Page 8
(4) Judicial Matters.....	Page 12
(5) Affiliations with Religious, Charitable, Non-Profit Orgs.	Page 11
(6) Location and Description of the Physical Property	Page 1
(7) Goods and Services Provided	Page 17, and Exhibit A-Sect.5
(8) Treatment of Interest on Deposits.....	Page 20; and Exhibit A-Sect.9
(9) Termination of Contract.....	Pages 20-21; and Exhibit A-Sect. 8
(10) Rights of Surviving Spouse	Exhibit A-Sect. 19
(11) Effects if Resident Gets Married.....	Exhibit A-Sect. 15
(12) Disposition of Personal Property	Exhibit A-Sect. 8, 18
(13) Tax Consequences	Page 21
(14) Reserve Funding, Escrow Accounts	Page 20, and Exhibit C/D
(15) Financial Statements	Exhibit C
(17) Cash Flow Projections	Exhibit E
(18) Historical and Current Entrance Fees and Monthly Service Fees	Exhibits F/G
(20) Department of Social Services Filings.....	Page 11
(21) Cover Page requirements	Cover
17b-552(f)	Standard Form of Continuing Care Contract.....
17b-521	Sworn Statement of Escrow Agent.....
	Exhibits A/B
	Exhibit D

OVERVIEW OF THE CONTINUING CARE CONTRACT

General Description

A resident moving into one of our Independent Living residences in The Town Center enters into a Residency Agreement (also known as a Continuing Care Contract) with the Provider. The Residency Agreement provides the resident with the right to live in a specific apartment for as long as she or he is able to do so safely and independently in accordance with standards established by the Provider. The resident pays certain fees under the Residency Agreement, including a one-time “Entrance Fee” in conjunction with the resident’s initial move into the Community, and a “Monthly Service Fee” payable each month for as long as the resident remains in occupancy which entitled the resident to the various services associated with living in the Community. The resident may select from among two Refund Plans and depending on selection and other factors may be entitled to a future refund of a portion of the Entrance Fee. The resident may request participation in the Life Care Program, which is subject to a certain qualifications and Provider’s acceptance.

Entrance Fee; Monthly Service Fee

The amount of the Entrance Fee payable by an incoming resident generally depends on three factors: (1) the specific apartment unit selected by the resident (where variables include overall unit features, size, and location of the apartment), (2) the Refund Plan chosen by the resident, and (3) whether the resident wishes (and qualifies) to participate in the Life Care Program.

The amount of the Monthly Service Fee generally depends on the specific apartment unit in which the resident resides and whether the resident chooses (and qualifies) to participate in the Life Care Program. In return for the Monthly Service Fee, the resident maintains her/his right to occupancy and receives certain services such as specified housekeeping and laundry services, continental breakfast plus choice of lunch or dinner each day, building maintenance, utilities, basic Cable TV, receptionist services, scheduled transportation, access to the Community’s common areas and amenities, participation in Community Life activities, 24-hour staffing and emergency response system. Additional information on the frequency and scope of currently included services may be found in the Resident Handbook available at the Community.

A Second Occupant Entrance Fee applies when two new residents move into an apartment together. The Second Occupant Entrance Fee is non-refundable. Similarly, a Second Occupant Monthly Service Fee applies when an apartment is occupied by two residents.

The Residency Agreement Exhibit A will set forth the Monthly Service Fee (including Second Occupancy Monthly Service Fee, if applicable) in effect at the time the Residency Agreement is signed. The Provider may increase the Monthly Service Fees after giving residents thirty (30) days written notice. Past practice has generally included an annual increase that takes effect on April 1 of each year. Historical Monthly Service Fee and Entrance Fee data may be found in Disclosure Statement Exhibit F, and the current Monthly Service Fees may be found in Disclosure Statement Exhibit G.

Entrance Fee Refund Plans

We offer a choice of two (2) Entrance Fee Refund Plans. This choice determines whether and to what extent a portion of the Entrance Fee may become refundable by the Provider to the resident or her/his estate in the future. We offer an “80% Refund Plan” whereby 80% of the Entrance Fee is refundable in the future upon the satisfaction of certain conditions (as described elsewhere in this section), and a “Declining Refund” plan whereby the portion of the refundable entrance fee declines over the first approximately 46 months of occupancy after which it becomes entirely non-refundable. The table below provides a summary of these choices:

<i>Refund Plan</i>	<i>Refundable Portion of Entrance Fee</i>
80% Refund Plan	80% refundable (regardless of length of residency)
Declining Refund Plan	90% refundable at the end of the first month or partial month, then declines by an additional 2% per month. Reaches 0% refundable after 46 months of occupancy.

If a former resident of the Community is entitled to a future refund of a portion of their Entrance Fee as outlined above, such refund is paid once three conditions are met. These conditions, if applicable, are that (1) the resident has moved out of the Community; (ii) one or more similar-type apartments have subsequently been re-occupied by one or more new resident(s) moving in who have paid the full balance of their Entrance Fee, and (iii) the resident was at the top of the ‘refund queue’ for the applicable apartment type prior to the most recent such move-in. For each apartment type, a refund queue is maintained whereby former residents are listed in the order in which they moved out of the Community (i.e., earliest move-out at the top of the list) and each time a new resident pays an Entrance Fee and moves into an apartment of that type, the ‘next-in-line’ former resident qualifies to be paid a refund within 30 days, if applicable, and is thereafter removed from the list. For Residency Agreements entered into after October 1, 2015, Connecticut law requires that any refundable portion of the Entrance Fee be paid within three years of the move-out date. No interest is paid on Entrance Fee Refunds.

Life Care Program

A resident moving into one of our Independent Living residences may request to participate in our Life Care Program. Applicants must undergo a health care assessment and acceptance into the Life Care Program may be granted or denied in the Provider's sole discretion. When a resident requests and is accepted into the Life Care Program, the Life Care Addendum found in Disclosure Statement Exhibit B is incorporated into the resident's Residency Agreement. Participation in the Life Care Program carries a higher Entrance Fee and a higher Monthly Service Fee.

A resident with a Residency Agreement that does not include the Life Care Addendum is sometimes referred to as being on the "Traditional Plan" or "Fee For Service Plan." This generally means that if and when the resident requires health care services in the future, including transfer to a higher level of care in the Health Center such as The Lodge, The Inn, The Villa, or The Springs, the resident's service charges including room & board will be at then-prevailing market rates. There is no element of prepaid health care costs.

By contrast, if a resident participating in the Life Care Program requires in the future to transfer to a higher level of care neighborhood in the Health Center such as The Lodge, The Inn, The Villa, or The Springs on a permanent basis (and thus moves out of their Residence in the Town Center), the resident will continue to pay generally the same Monthly Service Fee as would apply in the resident's Independent Living apartment in lieu of the room & board rate then prevailing for the applicable level of care, subject, however, to additional charges for incremental meals, medical charges and higher tier health care services, a monthly premium applicable to The Villa, and other factors including but not limited to the following:

1. A "Meal and Miscellaneous Ancillary Charge," which covers an additional meal and two snacks per day, referral services and wellness education. The current amount of the Meal and Miscellaneous Charge is set forth in Residency Agreement Exhibit B ("Schedule of Additional Fees");

2. Tier Charges for care at The Town Center, The Lodge, The Inn or The Villa. Charges for assisted living and/or memory care services in excess of the "Base Tier" as outlined in Residency Agreement Exhibit B. The charge for such additional services is based on the level (or "Tier") of additional health care services that the resident requires, which shall be determined based on a functional assessment of the resident. There are several Tiers of additional services, ranging from Tier One (minimal level of additional services required) up to a maximum level of additional services required. The current charge amounts for each Tier are outlined in Residency Agreement Exhibit B ("Schedule of Additional Fees");

3. Charges for any medical services and supplies that the resident requires, including but not limited to, physician services, physical therapy, and medications as well as additional services that the resident may request; and

4. If your move is to The Villa, a monthly premium (the “Villa Premium”) in respect of The Villa’s unique and specialized services and programming. The current amount of the Villa Premium is set forth in Residency Agreement Exhibit B (“Schedule of Additional Fees”).

The Provider may modify the extra charges and services provided and offer new or different tiered pricing or other pricing programs at any time upon thirty (30) days prior written notice to the resident.

The Health Care Benefit provided under the Life Care Program does not apply to a resident’s temporary stay in the Health Center while retaining occupancy rights to her or his Residence in the Town Center. For such temporary stays, regardless of whether the resident is on the Traditional Plan or participates in the Life Care Program, the resident will continue to pay the Monthly Service Fee in respect of her or his Residence in the Town Center and will also be charged the prevailing private payment rate and charges for the Level of Care applicable to her or his temporary stay in the Health Center (subject to eligible coverage under Medicare or other insurance accepted by Watermark).

Contract Signing; Deposit; Grace Period; Escrow Account

When one decides to become a resident of the Community, an apartment is selected and a Residency Agreement is signed at which time a deposit is paid equal to ten percent (10%) of the Entrance Fee. The balance of the Entrance Fee (i.e., the remaining ninety percent (90%)) is due in full upon the later to occur of (1) the expiration of the Grace Period, or (2) the agreed “Date of Occupancy” set forth in the Residency Agreement Exhibit A.

The Residency Agreement contains a grace period (“Grace Period”) until the date that is thirty (30) days after the date that the Residency Agreement is signed, or such other (later) date as may be agreed and set forth in the Residency Agreement. During the Grace Period, the prospective resident may cancel the Residency Agreement in which case Provider will refund the Entrance Fee or portion thereof paid by the prospective resident, less an administrative and processing fee as specified in the Residency Agreement..

Any monies paid by the prospective resident on account of the Entrance Fee are held by People’s United Bank, as escrow agent, in an Entrance Fee escrow account until the expiration of the Grace Period. After the expiration of the Grace Period, such funds are released to the Provider. Interest earned on the portion of the Entrance Fee and other deposits held in the Entrance Fee escrow account shall be retained by the Provider.



THE WATERMARK
AT EAST HILL

In order to rescind or cancel the Contract, the prospective resident or their legal representative must send notification in writing to the Provider at the address listed below by registered or certified mail in accordance with the notice periods stated in the Contract.

The Watermark at East Hill
Attention: Executive Director
611 East Hill Road
Southbury, CT 06488

Cancellation by Provider

The Residency Agreement identifies conditions under which the Provider may terminate the Residency Agreement, which conditions include: (i) if information provided by or on behalf of the resident to the Provider is incorrect, contains omissions or is misleading; (ii) if the resident's condition or conduct jeopardizes her or his health, well-being or safety, or the peace and welfare of others; and (iii) if the resident requires a higher level of care and refuses or otherwise fails to obtain such care. In the event that a situation arises which requires that the Provider terminate a Residency Agreement, the Provider will notify the resident in writing and such notice will include the effective date of cancellation. The Provider's decisions are final.

Note Regarding Continuing Care Contracts

Prospective residents are urged to review the details of their Residency Agreement / Continuing Care Contract very carefully before signing it. The Residency Agreement contains, among other things, the definitive terms concerning termination rights, rights of a surviving spouse, the effect of a resident's marriage or remarriage, the policy regarding disposition of a resident's personal property in the event of death or transfer to a health care center, rights to use of the apartment, provisions governing reimbursement of the Entrance Fee, and services to be provided to a resident. The Residency Agreement is available in larger type upon request.

Tax Consequences

Please note that payment of an Entrance Fee or other transfer of assets pursuant to a Continuing Care Contract may have significant tax consequences and that prospective residents are urged to consult a qualified advisor.



THE WATERMARK
AT EAST HILL

Disclosure Statement
Exhibit A
Residency Agreement /
Continuing Care Contract

Residency Agreement



Continuing Care Contract

The following indicates whether this Agreement is intended to be a
Traditional Contract or a Life Care Contract:

[Click to select Contract Type](#)

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EXHIBITS

- A. SCHEDULE OF CERTAIN CONTRACT TERMS AND FEES
- B. SCHEDULE OF ADDITIONAL FEES
- C. RESIDENT’S BILL OF RIGHTS

1. THE AGREEMENT

This document (herein referred to as this “**Agreement**”) is a Residency Agreement, also known as a Continuing Care Contract, between **CT Watermark East Hill, LLC**, a Delaware limited liability company, and **Click to type Resident Name(s)** (the “**Resident**” or “**Residents**”). The effective date of this Agreement is **Click to select date** (the “**Effective Date**”).

RECITALS

A. Watermark operates a continuing care retirement community known as “The Watermark at East Hill” through which Watermark agrees to furnish or cause to be furnished a residence and other services to the Resident;

B. Resident has applied for admission to occupy a residence and to receive such other services; and

C. Watermark has reviewed and accepted Resident’s application subject to the execution of this Agreement and the terms contained herein.

D. This Agreement is not a lease and does not create any interest in the real estate and property owned by Watermark and the right of use thereof shall not inure to the use or benefit of the heirs, next of kin, assignees or representatives of Resident or of Resident's estate.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Watermark and Resident agree as follows:

2. THE PARTIES TO THIS AGREEMENT

The parties to this Agreement are:

2.1 CT Watermark East Hill, LLC, a Delaware limited liability company. It may assign the obligations under this Agreement to another entity or may authorize another entity to act for it in performing its duties under this Agreement. In this Agreement, the term “**Watermark**” refers to CT Watermark East Hill, LLC or any such assignee or authorized person.

2.2 The Resident. You are the other party to this Agreement. In this Agreement, you will be called the “**Resident**.” The words “**you**” and “**your**” will also refer to you. If this Agreement is signed by two resident persons, the words “**Resident**,” “**you**,” and “**your**” will refer to each such person who signs this Agreement. If one of you dies or moves out of the Community, these words will refer to the one who survives and remains a resident within the Community.

3. THE RESIDENCE

3.1 Residence.

(a) Watermark operates The Watermark at East Hill (also referred to herein as the “**Community**”) located at 611 East Hill Road in Southbury, Connecticut. As of the date hereof the Community includes the following distinctive residential areas and associated levels of care:

“**The Town Center**” which includes the three residential buildings known as Applewood, Birchwood and Dogwood each containing independent living apartments, and a building known as The Commons containing dining and other common area amenities;

“**The Lodge at Cherrywood**” which is located on the second and third floors of the residential building known as Cherrywood and contains independent living apartments along with dining and other common area amenities and featuring enhanced access to assisted living services;

“**The Inn at Cherrywood**” which is located first floor of Cherrywood and contains assisted living suites and apartments along with dining and other common area amenities;

“**The Villa**” which is a residential building containing memory care suites along with dining and other common area amenities; and

“**The Springs**” which is adjacent to The Commons and houses our skilled nursing facility.

(b) Watermark will provide you with an apartment in the Town Center. In this Agreement, this apartment will be referred to as your “**Residence.**” Your Residence is designated on Exhibit A. Your Residence will be for your own personal use and occupancy only.

3.2 Substitution of Residence.

Watermark reserves the right to substitute your Residence with another comparable residence at the Town Center, at no additional expense to you, if it is necessary to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official, or for any other reasonable purpose, as determined by Watermark in writing. A comparable residence means a residence that has the same number of bedrooms and bathrooms and that is approximately the same size as your Residence. Effective the date the occupancy transfers to the substituted residence, the substituted residence will be your Residence as defined in this Agreement and shall be subject to all the same terms and conditions.

3.3 Date of Occupancy.

You may move into your Residence on the date indicated as the “Date of Occupancy” on Exhibit A. The Date of Occupancy is the date your Residence will be ready for your occupancy, even if you are not ready to move into your Residence. You may continue to occupy your Residence for the remainder of your lifetime, unless (i) this Agreement is earlier cancelled in accordance with Section 8 hereof, (ii) you are relocated to another comparable residence pursuant to Section 3.2, (iii) you permanently move to a higher level of care located at the Community pursuant to Section 17 hereof, or (iv) you are removed from your Residence pursuant to Section 18 hereof. If this Agreement is signed by two resident persons, occupancy of your Residence may continue for the remainder of the lifetime of the last surviving of the two of you, unless this Agreement is earlier cancelled or the other conditions outlined above apply to both of you.

4. THE ENTRANCE FEE

You must pay an entrance fee (the “Entrance Fee”) in the amount indicated on Exhibit A. Your payment of the Entrance Fee entitles you to the use of your Residence and to the other services described in this Agreement. Your Entrance Fee is payable as follows:

4.1 Down Payment (10%).

Watermark requires a down payment (the “Down Payment”) of ten percent (10%) of the Entrance Fee. You must pay the Down Payment at the time you sign this Agreement.

4.2 Balance of Entrance Fee (90%).

You must pay the remaining amount of the Entrance Fee (the “Entrance Fee Balance”) in full on the Date of Occupancy even if you do not actually move into your Residence on that date.

5. RESIDENT SERVICES AND FEES

5.1 Service Fees.

Watermark provides services for which it charges a monthly service fee (the “**Monthly Service Fee**”). Watermark also provides or makes available certain additional items and services to residents who want or require such items and services, for which Watermark charges additional fees (“**Additional Fees**”). The Additional Fees in effect as of the Effective Date are outlined in Exhibit B (“**Schedule of Additional Fees**”). Exhibit A indicates the schedule of additional items and services, if any, that you have requested be furnished to you upon your initial occupancy, which schedule may be updated and revised from time to time. Watermark may change the nature and scope of additional services offered and/or increase the Additional Fees and revise the Schedule of Additional Fees from time to time by providing residents of the Community thirty (30) days prior written notice thereof.

5.2 Resident Services.

This Section describes in general the services that are available at the Town Center. Watermark has published a Resident’s Handbook which contains rules and policies for the specific use of these services and which may change from time to time, provided, however, the Resident Handbook shall not modify the specific rights provided to you under this Agreement (as modified from time to time, the “**Resident Handbook**”).

5.2.1 Meals. Watermark will make available to you the number of meals outlined on Exhibit A attached hereto. Your meals will be served at a location(s) as established in the Resident Handbook.

5.2.2 Nursing Care and Assistance with Daily Living.

(i) You will have preferential admission status at the higher level of care areas at the Community. As of the date hereof such higher levels of care areas include The Lodge (independent living with enhanced access to assisted living services), The Inn (assisted living), The Villa (memory care), and The Springs (skilled nursing).

(ii) If this Agreement is a Traditional Contract, then you will be responsible for paying all of your costs and expenses associated with your stay(s) in the higher level of care areas at the then-prevailing rates. Any such costs and expenses are in addition to your Monthly Service Fee until such time as (1) this Agreement is cancelled in accordance with Section 8, or (2) you permanently move to a higher level of care at the Community as outlined in Section 17. If your Residence is occupied by two persons, and one of you moves permanently to a higher level of care, the remaining Resident must continue to pay the Monthly Service Fee for single occupancy.

(iii) If this Agreement is a Life Care Contract and you permanently move to a higher level of care at the Community, you will be entitled to certain terms and conditions regarding your costs and expenses associated with your residence in such higher level of care as outlined in a separate Life Care Addendum to this Agreement that is referenced in Section 7.

(iv) Watermark operates as a managed residential community and is also licensed as an assisted living services agency (“ALSA”) by the Connecticut Department of Public Health. Under such license, Watermark can offer assistance with daily living activities, including, without limitation, assistance with bathing, dressing, medication administration, eating, toileting, transferring and the like (the “ALSA Services”) to the extent you require such assistance. You have the right to receive ALSA Services in your Residence. The fees for the ALSA Services are not included in the Monthly Service Fee. Such fees shall be posted and are subject to change from time to time upon at least thirty (30) days prior notice.

5.2.3 Housekeeping Services. Your Residence will receive certain housekeeping services at no additional charge as set forth in the Resident Handbook. For additional services you will be charged on a monthly basis as outlined in Exhibit B.

5.2.4 Utilities. Watermark will provide you with standard utilities, such as lighting, heat, air conditioning, water and basic cable TV, the cost of which is included in your Monthly Service Fee. Other service charges are outlined on Exhibit B.

5.2.5 Community Facilities. You are entitled to use all of the community and recreational facilities at the Town Center as set forth in the Resident Handbook. The programs and facilities of the Town Center may be changed from time to time at the discretion of Watermark.

5.2.6 Parking; Operation of a Motor Vehicle. You may rent a garage space, if available, for an additional fee as outlined in Exhibit B. In order to park or operate a motor vehicle on the premises of the Town Center, you must maintain automobile liability insurance with your own insurance agent to cover liability and medical expenses arising from injuries to yourself or others. Your use of any motor vehicle, electric cart or power operated vehicle is subject to the rules and policies of Watermark, including but not limited to, speed limits and safe driving procedures and practices. Watermark reserves the right to revoke your operating and parking privileges on the premises of the Town Center if you do not abide by the applicable rules, regulations, policies, and procedures.

5.2.7 Pets. Pets are allowed at the Town Center, subject to approval by Watermark and the payment of a non-refundable pet fee as set forth on Exhibit B. Watermark reserves the right to rescind approval of your pet if Watermark determines that the pet constitutes a nuisance or danger to others, or threatens the quiet enjoyment of the other residents of the Community.

6. MONTHLY SERVICE FEE

6.1 You are responsible for paying your Monthly Service Fee beginning on the Date of Occupancy identified in Exhibit A. The Monthly Service Fee for your first full or partial calendar month of occupancy shall be due on the Date of Occupancy and will be prorated to reflect the number of days of your occupancy during such calendar month. Thereafter, your Monthly Service Fee shall be payable by you to Watermark in advance subject to the due dates and other payment terms set forth in Exhibit A until the effective date of cancellation of this Agreement as set forth in Section 8.

6.2 Your Monthly Service Fee (including your Monthly Second Person Fee if applicable) is listed on Exhibit A. Watermark has the right to increase the Monthly Service Fee in its sole discretion, and Watermark will give you not less than thirty (30) days' advance notice in writing of any such increase.

6.3 Your Monthly Service Fee shall be due each month for so long as this Agreement is in effect regardless of whether you are in residence.

6.4 Watermark encourages residents to make monthly account payments via automatic recurring ACH withdrawal, and if you provide authorization for Watermark to process monthly payments on your account via automatic recurring ACH withdrawal, then your monthly payment due date will be extended as set forth in Exhibit A.

6.5 If the Monthly Service Fee for any month is not paid when due, Watermark may collect a late fee until the Monthly Service Fee and all late fees are fully paid. Late fees are set forth in Exhibit A and shall not exceed amounts allowed by applicable federal and state law. In addition, Watermark will charge you for the costs of collecting any unpaid Monthly Service Fee, including reasonable attorneys' fees incurred for collection purposes.

7. LIFE CARE ADDENDUM

If you have applied for and been accepted for a Life Care Contract, you must sign the attached Life Care Addendum to this Agreement (the “Life Care Addendum”) on the same day that you sign this Agreement. The Life Care Addendum outlines the terms and conditions of the Life Care Contract.

8. CANCELLATION OF THIS AGREEMENT

8.1 Cancellation By Resident.

You may provide notice of cancellation of this Agreement at any time for any reason. To do so, you must deliver your notice of cancellation in writing to the Community’s Executive Director. If Sections 9.2 or 9.4 apply to your written notice of cancellation, the effective date of cancellation shall be the date your written notice is delivered. If Sections 9.2 or 9.4 do not apply to your written notice of cancellation, the effective date of cancellation of this Agreement will be the later to occur of (i) sixty (60) days following the date such written notice was delivered, or (ii) the date that you permanently vacate your Residence (including removal of all of your property and belongings).

8.2 Cancellation by Watermark

Watermark may cancel this Agreement (A) as set forth in Section 11.1 prior to your Date of Occupancy, or (B) at any time for ‘good cause,’ in which case Watermark must give written notice to you and the effective date of cancellation of this Agreement will be the earlier to occur of (i) the date of cancellation specified in Watermark’s written notice if the conditions set forth in Section 8.2.2 below are applicable, or (ii) **thirty (30) days** following the date of Watermark’s written notice. Watermark will have ‘good cause’ to cancel this Agreement for any one of the following reasons:

8.2.1 If you give any incorrect information to Watermark, or fail to give any necessary information, or if you mislead Watermark. This reason will apply to any statements or information that you give to Watermark, or that a family member or representative of yours gives to Watermark on your behalf;

8.2.2 If it is determined, pursuant to Section 18, that (A) your physical or mental condition, or your conduct, is such as to jeopardize your health, well-being or safety, or the peace and welfare of others, or (B) you are no longer able to safely accomplish the activities of daily living, such as bathing, dressing, medication administration, eating, toileting, transferring and the like, and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark, or you require or a higher level of care than such assisted living services can provide, such as skilled nursing or hospitalization, and you have either refused or otherwise failed to obtain such higher level of care; or

8.2.3 If you fail, neglect or refuse to abide by the terms of this Agreement or rules and policies published by Watermark, including if you fail to pay a Monthly Service Fee when due, subject, however, to the provisions of Section 12 regarding financial hardship.

8.3 Vacating Your Residence.

If this Agreement is pending cancellation as set forth in Section 8.1 or 8.2 above, you agree to vacate your Residence on or before the effective date of cancellation of this Agreement. You must pay the Monthly Service Fee through and including the date that is the later to occur of (i) the effective date of cancellation of this Agreement, or (ii) the date that you vacate your Residence (including removal of all of your property and belongings). If you vacate or abandon your Residence without removing all of your property and belongings, Watermark may, but is not obligated to, enter the Residence without notice to you and remove all of your property and belongings, in which case Watermark may, at its option, take possession of such property and declare it to be the property of Watermark or, at your expense, dispose of it in such a manner and for such consideration as Watermark, in its sole discretion, deems appropriate, including storing and/or selling or otherwise disposing of such property. Thereafter Watermark may use your former Residence for any purpose.

8.4 Cancellation Upon Death

If you are the sole Resident pursuant to this Agreement and you die, or if there are two resident persons signing this Agreement and the one of you who is last-in-occupancy in your Residence dies, in either case after the Grace Period and after the Date of Occupancy, then this Agreement will automatically cancel, and the effective date of cancellation of this Agreement will be the later to occur of (i) thirty (30) days following the above-referenced date of death, or (ii) the date that your Residence is vacated including removal of all property and belongings.

9. REFUND POLICY

9.1 Refund.

Your selection of refund plan and the amount of your Entrance Fee are indicated on Exhibit A. Depending on the Refund Plan you selected, and in certain circumstances depending on the effective date of cancellation of this Agreement, you may be entitled to a refund of all or a portion of the money you paid toward your Entrance Fee. Terms and conditions applicable to the determination of whether a refund is applicable and the timing and payment of such refund are described below. Except in the case of Sections 9.2 and 9.4, the references to Entrance Fee in this Section 9 do not include any entrance fees related to a second occupant; Second Person Entrance Fees are non-refundable with the exception of the conditions described in Sections 9.2 and 9.4. Watermark may deduct charges set forth in Section 9.3 from any refund that may be owed to you.

9.2 Grace Period.

The thirty (30) day period after you sign this Agreement is referred to as the “Grace Period.” This period coincides with the applicable Connecticut statutory rescission period. Nothing in this Agreement requires that you move into your Residence before the end of the Grace Period. You may cancel this Agreement at any time during the Grace Period (i.e., within thirty (30) days after you sign it) by delivering written notice of your cancellation to the Community’s Executive Director before the end of the Grace Period. If you cancel this Agreement during the Grace Period, Watermark will refund to you one hundred percent (100%) of the money that you paid toward the Entrance Fee, subject to Section 9.3. Any interim interest earned will be retained by Watermark. If this Agreement is cancelled in accordance with this paragraph because you have died, the refund will be made to your estate. Watermark may also cancel this Agreement as set forth in Section 11.1 at any time prior to your Date of Occupancy, in which case any money that you paid toward the Entrance Fee will be similarly refunded.

9.3 Administrative Fee.

Watermark reserves the right to deduct a reasonable administrative and processing fee (an “**Administrative Fee**”) from your refund in an amount not to exceed one percent (1%) of the Entrance Fee set forth on Exhibit A. Watermark may also deduct the amount of any costs and expenses incurred by Watermark as a result of your written request(s), including, as an example, upgrades to your Residence made or commenced at your written request and not yet amortized in accordance generally accepted accounting principles.

9.4 Cancellation After The Grace Period and Before the Date of Occupancy.

If after the Grace Period, but prior to your Date of Occupancy, (a) you die, or (b) on account of illness, injury or incapacity you are unable to occupy your Residence, and you or your legal representative delivers written notice to the Community’s Executive Director requesting cancellation and stating that one of the foregoing conditions (a) or (b) exists, then subject to the next sentence this Agreement will be cancelled and Watermark will refund to you one hundred percent (100%) of the money that you paid toward the Entrance Fee, subject to Section 9.3. Any interim interest earned will be retained by Watermark. Watermark reserves the right to request a written evidentiary statement from your physician if the requested cancellation is on account of illness, injury, or incapacity, and if requested, such statement shall be a condition of cancellation. Watermark may also cancel this Agreement as set forth in Section 11.1 at any time prior to your Date of Occupancy, in which case any money that you paid toward the Entrance Fee will be similarly refunded. If this Agreement is cancelled in accordance with this paragraph because you have died, the refund will be made to your estate or as ordered by a court of competent jurisdiction.

9.5 Cancellation After The Grace Period and After the Date of Occupancy.

9.5.1 You may cancel this Agreement at any time after the Grace Period and after your Date of Occupancy in accordance with the notice procedure set forth in Section 8.1. Watermark may cancel this Agreement for ‘good cause’ at any time after the Grace Period and after your Date of Occupancy in accordance with the notice procedure set forth in Section 8.2. In either case this Agreement will terminate on the effective date of cancellation as set forth in Section 8.1 or 8.2 as applicable.

9.5.2 Any applicable refund of money that you paid toward your Entrance Fee (if applicable, your “Entrance Fee Refund”) will be paid as set forth in Section 9.6 below and will be calculated based on the “Refund Plan” you selected as identified on Exhibit A, subject to Section 9.3. Your Refund Plan is one of the following:

(i) 80% Refund Plan.

If you selected the 80% Refund Plan, you will be eligible for an Entrance Fee Refund of eighty percent (80%) of the amount of the Entrance Fee.

(ii) Declining Refund Plan.

If you selected the Declining Refund Plan, you will be eligible for an Entrance Fee Refund that declines to a zero balance over approximately forty-six (46) months following your Date of Occupancy. Specifically, the eligible refund declines to ninety percent (90%) of the amount of the Entrance Fee at the end of the calendar month in which the Date of Occupancy occurs, and then declines by an additional two percent (2%) of the amount of the Entrance Fee each month thereafter. The foregoing is determined based on the effective date of cancellation of your Agreement.

9.5.3 Watermark may deduct from your refund any outstanding and unpaid balance due on your account, including, without limitation, any unpaid Monthly Service Fees and Additional Fees.

9.6 Payment of Refund.

9.6.1 If an Entrance Fee Refund is due to you in accordance with this Agreement following a cancellation of this Agreement **before** the expiration of the Grace Period and/or **before** the Date of Occupancy, your refund will be made by Watermark or by the escrow agent (“Escrow Agent”) associated with the entrance fee escrow account established in accordance with Connecticut law (the “Entrance Fee Escrow Account”). If paid by the Escrow Agent, such refund will be paid in accordance with the terms of an entrance fee escrow agreement which complies with the requirements of Connecticut law (the “Entrance Fee Escrow Agreement”), which for that purpose will be considered as part of this Agreement.

9.6.2 If an Entrance Fee refund is due to you in accordance with this Agreement following a cancellation of this Agreement **after** the Date of Occupancy, Watermark will pay your refund within thirty (30) days after three conditions are met. These conditions are that (i) you have moved out of the Community; (ii) one or more like-type apartments to your Residence (e.g., One Bedroom Deluxe, Two Bedroom Deluxe, etc.) have subsequently been re-occupied by one or more new occupants moving in that have paid the full balance of their Entrance Fee in cash; and (iii) you were at the top of the ‘refund queue’ for the applicable apartment type prior to the most recent such move-in. For each apartment type, a refund queue is maintained whereby former residents are listed chronologically based on the date of cancellation of their residency agreement (i.e., earliest move-out at the top of the list), and each time there is a qualifying new move-in to a like-type apartment, the former resident at the top of the refund queue qualifies to be paid a refund within 30 days, if applicable, and is thereafter removed from the list. Notwithstanding the foregoing, Watermark will pay your Entrance Fee Refund no later than the third anniversary of the date of cancellation of this Agreement. Watermark will make commercially reasonable efforts to find new occupants for apartments that are of like-kind to your Residence. If you owe any money to Watermark following the cancellation of this Agreement and such amount owed remains outstanding, Watermark may deduct the amount that you owe from the Entrance Fee Refund that will be paid to you.

10. YOUR RIGHTS UNDER THIS AGREEMENT

10.1 The rights given to you under this Agreement belong to you alone. When this Agreement is cancelled, whether by your death or by notice of cancellation, all of your rights and interest in this Agreement will come to an end, except for the right to receive an Entrance Fee Refund that may be payable to you, if applicable. You may not assign any of your rights under this Agreement to anyone else.

10.2 You may come and go from the Community as you wish. However, you must pay the Monthly Service Fee even while you are away from the Community.

10.3 If two resident persons sign this Agreement, neither of you may unilaterally cancel this Agreement as long as the other one is still living. You may only cancel this Agreement if you act together. If one of you leaves your Residence, or must be removed from your Residence, the right to occupancy that the other one has will not be changed. Neither one of you is able to divide your Residence, or to force the removal of the other.

10.4 You cannot assign any right you have to use your Residence to another person. You cannot sublet your Residence. You cannot pledge, mortgage or use this Agreement or your Residence for security. No one to whom you owe money, or who has some other claim against you, may make any claim, lien or attachment against this Agreement or your Residence.

10.5 Watermark has the sole right to decide who is eligible for admission to or residency in any areas within the Community.

10.6 Additional rights are outlined in Exhibit C of this Agreement.

11. RESIDENT ACCEPTANCE POLICY

11.1 Pre-Admission. Watermark will require (i) a report from your personal physician about your medical history and (ii) certain financial information prior to your Date of Occupancy. This confidential information will be reviewed by a representative of Watermark in accordance with established acceptance policies. Special considerations of cases not meeting all of the admission criteria will be referred to the Watermark Executive Director for consideration and action. Watermark will make a final decision on your admission in its sole and absolute discretion, and Watermark reserves the right to cancel this Agreement prior to the Date of Occupancy if it determines that you do not qualify for admission, or to postpone your Date of Occupancy if it has not had sufficient time to review the submitted materials.

11.2 Non-Financial Requirements. To be accepted for residency, you must be 62 years of age or more at the time of establishing residency, except where more than one Resident occupies a Residence, in which case at least one must be 62 years of age or more at the time of establishing residency, and you must be able to meet the requirements of occupancy.

11.3 Financial Requirements. To be accepted for residency, you must meet the following financial requirements: (1) have financial assets adequate to pay the contracted Entrance Fee, plus an amount sufficient to provide for the Resident's personal financial requirements after residency; (2) have sufficient income to meet the anticipated Monthly Service Fee and any other applicable fees for items and services not covered by the Monthly Service Fee; and (3) have coverage under (i) Medicare Parts A and B (basic and supplemental coverage) or Medicare Part C (Medicare Managed Care), and (ii) Medicare Part D or equivalent (drug coverage), if eligible, and (iii) one supplementary health insurance policy. Parts of this subsection may be waived or modified for certain people such as retired Civil Service employees and those with comparable coverage with a Health Maintenance Organization or other private insurance.

12. YOUR PROMISES TO WATERMARK

12.1 Information. By signing this Agreement, you promise that all the information that appears on your application and all other information that you have given and will give to Watermark is true, complete and correct. In addition, you agree to comply with future requests for medical information Watermark may require as set forth in Section 25. Watermark reserves the right to require you, upon request, to update the financial information disclosed to Watermark in your application.

12.2 Government Benefits. It is possible that benefits will be available to you under state or federal law to pay for medical services that you receive; for example, from the program known as “Medicare.” You agree to do whatever is reasonable, including submitting forms or taking other action, which will help to make payment of doctor bills, hospital bills, bills for extended care, and bills for other services, including reimbursement to Watermark for bills paid by it, from these programs. Hospital, medical or similar services for which such benefits are paid by state or federal programs are not part of the services provided by Watermark. Nothing in this Section shall be interpreted to mean that Watermark has any obligation to provide or pay for hospital, medical or similar services.

12.3 Damage. You are responsible for any damage that you may cause to the Community or its furnishings, equipment or property, except for ordinary wear and tear. You must not do, or cause to be done, any act which would violate the Fire Code or Health Code. You may not have excessive clutter in your Residence. Open flame of any type, including the lighting of candles, is strictly prohibited. Watermark may take immediate action to correct any violations of the Fire Code or Health Code or other safety prohibitions in effect. You must pay the cost of correcting such violations.

12.4 Indemnity. Watermark has the right to make a claim against you, against your estate, or against any person who is legally liable for your support, for any money that you owe to Watermark. Watermark will also have the right to make such a claim for any damage and for reimbursement for the cost of any repair or redecoration which may be necessary for your Residence because of your use, with the exception of ordinary wear and tear.

13. FINANCIAL HARDSHIP

There may come a time when you are unable to pay all or part of your Monthly Service Fee because of your own financial hardship. Watermark will make reasonable efforts to help you find the means for payment, by applications for state or federal aid or other prospective sources of financial assistance. Watermark expects that you will cooperate in these efforts in any way that you can. While these attempts are being made, Watermark will continue to provide its services to you under this Agreement for a period of thirty (30) days. If you do not apply for, diligently seek and obtain such benefits, and if you are not able to resume payment of your Monthly Service Fee within the thirty (30) day period, Watermark has the right to cancel this Agreement.

14. FURNISHINGS AND MAINTENANCE

14.1 Fixtures. Your Residence will have certain fixtures and installations provided by Watermark, which may include, without limitation, wall-to-wall carpeting, window blinds, kitchen appliances, and similar items. All installations are and shall remain the property of Watermark.

14.2 Alterations. You may make other alterations in your Residence at your own expense, provided, however, that all prospective alterations must be requested by you in writing submitted to, and be approved in writing by, the Community’s Executive Director in advance of your making any alterations. Such alterations will belong to Watermark when you vacate your Residence. At Watermark’s request, you may be required to return your Residence to its original condition at your expense.

14.3 Painting. From time to time Watermark may offer to repaint occupied residences if and as needed, as determined by Watermark in its sole discretion. If you accept such an offer you may be responsible for hiring furniture movers if required.

15. JOINT OCCUPANCY AND/OR MARRIAGE

15.1 Resident/Non-Resident.

You may want a non-resident, who does not currently live at the Community, to occupy your Residence with you. You and the non-resident are required to apply to Watermark for admission of such non-resident to the Town Center and to provide Watermark with the same health, financial and other information as Watermark requires generally for new applicants desiring to live at the Town Center. Watermark may grant or withhold such admission in its sole discretion. If such admission is denied, then such non-resident may not reside in your Residence.

15.1.1 If Watermark grants admission to such non-resident to the Town Center, such person shall be considered a “New Resident.” If the New Resident intends to move into your Residence, this Agreement will be cancelled and a new residency agreement, also known as a continuing care contract (the “New Contract”) will be signed by you and the New Resident. The New Contract will require payment of an entrance fee (the “New Entrance Fee”) equal to your original Entrance Fee under this Agreement plus the then-prevailing second occupant entrance fee. The New Entrance Fee must be paid to Watermark prior to the New Contract’s Date of Occupancy. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the New Resident. The amount of a refund, if any, of your original Entrance Fee will be determined pursuant to Section 9.5 of this Agreement. Any refund of your original Entrance Fee shall be applied to the New Entrance Fee. Any refund of the New Entrance Fee shall be determined by the New Contract.

15.1.2 If Watermark grants admission to the New Resident, and if you and the New Resident wish to move into a new residence, this Agreement will be cancelled and a New Contract will be signed by you and the New Resident. The New Contract will require payment of an entrance fee (the “New Entrance Fee”) equal to the then-prevailing entrance fee for the new residence plus the then-prevailing second occupant entrance fee. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the New Resident. The amount of a refund, if any, of your original Entrance Fee will be determined and paid in accordance with Section 9 of this Agreement. Any refund of the New Entrance Fee shall be determined by the New Contract.

15.2 Resident/Resident.

You and another resident of the Community who occupies a separate residence at the Community and has a separate residency agreement with Watermark may wish to move into one residence together. For purposes of this Section 15.2, the term “Resident” may also refer to such other resident as the context implies.

15.2.1 If you or the other Resident move into the current residence of one of you, the original residency agreements of both Residents (including this Agreement) will be cancelled and a New Contract will be signed by you and the other Resident. The New Contract will require payment of an entrance fee (the “New Entrance Fee”) equal to the original entrance fee of the non-moving Resident plus the then-prevailing second occupant entrance fee. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the other Resident. The amount and payment of your Entrance Fee Refund, if any, under this Agreement will be determined pursuant to Section 9 of this Agreement, except that if you are the non-moving Resident, your Entrance Fee Refund, if any, may be applied to the New Entrance Fee. Any refund of the New Entrance Fee shall be determined by the New Contract.

15.2.2 If you and the other Resident wish to move into a new residence not previously occupied by either of you, the original residency agreements of both Residents will be cancelled and a New Contract will be signed by you and the other Resident. The New Contract will require payment of an entrance fee (the “New Entrance Fee”) equal to the then-prevailing entrance fee for the new residence plus the then-prevailing second occupant entrance fee. The New Contract will also set forth the new Monthly Service Fee and Monthly Second Person Fee for you and the other Resident. The amount and payment of your Entrance Fee Refund, if any, under this Agreement will be determined pursuant to Section 9 of this Agreement. Any refund of the New Entrance Fee shall be determined by the New Contract.

16. MOVING TO A NEW RESIDENCE UPON REQUEST OF RESIDENT

16.1 You may request to move from your Residence to a different residence, which request shall be subject to approval by Watermark in its sole discretion. If the move is approved, this Agreement will be cancelled and a new residency agreement (“New Contract”) will be signed. The effective date of cancellation of this Agreement will be the New Contract’s Date of Occupancy.

16.2 If your move to a different residence is requested and approved, you will be assessed a refurbishing fee in an amount established by Watermark to cover material and labor to refurbish your Residence to its original condition. This work may include, but not be limited to, replacing carpeting, repainting of your Residence, and repairs to cabinets and wood trim.

16.3 Your New Contract will require payment of a New Entrance Fee equal to the then-prevailing entrance fee for the new residence, and will establish a new Monthly Service Fee at the then-prevailing rate for the new residence, as shall be set forth in Exhibit A of the New Contract. The amount and payment of your Entrance Fee Refund, if any, under this Agreement will be determined pursuant to Section 9 of this Agreement. Any refund of the New Entrance Fee shall be determined by the New Contract.

17. PERMANENT RESIDENCE IN A HIGHER LEVEL OF CARE

17.1 Your physician, your responsible party, or Watermark’s Medical Director may recommend to Watermark that you need to reside in a residential care area providing continuous assisted living care, memory care or long-term nursing care (such areas referred to herein as a “higher level of care”) and that you will no longer occupy your Residence. Watermark must verify this recommendation with your physician. If the recommendation is verified, you must vacate your Residence.

17.2 If you permanently move into any higher level of care located at the Community, this Agreement shall remain in effect following such relocation within the Community. If you permanently move into a higher level of care at a facility not located at the Community, then this Agreement will be cancelled, including, if this Agreement is a Life Care Agreement, termination of the Life Care Program Benefits set forth in in the Life Care Addendum to this Agreement.

17.2.1 When you become a permanent resident in any higher level of care located at the Community, your right of occupancy will transfer to your new level of care residence and Watermark may do as it wishes with your former Residence. Any refund due will be paid once you are no longer residing in any level of care at the Community and as described in Section 9 of this Agreement.

17.2.2 If this Agreement is a Traditional Agreement and you become a permanent resident in any higher level of care located at the Community, you will at that time cease paying the Monthly Service Fee and will enter into a separate, new addendum or agreement for that level of care. You will be responsible for paying the applicable prevailing monthly and/or per diem rates in the applicable level of care at the Community, except when the applicable level of care at the Community accepts either private insurance or government reimbursement such as Medicare for its services and you are eligible for reimbursement pursuant to any such private insurance or governmental reimbursement program.

18. INVOLUNTARY REMOVAL

18.1 It may be determined that your physical or mental condition, or your conduct, is such as to jeopardize your health, well-being, or the safety, peace and welfare of others. It may also be determined that you have come to require, on a permanent basis, services which Watermark does not offer at the Community. It may also be determined that you are no longer able to accomplish the activities of daily living such as dressing, bathing, eating, toileting and moving about in a safe and independent manner and you have either refused or otherwise failed to obtain assisted living services after five (5) business days written notice from Watermark, or you require a higher level of care than such assisted living services can provide, such as skilled nursing or hospitalization, and you have either refused or otherwise failed to obtain such higher level of care. Watermark shall make such determinations in its sole discretion. In making such determinations, Watermark may, as it deems appropriate and as applicable, consult with you, your responsible party, your physician, appropriate specialists, your legal representative, and/or representatives of your family.

18.2 If it is determined that you can no longer continue to live at the Town Center or in any higher level of care at the Community, Watermark will require you to vacate your Residence. Watermark will cooperate with you or your representative in finding a suitable health care facility, to the extent you request such assistance, but Watermark shall not be obligated to incur any expense related to such cooperation. Until you permanently vacate your Residence, you will be liable for the Monthly Service Fee during any period that you are absent from the Community.

19. DEATH OF A RESIDENT

19.1 Except for any refund that may be payable in accordance with this Agreement, Watermark will have no obligation to you or your estate under this Agreement after your death.

19.2 Two Persons. The Resident as defined under this Agreement may be two persons. The first such person who dies will no longer have any rights under this Agreement, and his estate or heirs will not have any rights under this Agreement. This Agreement will continue for the survivor as if the survivor were the only person who had signed this Agreement. If two persons who have signed this Agreement die simultaneously, or if it is impossible to determine which one survived the other, refunds that might be due will be divided equally between the estates of both persons, unless they have previously written to Watermark and given a direction for some other treatment of the refund.

19.3 Burial Arrangements. Prior to the Date of Occupancy, you must show Watermark that you have made adequate provision for burial arrangements and for the disposition of your furniture and of your other property and belongings. Watermark will accept any written instructions about these matters that may be necessary or helpful to you to carry out your wishes in the event of your death. Your estate will have thirty (30) days after your death during which all of your property and belongings must be removed from the Community. During this period, your estate will be responsible for the Monthly Service Fee. After that, Watermark has the right (but not the obligation) to remove your property and belongings, and to store or dispose of them, at its sole discretion and at the expense of your estate. Proceeds from the sale of property and belongings will be first applied to Watermark's cost of coordinating the removal, storage and disposal of the property and the balance, if any, shall be paid to your estate.

19.4 Advance Directives. If you have executed an advance directive or have designated another person as your health care agent, health care representative or attorney-in-fact, it is recommended that you provide a copy of such advance directive to Watermark, to be maintained in Watermark's files. It is also recommended that you provide any revisions or changes to your advance directive to Watermark upon the effective date of such revisions or changes. This provision will be subject to all the legal requirements that the State of Connecticut has with respect to advance directives.

20. INSPECTION/ACCESS TO YOUR RESIDENCE

20.1 Watermark and its agents, employees and contractors may enter your Residence during reasonable hours (or, in the case of an emergency, at any hour) upon such notice as is required by law or as is determined to be reasonable in order to inspect, clean, repair or alter the Residence or perform services for you as Watermark deems necessary. Watermark may require you to eliminate any unsafe or unsanitary conditions.

20.2 Non-residents of the Community other than (i) your family members and other invited guests who are not paid service providers or otherwise visiting in a commercial capacity, and (ii) Watermark and its agents, employees and contractors, including, without limitation, third-party service providers and contractors, are not authorized to enter your Residence without first registering at the Community's front desk upon each occasion of entering the Community. Watermark reserves the right to make reasonable determinations regarding admittance of such persons as circumstances may warrant.

21. SUBORDINATION

21.1 There may be mortgages and other obligations secured by the Community from time to time. Your rights under this Agreement will be subordinate to those mortgages and obligations, and to any extension, modification, renewal or replacement of those mortgages and obligations. You agree to sign any subordination agreement that Watermark may request from you. If there is a foreclosure of a mortgage or other obligation on the Community, your right to use your Residence at the Community may be at risk of termination.

21.2 Notwithstanding the foregoing, the Entrance Fee Escrow Account which holds your Entrance Fee during the Grace Period shall not be subordinated to any other loans or obligations of Watermark, and the reserve fund escrow account that Watermark has established pursuant to Connecticut law (“Reserve Fund Escrow Account”) may be subordinated only to first mortgage loans or other long-term financing obligations of Watermark. Neither the Entrance Fee Escrow Account nor the Reserve Fund Escrow Account may be pledged as collateral, invested in any building or healthcare facility of any kind, used for capital contribution or improvements or for the purchase of real estate or removed from the State of Connecticut.

22. INSURANCE POLICY - NO LIABILITY OF WATERMARK

22.1 There is a possibility that at some time you may sustain a loss or damage of your personal property in your Residence. Watermark will not be responsible for loss of or damage to your personal property, unless such loss or damage is caused by our gross negligence or the gross negligence of our employees or agents. Therefore, for your protection, you are required to purchase and maintain insurance coverage from your own insurance agent to cover your Residence with commencement of coverage on or before your Date of Occupancy, including annual renewals as necessary. This insurance will also include the appropriate coverage for any injury to another person within your Residence.

22.2 Watermark, its officers, directors, agents and employees, will not be liable to you in any way for, and you agree to indemnify, defend and hold Watermark from, claims, damages, settlements and expenses, including attorney’s fees and court costs, resulting from any loss or injury that you or others may suffer, or for any damage or theft of your property, caused by, resulting from, attributable to, or in any way connected with the negligent or intentional act or omission of you or any third person other than Watermark or Watermark’s officers, directors, agents and employees.

23. RULES, POLICIES AND GRIEVANCE PROCEDURE

The Community’s rules and regulations are set forth in the Resident Handbook available at the Community. Watermark has the right to make policies and rules for the operation of the Community, and to amend them from time to time in the sole discretion of Watermark, provided, however, these policies and rules shall not modify the specific rights provided to you under this Agreement. These policies and rules may be included in the Resident Handbook and are binding upon you and must be faithfully observed by you. Additionally, the Community’s Grievance Policy is set forth in the Resident Handbook.

24. PRIVATE EMPLOYEES

- 24.1** All outside caregivers, companions, aides, housekeepers, maintenance workers, sub-contractors and other personnel (“Private Employees”) hired directly by you, or contracted by you through any agency, including a licensed home health agency, to render services to you at the Community shall be subject to Watermark’s policies for employment of Private Employees including, without limitation, the requirements set forth in the Resident Handbook as the same may be updated from time to time pertaining to criminal background checks, proof of legal eligibility to work in the United States, appropriate professional qualifications, tuberculosis or other applicable testing, liability and worker’s compensation insurance. Private Employees must wear proper attire as determined by Watermark and must register at the front desk upon each arrival at the Community.
- 24.2** You acknowledge that Watermark is not, and will not be, responsible for (i) the quality or quantity of any services rendered by Private Employees to you; (ii) claims made for breach of any obligation by you to provide compensation, workers’ compensation or other insurance; and (iii) claims related to the breach of any statutory or regulatory obligations respecting employment and the withholding and payment of income taxes. The provisions of this limitation of responsibility, including this paragraph, shall apply even if the Private Employees are employees of Watermark, its affiliates or its related parties, who are providing such services on their own time.
- 24.3** You acknowledge that this limitation of responsibility is given for the express benefit of Watermark, its affiliates and its related parties, and the officers, directors, employees, agents, and representatives of Watermark, its affiliates or its related parties, each of whom shall be indemnified pursuant to this Section.

25. ACCESS TO YOUR HEALTH INFORMATION

For purposes of determining your qualification for admission at the Town Center and your eligibility to remain in residence at the Town Center, you hereby consent that your pertinent health and wellness records will be furnished if and when requested by Watermark. You further consent that your attending physician or other health care provider shall furnish any additional information

concerning your health or physical condition requested by Watermark. Watermark will keep all such records confidential unless disclosure of such records is required by law. When requesting access to your health information, Watermark shall comply with the Health Insurance Portability and Accountability Act (HIPAA), which regulations are codified at 45 C.F.R. Parts 160, 162 and 164, as such regulations may be amended from time to time, including without limitation, obtaining a HIPAA authorization from you, which you agree to sign, prior to accessing your health information.

26. COMPLIANCE

You will be afforded all rights and privileges under Conn. Gen. Stat. § 17b-520 et seq., which governs continuing care facilities, and all other applicable laws. The Community will comply with all municipal, state and federal laws and regulations including those related to consumer protection and protection from financial exploitation.

27. TIME OF THE ESSENCE

Time is of the essence with respect to the provisions of this Agreement.

28. NOTICES

All notices provided for in this Agreement shall be in writing and hand-delivered or mailed by registered or certified mail, postage prepaid or by express mail or recognized overnight courier, to the addresses listed below. Either party may change their address for notice purposes by providing notice to the other party of such change.

To the **RESIDENT**: Prior to move-in to the Community:
To the address shown on the signature page
of this Agreement.

Following move-in to the Community:
To the Residence identified in Exhibit A.

To **WATERMARK**: CT Watermark East Hill, LLC
c/o Executive Director
The Watermark at East Hill
611 East Hill Road
Southbury, CT 06488

29. THE ENTIRE AGREEMENT

This Agreement is the only contract between you and Watermark. It replaces any written or verbal agreements or contracts that you may have had before. You agree that neither Watermark nor any representative of Watermark made any promise to you to induce you to sign this Agreement.

30. DISCLOSURE STATEMENT AND RESIDENT HANDBOOK

You acknowledge that you received a Disclosure Statement and the Resident Handbook not more than sixty (60) days and not less than ten (10) days before the date of signing this Agreement.

31. VALIDITY

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted in such case.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

By signing this Agreement, you agree to all the terms that are contained in it.

[Signatures on the next page]

CT WATERMARK EAST HILL, LLC

By:

Its Authorized Agent
Kelly Mazza, Executive Director

Date

RESIDENT(S)

[Click to type Resident Name\(s\)](#)

Resident's Printed Name

[Click to type Resident Name\(s\)](#)

Second Resident's Printed Name

Resident's Signature

Second Resident's Signature

Date

Date

[Click to type Street Address](#)

Street Address

[Click to type Street Address](#)

Street Address

[Click to type City/State/Zip](#)

City/State/Zip

[Click to type City/State/Zip](#)

City/State/Zip

[Click to type Phone Number](#)

Telephone Number

[Click to type Phone Number](#)

Telephone Number



THE WATERMARK
AT EAST HILL

Exhibit A to Continuing Care Contract
Schedule of Certain Contract Information, Services, and Fees

Resident Name(s): _____

Resident(s)' Notice Address:

Apartment: _____

Date of Occupancy: _____

Entrance Fees		
<u>Select Contract Type:</u> <input type="checkbox"/> Traditional Contract <input type="checkbox"/> Life Care Contract	<u>Select Refund Plan:</u> <input type="checkbox"/> 80% Refund <input type="checkbox"/> Declining Refund	<u>Entrance Fee Amounts:</u> Entrance Fee – First Resident: \$ _____ Entrance Fee – Second Resident: \$ _____ Total Entrance Fee(s) \$ _____ 10% Down Payment: \$ _____ Date Paid: \$ _____ 90% Balance Due: \$ _____ Due on <u>Date of Occupancy</u>
Non-refundable Second Occupant Entrance Fee: <input type="checkbox"/> Traditional Contract <input type="checkbox"/> Life Care Contract		

One-Time Fees	
Non-refundable Community Fee	\$ _____
Other:	\$ _____
Other:	\$ _____

Monthly Fees	
Monthly Service Fee	\$ _____
Second Person Monthly Service Fee	\$ _____
Garage Parking	\$ _____
ALSA Services	\$ _____
Tier Level Charges	\$ _____
Other:	\$ _____
Other:	\$ _____
Total Monthly Fees	\$ _____

Resident Initials: _____



THE WATERMARK
AT EAST HILL

Exhibit A to Continuing Care Contract
Schedule of Certain Contract Information, Services, and Fees

Additional Information

The monthly services and fees referenced herein may change from time to time based on your needs and your selections. Watermark shall have the right to add, delete and modify the services offered and associated fees at its sole discretion; provided however, Watermark shall give you at least thirty (30) days prior written notice of any such addition, deletion or modification.

Meals

The meals included in your Monthly Service Fee as referenced in Section 5.2.1 of the Residency Agreement include continental breakfast plus your choice of lunch or dinner each day.

Away Credit. Residents away from the Community for fourteen (14) or more consecutive days are eligible for a credit. In order to qualify for the Away Credit, resident(s) must provide advance written notification prior to the date of departure to the Executive Director including applicable departure and return dates. The Away Credit is nine dollars (\$9.00) per day per person.

Late Fees. Payment of your Monthly Service Fee and other applicable charges, if any, is due on the fifth (5th) day of the month. There is a grace period until the tenth (10th) day of the month. If payment is not made by the tenth (10th) day of the month, Watermark shall impose a late charge of twenty-five dollars (\$25.00) on the eleventh (11th) day of the month, plus five dollars (\$5.00) for each day thereafter until the Monthly Service Fee and any other applicable charges and late fees are fully paid. If your check fails to clear for payment, Watermark shall charge a fifty dollar (\$50.00) cancelled check fee. Notwithstanding the foregoing, if you have authorized Watermark to process automatic recurring ACH payments for your account, then your payment due date will be extended to the fifteenth (15th) day of the month and ACH payment will be processed on such date or the next succeeding business day.

Resident Signature: _____ Date: ____ / ____ / ____

Resident Signature: _____ Date: ____ / ____ / ____

Resident Initials: _____



Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges

DINING SERVICES

Item or Service	Charge
Additional meals	\$9.00 per meal
Guest meals	\$17.00 per meal
Meal delivery	\$6.00 per meal
W Lounge	Priced per market, see menu for pricing
The Mark – Specialty Items	Priced per market, see menu for pricing
Parties or Special Events	Priced per market, see menu for pricing

ANCILLARY CHARGES – The Town Center

Note: Additional services such as medication management and assurance checks are available through Watermark’s licensed onsite Assisted Living Services Agency (ALSA).

Item or Service	Charge
Nurse Visit	\$17.50 per 15-minute increment
Dressing Supplies	\$6.50 per supply (in addition to nurse visit charge)
One-time charge to start ongoing care or services	\$100.00
Certified Nurse’s Assistant	\$30.00 per hour, billed in increments of 15 minutes (\$7.50 per 15 minutes)
Medication Management by Nurse	\$400.00 per month
Medication Reminder – phone call or visit from Certified Nursing Assistant	\$7.50 per 15-minute increment
Vitamin B-12 injections	\$17.00 per injection
Registered Dietician Assessment and Consultation	\$60.00 per hour
Wheel chair rental	\$5.00 per day
Pet Fee – one time, non-refundable (two pet limit)	\$750.00

Resident Initials: _____

MEDICATION PLANS – The Town Center

All Medication Plans include the following:	
<ul style="list-style-type: none"> • Assessments: Initial assessment upon admission; quarterly assessments thereafter • Plan of Care development with revision as indicated • Bi-weekly pre pour and review of medication • Prescription renewals and/or refills • Consultations with physicians, pharmacists, and families 	
Plan	Charge
Medication Plan A Medication set-up (pre pour)	\$450.00 per month
Medication Plan B Medication set-up (pre pour) Medication administration or reminder, once daily	\$560.00 per month
Medication Plan C (includes Assisted Living areas) Medication set-up (pre pour) Medication administration or reminder, twice daily	\$710.00 per month

PRIVATE DUTY – The Town Center, The Lodge, The Inn

Item or Service	Charge
CNA to provide assistance with bathing, dressing, grooming, other ADL's, meal management, laundry, light tidying	\$30.00 per hour
Companion/Escort to provide assistance with short shopping trips and doctor's visit	\$35.00 per trip, plus mileage (one hour maximum)

Resident Initials: _____



Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges

ANCILLARY SERVICES –The Inn, The Lodge

Item or Service	Charge
Community Fee – one time, non-refundable (not applicable if relocating within the Community and previously paid an Entrance Fee or Community Fee)	\$5,000 for first person and \$2,500 for second person, payable upon move-in
Meal and Miscellaneous Charge (Covers two additional meals per day, two snacks per day, referral services, wellness education, dietician, daily housekeeping, social services, laundry and maintenance.)	\$35.00 per day (applicable under Life Care Program when not paying then-prevailing market room & board rate)
Assisted Living Tier Charges The tiered rates are based on individual needs and determined through a personal assessment by Watermark care associates.	
Tier One	\$800.00 per month
Tier Two	\$1,600.00 per month
Tier Three	\$2,400.00 per month
Tier Four	\$3,200.00 per month
Custom Tier	Custom price based on points system
Respite Stay (short term)	\$175.00 per day
Monthly Service Fees	The Inn: \$3,300 to \$7,100 per month The Lodge: \$4,800 to \$7,400 per month

Resident Initials: _____



Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges

ANCILLARY SERVICES –The Villa

Item or Service	Charge
Community Fee – one time, non-refundable (not applicable if relocating within the Community and previously paid an Entrance Fee or Community Fee)	\$5,000 for first person and \$2,500 for second person, payable upon move-in
Memory Care Tier Charges The tiered rates are based on individual needs and determined through a personal assessment by Watermark care associates.	
Tier One	\$1,500.00 per month
Tier Two	\$3,000.00 per month
Tier Three	\$4,500.00 per month
Custom Tier	Custom price based on points system
Respite Stay (short term)	\$200.00 per day
Monthly Service Fees	\$6,600.00 per month
Villa Premium	\$1,000.00 per month (applicable under Life Care Program when not paying then-prevailing market room & board rate)

Resident Initials: _____



Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges

ANCILLARY SERVICES – Skilled Nursing

Item or Service	Charge
Private Pay Market Rate - Semi-private room - Private room	- \$425 per day - \$475 per day
Meal and Miscellaneous Charge (Covers two additional meals per day, two snacks per day, referral services, wellness education, dietician, daily housekeeping, social services, laundry and maintenance.)	\$35.00 per day (applicable under Life Care Program when not paying then-prevailing market room & board rate)
Private Room upgrade	\$50.00 per day (subject to availability if/as requested under Life Care Program when not paying then-prevailing market room & board rate)
Medical Supplies and Services	Market Rate. (Please inquire with The Springs' Director of Nurses for a current listing of products & services and associated prices.)

Resident Initials: _____



Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges

PARKING AND TRANSPORTATION

Item or Service	Charge
Garage Parking – assigned space	\$55.00 per month
Transportation to medical appointments with escort by a Certified Nursing Assistant:	
- within the Community’s local radius	\$30.00 per hour, no mileage charge
- outside the Community’s local radius	\$30.00 per hour, plus \$0.60 per mile
Mileage for local transportation - (drop-off and pick-up at local destinations)	Complimentary (Includes Southbury, Oxford, Woodbury, Roxbury, Sandy Hook)
Daily escort to/from meals by a Certified Nursing Assistant	\$150.00 per month

PLANT OPERATIONS AND MAINTENANCE

Item or Service	Charge	Notes
Additional basic maintenance services	\$27.00 per hour, per associate	
Moving furniture	\$27.00 per hour, per associate	
Replacement keys	\$15.00 per key	
Life Line		
- Supply and Install	Complimentary	
- Transfer Life Line to another location	Complimentary	
- Replacement of Pendant or Bracelet	\$100.00 per occurrence	

Resident Initials: _____

***Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges***

HOUSEKEEPING AND LAUNDRY

Item or Service	Charge
Additional basic housekeeping services	\$27.00 per hour, 30 minute minimum
Additional trash/newspaper pickup	\$5.50 per pickup
Additional specific housekeeping services, including: mattress turning, bed making, dish washing, carpet cleaning/extraction	\$27.00 per hour, 30 minute minimum
Personal laundry: wash, dry and folding <ul style="list-style-type: none"> - Half Load (1-15 items) - One Load (15-20 items) - Bedspreads - Blankets - Electric Blankets 	<ul style="list-style-type: none"> - \$7.50 per load - \$10.50 per load - \$10.00 each - \$6.50 each - \$8.50 each
Personal laundry: wash, dry and ironing <ul style="list-style-type: none"> - Pants, Shirts, Skirts - Dresses - Sheet sets 	<ul style="list-style-type: none"> - \$6.00 each - \$6.00 each - \$6.00 per set

Resident Initials: _____



Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges

MISCELLANEOUS

Item or Service	Charge	Notes
Late Payment of Monthly Service Fee (see Residency Agreement for applicable due dates and grace periods)	\$25.00 first day following grace period \$5.00 each subsequent day	
Long Term Care Insurance Assistance	\$25.00 per hour, 15 minute minimum	
Cancelled check; ACH Payment Decline	\$50.00 per occurrence	
Guest Suite with complimentary breakfast: - Single or Double- Occupancy - Rollaway Cot	- \$100.00 per night - \$10.00 per night	
Faxes, sending and receiving: - Domestic - International	- \$0.50 per page - \$2.50 per page	
Copies	\$0.10 per page	
Typing	\$2.50 per page	
Beauty/Barber services	Prices vary – see posting	
Admission to off-site events/outings	Prices vary – see calendar	
Internal move fee to a different residence within the same level of care neighborhood	\$6,000.00 in addition to outside mover costs and the like	
Parking fines for private duty caregivers parking in designated visitor, resident and/or handicapped spaces	\$50.00 per day, billed directly to resident employing the private duty caregiver	
Clean up pet ‘accidents’	\$10.00 per incident	

Resident Initials: _____



***Exhibit B to Continuing Care Contract
Schedule of Additional Fees and Charges***

Watermark shall have the right to add, delete and modify the services and corresponding charges above at its sole discretion; provided however, Watermark shall provide at least thirty (30) days prior written notice of any such addition, deletion or modification.

By signing below you indicate that you have received a copy of this Schedule of Additional Fees and Charges.

Resident Name(s): _____

Apartment: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Initials: _____



THE WATERMARK
AT EAST HILL

***Exhibit C to Continuing Care Contract
Resident's Bill of Rights***

Watermark supports your rights to:

- Live in a clean, safe and habitable private apartment;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality, and the need for privacy;
- Privacy within your private apartment, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Keep 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 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 apartment, or in such other space in the Community as may be made available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policy, procedures, and services to the Executive Director or staff, government officials, or any other person without restraint, interference, coercion, discrimination, or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the names of the service coordinator or anyone else responsible for resident care or coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;

Resident Initials: _____



THE WATERMARK
AT EAST HILL

Exhibit C to Continuing Care Contract
Resident's Bill of Rights

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

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

Department of Public Health
Facility Licensing and Investigations
410 Capitol Ave., P.O. Box 340308
MS#1 2HSR
Hartford, CT 06134-0308
860-509-7400

General:

Loan Nguyen, R.N.,
Supervising Nurse Consultant

Complaints:

Donna Ortelle,
Public Health Services Manager

Mairead Painter, State Long Term Care Ombudsman
Office of the Long Term Care Ombudsman
55 Farmington Avenue
Hartford, Connecticut 06105
Telephone: 866-388-1888 or 860-424-5200

Amber Burke, Western Regional Ombudsman
249 Thomaston Avenue
Waterbury, CT 06702
Telephone: 203-597-4181

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.

Resident Initials: _____



THE WATERMARK
AT EAST HILL

Disclosure Statement
Exhibit B
Life Care Addendum

LIFE CARE ADDENDUM TO RESIDENCY AGREEMENT

THIS LIFE CARE ADDENDUM to Residency Agreement (“Life Care Addendum”) is made and entered on **Click to select date** (the "Effective Date") by and between: **CT Watermark East Hill, LLC** (“Watermark”), a Delaware limited liability company, and **Click to type Resident Name(s)** (“Resident” or “Residents”). (If more than one person enters into this Life Care Addendum, the word "you" as used herein shall include both persons unless otherwise stated.)

RECITALS

WHEREAS, Watermark and Resident entered into that certain Residency Agreement, also known as a Continuing Care Contract, of even date herewith (the “Agreement”);

WHEREAS, Watermark and Resident intend for the Agreement to be a Life Care Contract and as such provide the Resident with certain benefits (the “Life Care Program Benefits”); and

WHEREAS, Watermark and Resident wish to enter into this Life Care Addendum in furtherance of their intentions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Watermark and the Resident agree to the following terms and conditions:

1. Terms.

- 1.1 The Agreement, together with this Life Care Addendum, are together referred to herein as the “Life Care Contract.”
- 1.2 Any capitalized terms used in this Life Care Addendum and not defined herein shall be as otherwise set forth and defined in the Agreement.
- 1.3 The words “**you**” and “**your**” as used herein refer to the Resident named in the introduction of this Life Care Addendum, and if more than one person is named in the introduction of this Life Care Addendum, the word "you" and “**your**” as used herein shall include both persons unless otherwise stated.

2. Health Care Benefit.

- 2.1 As a party to a Life Care Contract at the Community, you will be eligible, as of the date set forth in Section 3.1 below and commencing upon written order of Watermark’s Medical Director or your primary physician, to transfer permanently to a Standard Accommodation, as defined below, in the designated higher level of care area within the Community. As of the date hereof such areas include “The Lodge” (independent living with enhanced access to assisted living services), “The Inn” (assisted living), “The Villa” (memory care), and “The Springs” (skilled nursing), which are all a part of the continuum of care located at the Community and these areas are collectively referred to as the “Health Center.”

Resident Initials: _____

- 2.2 This benefit (the “Health Care Benefit”) is subject to certain conditions and limitations as described in this Section 3 of this Life Care Addendum.
- 2.3 The Health Care Benefit will not apply to temporary stays in the Health Center while you still retain occupancy rights on your Residence in the Town Center. For such temporary stays, you will be charged the prevailing private payment daily rate for the applicable level of care. Notwithstanding the foregoing, if such temporary stay is eligible for coverage by Medicare or other insurance accepted by Watermark, applicable third-party payment will be processed and you agree to pay any additional charges not covered by Medicare or such other insurance.

3. Benefit Contingencies.

The Health Care Benefit is contingent upon the following:

- 3.1 Eligibility for the Health Care Benefit begins on the later to occur of (i) your Date of Occupancy, or (ii) the date you paid your Entrance Fee Balance.
- 3.2 The Health Care Benefit shall commence when you permanently move out of your Residence and become a permanent resident at The Lodge, The Inn, The Villa, or The Springs as described in Section 17 of the Agreement.
- 3.3 The Health Care Benefit applies to transfers to the following accommodations: (i) in The Lodge, a one bedroom standard apartment, or a single bedroom ‘companion-living’ accommodation in a two bedroom deluxe or two bedroom combo apartment, (ii) in The Inn, a studio apartment, (iii) in The Villa, a studio apartment (subject to clause 3.6 below), or (iv) in the Springs, a bed in a semi-private room. The foregoing accommodations each individually qualify as a “Standard Accommodation.” A semi-private room will be considered a Standard Accommodation if Section 3.4 is applicable.
- 3.4 If accommodation is not available in The Lodge, The Inn, The Villa or The Springs, you will be eligible to be admitted temporarily to a comparable facility at Watermark’s discretion and will be put on a priority list for the appropriate level of care at the Community. If you choose not to return to Watermark at the time the accommodation becomes available, this Life Care Contract will be cancelled and the Health Care Benefit will terminate.
- 3.5 Upon transfer to The Lodge, The Inn, The Villa or The Springs, you agree to sign a separate addendum pertaining to occupancy in The Lodge, The Inn, The Villa, or Springs, as applicable (the “Level-of-Care Addendum”) which shall be an addendum to this Life Care Contract.

Resident Initials: _____

- 3.6 If you permanently move to The Villa under the Health Care Benefit, you will be charged a “Villa Premium” in respect of The Villa’s unique and specialized services and programming. The Villa Premium is a monthly fee that will be added to your other monthly fees and charges. Exhibit B includes the currently prevailing amount of the Villa Premium, which amount is subject to periodic modification by Watermark upon not less than 30 days’ advance written notice.

4. Financial Considerations.

- 4.1 If you transfer permanently to a Standard Accommodation in the Health Center, you shall continue to be responsible for payment of the Monthly Service Fee (including Second Person Monthly Service Fee) and applicable charges on your Exhibit B schedule of services then in effect, and shall also be responsible (without duplication) for the following:

4.1.1 “Meal and Miscellaneous Charge,” which covers two additional meals and two snacks per day, referral services and wellness education. The charge for this service in effect as of the Effective Date is outlined in Exhibit B. Watermark may increase such charge and revise Exhibit B from time to time by providing residents of the Community thirty (30) days prior written notice thereof.

4.1.2 Payment for any and all additional required or requested medical and related services (“Non-covered Costs”), which are not covered by the Monthly Service Fee, including, but not limited to, the following:

- (i) Personal physician services, dental care, physical and occupational therapy, special nurses, hospice services, non-house medical supplies, durable medical equipment and drugs and medication;
- (ii) Any and all costs related to emergency and/or hospital care, including, but not limited to, emergency physicians, paramedic, ambulance, etc;
- (iii) Any and all costs related to additional services or supplies provided at your request;
- (iv) Home care services, as needed or requested by you. You have the option to select a home health care agency of your choice, or, if appropriate, the licensed assisted living services agency (“ALSA”) located at the Community; and
- (v) Additional charges for occupancy in a non-Standard Accommodation, when at your request.

Resident Initials: _____

4.1.3 Payment for any and all additional care services in The Lodge, The Inn and/or The Villa (“Tier Charges”) beyond those in the “Base Tier” as follows:

- (i) Tier Charges for additional levels of services (“Tiers”) that you require or may in the future require. The current Tier Charges in effect as of the Effective Date are outlined in Exhibit B. Watermark may increase such charges and revise Exhibit B from time to time by providing residents of the Community thirty (30) days prior written notice thereof;
- (ii) To determine whether and to what extent you require additional care services, Watermark will conduct a baseline functional assessment prior to or upon move in to The Lodge, The Inn and/or The Villa, and periodically thereafter (e.g., when you exhibit a change in condition). Your needs, and the appropriate Tier, if applicable, will be documented in an Individualized Service Plan that you and your family or responsible party will sign.
- (iii) Watermark will update your Individualized Service Plan and Tier designation as necessary to reflect changes in your condition as determined by subsequent functional assessments. Any resulting change in Tier Charges will become effective immediately;
- (iv) Watermark may modify the Tier program for assisted living services, and may introduce new programs for such services and the payment for such services at any time by providing residents of the Community thirty (30) days prior written notice thereof.

4.1.4 Additional Non-covered Costs that Watermark may from time to time identify, whether of a medical/health nature or otherwise, for which you will be financially responsible. Watermark will notify you in writing at least thirty (30) days in advance of any such additional Non-covered Cost becoming effective.

4.2 Watermark may receive (either directly or by payment by you if you receive the payment) any applicable payments made under Medicare or any other health insurance plan. You will be required to pay for any health services not covered by this Life Care Contract, by Medicare or by other insurance.

4.3 If your Residence is occupied by two persons, and one of you permanently transfers to The Lodge, The Inn, The Villa or The Springs, the non-transferring Resident remaining in the Residence must continue to pay the Monthly Service Fee for single occupancy and the permanently transferring Resident must continue to pay the Second Person Monthly Service Fee.

Resident Initials: _____

5. Ratification of Agreement.

Except as specifically modified by this Life Care Addendum, the Agreement shall be and remain in full force and effect and is hereby ratified by the parties. To the extent that this Life Care Addendum conflicts with any of the provisions of the Agreement, this Life Care Addendum shall control and supersede the Agreement with respect to the subject matter hereof.

6. Governing Law.

This Life Care Addendum shall be governed by and construed in accordance with the laws of the State of Connecticut.

7. Entire Agreement.

The Agreement and this Life Care Addendum contain all of the terms and conditions agreed upon by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written not expressly set forth herein, are of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Life Care Addendum as of the date first above written.

CT WATERMARK EAST HILL, LLC

By: _____
Authorized Agent
Kelly Mazza, Executive Director

RESIDENT(S)

[Click to type Resident Name\(s\)](#)

Resident's Printed Name

Resident's Signature

Date

[Click to type Resident Name\(s\)](#)

Second Resident's Printed Name

Second Resident's Signature

Date

Resident Initials: _____



Disclosure Statement
Exhibit C
Financial Statements

Statement begins on next page.

CT WATERMARK EAST HILL, LLC

**YEAR ENDED DECEMBER 31, 2017 AND
JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016**

CT WATERMARK EAST HILL, LLC

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

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Independent Auditors' Report

Member and Management
CT Watermark East Hill, LLC
Tucson, Arizona

We have audited the accompanying financial statements of CT Watermark East Hill, LLC, which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations and member's deficiency and cash flows for the year ended December 31, 2017 and June 1, 2016 (Inception) to December 31, 2016, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CT Watermark East Hill, LLC as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the year ended December 31, 2017 and June 1, 2016 (Inception) to December 31, 2016, in accordance with accounting principles generally accepted in the United States of America.

Correction of Error

As discussed in Note 11 to the financial statements, certain errors resulting in overstatement of property and equipment acquired under capital lease as of December 31, 2016 were discovered by management of the Company during the current year. Accordingly, amounts reported for property and equipment and due to member have been restated in the 2016 financial statement now presented, to correct the error. Our opinion is not modified with respect to that matter.

Beach Fleischman PC

Tucson, Arizona
March 30, 2018

CT WATERMARK EAST HILL, LLC

BALANCE SHEETS

DECEMBER 31, 2017 AND 2016

ASSETS

	<u>2017</u>	<u>Restated 2016</u>
Current assets:		
Cash and cash equivalents	\$ 2,417,979	\$ 172,135
Accounts receivable, net	306,146	346,844
Other receivables	460,865	551,569
Prepaid expenses	<u>172,568</u>	<u>183,336</u>
Total current assets	3,357,558	1,253,884
Property and equipment, net	20,247,625	17,747,650
Restricted deposits	2,491,111	2,129,612
Residential contract intangibles, net	<u>15,988,643</u>	<u>18,480,380</u>
	<u>\$ 42,084,937</u>	<u>\$ 39,611,526</u>

LIABILITIES AND MEMBER'S DEFICIENCY

Current liabilities:		
Current portion of capital lease obligation	\$ 747,086	\$ 547,440
Accounts payable	521,284	369,156
Accrued expenses	<u>1,345,363</u>	<u>1,329,577</u>
Total current liabilities	2,613,733	2,246,173
Capital lease obligation, net of current portion	21,095,891	18,726,097
Refundable entrance fees	19,544,768	18,004,183
Unearned nonrefundable entrance fees	3,794,367	2,310,031
Due to member	<u>2,011,472</u>	<u>938,932</u>
	<u>49,060,231</u>	<u>42,225,416</u>
Commitments and contingencies		
Member's deficiency	<u>(6,975,294)</u>	<u>(2,613,890)</u>
	<u>\$ 42,084,937</u>	<u>\$ 39,611,526</u>

See notes to financial statements.

CT WATERMARK EAST HILL, LLC

STATEMENTS OF OPERATIONS AND MEMBER'S DEFICIENCY

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

	<u>2017</u>	<u>2016</u>
Revenues:		
Resident	\$ 7,158,801	\$ 3,872,761
Healthcare, net	4,143,692	2,560,757
Food services	507,376	241,569
Entrance fee amortization	493,266	141,782
Other	<u>58,025</u>	<u>39,022</u>
	<u>12,361,160</u>	<u>6,855,891</u>
Operating expenses:		
Community operations	11,782,972	6,816,769
Amortization of residential contract intangibles	2,491,737	1,453,513
Depreciation and amortization	<u>1,326,968</u>	<u>669,149</u>
	<u>15,601,677</u>	<u>8,939,431</u>
Loss from operations	<u>(3,240,517)</u>	<u>(2,083,540)</u>
Other income (expense):		
Interest expense	(1,137,293)	(540,295)
Interest income	<u>16,406</u>	<u>9,945</u>
	<u>(1,120,887)</u>	<u>(530,350)</u>
Net loss	(4,361,404)	(2,613,890)
Member's deficiency, beginning	<u>(2,613,890)</u>	<u>-</u>
Member's deficiency, ending	<u>\$ (6,975,294)</u>	<u>\$ (2,613,890)</u>

See notes to financial statements.

CT WATERMARK EAST HILL, LLC

STATEMENTS OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

	<u>2017</u>	<u>Restated 2016</u>
Cash flows from operating activities:		
Net loss	\$ (4,361,404)	\$ (2,613,890)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,326,968	669,149
Amortization of residential contract intangibles	2,491,737	1,453,513
Provision for bad debts	85,121	7,699
Lease closing expenses	-	105,163
Amortization of entrance fee	(493,266)	(141,782)
Changes in operating assets and liabilities:		
Accounts receivable	(44,423)	(354,543)
Other receivables	90,704	(494,594)
Prepaid expenses	10,768	13,666
Restricted deposits	(361,499)	(442,112)
Accounts payable	152,128	369,156
Accrued expenses	15,786	553,626
Total adjustments	<u>3,274,024</u>	<u>1,738,941</u>
Net cash used in operating activities	<u>(1,087,380)</u>	<u>(874,949)</u>
Cash flows from investing activities:		
Purchases of property and equipment	<u>(3,939,695)</u>	<u>(1,547,271)</u>
Net cash used in investing activities	<u>(3,939,695)</u>	<u>(1,547,271)</u>
Cash flows from financing activities:		
Proceeds of facility improvement funds	3,270,719	406,177
Principal payments on capital lease obligation	(588,527)	(360,826)
Receipts of entrance fees	4,848,440	1,407,850
Refunds of entrance fees	(1,330,253)	(468,936)
Advances from member	<u>1,072,540</u>	<u>1,610,090</u>
Net cash provided by financing activities	<u>7,272,919</u>	<u>2,594,355</u>
Net increase in cash and cash equivalents	2,245,844	172,135
Cash and cash equivalents, beginning	<u>172,135</u>	<u>-</u>
Cash and cash equivalents, ending	<u>\$ 2,417,979</u>	<u>\$ 172,135</u>

See notes to financial statements.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

1. Description of business and summary of significant accounting policies:

Description of business:

CT Watermark East Hill, LLC (the Company or Community) was organized in November 2015 under the laws of Delaware and commenced operations in June 2016 (inception). The Company operates a continuing care retirement community (CCRC) offering independent and assisted living, memory care, skilled nursing and rehabilitation for the elderly located in Southbury, Connecticut. As a limited liability company, the liability of the member is limited.

Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents:

The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

The Company places its cash and cash equivalents with various credit institutions. At times, such investments may be in excess of the FDIC insurance limit; however, management does not believe it is exposed to any significant credit risk on cash and cash equivalents.

Accounts receivable:

The Company grants unsecured credit to its residents and third-party payors without interest. Accounts receivable are considered past due after 30 days. The Company provides an allowance for doubtful accounts equal to the estimated collection losses that will be incurred. The estimated losses are based on historical collection experience coupled with review of the current status of existing receivables. Doubtful accounts are periodically reviewed for collectibility and written off at the time of such determination.

Property, equipment, depreciation and amortization:

Property and equipment are stated at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful lives of the assets.

Property and equipment acquired under capital lease is stated at cost or the asset's net present value of future lease payments at the date of the lease. Amortization is provided using the straight-line method over the estimated useful lives of the assets, or lease term, and is included with depreciation expense.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

1. Description of business and summary of significant accounting policies (continued):

Restricted deposits:

Restricted deposits consists primarily of funds required by state regulations for continuing care retirement communities. The operating reserve fund, which is required to be established per the Connecticut Continuing Care Retirement Community regulations, equals six months of lease payments and one month of operational expenses related to the Community. The Company is also required to maintain an escrow account for prospective residents equal to 10% of the total amounts due upon execution of a continuing care contract, to reserve a unit and be placed on the waiting list. The deposit is held in escrow and is refundable, as defined in the residency agreement, during the resident's 30-day right of rescission period or until occupancy, at which time it becomes nonrefundable.

In addition to the funds required by state regulations, the Company is required to make additional security deposits, as defined in their capital lease agreement. See Note 5.

Residential contract intangibles:

Residential contract intangibles in the amount of \$19,933,893 represent the value of refundable and nonrefundable entrance fees assumed at inception of the lease with EL FW Intermediary I, LLC (East Lake). The residential contract intangibles are amortized over the average remaining actuarially determined life expectancies of the residents at lease inception under the entry fee agreements of 8 years. At December 31, 2017 and 2016, \$3,945,250 and \$1,453,513 has been amortized and is included in the accompanying statement of operations and member's deficiency.

Amortization expense expected over the next five years is as follows:

Year ending <u>December 31,</u>	
2018	\$ 2,491,737
2019	2,491,737
2020	2,491,737
2021	2,491,737
2022	2,491,737

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

1. Description of business and summary of significant accounting policies (continued):

Unearned nonrefundable and refundable entrance fees:

The Company provides housing to residents under an entrance fee agreement containing an agreed-upon percentage from 0% to 90% that is refundable to the resident or the resident's estate. Refundable fees, which are contingent upon re-occupancy or the expiration of three years from the the date of cancellation, are recorded as refundable entrance fees and are not amortized. At December 31, 2017 and 2016, refundable entrance fees totaling \$6,213,363 and \$5,499,575 are payable pending re-occupancy to the resident or the resident's estate and are classified as noncurrent liabilities, because the three years from cancellation, if applicable, has not lapsed. Fees paid by a resident upon entering into a continuing care contract, net of the portion thereof that is refundable to the resident, are recorded as unearned nonrefundable entrance fees and are amortized to revenue using the straight-line method over the estimated life expectancy of the resident, utilizing an annually adjusted projection based on expected mortality of the resident.

Declining contracts call for a variable refund of the entrance fees upon the unit being re-occupied. The refundable portion of the entrance fee is initially 90%, then declines by 2% per month thereafter, becoming fully nonrefundable after 46 months. The entrance fees are amortized to revenue over the estimated life expectancy of the resident, utilizing an annually adjusted projection based on expected mortality of the resident. At December 31, 2017 and 2016, \$3,050,415 and \$2,108,482 in declining contracts would be payable upon move out of the resident and are included in unearned nonrefundable entrance fees in the accompanying balance sheets.

Obligation to provide future services:

The Company annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balances of unearned nonrefundable entrance fees and expected revenues from monthly fees. If the present value of the net cost of future services and use of facilities exceeds the unearned nonrefundable entrance fees and expected future revenues, a liability will be recorded with a corresponding charge to income. At December 31, 2017 and 2016, no obligation was required as the present value of the expected revenues and unearned nonrefundable revenues from entrance fees using a discount rate of 4.5% and 6% exceeded the net cost of future services and use of the facilities.

Revenue recognition:

Resident revenue generally includes the amounts due from residents and third-party payors based on the residency days provided at the Community. Healthcare revenue includes the amounts due from patients or other third-party payors based on the patient days and level of care provided to the patients at the Community's skilled nursing facility. The resident and healthcare revenues are reported at the contracted amounts due from the residents or other third-party payors based on the rates established in the residence and care agreements or under contract with the third party for the level of care provided. Food services revenues are recognized when services are rendered.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

1. Description of business and summary of significant accounting policies (continued):

Income taxes:

The Company is a single-member limited liability company and, as such, is a disregarded entity for tax purposes. As a result, the Company does not pay corporate income taxes on its taxable income. The member reports its share of the Company's taxable income, whether or not distributed, and is entitled to deduct its share of net losses to the extent of its tax basis. Accordingly, no provision for income taxes is provided in the accompanying financial statements.

GAAP requires management to perform an evaluation of all tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions meet a "more likely than not" standard of being sustained under examination by the applicable taxing authorities. Management has performed its evaluation of tax positions and has determined that there were no positions that do not meet the "more likely than not" standard.

From time to time, the Company may be subject to penalties assessed by various taxing authorities, which will be classified as operating expenses, if they occur.

Subsequent events:

The Company's management has evaluated the events that have occurred subsequent to December 31, 2017 through , the date that the financial statements were available to be issued. Management has no responsibility to update these financial statements for events and circumstances occurring after this date.

2. Accounts receivable:

	<u>2017</u>	<u>2016</u>
Accounts receivable	\$ 352,664	\$ 348,328
Less allowance for doubtful accounts	<u>46,518</u>	<u>1,484</u>
	<u>\$ 306,146</u>	<u>\$ 346,844</u>

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

3. Property and equipment:

	<u>2017</u>	<u>Restated 2016</u>
Land	\$ 3,205,592	\$ 3,112,827
Building and improvements	15,569,240	13,339,727
Equipment	3,371,425	1,723,400
Construction in progress	<u>97,485</u>	<u>240,844</u>
	22,243,742	18,416,798
Less accumulated depreciation and amortization	<u>1,996,117</u>	<u>669,148</u>
	<u>\$ 20,247,625</u>	<u>\$ 17,747,650</u>

4. Restricted deposits:

	<u>2017</u>	<u>2016</u>
Operating reserve funds	\$ 1,778,773	\$ 1,766,070
Reservation and waitlist deposits	64,921	82,226
Capital lease deposits	647,417	281,250
Other	<u>-</u>	<u>66</u>
	<u>\$ 2,491,111</u>	<u>\$ 2,129,612</u>

Management calculated the Company's operating reserve fund requirement under Connecticut CCRC regulations to equal approximately \$2,053,000 and \$1,766,000 at December 31, 2017 and 2016. The Company has \$2,426,190 and \$2,047,320 at December 31, 2017 and 2016 on deposit with its member to satisfy this regulation.

5. Capital lease obligation:

In June 2016, CT Watermark Operator, LLC (CT Operator), the Company's member, entered into a lease agreement with East Lake to lease property and equipment to operate the Community. The initial lease term was 15 years. Simultaneous with the inception of the lease, CT Operator entered into sublease agreements with the Company and CT Watermark 3030, LLC (CT 3030), a related party through common ownership, (Subtenants), to transfer all of its obligations under the lease to the Subtenants for the term of the leases.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

5. Capital lease obligation (continued):

At close, East Lake advanced CT Operator \$4,500,000 to be used to satisfy the operating reserve fund requirements of the State of Connecticut. Of this amount, \$1,687,500 was allocated to the Company, which is included in restricted deposits at December 31, 2017 and 2016. The gross amount of the lease capitalized at close, based on the Company's incremental borrowing rate of 5.56%, was \$19,228,186. Subject to the satisfaction of certain conditions, the Company can receive advances under the lease of up to \$10,000,000 for facility improvements, as defined, to the Community. For 2017 and 2016, the Company has received \$3,270,719 and \$422,163 for facility improvements and capitalized the advances using the Company's incremental borrowing rate.

CT Operator was required to deposit into escrow \$2,000,000 at close to be used as security deposits, in the event of default. In addition, the Company is required to make monthly additional deposits equal to the lesser of a) \$125,000 multiplied by the number of deposit dates since July 2016, less amounts previously deposited and b) the net cash flow for the preceding twelve months less amounts previously deposited, until the total deposit equals nine times the then-applicable monthly rent. The Company's share of these amounts, which are included in restricted deposits, total \$647,417 and \$281,250 at December 31, 2017 and 2016. CT Operator is also required to deposit or expend an annual amount equal to \$954,000, of which the Company's allocation is \$357,750, to be used for routine capital expenditures.

The lease is guaranteed by Watermark Retirement Communities of Connecticut, LLC (WRCC), a related party through common ownership, and is collateralized by substantially all assets of the Company.

The Company has recorded asset costs of \$20,430,069 and \$17,276,380 and accumulated amortization of \$1,832,260 and \$642,909 at December 31, 2017 and 2016, related to the capital lease.

Minimum future annual payments under capital leases are as follows:

Year ending <u>December 31,</u>	
2018	\$ 1,944,072
2019	2,016,976
2020	2,083,647
2021	2,146,159
2022	2,210,540
Thereafter	<u>21,427,680</u>
	31,829,074
Less amount representing interest	<u>9,986,097</u>
Net present value of minimum lease payments	21,842,977
Less current portion	<u>747,086</u>
	<u>\$ 21,095,891</u>

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

6. Related party transactions:

Due to member:

The Company received advances from CT Operator, to satisfy certain requirements of the lease with East Lake, including additional deposits. These advances are noninterest bearing, unsecured and due on demand; however, management does not expect repayment in the near term and, therefore, has classified them as noncurrent. The total outstanding advances payable at December 31, 2017 and 2016 are \$2,011,472 and \$938,932.

Management fees:

The Community is managed by WRCC. Under the terms of the management agreement, the Community is charged a monthly management fee equal to the greater of \$15,000 or 5% of gross revenue, as defined. Total management fee expense for 2017 and 2016 was \$657,305 and \$364,562. The Company has a credit for overpayment of management fees of \$3,817 and \$22,147 that are netted against accrued expenses at December 31, 2017 and 2016.

Reimbursable expense:

Under the terms of the management agreement, WRCC incurs certain expenses on behalf of the Community related to travel, marketing and miscellaneous office expenses. Reimbursable expenses for 2017 and 2016, which are included in community operations in the accompanying statement of operations and member's deficiency, were \$478,008 and \$210,101. Additionally, at December 31, 2017 and 2016, the Company has accrued \$60,137 and \$37,886 to WRCC for reimbursable expenses, which are included in accrued expenses.

7. Commitments and contingencies:

Litigation:

From time to time, the Company may be involved in litigation and claims arising in the normal course of operations. It is not possible to predict with certainty whether or not the Company will ultimately be successful in any legal matters or, if not, what the impact might be. However, the Company's management does not expect that any legal proceedings will have a material adverse effect on the Company's financial position, results of operations or cash flows.

The Company insures its malpractice risks on an occurrence basis with a third party insurer. Under this type of policy, claims based on occurrences during its term, but reported subsequently will be insured should the policy not be renewed or replaced with other coverage. The Company intends to renew coverage on an occurrence basis and anticipates that such coverage will be available. There were no known malpractice claims outstanding at December 31, 2017 and 2016.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

7. Commitments and contingencies (continued):

Litigation (continued):

The Company carries a broad range of insurance coverage, including general and business auto liability, commercial property, worker's compensation, general liability umbrella and excess liability umbrella policy. The Company has not incurred significant claims on insurance policies. These insurance agreements are zero deductible plans. The policies, however, do not extinguish or provide legal release from the Company's obligation prior to payment to harmed parties.

Healthcare regulatory environment:

The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Company is in compliance with fraud and abuse as well as other applicable government laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. Revenues from the Medicare program accounted for approximately 11% and 14% of total operating revenues in 2017 and 2016.

8. Employee benefit plan:

The Company participates in a defined contribution profit sharing plan (Plan) sponsored by Watermark Retirement Communities, Inc., a company under common ownership, that incorporates 401(k) provisions. The Plan permits eligible employees to make elective deferrals subject to current statutory limits. The Company may also make discretionary matching and/or profit sharing contributions to the Plan. The Company's contributions under the Plan were \$54,334 and \$23,367 for 2017 and 2016.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

9. Concentration of credit risk:

The Company grants credit without collateral to its residents and patients, many of whom are under third-party payor agreements which include Medicare and others, including private payors and commercial carriers. The following table summarizes the percent of gross accounts receivable from all payors at December 31:

	<u>2017</u>	<u>2016</u>
Medicare	27 %	51 %
Commercial	19	14
Private pay and other	<u>54</u>	<u>35</u>
	<u>100 %</u>	<u>100 %</u>

10. Statement of cash flows:

Supplemental disclosure of cash flow information:

Cash paid for interest during 2017 and 2016 was \$1,137,293 and \$540,295.

Noncash investing and financing information:

During 2016, the Company acquired property and equipment and operating reserve funds under a capital lease arrangement. Related to this transaction, the Company recognized the following noncash activity:

	<u>Restated</u>
Increase in other receivables	\$ (56,975)
Increase in prepaid expenses	(197,002)
Increase in property and equipment	(16,869,528)
Increase in restricted deposits	(1,687,500)
Increase in resident contract intangibles	(19,933,893)
Increase in capital lease obligations	19,228,186
Increase in accrued expenses	775,951
Increase in due from member	(671,158)
Increase in refundable entrance fees	17,620,707
Increase in unearned nonrefundable entrance fees	<u>1,896,375</u>
Lease closing expenses	<u>\$ 105,163</u>

During 2017, the Company acquired property and equipment under a capital lease arrangement in the amount of \$112,752.

CT WATERMARK EAST HILL, LLC

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

YEAR ENDED DECEMBER 31, 2017 AND JUNE 1, 2016 (INCEPTION) TO DECEMBER 31, 2016

11. Prior period adjustment:

Subsequent to the issuance of the 2016 Company's financial statements, management discovered errors that resulted in the overstatement of property and equipment acquired under capital lease. Property and equipment were overstated by \$671,158 and due to member was overstated by \$671,158. The error, which resulted in no change to net loss for 2016 or to member's deficiency at December 31, 2016, has been recorded as a restatement for 2016.

12 Pending pronouncements:

In May 2014, the FASB issued ASU 2014-09 "Revenue from Contracts with Customers." ASU 2014-09 applies to contracts with customers, excluding, most notably, insurance and leasing contracts. ASU 2014-09 prescribes a framework in accounting for revenues from contracts within its scope, including (a) identifying the contract, (b) identifying the performance obligations under the contract, (c) determining the transaction price, (d) allocating the transaction price to the identified performance obligations and (e) recognizing revenues as the identified performance obligations are satisfied. ASU 2014-09 also prescribes additional financial statement presentations and disclosures. ASU 2014-09 is effective for reporting periods beginning after December 15, 2018, with early adoption permitted.

In February 2016, the FASB issued ASU 2016-02 "Leases." ASU 2016-02 requires a lessee to recognize in the statement of financial position a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for the lease term, along with additional qualitative and quantitative disclosures. ASU 2016-02 is effective for reporting periods beginning after December 15, 2019, with early adoption permitted.

Management is currently evaluating the effect that these standards will have on the financial statements.



Disclosure Statement
Exhibit D
Sworn Statement of Escrow Agent

Statement appears on next page.



Disclosure Statement
Exhibit E

Cash Flow Projections

ASSUMPTIONS USED IN PROJECTIONS

Revenues

Projections of revenues from The Town Center and The Health Center room and board fees, other operating revenues, entrance fees and entrance fee refunds are generally based on current in-place rates and market prices, with an assumed annual inflationary growth rate of 3.5%, and take into account estimated occupancy levels, projected health care and other service levels, new resident move-in volume, and attrition. Occupancy rates as of June 2018 are: 74% in The Town Center, 95% in The Lodge, 92% in The Inn, 93% in The Villa, and 91% in The Springs.

Other Income

Other income includes revenues from resident services, home care services, respite services, additional meals, ancillary health care services, services provided by our Assisted Living Services Agency (ALSA), and similar sources.

Entrance Fees and Refunds

Projections of net revenues from entrance fees and entrance fee refunds are based on the current schedule of entrance fee prices and anticipated annual increases thereof, the estimated number of new residents moving into the Community under Residency Agreements each year, an estimated mix of contract types and refund plans selected by such new residents, and estimates of the entrance fee refunds that would become payable as a result of such new resident occupancies.

Operating Expenses

Projected operating expenses are based on 2018 budgeted expenses and increased annually at an assumed 3.5% inflationary growth rate and adjusted by assumed occupancy levels as applicable.

Capital Investments

Projected capital expenditures for 2018 of approximately \$1.7 million is the budgeted cost of planned 2018 improvements in the Community's property and building systems. This amount includes \$0.5 million in annual capital maintenance required under the lease documents, plus \$1.2 million in additional discretionary investments into the Community that the Provider plans to make in 2018. Figures for subsequent years reflect base-level annual capital maintenance requirements, increased by inflationary rates.

Lease Payments

Lease Payments are projected based on the terms of the Lease.



THE WATERMARK
AT EAST HILL

**CASH FLOW STATEMENT
PROJECTIONS (2018 - 2020)**

	2018	2019	2020
(\$)			
Operating Revenues:			
Town Center Room & Board	5,348,921	5,562,877.63	5,785,393
Health Center Room & Board	5,659,913	5,858,010	6,063,040
Other Revenues	1,747,169	1,808,319.71	1,871,611
	12,756,002	13,229,207	13,720,044
Operating Expenses:			
General Operations	7,530,782	7,815,698	8,111,526
Nursing/Ancillaries	3,725,167	3,855,548.05	3,990,492
Marketing/Sales	842,390	871,874.06	902,390
	12,098,340	12,543,120	13,004,408
Operating Revenues in excess of Expenses	657,662	686,087	715,636
Other Cash Sources and Uses:			
Entrance Fees and Refunds, net	3,500,000	2,975,000	3,064,250
Capital Investments - Amount invested	(1,700,000)	(500,000)	(515,000)
Lease Payments	(2,011,654)	(2,080,713)	(2,150,794)
Net Cash Flow	446,008	1,080,373	1,114,092

Comparison of prior projections to actual results:

In the Provider's prior Disclosure Statement, the projection for overall Operating Cash Flow before Capital Expenditures and Lease Payments for the period commencing June 1, 2016 (being Provider's inception of operations) and ending December 31, 2017 was \$5,550,326. The actual result was \$5,321,126. The resulting variance is (\$229,200) or (4.1%), which the Provider considers to be within a range of usual and customary projection variance.

In the Provider's prior Disclosure Statement, the projection for Capital Expenditures for the period commencing June 1, 2016 and ending December 31, 2017 was \$932,030. The actual level of capital expenditures which Provider invested in the Community during this period was \$5.3 million. The reason for the variance is that the advance projections included only a standard reserve for routine maintenance capital expenditures, whereas the Provider elected to make a number of discretionary investments to improve, renovate and upgrade the Community.



Disclosure Statement
Exhibit F
Fees - Historical

<i>Apartment Type</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>
One Bedroom Standard – Traditional Contract					
Entrance Fee – Declining	\$99,900	\$99,900	\$79,900	\$79,900	\$110,000
Entrance Fee – 80% Refund	\$164,850	\$149,850	\$119,850	\$119,850	\$181,500
Monthly Service Fee	\$2,104	\$2,295	\$2,295	\$2,295	\$2,000
One Bedroom Standard – Life Care Contract					
Entrance Fee – Declining	\$99,900	\$99,900	\$79,900	\$79,900	\$150,000
Entrance Fee – 80% Refund	\$164,850	\$149,850	\$119,850	\$119,850	\$247,500
Monthly Service Fee	\$3,304	\$3,495	\$3,495	\$3,495	\$2,500
One Bedroom Deluxe – Traditional Contract					
Entrance Fee – Declining	\$150,000	\$150,000	\$124,900	\$124,900	\$140,000
Entrance Fee – 80% Refund	\$247,500	\$225,000	\$187,350	\$187,350	\$231,000
Monthly Service Fee	\$2,643	\$2,695	\$2,395	\$2,395	\$2,200
One Bedroom Deluxe – Life Care Contract					
Entrance Fee – Declining	\$150,000	\$150,000	\$124,900	\$124,900	\$180,000
Entrance Fee – 80% Refund	\$247,500	\$225,000	\$187,350	\$187,350	\$297,000
Monthly Service Fee	\$3,843	\$3,895	\$3,595	\$3,595	\$2,800
Two Bedroom Standard – Traditional Contract					
Entrance Fee – Declining	\$189,000	\$189,000	\$199,900	\$199,900	\$185,000
Entrance Fee – 80% Refund	\$298,500	\$283,500	\$299,850	\$299,850	\$305,250
Monthly Service Fee	\$2,936	\$3,250	\$3,195	\$3,195	\$2,500
Two Bedroom Standard – Life Care Contract					
Entrance Fee – Declining	\$189,000	\$189,000	\$199,900	\$199,900	\$225,000
Entrance Fee – 80% Refund	\$298,500	\$283,500	\$299,850	\$299,850	\$371,250
Monthly Service Fee	\$4,136	\$4,450	\$4,395	\$4,395	\$3,100

Continued on next page

Fees – Historical (continued)

<i>Apartment Type</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>
Two Bedroom Deluxe – Traditional Contract					
Entrance Fee – Declining	\$316,500	\$316,500	\$259,900	\$259,900	\$245,000
Entrance Fee – 80% Refund	\$489,750	\$475,000	\$389,850	\$389,850	\$404,250
Monthly Service Fee	\$3,379	\$3,425	\$3,195	\$3,395	\$2,700
Two Bedroom Deluxe – Life Care Contract					
Entrance Fee – Declining	\$316,500	\$316,500	\$259,900	\$259,900	\$285,000
Entrance Fee – 80% Refund	\$489,750	\$475,000	\$389,850	\$389,850	\$470,250
Monthly Service Fee	\$4,579	\$4,625	\$4,595	\$4,595	\$3,400
Two Bedroom Combo – Traditional Contract					
Entrance Fee – Declining	\$350,000	\$350,000	\$329,900	\$329,900	\$290,000
Entrance Fee – 80% Refund	\$536,250	\$525,000	\$494,850	\$494,850	\$478,500
Monthly Service Fee	\$3,667	\$3,995	\$3,995	\$3,995	\$3,000
Two Bedroom Combo – Life Care Contract					
Entrance Fee – Declining	\$350,000	\$350,000	\$329,900	\$329,900	\$330,000
Entrance Fee – 80% Refund	\$536,250	\$525,000	\$494,850	\$494,850	\$544,500
Monthly Service Fee	\$4,867	\$5,195	\$5,195	\$5,195	\$3,700
<i>Other Data:</i>					
2nd Occupant Entrance Fee					
Traditional Contract	\$13,000	\$13,000	\$13,000	\$13,000	\$18,000
Life Care Contract	\$13,000	\$13,000	\$13,000	\$13,000	\$30,000
2nd Occupant Entrance Fee					
Traditional Contract	\$1,237	\$1,237	\$1,237	\$1,237	\$850
Life Care Contract	\$1,637	\$1,637	\$1,637	\$1,637	\$1,250



Disclosure Statement
Exhibit G
Fees – Current

Entrance Fees

Amounts vary based upon apartment type and Refund Plan selected by the Resident, and other factors. The five apartment types are listed below. Refund Plans include the Declining Refund Plan and the 80% Refund Plan.

<i>Apartment Type</i>	<i>Declining Refund Plan</i>	<i>80% Refund Plan</i>
One Bedroom Standard	Starting at \$110,000	Starting at \$181,500
One Bedroom Deluxe	Starting at \$140,000	Starting at \$231,000
Two Bedroom Standard	Starting at \$185,000	Starting at \$305,250
Two Bedroom Deluxe	Starting at \$245,000	Starting at \$404,250
Two Bedroom Combo	Starting at \$290,000	Starting at \$478,500

Not included above: (1) Entrance Fee premium if Life Care Contract is selected: \$40,000 for Declining Refund Plan and \$66,000 for 80% Refund Plan. (2) Second Occupant Entrance Fee (non-refundable) of \$18,000 for Traditional Contract and \$30,000 for Life Care Contract. (3) Certain apartments have individual attributes that either increase or decrease the price for that specific apartment.

Monthly Service Fees

Amounts vary based upon apartment type and Contract Type selected by the Resident. The two Contract Types are the Traditional Contract and the Life Care Contract.

<i>Apartment Type</i>	<i>Traditional Contract - First Person Monthly Service Fee</i>	<i>Life Care Contract - First Person Monthly Service Fee</i>
One Bedroom Standard	\$2,000	\$2,500
One Bedroom Deluxe	\$2,200	\$2,800
Two Bedroom Standard	\$2,500	\$3,100
Two Bedroom Deluxe	\$2,700	\$3,400
Two Bedroom Combo	\$3,000	\$3,700

The Monthly Service Fee for a 2nd occupant is \$850 for Traditional Contract and \$1,250 for Life Care Contract.

Rates shown are as of July 18, 2018. Rates are subject to change upon 30 days advance written notice.