STONERIDGE RETIREMENT LIVING DISCLOSURE STATEMENT

UNDER PENNSYLVANIA ACT 82

April 2024

NOTE: Issuance of a Certificate of Authority by the Pennsylvania Insurance Department does not constitute approval, recommendation or endorsement of StoneRidge Retirement Living by the Department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set out in this Disclosure Statement.

Updated: April 30, 2024

DISCLOSURE STATEMENT

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<u>SUMMARY</u>

1.	The Facilities:	StoneRidge Poplar Run 440 East Lincoln Ave. Myerstown, PA 17067
		StoneRidge Towne Centre 7 West Park Ave. Myerstown, PA 17067
2.	The Provider:	StoneRidge Retirement Living 440 East Lincoln Avenue Myerstown, PA 17067
3.	Admissions Contact:	IL & PC – Marnie Antonik SNF – Tosha Welker StoneRidge Retirement Living 440 East Lincoln Avenue Myerstown, PA 17067 Phone: 717-866-3200
4.	Property Description:	StoneRidge Poplar Run is located in a suburban setting on approximately 30 acres of land. The facility comprises 113 high-rise apartment units, 31 single-level cottages, 36 personal care beds and 60 skilled-nursing beds. StoneRidge Towne Centre is located in the Borough of
		Myerstown, PA. It contains 152 skilled nursing.
5.	Minimum Age:	StoneRidge Retirement Living is designed for and accepts qualified applicants who have attained the age of 55.
6.	Affiliations:	Evangelical Congregational Church StoneRidge Retirement Living Communities, Inc StoneRidge Family Medicine, Inc. Church of God Home, Inc. (Effective January 1, 2014) The Orchards at Marsh Run (Effective January 1, 2014) Schoolyard Square (Effective August 1, 2014) Countryside Christian Community (Effective July 1, 2020)
7.	Resident Population:	On December 31, 2024 the resident population consisted of 259 residents among Independent Living, Personal Care and Skilled Nursing.
8.	Sample Fee Structure:	One-bedroom apartment: Entrance Fee: \$78,200 Monthly Charge: \$2,880 (Single), \$3,132 (Double)

RESPONSES TO SECTION 7 OF PA ACT 1984-82

- (1) StoneRidge Retirement Living (StoneRidge) is a not-for-profit Pennsylvania Corporation organized in 1929. StoneRidge is qualified for exemption from Federal taxes Under Section 501(c) (3) of the Internal Revenue Code.
- (2) The names and business addresses of the Board of Trustees (officer titles listed in bold) and the chief executive officer are listed below:

Chairman: Scott Artz, 440 E. Lincoln Ave., Myerstown, PA 17067
Vice Chairman: Jill Smith, 440 E. Lincoln Ave., Myerstown, PA 17067
President & CEO: Steven J. Reiter, 440 E. Lincoln Ave., Myerstown, PA 17067
Trustee: Cindy Walters, 440 E. Lincoln Ave., Myerstown, PA 17067

- (3) Listing of the following information for those names in 2 above:
 - (A) The CEO has 32 years in the long-term care industry.
 - (B) StoneRidge Retirement Living Communities provides and bills management services to StoneRidge Retirement Living under contract.
 - (C) No trustee, officer or management employee of StoneRidge Retirement Living has ever been convicted of a felony or been involved in any manner in charges of fraud, embezzlement, fraudulent conversion or misappropriation of property. None of the above are subject to currently effective injunctive or restrictive orders nor have any of them had licenses suspended or revoked relating to any business activity or affecting the operation of any foster care facility, nursing home, retirement home, home for the aged, or any facility registered with the Commonwealth of Pennsylvania or any other state.
- (4) StoneRidge Retirement Living is affiliated with StoneRidge Retirement Living Communities, Inc. (name change from New Dawn Christian Community Services, Inc.), a Pennsylvania nonprofit corporation. Effective January 1, 2014, StoneRidge Retirement Living is affiliated with Church of God Home, Inc. and The Orchards at Marsh Run, both of which are 501(c)(3) Pennsylvania nonprofit corporations. Effective August 1, 2014, StoneRidge Retirement Living is affiliated with Schoolyard Square, a 501(c)(3) Pennslvania nonprofit corporation. Effective July 1, 2020, StoneRidge Retirement Living is affiliated with Countryside Christian Community, a 501(c)(3) Pennslvania nonprofit corporation. StoneRidge Retirement Living a covenant relationship with the Evangelical Congregational Church. See Note 1 of the attached Audited Financial Statements (Exhibit 1) for additional affiliations.

Neither the Evangelical Congregational Church, StoneRidge Retirement Living Communities nor any other affiliate of StoneRidge Retirement Living or any other person or entity is responsible for the liabilities of StoneRidge Retirement Living or the fulfillment of its contractual obligations to its Residents.

(5) Brief description of StoneRidge Poplar Run & StoneRidge Towne Centre communities

StoneRidge Poplar Run is a continuing care retirement community comprising 113 high-rise apartment units, 31 single-level cottages, 36 personal care beds and 60 skilled-nursing beds.

There are fourteen apartment options to choose from and four types of cottages. The facility is completely interconnected with the exception of the cottages. A large dining room is contained within for the independent living residents as well as a small café and a fine dining restaurant. The facility is located at 440/450 East Lincoln Avenue, Myerstown, PA 17067.

The Organization has completed an approximately 26,000-square-foot addition to its Poplar Run campus, including a new dining venue, a pool and fitness suite, and a multipurpose room and renovated approximately 53,000 square feet of existing building space for six apartments, office space, library and gathering space, including an ice cream parlor, general store, craft room and cinema facilities.

StoneRidge Towne Centre is located in the Borough of Myerstown, PA. It contains 152 skilled nursing beds. It has a Specialized Care Unit serving residents with Alzheimer's disease or other types of dementia. The facility is located at 7 West Park Ave., Myerstown, PA 17067.

(6) List of services under the contract

As part of their residential care, the residents receive a monthly meal credit (dollar amount determined by the resident agreement), all utilities, basic cable TV service, flat linen and laundry service, limited housekeeping service, personal laundry facilities, trash collection, lawn and grounds care, library, scheduled transportation and access to social, recreational and related activities.

The residents also have access to maintenance services which would result in an additional cost if utilized. Each unit is equipped with an emergency alarm system. If StoneRidge personnel are required to respond to a residents use of the emergency alarm system, the resident will incur an additional cost.

Additionally, personal care and nursing care are available, as needed, in the healthcare center at an additional cost equal to the prevailing rates. All monthly fees paid by existing residents, including personal care and nursing care fees, are subject to change upon notice. The fees are set forth hereafter. It is expected that the fees will be increased to cover increases in the cost of providing services to residents as deemed necessary.

(7) Fees required of residents

StoneRidge Retirement Living charges a one-time entrance fee for our Traditional and Asset Preservation Plans, due upon occupancy, with a monthly service fee assessed thereafter. (There is no entrance fee associated with the Monthly Plan). The monthly service fee can be increased with 30 days advance written notice.

The entrance fee will be paid with an initial deposit of \$2,500. The initial deposit will be applied against the entrance fee upon occupancy of the apartment unit by the resident or if a monthly rental, it will be applied as a credit to the maintenance fee.

The current entrance and monthly fees are provided in ATTACHMENT 1.

A history of the monthly fees is provided in ATTACHMENT 3.

StoneRidge Retirement Living is currently managing two different contracts from current and prior owners. Available refunds are predicated upon the type of contract signed by the given resident(s).

- a) *Fee for Service* (FFS) contracts entered into prior to the ownership by StoneRidge Retirement Living entitle a resident to a refund of 60% to be made when the unit is reoccupied and the entrance fee paid in full.
- b) Contracts signed by StoneRidge Retirement Living:
 - 1) Traditional Plan contracts which entitle a resident to the following entrance fee refund: Year 1: 80%, Year 2: 60%, Year 3: 45%, Year 4: 30%, Year 5 and thereafter: 25%
 - 2) Asset Preservation Plan contracts which discount the entrance fee and have no provision for a refund
 - Monthly Plan contracts which require no entrance fee in lieu of a higher monthly fee

Note: The refund is payable upon the resale of the unit and the entrance fee being paid in full.

The monthly service fee will be billed to the resident or residents of each apartment unit on or about the 1st day of every month. The fee will be paid in advance. In addition, other charges such as the cost of guest meals payable to StoneRidge Retirement Living will be billed in arrears. If a resident requires personal care or skilled-nursing care in the facility, the resident will be charged the current rate. A summary of the fees for personal care and skilled-nursing facility care are provided in ATTACHMENT 2.

(8) Provisions for reserve funding

StoneRidge Retirement Living has established reserves to cover 10% of total operating expenses excluding depreciation. Refer to the 2023 audited financial statements. The funds are invested in a diverse portfolio which allows for monthly income accumulation and growth. The trust escrow account has been established with PNC Bank, N.A.

(9) Audited Financial Statements - EXHIBIT 1

Attached as EXHIBIT 1 are audited financial statements of StoneRidge Retirement Living, including:

- (i) Balance sheet as of the end of the most recent fiscal year.
- (ii) Statement of Operations as of the end of the most recent fiscal year.

ATTACHMENT 1

StoneRidge Retirement Living StoneRidge Poplar Run Schedule of Entrance and Monthly Fees Effective 01/01/24

Monthly Plan										
Unit Type	Entrance Fee	Single Rate	Double Rate							
Alcott	\$0	\$3,023	\$3,275							
Lewis	\$0	\$3,357	\$3,609							
Douglas	\$0	\$3,751	\$4,003							
Conrad	\$0	\$4,030	\$4,282							
Marshall	\$0	\$4,875	\$5,127							
Taylor	\$0	\$5,340	\$5,592							
Whitman	\$0	\$5,482	\$5,734							
Dickinson	\$0	\$5,768	\$6,020							
Byron	\$0	\$6,757	\$7,009							
Garden Home	\$0	\$3,979	\$4,231							
Garden Home II	\$0	\$4,588	\$4,840							
Garden Home III	\$0	\$5,435	\$5,687							
Garden Home IV	\$0	\$4,735	\$4,987							
Cottage I	\$0	\$5,297	\$5,549							
Cottage II	\$0	\$5,994	\$6,246							
Cottage III	\$0	\$6,735	\$6,987							
Cottage IV	\$0	\$6,702	\$6,954							
Cottage V	\$0	\$7,264	\$7,516							
Cottage VI	\$0	\$5,866	\$6,118							
Cottage VII	\$0	\$6,195	\$6,447							
Cottage VIII	\$0	\$6,766	\$7,018							
Fee for Service										
Asset Preservation Plan										
Unit Type	Entrance Fee	Single Rate	Double Rate							
Alcott	\$51,200	\$2,132	\$2,384							
Lewis	\$56,950 - \$64,300	\$2,366	\$2,618							
Develoe	¢61 700	¢0.670	¢0.000							

AICOLL	\$51,200	φZ, I 3Z	⊅ ∠,304
Lewis	\$56,950 - \$64,300	\$2,366	\$2,618
Douglas	\$61,700	\$2,678	\$2,930
Conrad	\$66,200 - \$74,900	\$2,880	\$3,132
Marshall	\$90,200 - \$102,900	\$3,305	\$3,557
Taylor	\$103,250	\$3,544	\$3,796
Whitman	\$108,300	\$3,597	\$3,849
Dickinson	\$118,450	\$3,707	\$3,959
Byron	\$175,000	\$4,254	\$4,506
Garden Home	\$63,500	\$2,818	\$3,070
Garden Home II	\$80,400	\$3,189	\$3,441
Garden Home III	\$101,500	\$3,668	\$3,920
Garden Home IV	\$83,000	\$3,292	\$3,544
Cottage I	\$105,250	\$3,465	\$3,717
Cottage II	\$126,900	\$3,785	\$4,037
Cottage III	\$190,500	\$4,526	\$4,778
Cottage IV	\$154,000	\$4,022	\$4,274
Cottage V	\$176,000	\$4,201	\$4,453
Cottage VI	\$128,600	\$3,627	\$3,879
Cottage VII	\$137,000	\$3,809	\$4,061
Cottage VIII	\$154,000	\$4,086	\$4,338

Fee for Service

Traditional Plan									
Unit Type	Entrance Fee	Single Rate	Double Rate						
Alcott	\$60,500	\$2,132	\$2,384						
Lewis	\$67,300 - \$76,000	\$2,366	\$2,618						
Douglas	\$72,900	\$2,678	\$2,930						
Conrad	\$78,200 - \$88,500	\$2,880	\$3,132						
Marshall	\$106,600 - \$121,600	\$3,305	\$3,557						
Taylor	\$122,000	\$3,544	\$3,796						
Whitman	\$128,000	\$3,597	\$3,849						
Dickinson	\$140,000	\$3,707	\$3,959						
Byron	\$205,000	\$4,254	\$4,506						
Garden Home	\$75,000	\$2,818	\$3,070						
Garden Home II	\$95,000	\$3,189	\$3,441						
Garden Home III	\$120,000	\$3,668	\$3,920						
Garden Home IV	\$98,000	\$3,292	\$3,544						
Cottage I	\$124,400	\$3,465	\$3,717						
Cottage II	\$150,000	\$3,785	\$4,037						
Cottage III	\$225,000	\$4,526	\$4,778						
Cottage IV	\$182,000	\$4,022	\$4,274						
Cottage V	\$208,000	\$4,201	\$4,453						
Cottage VI	\$152,000	\$3,627	\$3,879						
Cottage VII	\$162,000	\$3,809	\$4,061						
Cottage VIII	\$182,000	\$4,086	\$4,338						
	Fee for Service								
	Park Ave	nue							
Unit Type	Entrance Fee	Single Rate	Double Rate						
Apartment 200	\$255,000	\$4,503	\$4,755						
Apartment 201	\$260,000	\$4,593	\$4,845						
Apartment 202	\$247,000	\$4,361	\$4,613						
Apartment 204	\$187,500	\$3,466	\$3,718						
Apartment 205	\$155,500	\$3,248	\$3,500						
, paranone 200	\$100,000	\$0,210	\$0,000						
	Lifecare*								
	Monthly F								
Unit Type	Entrance Fee	Single Rate	Double Rate						
Alcott	N/A	N/A	N/A						
Lewis	N/A	N/A	N/A						
Douglas	N/A	N/A	N/A						
Conrad	N/A	N/A	N/A						
Marshall	N/A	N/A	N/A						
Taylor	N/A	N/A	N/A						
Garden Home	N/A	N/A	N/A						
Cottage I	N/A	N/A	N/A						
Cottage II	N/A	N/A	N/A						

* Lifecare contracts no longer offered by StoneRidge Retirement Living and no existing residents are covered under a Lifecare contract

ATTACHMENT 2

STONERIDGE RETIREMENT LIVING SCHEDULE OF CHARGES

Effective 11/1/2023

NURSING CARE: Poplar Run

NURSING CARE: Towne Centre

Long Term Care, Semi-Private Long Term Care, Private \$398.00/day \$448.00/day

y Long Term Care, Semi-Privatey Long Term Care, Private

\$398.00/day \$448.00/day

PERSONAL CARE: Poplar Run

Private Room \$213.00/day

ADDITIONAL CHARGES AND/OR FEES:

Bed Hold (Nursing)	Per Diem Rate					
Admission Processing Fee*	\$300.00 (\$20.00 for readmission from the community)					
Disposal Deposit*	\$250.00 (effective for new admissions)					
Oxygen	Vendor Cost					
Escort Service	\$20.00 per hour					
Beautician	Vendor Cost					
Pharmacy	Vendor Cost					
Transportation	\$25.00 flat rate plus \$.55 per mile					
Transportation –Specialty Vehicle	\$25.00 flat rate plus \$.85 per mile					
Telephone Connection Fee Vendor Cost (Towne						
Billable Medical Supplies & Equipment	Vendor Cost					
Guest Meals	Breakfast - \$3.50 Noon Meal - \$8.00 Evening Meal - \$5.00					

The services of the following professionals will be billed by the provider: *Attending Physician, Podiatrist, Eye Doctor, and Psychiatrist.* The responsibility for all charges is between the provider and the resident.

Physical, Occupational and Speech services will be billed at the Medicare fee schedule rates. We will bill Medicare and/or insurance where applicable.

Invoice Terms: No finance charge will be assessed if paid within 30 days for active accounts. Thereafter, 1.5% per month on the outstanding balance, plus \$35.00 per month late fee.

◆Vendor costs or fees may be added for specialty equipment and/or supplies.

•\$150.00 fee charged to residents who, at their own request and without medical need to do so, are moved from one room to another.

* These fees are not covered by insurance and must be paid as an out-of-pocket expense. The Disposal Deposit is refundable when all personal property has been removed from the room following discharge. The Admission Processing Fee is non-refundable.

POA/Responsible Party/Resident Initials:_____Date:_____

ATTACHMENT 3

StoneRidge Retirement Living StoneRidge Poplar Run Summary of Historical Fees

Entrance Fees (Traditional & Asset Preservation Plans)

		2020				2021				20)22			2	023	
Unit Type		AP		Trad		AP		Trad		AP		Trad		AP		Trad
Alcott	\$	51,200	\$	60,500	\$	51,200	\$	60,500	\$	51,200	\$	60,500	\$	51,200	\$	60,500
Lewis	\$	56,950	\$	67,300	\$	56,950	\$) - \$64,300	,30		¢	\$56,950 - \$64,300	¢	\$67,300 - \$76,000
Douglas Conrad	\$ \$	61,700 66,200	\$ \$	72,900 78,200	\$ \$	61,700 66,200	\$ \$	72,900 78,200	\$	61,700 574,900 - \$	\$.20	72,900 0 - \$88,500	\$	61,700 \$66.200 - \$74.900	\$	72,900 \$78,200 - \$88,500
Marshall	\$	90,200	\$	106,600	э \$	90,200	\$			- \$102,900		- \$121,600	-	\$90,200 - \$102,900	9	
Taylor	\$	103,250		122,000	\$	103,250	\$	122,000	\$	103,250	\$	122,000	\$		\$	122,000
Whitman	\$	108,300	\$	128,000	\$	108,300	\$	128,000	\$	108,300	\$	128,000	\$	108,300	\$	128,000
Dickinson	\$	118,450		140,000	\$	118,450	\$	140,000	\$	118,450	\$	140,000	\$	118,450	\$	140,000
Byron	\$	175,000		205,000	\$	175,000	\$	205,000	\$	175,000	\$	205,000	\$	175,000	\$	205,000
Garden Home Garden Home II	\$	63,500 N/A	\$	75,000 N/A	\$	63,500	\$	75,000	\$ \$	63,500 80,400	\$ \$	75,000	\$ \$	63,500	\$ \$	75,000
Garden Home III		N/A		N/A		N/A N/A		N/A N/A	գ \$	101,500	ې \$	95,000 120,000	ф \$	80,400 101,500	э \$	95,000 120,000
Garden Home IV		N/A		N/A		N/A		N/A	\$	83,000	\$	98,000	\$	83,000	\$	98,000
Cottage I	\$	105,250	\$	124,400	\$	105,250	\$	124,400	\$	105,250	\$	124,400	\$	105,250	\$	124,400
Cottage II	\$	126,900		150,000	\$	126,900	\$	150,000	\$	126,900	\$	150,000	\$	126,900	\$	150,000
Cottage III	\$	143,900	\$	170,000	\$	143,900	\$	170,000	\$	190,500	\$	225,000	\$	190,500	\$	225,000
Cottage IV		N/A N/A		N/A N/A		N/A N/A		N/A N/A	\$ \$	154,000 176,000	\$ \$	182,000 208,000	\$ \$	154,000 176,000	\$ \$	182,000 208,000
Cottage V Cottage VI		N/A		N/A		N/A N/A		N/A	գ \$	128,600	ې \$	152,000	φ \$	128,600	φ \$	152,000
Cottage VII		N/A		N/A		N/A		N/A	\$	137,000	\$	162,000	\$	137,000	\$	162,000
Cottage VIII		N/A		N/A		N/A		N/A	\$	154,000	\$	182,000	\$	154,000	\$	182,000
Park Avenue Apt. 200		NA		255,000		NA	\$	255,000		NA	\$	255,000		NA	\$	255,000
Park Avenue Apt. 201		NA		260,000		NA	\$	260,000		NA	\$	260,000		NA	\$	260,000
Park Avenue Apt. 202		NA		247,000		NA	\$	247,000		NA	\$	247,000		NA	\$	247,000
Park Avenue Apt. 204 Park Avenue Apt. 205		NA NA		187,500 155,500		NA NA	\$ \$	187,500 155,500		NA NA	\$ \$	187,500 155,500		NA NA	\$ \$	187,500 155,500
Taik Avenue Apt. 200		INA.	Ψ	155,500		NA	Ψ	155,500		na.	Ψ	155,500		INA.	Ψ	135,300
Lifecare		2020				2021				2022				2023		
Unit Type		Single		Double		Single		Double		Single		Double		Single		Double
Alcott		NA	-	NA		NA		NA		NA		NA		NA		NA
Browning		NA		NA		NA		NA		NA		NA		NA		NA
Lewis		NA		NA		NA		NA		NA		NA		NA		NA
Douglas Conrad		NA NA		NA NA		NA NA		NA NA		NA NA		NA NA		NA NA		NA NA
Marshall		NA		NA		NA		NA		NA		NA		NA		NA
Taylor		NA		NA		NA		NA		NA		NA		NA		NA
Garden Home		NA		NA		NA		NA		NA		NA		NA		NA
Cottage I		NA		NA		NA		NA		NA		NA		NA		NA
Cottage II		NA		NA		NA		NA		NA		NA		NA		NA
Cottage III		NA		NA		NA		NA		NA		NA		NA		NA
FFS		<u>2020</u>				2021				2022				<u>2023</u>		
Unit Type		Single	1	Double		Single		Double		Single		Double		Single		Double
Alcott	\$	1,808	\$	2,022	\$	1,853	\$	2,072	\$	1,944	\$	2,174	\$	2,070	\$	2,315
Lewis	\$	2,006	\$	2,220	\$	2,056	\$	2,275	\$	2,157	\$	2,387	\$		\$	2,542
Douglas Conrad	\$ \$	2,270 2,441	\$ \$	2,484 2,655	\$ \$	2,327 2,502	\$ \$	2,546 2,721	\$ \$	2,441 2,624	\$ \$	2,671 2,854	\$ \$	2,600 2,796	\$ \$	2,845 3,041
Marshall	э \$	2,441	э \$	2,655	э \$	2,502	э \$	3.091	э \$	2,024	э \$	2,054	э \$	3.209	э \$	3,041
Taylor	\$	3,005	\$	3,219	\$	3,080	\$	3,299	\$	3,231	\$	3,461	\$	3,441	\$	3,686
Whitman	\$	3,049	\$	3,263	\$	3,125	\$	3,344	\$	3,279	\$	3,509	\$	3,492	\$	3,737
Dickinson	\$	3,143	\$	3,357	\$	3,222	\$	3,441	\$	3,379	\$	3,609	\$	3,599	\$	3,844
Byron	\$ \$	3,607	\$	3,821	\$	3,697	\$ \$	3,916	\$	3,878	\$	4,108	\$	4,130	\$	4,375
Garden Home Garden Home II	ф	2,389 N/A	\$	2,603 N/A	\$	2,449 N/A	\$	2,668 N/A	\$ \$	2,569 2,907	\$ \$	2,799 3,137	\$ \$	2,736 3,096	\$ \$	2,981 3,341
Garden Home III		N/A		N/A		N/A		N/A	\$	3,344	\$	3,574	\$	3,561	\$	3,806
Garden Home IV		N/A		N/A		N/A		N/A	\$	3,001	\$	3,231	\$	3,196	\$	3,441
Cottage I	\$	2,938	\$	3,152	\$	3,011	\$	3,230	\$	3,159	\$	3,389	\$	3,364	\$	3,609
Cottage II	\$	3,210	\$	3,424	\$	3,290	\$	3,509	\$	3,451	\$	3,681	\$	3,675	\$	3,920
Cottage III	\$	3,274	\$	3,488	\$	3,356	\$	3,575 N/A	\$ ¢	4,126	\$	4,356	\$	4,394	\$ ¢	4,639
Cottage IV Cottage V		N/A N/A		N/A N/A		N/A N/A		N/A N/A	\$ \$	3,667 3,830	\$ \$	3,897 4,060	\$ \$	3,905 4,079	\$ \$	4,150 4,324
Cottage VI		N/A		N/A		N/A N/A		N/A	\$	3,306	\$	3,536	\$	3,521	\$	3,766
Cottage VII		N/A		N/A		N/A		N/A	\$	3,472	\$	3,702	\$	3,698	\$	3,943
Cottage VIII		N/A		N/A		N/A		N/A	\$	3,725	\$	3,955	\$	3,967	\$	4,212
Park Avenue Apt. 200	\$	3,818	\$	4,032	\$	3,913	\$	4,132	\$	4,105	\$	4,335	\$	4,372	\$	4,617
Park Avenue Apt. 201 Park Avenue Apt. 202	\$ \$	3,894 3,698	\$ \$	4,108 3,912	\$ \$	3,991 3,790	\$ \$	4,210 4,009	\$ \$	4,187 3,976	\$ \$	4,417 4,206	\$ \$	4,459 4,234	\$ \$	4,704 4,479
Park Avenue Apt. 202 Park Avenue Apt. 204	э \$	2,939	э \$	3,912	э \$	3,790	э \$	3,231	э \$	3,976	э \$	3,390	э \$	4,234	э \$	3,610
Park Avenue Apt. 205	\$	2,754	\$	2,968	\$	2,823	\$	3,042	\$	2,961	\$	3,191	\$	3,153	\$	3,398

Monthly Plan	2020		2021		2022		2023	
Unit Type	Single	 Double	Single	Double	Single	Double	Single	Double
Alcott	\$ 2,699	\$ 2,913	\$ 2,744	\$ 2,963	\$ 2,835	\$ 3,065	\$ 2,961	\$ 3,206
Lewis	\$ 2,997	\$ 3,211	\$ 3,047	\$ 3,266	\$ 3,148	\$ 3,378	\$ 3,288	\$ 3,533
Douglas	\$ 3,343	\$ 3,557	\$ 3,400	\$ 3,619	\$ 3,514	\$ 3,744	\$ 3,673	\$ 3,918
Conrad	\$ 3,592	\$ 3,806	\$ 3,653	\$ 3,872	\$ 3,775	\$ 4,005	\$ 3,946	\$ 4,191
Marshall	\$ 4,372	\$ 4,586	\$ 4,442	\$ 4,661	\$ 4,583	\$ 4,813	\$ 4,779	\$ 5,024
Taylor	\$ 4,770	\$ 4,984	\$ 5,876	\$ 6,095	\$ 5,027	\$ 5,257	\$ 5,237	\$ 5,482
Whitman	\$ 4,934	\$ 5,148	\$ 5,010	\$ 5,229	\$ 5,164	\$ 5,394	\$ 5,377	\$ 5,622
Dickinson	\$ 5,204	\$ 5,418	\$ 5,283	\$ 5,502	\$ 5,440	\$ 5,670	\$ 5,660	\$ 5,905
Byron	\$ 6,110	\$ 6,324	\$ 6,200	\$ 6,419	\$ 6,381	\$ 6,611	\$ 6,633	\$ 6,878
Garden Home	\$ 3,550	\$ 3,764	\$ 3,610	\$ 3,829	\$ 3,730	\$ 3,960	\$ 3,897	\$ 4,142
Garden Home II	N/A	N/A	N/A	N/A	\$ 4,306	\$ 4,536	\$ 4,495	\$ 4,740
Garden Home III	N/A	N/A	N/A	N/A	\$ 5,111	\$ 5,341	\$ 5,328	\$ 5,573
Garden Home IV	N/A	N/A	N/A	N/A	\$ 4,444	\$ 4,674	\$ 4,639	\$ 4,884
Cottage I	\$ 4,770	\$ 4,984	\$ 4,843	\$ 5,062	\$ 4,991	\$ 5,221	\$ 5,196	\$ 5,441
Cottage II	\$ 5,419	\$ 5,633	\$ 5,499	\$ 5,718	\$ 5,660	\$ 5,890	\$ 5,884	\$ 6,129
Cottage III	\$ 5,483	\$ 5,697	\$ 5,565	\$ 5,784	\$ 6,335	\$ 6,565	\$ 6,603	\$ 6,848
Cottage IV	N/A	N/A	N/A	N/A	\$ 6,347	\$ 6,577	\$ 6,585	\$ 6,830
Cottage V	N/A	N/A	N/A	N/A	\$ 6,893	\$ 7,123	\$ 7,142	\$ 7,387
Cottage VI	N/A	N/A	N/A	N/A	\$ 5,545	\$ 5,775	\$ 5,760	\$ 6,005
Cottage VII	N/A	N/A	N/A	N/A	\$ 5,858	\$ 6,088	\$ 6,084	\$ 6,329
Cottage VIII	N/A	N/A	N/A	N/A	\$ 6,405	\$ 6,635	\$ 6,647	\$ 6,892

ATTACHMENT 4

StoneRidge Retirement Living Pro Forma Income Statement FYE 12/31/24

Patient/Guest Service Revenue: Net Patient/Guest Service Revenue Entrance Fee Amortization	\$18,004,913 688,735
Net Patient/Guest Service Revenue	18,693,648
Other Income Rental & Miscellaneous income	137,490
Rental & Miscellaneous income	137,490
Total Operating Revenue	18,831,138
Expenses	
Salaries & Wages	7,036,423
Employee Benefits	2,542,208
Supplies/Purchases	469,195
Utilities	1,059,295
Food Purchases	844,120
Maintenance & Repairs Fees & Purchased Services	533,995 1,204,847
Depreciation & Amortization	2,351,100
Annuity Payments	2,000
Real Estate taxes	418,900
Insurance	305,201
Interest Expense	680,831
Administrative & Personnel	362,635
SRLC Management Services	2,398,642
Corporate Expense Allocation	
Total Operating Expenses	20,209,392
Income(Loss) from Operations	(1,378,254)
Non-operating Revenue	127,500
Net Revenue over Expenses	-\$1,250,754

ATTACHMENT 5

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StoneRidge Retirement Living Attachment 5 Statement of Material Differences For the Year Ended 12/31/23

2023 actual net income was higher than pro forma net income by \$1,581,934.

The primary items which generated this difference are shown below.

Net resident and patient service revenue lower due to decreased census	(6,881,853)
Unrealized Gain on investments (comprehensive)	2,375,459
Investment and Contribution Income	1,088,324
Savings in operating expenses	4,999,754

EXHIBIT 1

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The Annual Audited Financial Statement is available for review at the Receptionist Desk.

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Please note you will be required to sign the Statement out and return it when your review is complete.

StoneRidge Retirement Living Exhibit 1 Audited Financial Statements For the Year Ended 12/31/24

Please note that the audited financial statements for the year ended December 31, 2024 were not released as of the date of this filing. They will be forwarded along with the CPA qualification and awareness letters as soon as they are available. EXHIBIT 2

· Traditional Plan Residency Agreement

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RESIDENCY AGREEMENT

StoneRidge Retirement Living is a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania to establish and operate StoneRidge Poplar Run as a continuing care retirement community, located at 440-450 East Lincoln Avenue, Myerstown, PA.

NAMES (referred to in this Agreement as "Resident") has on this (Date) day of (Month), 2013, entered into this RESIDENCY AGREEMENT with StoneRidge Retirement Living, (referred to as "StoneRidge" or "StoneRidge Retirement Living"), the terms of which are set out below. (If two persons sign this Agreement, the word "Resident" shall apply to them jointly and separately, as required by the context.)

I. RESIDENTIAL LIVING SERVICES AND FACILITIES

StoneRidge Retirement Living shall provide Resident, who meets StoneRidge Retirement Living's Conditions of Occupancy, with the Residential Accommodation, common facilities and designated services specified in this Agreement, beginning on the Designated Occupancy Date or Occupancy, whichever is earlier.

A. <u>Living Accommodation</u>

StoneRidge Retirement Living agrees that you shall have a personal and non-assignable right to occupy a Living Accommodation in accordance with the terms of this Agreement.

B. <u>Furnishings</u>

StoneRidge Retirement Living shall provide a refrigerator, range/oven, microwave, carpeting, dishwasher, blinds and a garbage disposal. Resident may request optional furnishings or fixtures at an additional charge. Upon installation, all additional furnishings or fixtures immediately become the property of StoneRidge Retirement Living and shall remain in the residence after termination of the Agreement.

PRESIDENT & CEO_____ RESIDENT INITIAL _____

C. <u>Common Facilities</u>

Resident may use, in common with other members of StoneRidge, the dining room, arts and crafts area, beauty and barber shop, lobbies, lounges, library, designated laundry facilities, recreation room, woodshop, music room and the conference room.

D. Storage Facilities

StoneRidge Retirement Living shall provide one storage unit in a designated area for your apartment unit.

E. <u>Structural Changes and Redecoration</u>

Structural or physical change or redecoration to the accommodation may be made only with the written approval of the StoneRidge Retirement Living administrative staff. The cost of such alterations and restoration to original condition, except that cost due to normal wear and tear, shall be paid by the Resident.

F. <u>Utilities</u>

StoneRidge Retirement Living shall provide, as part of the Monthly Fee, water, sewer, heat, electricity, air conditioning, and basic TV service.

G. <u>Telephone</u>

A monthly usage fee established by StoneRidge Retirement Living and any other telephone service charges, including long distance service charges, are not included in the Monthly Fee and shall be paid by the Resident.

H. <u>Maintenance and Repair Services</u>

StoneRidge Retirement Living shall repair, maintain and replace equipment owned by StoneRidge Retirement Living. The Resident will be responsible for repairs, maintenance and replacement of the Resident's personal property.

I. <u>Grounds</u>

StoneRidge Retirement Living shall provide grounds keeping, lawn care, snow removal and trash removal from designated areas.

PRESIDENT & CEO_____

J. <u>Dining Services</u>

StoneRidge Retirement Living makes available a variety of dining opportunities. Procedures for the dining services are as follows:

- 1. StoneRidge Retirement Living shall provide, as part of this contract, a meal credit as part of the monthly fee. The details of this credit and its availability are explained in the Resident Handbook and may change from time to time. Resident shall choose how they desire to utilize the credit based on the personal preference.
- 2. Meal delivery service in the event of illness shall be provided at no additional charge for an unlimited period of time; however StoneRidge reserves the right to evaluate resident abilities on an individual basis. Residents must provide StoneRidge Retirement Living with a physician's order indicating the need for sick tray service for periods longer than two (2) days.
- 3. StoneRidge Retirement Living may accommodate special diets with a separate charge for diets requiring special preparation.
- 4. Additional meal plans may be available upon request.
- 5. Guest meals will be available at prevailing rates

K. <u>Housekeeping</u>

StoneRidge Retirement Living shall provide light housekeeping services on a regular basis in accordance with the policy established in the Resident Handbook.

L. <u>Transportation</u>

StoneRidge Retirement Living shall provide transportation, according to a predetermined schedule and route, for medical appointments within a pre-determined radius. Scheduled transportation is also provided to local shopping centers, supermarkets and churches. Additional transportation services are available for an additional fee.

M. <u>Security</u>

StoneRidge Retirement Living shall provide security services, including an electronic entry system as described in the Resident Handbook.

PRESIDENT & CEO _____

N. <u>Parking</u>

StoneRidge Retirement Living shall provide one designated parking space for each Residence.

O. <u>Scope of Services</u>

StoneRidge Retirement Living reserves the right to revise the services included in the Monthly Fee and to adjust the Monthly Fee appropriately.

II. MEDICAL AND EMERGENCY SERVICES

A. <u>Emergency Response System</u>

StoneRidge Retirement Living shall provide each residence with a call system by which Resident can contact StoneRidge Retirement Living personnel available to respond twenty-four (24) hours a day, seven (7) days a week, to assess the Resident's need. If there is a need for additional or emergency medical assistance, StoneRidge Retirement Living shall contact emergency or other health care providers.

While the call system may be used to inform StoneRidge Retirement Living of a medical emergency or a security concern, StoneRidge Retirement Living disclaims any and all responsibility for responding to medical emergencies and for any liability for any injury or damages resulting from mechanical failure of the emergency call system.

B. <u>Home Health Care Services</u>

Home Health Care Services available at StoneRidge Retirement Living on a fee-for service basis include skilled nursing care, physical, occupational, speech, respiratory, and enterostomal therapies, home infusion services and supplies, and social services for the homebound. The scope and details concerning these services can be found in the Resident Handbook. Resident has the right to secure other outside services with approval from StoneRidge Retirement Living.

PRESIDENT & CEO _____

StoneRidge Retirement Living does not assume responsibility for the scope of care provided by outside home or health care personnel. Such services are hired at the sole discretion of Resident. Resident is required to confirm that any approved provider of such services has worker's compensation insurance coverage. Resident releases StoneRidge Retirement Living from any liability for any damages or injuries caused to Resident, other Resident or staff, by any home or health care personnel not employed by StoneRidge Retirement Living.

C. <u>Emergency Transportation</u>

Emergency Transportation is available through annual membership with a local First Aid Unit. It is the responsibility of the Resident to enroll in and maintain annual membership. Further information is available in the Resident Handbook.

D. <u>Limitations on Care</u>

The Health Care Center is not designed to care for persons who abuse alcohol or drugs or who are afflicted with serious mental illness and require specialized psychiatric care or services not authorized or permitted under the nursing or personal care licensure regulations. If StoneRidge Retirement Living determines that Resident's mental or physical condition is such that Resident's continued presence in StoneRidge Retirement Living is either dangerous or detrimental to the life, health, safety of Resident or other Resident, or the peaceful enjoyment of StoneRidge Retirement Living by other Resident, StoneRidge Retirement Living may transfer Resident to an appropriate outside care facility at Resident's expense. StoneRidge Retirement Living's determination shall be made in writing and signed by the Medical Director and the Administrator of StoneRidge Retirement Living. Resident shall continue to pay the Monthly Fee in accordance with the terms of this agreement until termination of said agreement.

III. NURSING CARE AND PERSONAL CARE SERVICES

A. <u>Health Care Center</u>

StoneRidge Retirement Living shall operate Personal Care and Nursing Care facilities in the Health Care Center which are licensed by the Commonwealth of Pennsylvania. StoneRidge Retirement Living shall make available, for an additional charge, Personal Care services in private or semi-private accommodations and routine Nursing Care Services in semi-private accommodations on a temporary or permanent basis. Resident shall sign an admission agreement upon transfer to either the Personal Care or Nursing Care facilities, which agreements will supplement the terms of this Agreement.

PRESIDENT & CEO _____

B. <u>Authority To Transfer</u>

StoneRidge Retirement Living may transfer Resident from and between the Residential Accommodation and the Health Care Center for any of the following reasons:

- 1. StoneRidge Retirement Living determines that the Resident is unable to satisfy the Conditions of Occupancy for the Residential Accommodation.
- 2. StoneRidge Retirement Living determines that such a move should be made.
 - (a) For the proper operation of StoneRidge
 - (b) To comply with regulations of the Department of Public Welfare, the Pennsylvania Department of Health, regulations of the local Fire Department, or any other duly constituted authorities or agencies; or
 - (c) To meet the requirements of law.

In the event that there is insufficient space in the Health Care Center at such time as Resident may require personal care or nursing care services, then StoneRidge Retirement Living may transfer Resident to an outside facility selected by Resident or StoneRidge Retirement Living until such time as a nursing bed or personal care accommodation becomes available.

If Resident's physical or mental health has deteriorated to the degree that Resident's presence in StoneRidge is detrimental to Resident or to the health, safety or peace of other Resident, or if Resident is unable to meet the admission criteria for the HealthCare Center, StoneRidge Retirement Living may transfer Resident to a hospital, or other outside healthcare provider.

PRESIDENT & CEO_____

RESIDENT INITIAL _____

C. <u>Transfer Procedures</u>

The Resident or responsible party will be consulted in advance to the extent possible. Recommendations for relocation to the Health Care Center will be reviewed internally in accordance with the utilization review procedures in effect at the time. Full consideration will be given to the Resident's or responsible party's wishes in this process. However, StoneRidge Retirement Living reserves the right to make the final decision in the best interest of the overall facility operation and the health, safety and well being of the other Resident.

D. <u>Temporary or Permanent Nature of Transfer</u>

StoneRidge Retirement Living, in accordance with its utilization review procedures, shall be responsible to determine whether the transfer is temporary or permanent and whether Resident is able to satisfy the Conditions of Occupancy. StoneRidge Retirement Living's decision regarding the temporary or permanent nature of any transfer may be made prior to the lapse of thirty (30) days from the date of transfer or at any other time deemed appropriate by StoneRidge Retirement Living. If Resident's transfer is temporary, Resident may retain possession of the Residential Accommodation for the purpose of resuming residency.

Resident shall continue to pay the applicable monthly fee while receiving services in the HealthCare Center. If Resident's transfer is permanent, Resident's Residential Accommodation shall be released (if not occupied by a Co-Resident) and made available for occupancy by another Resident. Resident and/or Resident's responsible party shall be notified and given thirty (30) days to remove personal possessions.

E. Costs Related to Transfer to the Health Care Center or Other Health Care Facility

Resident may incur a transportation charge to be relocated to another facility. Terms of the other facilities charges or the reservation of your residential living accommodation are outlined below.

PRESIDENT & CEO _____

1. Health Care Center

Resident shall pay the applicable Daily Rate set forth in StoneRidge Retirement Living's Rate Schedule for routine personal care or nursing care services in StoneRidge Retirement Living's Health Care Center. A description of the routine personal care and nursing care services covered by and included in the Daily Rate and ancillary services not covered by or included in the Daily Rate is contained in StoneRidge Retirement Living's Rate Schedule, which is subject to change from time to time. StoneRidge Retirement Living reserves the right to determine the scope and extent of services provided in the Health Care Center. Certain higher acuity or higher level of care services, such as ventilator dependency care, may not be available. To the extent that StoneRidge Retirement Living provides any specialized, non-routine nursing care services for higher levels of care, those services shall be provided at an additional charge over and above the Daily Rate.

2. Other Health Care Facility

Resident shall pay all costs and charges for care in any personal or nursing care facility to which Resident may be transferred because of insufficient space in the Health Care Center or because Resident is unable to meet the criteria for admission to the Health Care Center. Resident shall pay all costs and charges related to Resident's transfer to and occupancy of any other health care facility.

3. <u>Reservation of Living Accommodation</u>

In the case of Single Occupancy, during any temporary transfer to the Health Care Center or other health care facility, Resident shall continue to pay the then current applicable Monthly Fee to reserve the residential accommodation. Upon the permanent transfer of Resident to the Health Care Center or other health care facility and surrender of the residential accommodation, the obligation to pay the Monthly Fee shall cease.

In the case of Double Occupancy, Co-Resident shall continue to pay the then current applicable Monthly Fee for Co-Resident's continued Occupancy of the residential accommodation or to reserve the accommodation.

Upon the permanent transfer of both Co-Resident to the Health Care Center or other health care facility, the obligation to pay the Monthly Fee shall cease.

PRESIDENT & CEO _____

F. <u>Return to Residence after Transfer</u>

If, following permanent transfer, and after release of a Residential Accommodation, StoneRidge Retirement Living determines that Resident has recovered sufficiently to satisfy the Conditions of Occupancy of a Residential Accommodation, Resident shall receive the first available accommodation with a floor plan comparable to the one relinquished.

G. <u>StoneRidge Retirement Living's Obligation</u>

StoneRidge Retirement Living agrees that the Resident shall not be liable to a health care provider for services, which StoneRidge has agreed to provide under this Agreement. In the event a health care provider seeks payment from the Resident, StoneRidge Retirement Living shall assume liability for payment of the health care services rendered, if the health care services rendered are services which StoneRidge has agreed to furnish to the Resident in consideration of the Resident's payment of the Entrance Fee and Monthly Fees. For purposes of this paragraph, the term "health care provider" shall include employees of StoneRidge Retirement Living, on a fee-for-service basis, or otherwise.

IV. RESIDENTIAL LIVING FEES

A. <u>Application Fee</u>

Resident shall pay to StoneRidge Retirement Living a non-refundable Application Fee at the time of submitting the preliminary application for admission.

B. <u>Entrance Fee</u>

The Entrance Fee that is paid by Resident, is a fee to purchase a contract for services upon the terms and conditions set forth in this Agreement and is paid as a condition of entrance to StoneRidge Retirement Living. The Resident is required to pay the Entrance Fee in accordance with the payment schedule at paragraph C. StoneRidge Retirement Living may use and apply these fees to any proper corporate purpose.

PRESIDENT & CEO _____

C. <u>Amortization of Entrance Fee</u>

The entrance fee will be amortized as follows:

Year one - twenty percent (20%)

Year two - twenty percent (20%)

Year three - fifteen percent (15%)

Year four - fifteen percent (15%)

Year five - five percent (5%)

The remaining twenty-five (25%) of the Entrance Fee shall not be amortized and shall be refunded to Resident upon termination of this Agreement in accordance with the refund provisions of the Agreement in Section VIII.

D. Entrance Fee Credit for Personal Care or Nursing Care

Upon Resident's permanent transfer to the Health Care Center, Resident may use the unamortized portion of the Entrance Fee, including the Entrance Fee refund amount, as a credit against the Daily Rate for services provided in the personal care or nursing care facility.

In cases of Double Occupancy, and only for purposes of the Entrance Fee Credit, the Entrance Fee shall be allocated to each Co-Resident in equal shares. The credit does not apply to charges for ancillary services. The Entrance Fee is available only until the refund amount is fully depleted.

- E. <u>Payment Schedule</u>
 - 1. Resident shall pay, no later than thirty (30) days from the date of notice from StoneRidge Retirement Living of final approval of Resident's application, five percent (5%) of the Entrance Fee as a reservation deposit.
 - 2. The reservation deposit is fully credited against the Entrance Fee for the accommodation selected by the Resident.

PRESIDENT & CEO _____

- 3. The Resident shall pay the remaining balance of ninety-five percent (95%) of the Entrance Fee, on or before the Designated Occupancy Date or Occupancy, whichever is earlier.
- F. <u>Monthly Fee</u>

Resident shall pay to StoneRidge Retirement Living a Monthly Fee for services provided. Procedure and terms are as follows:

- 1. The Monthly Fee is due upon receipt which will be in the form of a monthly statement. The monthly statement will arrive on or before the 5th day of each month. Interest will be charged for fees not paid by the 7th day of that month at a rate of one percent (1%).
- 2. Payment of the full Monthly Fee begins on the Designated Occupancy Date. If Resident does not assume Occupancy by the 90th day after payment of the reservation deposit, the monthly fee will be due as in Paragraph F.1.
- 3. The Monthly Fee may be adjusted from time to time. StoneRidge Retirement Living will provide at least thirty (30) day's advance written notice of any changes in the Monthly Fee.
- 4. The Monthly Statement may include charges for miscellaneous, ancillary or other services.

V. FINANCIAL ASSISTANCE POLICY

It is StoneRidge Retirement Living's policy that this Residency Agreement shall not be terminated solely because of Resident's financial inability to pay the Monthly Fee or other charges, if (a) Resident presents to StoneRidge Retirement Living's administration facts which justify financial assistance, and (b) any necessary financial assistance can be granted or continued without impairing the ability of StoneRidge Retirement Living to provide care for its other Resident and to attain its objectives while operating on a sound financial basis. Below is a general outline of how the policy operates:

PRESIDENT & CEO _____

RESIDENT INITIAL _

- A. To be eligible for financial assistance, Resident shall not have transferred, gifted or depleted resources in contemplation of the execution of this Agreement, or subsequently, which were represented as being available or which would impair resident's ability to satisfy Resident's financial obligations under this Agreement. Resident agrees to provide initial and ongoing financial information as required.
- B. In the event that Resident's income is or becomes insufficient to pay the monthly expenses incurred, Resident shall take all necessary steps to sell and liquidate capital assets and other resources in order to fulfill Resident's financial obligations to StoneRidge Retirement Living.
- C. It is the Resident's responsibility to seek all other available sources of financial assistance including family, church or social welfare agencies which may be in a position to render financial assistance.
- D. Resident is required to apply for, and to take the steps necessary to obtain, if qualified, financial assistance from any appropriate governmental agency. Resident is required to report to StoneRidge Retirement Living any material increase in Resident's assets or the assets value.
- E. Resident shall not sell or otherwise transfer property for less than the fair market value of the property without the written consent of StoneRidge Retirement Living. Resident's estate shall be liable for any amount of subsidy provided by StoneRidge Retirement Living to Resident, and such amount shall be deducted from the funds otherwise due Resident's estate as a refund under this Agreement.
- F. If financial assistance is granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time. The amount of any subsidy shall be determined solely by StoneRidge Retirement Living in accordance with this financial assistance policy.

PRESIDENT & CEO_____

VI. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

A. <u>Non-Resident</u>

In the event that a single Resident wishes to marry or have another person enter StoneRidge Retirement Living and share Resident's Residential Accommodation as a Co-Resident, the proposed Additional Occupant must file an application for admission and meet the Conditions of Occupancy and other admission requirements applicable to Resident of StoneRidge Retirement Living. Admittance of an additional Occupant shall be at the sole discretion of StoneRidge Retirement Living. Upon approval, the Monthly Fee shall be increased to the Double Occupancy rate.

If StoneRidge determines that the non-Resident does not meet the Conditions of Occupancy and other admission requirements for StoneRidge Retirement Living, the Resident shall be entitled to terminate the Agreement in accordance with the termination provisions set forth in this Agreement.

B. Other Resident

In the event that Resident desires either to marry another Resident or to share a Residential Accommodation with another Resident, Resident shall select and designate in writing at least ninety (90) days in advance of the proposed move, which one of the two individual residences shall be thereafter occupied jointly. Upon transfer, the Monthly Fee for Double Occupancy of the designated Residential Accommodation shall be paid. The Residency Agreement shall be amended accordingly.

VII. TERMINATION/ RECISSION OF AGREEMENT

The following is an outline as to the types of Termination or Recission of this Agreement that may occur and the associated procedure we will follow:

- A. <u>Termination by Resident</u>
 - 1. Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to StoneRidge Retirement Living.
 - 2. After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date, Resident may terminate this Agreement by delivering written notice to StoneRidge Retirement Living.

PRESIDENT & CEO _____ RESIDENT INITIAL _____

3. After Occupancy, Resident may terminate this Agreement by delivery of ninety (90) days prior written notice to StoneRidge Retirement Living. Termination is effective upon surrender of the Residential Accommodation. The Resident's obligation regarding the Monthly Fee continues as long as the Resident occupies the accommodation.

B. <u>Termination by StoneRidge Retirement Living</u>

- 1. At any time prior to Occupancy, StoneRidge Retirement Living may terminate this Agreement for failure of Resident to meet the Conditions of Occupancy or any other cause by delivery of written notice to Resident.
- 2. StoneRidge Retirement Living may terminate this Agreement after Occupancy upon a determination of just cause and delivery of thirty (30) days written notice or upon delivery of such written notice as is reasonable under the circumstances, to Resident or Resident's representative.

The refund provisions of this Agreement shall apply to termination for just cause in the same manner as such provisions would apply to any other termination. "Just cause" includes but is not limited to:

- (a) Material misrepresentation or omissions on the financial or medical forms.
- (b) Resident's actions that create a serious threat to the life, health, safety and peace of Resident or other Resident as determined solely by StoneRidge Retirement Living
- (c) Breach or default of any of the terms of this Agreement
- (d) Willful and continuing violation of operating policies defined in the Resident's Handbook
- C. Incapacity or Death Prior to Residency
 - 1. Single Occupancy: If death occurs prior to occupancy, or if through illness, injury or incapacity the Resident is precluded from becoming a Resident under the terms of this Agreement, this Agreement is automatically rescinded.

PRESIDENT & CEO _____ RESIDENT INITIAL_____

The Resident's legal representative shall receive a full refund of all moneys paid to StoneRidge Retirement Living less the application fee and any Monthly Fees paid, and those costs specifically incurred at the request of the Resident.

2. Double Occupancy: If death of one of two co-Resident occurs prior to occupancy, the surviving co-resident may terminate this agreement or amend it to single occupancy. If terminated, the Co-Resident shall receive a refund of all monies paid to StoneRidge Retirement Living less the application fee and any Monthly Fees paid, and those costs specifically incurred at the request of the Resident.

VIII. ENTRANCE FEE REFUND

Upon termination of this Agreement, StoneRidge Retirement Living shall refund the Entrance Fee in accordance with the provisions below. The Application Fee is a non-refundable processing fee.

A. <u>Termination before Occupancy</u>

The Entrance Fee will be refunded in full within thirty (30) days if the Resident rescinds this Agreement within seven (7) days of the execution of this Agreement in accordance with the Notice of Right to Rescind.

B. <u>Termination after Recission Period and before Occupancy</u>

The Entrance Fee will be refunded in full, less the application fee, reservation deposit and any amounts to cover any unpaid charges or expenses incurred at the request of the Resident.

PRESIDENT & CEO _____

RESIDENT INITIAL _____
C. <u>Termination after Occupancy</u>

The Entrance Fee shall be fully refundable within the first thirty (30) days of the Designated Date of Occupancy or Occupancy, whichever occurs first, less the application fee, reservation deposit and any amounts to cover any unpaid charges or expenses incurred at the request of the Resident and to cover costs, other than those associated with reasonable wear and tear, incurred by StoneRidge Retirement Living to restore or repair the accommodation. After said thirty (30) days, StoneRidge Retirement Living shall refund that portion of the Entrance Fee remaining unamortized as of the date of surrender of the Residential Accommodation. StoneRidge Retirement Living shall deduct from the refund amount any outstanding amounts owed to the community, or related corporations, or to cover the cost of restoration of the Residential Accommodation beyond normal wear and tear.

D. <u>Payment of Refunds</u>

All refunds made pursuant to this Agreement will be made to Resident or Resident's estate unless an addendum or supplemental agreement has been signed by the Resident and given to the staff indicating the person or entity to which payment should be made. Refunds to estates will only be made after receipt of a copy of the "Letters of Testamentary". Refunds due following termination prior to Occupancy will be made with three (3) months of the termination date. For termination after Occupancy, applicable refunds will be made after Resident's Residential Accommodation has been reoccupied by another Resident, and the Entrance Fee paid in full. All refunds shall be calculated upon the unamortized portion of the Entrance Fee, less any fees or charges outstanding.

IX. RESIDENT RIGHTS AND OBLIGATIONS

A. <u>Right of Self Organization</u>

Resident of StoneRidge Retirement Living shall have the right of self-organization.

B. <u>Right to Receive Disclosure Statements</u>

StoneRidge Retirement Living shall deliver to Resident at the time of the execution of this Agreement, and at least annually thereafter, a copy of its Disclosure Statement.

PRESIDENT & CEO _____

C. <u>Guest Privileges</u>

Resident shall be authorized to entertain and accommodate guests in the Resident's accommodation for a period not to exceed fourteen (14) consecutive days or twenty-eight (28) days annually for the same individual visitor(s). In the event the stay exceeds twenty-eight (28) days, prior approval needs to be requested.

D. <u>Rights to Property</u>

The Resident is not entitled to any right, title or interest in the real or personal property or any other assets of StoneRidge Retirement Living.

E. <u>Facility Access to Individual Residence</u>

Resident shall permit StoneRidge Retirement Living personnel to enter the private residence for the purpose of making reasonable maintenance inspections and repairs. StoneRidge Retirement Living shall have the right to enter the Residential Accommodation to perform scheduled housekeeping, to respond to medical alerts, to respond to the fire alarm system, or in other appropriate circumstances.

F. <u>Use of Individual Residence</u>

Resident shall maintain the Residential Accommodation in a clean, sanitary, and orderly condition. Failure to do so will permit StoneRidge Retirement Living to have the right to take any remedial action and the cost of such action shall be charged to Resident.

Damage to the individual residence beyond ordinary wear and tear is the responsibility of Resident and costs for such repairs will be billed to the Resident or the Resident's Estate

G. <u>Health Insurance and Third Party Payments</u>

Resident must maintain certain insurances and agree to follow the procedures below:

PRESIDENT & CEO _____

RESIDENT INITIAL _____

- 1. Resident shall procure and maintain in force at his or her own expense maximum coverage available to the Resident under the Federal Government's Social Security programs ("Medicare A and B"), and at least one Medicare Supplemental Health Insurance policy such as those offered by the Blue Cross and Blue Shield Plans, to cover skilled nursing services, or such other comparable medical insurance plan which provides equivalent benefits and is approved in writing by StoneRidge Retirement Living.
- 2. Should the Resident fail to arrange for such medical insurance coverage, the Resident hereby authorizes StoneRidge Retirement Living to make application on his or her behalf; to pay for the Resident any premiums in connection with such insurance; and to bill these costs to the Resident on the monthly statement.
- 3. If Resident becomes eligible to receive payments from any third party for services provided under this Agreement, Resident shall at all times cooperate fully with StoneRidge and each third-party payor so that StoneRidge may make claim for and receive any applicable third party payments. StoneRidge Retirement Living has the right to any applicable benefits payable to StoneRidge Retirement Living under the insurance coverage required by this Agreement.
- 4. Resident may only enroll in a health maintenance organization ("HMO") or other managed care plan providing equivalent Medicare benefits with the written consent of StoneRidge Retirement Living. Prior to enrolling in any HMO or managed care plan, Resident shall sign an addendum identifying the plan and reflecting StoneRidge Retirement Living's approval or disapproval.
- 5. In the event that Resident's HMO does not agree to provide payment for services provided by StoneRidge Retirement Living and Resident is transferred to another provider, Resident shall continue to pay the Monthly Fee and additionally all costs and charges related to the transfer to and occupancy of the other provider.

PRESIDENT & CEO _____

H. <u>Other Insurance</u>

StoneRidge Retirement Living shall provide insurance on StoneRidge Retirement Living's property only. Resident is required to purchase and maintain personal property insurance and comprehensive liability insurance. Resident is solely responsible for insurance on his/her own automobile.

I. <u>Power of Attorney</u>

Resident will supply StoneRidge Retirement Living a true and correct copy of a signed and notarized general durable power of attorney naming a third party of the Resident's choice as his/her attorney-in-fact in conjunction with the execution of this agreement. The attorney-in-fact shall be authorized to conduct business or financial transactions in the event of the Resident's incapacity or disability. Resident agrees to maintain a valid Power of Attorney at all times during residency.

J. <u>Advance Directives</u>

Resident will supply StoneRidge Retirement Living with a copy of any advance directives, such as a living will, existing at the time of this agreement or executed in the future.

K. <u>Change of Accommodation</u>

Resident has the option to move from the Residential Accommodation identified in this Agreement to another accommodation within StoneRidge, if available and approved by the Staff. Resident's request for change must be submitted in writing to StoneRidge Retirement Living. At the time an accommodation becomes available Resident must submit a current financial statement.

If StoneRidge approves and Resident moves to a larger Residential accommodation, Resident shall pay the difference between the Entrance Fee paid and the current Entrance Fee for the requested Residential Accommodation. The Entrance Fee paid upon transfer to a larger Residential Accommodation shall be amortized in the same proportion as the prior Entrance Fee is amortized as of the date of the transfer.

PRESIDENT & CEO _____

L. <u>Rights to Property/Subordination</u>

Resident is not entitled to any right, title or interest in the real or personal property or any other assets of StoneRidge Retirement Living. Any rights, privileges, or benefits under this Agreement, including Resident's right to a full or partial refund, shall be subordinate to any existing or subsequent interest in the real or personal property of StoneRidge Retirement Living.

M. <u>Injury Caused by Others</u>

StoneRidge Retirement Living is not responsible for any injury, illness or damage caused to the Resident or their property by the negligence or willful misconduct of another Resident or other third party.

N. Policies/Rules/Regulations

Resident agrees to abide by all the policies of StoneRidge Retirement Living currently in effect and hereafter adopted. Current policies and future revisions will be available to the Resident.

O. <u>Limitations on Increases in the Entrance Fee</u>

Charges for health services paid in one lump sum in the form of the Entrance Fee shall not be increased or changed during the term of this Agreement, except for changes required by state or federal assistance programs.

X. MISCELLANEOUS

A. <u>Average Annual Cost of Services</u>

The average annual cost of providing care and services during the most recent twelve month period for which a report is available for a Resident is stated in the annual copy of StoneRidge Retirement Living's Disclosure Statement.

B. Severability

The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

PRESIDENT & CEO _____

RESIDENT INITIAL _____

C. Entire Agreement

This Agreement along with any addendum(s) or schedules constitutes the entire Agreement between StoneRidge Retirement Living and Resident. StoneRidge Retirement Living shall not be responsible or liable for any statements, representations or promises made by any person representing StoneRidge Retirement Living, unless such statements, representations or promises are set forth in this Agreement. Furthermore, no act, agreement or statement of any resident, or of an individual purchasing care for a resident under any agreement to furnish care to the resident, shall constitute a valid waiver of any provision of this agreement intended for the benefit or protection of the resident or the individual purchasing care for the resident.

D. <u>Bindings</u>

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Resident and StoneRidge Retirement Living.

E. <u>Headings</u>

Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. <u>Governance</u>

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

G. <u>Notice</u>

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To StoneRidge Retirement Living:	Administrative Office StoneRidge Retirement Living 440 East Lincoln Ave. Myerstown, PA 17067
To Resident (Before Occupancy):	Name Address City, State Zip
PRESIDENT & CEO	RESIDENT INITIAL

XI. SCHEDULE OF FEES

NAME:

ACCOMMODATION:

ENTRANCE FEE: \$

MONTHLY FEE: \$

OCCUPANCY DATE:

OTHER CONDITIONS: NONE

IN WITNESS WHEREOF, Resident and StoneRidge Retirement Living have set their hands and signed this Agreement.

WITNESS

PRESIDENT & CEO

WITNESS

RESIDENT:

WITNESS

RESIDENT:

Date Rescission Period Begins: Date

NOTICE OF RIGHT TO RESCIND

You may rescind and terminate your RESIDENCY AGREEMENT, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your agreement within the seven (7) day period.

To rescind your RESIDENCY AGREEMENT, mail or deliver a signed and dated copy of this Notice, or any other dated written notice, letter or telegram stating your desire to rescind to StoneRidge Retirement Living, Myerstown, Pennsylvania, not later than midnight of Date.

Pursuant to this Notice, I hereby cancel my Reservation Agreement.

Date: _____

Name

Name

Asset Preservation Residency Agreement

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RESIDENCY AGREEMENT

StoneRidge Retirement Living is a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania to establish and operate StoneRidge Poplar Run as a continuing care retirement community, located at 440-450 East Lincoln Avenue, Myerstown, PA.

(Names) (referred to in this Agreement as "Resident") has on this ____ day of (Month), (Year), entered into this RESIDENCY AGREEMENT with StoneRidge Retirement Living, (referred to as "StoneRidge" or "StoneRidge Retirement Living"), the terms of which are set out below. (If two persons sign this Agreement, the word "Resident" shall apply to them jointly and separately, as required by the context.)

I. RESIDENTIAL LIVING SERVICES AND FACILITIES

StoneRidge Retirement Living shall provide Resident, who meets StoneRidge Retirement Living's Conditions of Occupancy, with the Residential Accommodation, common facilities and designated services specified in this Agreement, beginning on the Designated Occupancy Date or Occupancy, whichever is earlier.

A. <u>Living Accommodation</u>

StoneRidge Retirement Living agrees that you shall have a personal and non-assignable right to occupy a Living Accommodation in accordance with the terms of this Agreement.

B. <u>Furnishings</u>

StoneRidge Retirement Living shall provide a refrigerator, range/oven, microwave, carpeting, dishwasher, blinds and a garbage disposal. Resident may request optional furnishings or fixtures at an additional charge. Upon installation, all additional furnishings or fixtures immediately become the property of StoneRidge Retirement Living and shall remain in the residence after termination of the Agreement.

PRESIDENT & CEO_____ RESIDENT INITIAL _____

C. <u>Common Facilities</u>

Resident may use, in common with other members of StoneRidge, the dining room, arts and crafts area, beauty and barber shop, lobbies, lounges, library, designated laundry facilities, recreation room, woodshop, music room and the conference room.

D. Storage Facilities

StoneRidge Retirement Living shall provide one storage unit in a designated area for your apartment unit.

E. <u>Structural Changes and Redecoration</u>

Structural or physical change or redecoration to the accommodation may be made only with the written approval of the StoneRidge Retirement Living administrative staff. The cost of such alterations and restoration to original condition, except that cost due to normal wear and tear, shall be paid by the Resident.

F. <u>Utilities</u>

StoneRidge Retirement Living shall provide, as part of the Monthly Fee, water, sewer, heat, electricity, air conditioning, and basic TV service.

G. <u>Telephone</u>

A monthly usage fee established by StoneRidge Retirement Living and any other telephone service charges, including long distance service charges, are not included in the Monthly Fee and shall be paid by the Resident.

H. <u>Maintenance and Repair Services</u>

StoneRidge Retirement Living shall repair, maintain and replace equipment owned by StoneRidge Retirement Living. The Resident will be responsible for repairs, maintenance and replacement of the Resident's personal property.

I. <u>Grounds</u>

StoneRidge Retirement Living shall provide grounds keeping, lawn care, snow removal and trash removal from designated areas.

PRESIDENT & CEO_____

J. <u>Dining Services</u>

StoneRidge Retirement Living makes available a variety of dining opportunities. Procedures for the dining services are as follows:

- 1. StoneRidge Retirement Living shall provide, as part of this contract, a meal credit as part of the monthly fee. The details of this credit and its availability are explained in the Resident Handbook and may change from time to time. Resident shall choose how they desire to utilize the credit based on the personal preference.
- 2. Meal delivery service in the event of illness shall be provided at no additional charge for an unlimited period of time; however StoneRidge reserves the right to evaluate resident abilities on an individual basis. Residents must provide StoneRidge Retirement Living with a physician's order indicating the need for sick tray service for periods longer than two (2) days.
- 3. StoneRidge Retirement Living may accommodate special diets with a separate charge for diets requiring special preparation.
- 4. Additional meal plans may be available upon request.
- 5. Guest meals will be available at prevailing rates

K. <u>Housekeeping</u>

StoneRidge Retirement Living shall provide light housekeeping services on a regular basis in accordance with the policy established in the Resident Handbook.

L. <u>Transportation</u>

StoneRidge Retirement Living shall provide transportation, according to a predetermined schedule and route, for medical appointments within a pre-determined radius. Scheduled transportation is also provided to local shopping centers, supermarkets and churches. Additional transportation services are available for an additional fee.

M. <u>Security</u>

StoneRidge Retirement Living shall provide security services, including an electronic entry system as described in the Resident Handbook.

PRESIDENT & CEO _____

N. <u>Parking</u>

StoneRidge Retirement Living shall provide one designated parking space for each Residence.

O. <u>Scope of Services</u>

StoneRidge Retirement Living reserves the right to revise the services included in the Monthly Fee and to adjust the Monthly Fee appropriately.

II. MEDICAL AND EMERGENCY SERVICES

A. <u>Emergency Response System</u>

StoneRidge Retirement Living shall provide each residence with a call system by which Resident can contact StoneRidge Retirement Living personnel available to respond twenty-four (24) hours a day, seven (7) days a week, to assess the Resident's need. If there is a need for additional or emergency medical assistance, StoneRidge Retirement Living shall contact emergency or other health care providers.

While the call system may be used to inform StoneRidge Retirement Living of a medical emergency or a security concern, StoneRidge Retirement Living disclaims any and all responsibility for responding to medical emergencies and for any liability for any injury or damages resulting from mechanical failure of the emergency call system.

B. <u>Home Health Care Services</u>

Home Health Care Services available at StoneRidge Retirement Living on a fee-for service basis include skilled nursing care, physical, occupational, speech, respiratory, and enterostomal therapies, home infusion services and supplies, and social services for the homebound. The scope and details concerning these services can be found in the Resident Handbook. Resident has the right to secure other outside services with approval from StoneRidge Retirement Living.

PRESIDENT & CEO _____

StoneRidge Retirement Living does not assume responsibility for the scope of care provided by outside home or health care personnel. Such services are hired at the sole discretion of Resident. Resident is required to confirm that any approved provider of such services has worker's compensation insurance coverage. Resident releases StoneRidge Retirement Living from any liability for any damages or injuries caused to Resident, other Resident or staff, by any home or health care personnel not employed by StoneRidge Retirement Living.

C. <u>Emergency Transportation</u>

Emergency Transportation is available through annual membership with a local First Aid Unit. It is the responsibility of the Resident to enroll in and maintain annual membership. Further information is available in the Resident Handbook.

D. <u>Limitations on Care</u>

The Health Care Center is not designed to care for persons who abuse alcohol or drugs or who are afflicted with serious mental illness and require specialized psychiatric care or services not authorized or permitted under the nursing or personal care licensure regulations. If StoneRidge Retirement Living determines that Resident's mental or physical condition is such that Resident's continued presence in StoneRidge Retirement Living is either dangerous or detrimental to the life, health, safety of Resident or other Resident, or the peaceful enjoyment of StoneRidge Retirement Living by other Resident, StoneRidge Retirement Living may transfer Resident to an appropriate outside care facility at Resident's expense. StoneRidge Retirement Living's determination shall be made in writing and signed by the Medical Director and the Administrator of StoneRidge Retirement Living. Resident shall continue to pay the Monthly Fee in accordance with the terms of this agreement until termination of said agreement.

III. NURSING CARE AND ASSISTED LIVING SERVICES

A. <u>Health Care Center</u>

StoneRidge Retirement Living shall operate Assisted Living and Nursing Care facilities in the Health Care Center which are licensed by the Commonwealth of Pennsylvania. StoneRidge Retirement Living shall make available, for an additional charge, Assisted Living services in private or semi-private accommodations and routine Nursing Care Services in semi-private accommodations on a temporary or permanent basis. Resident shall sign an admission agreement upon transfer to either the Assisted Living or Nursing Care facilities, which agreements will supplement the terms of this Agreement.

PRESIDENT & CEO _____

RESIDENT INITIAL _____

B. <u>Authority To Transfer</u>

StoneRidge Retirement Living may transfer Resident from and between the Residential Accommodation and the Health Care Center for any of the following reasons:

- 1. StoneRidge Retirement Living determines that the Resident is unable to satisfy the Conditions of Occupancy for the Residential Accommodation.
- 2. StoneRidge Retirement Living determines that such a move should be made.
 - (a) For the proper operation of StoneRidge
 - (b) To comply with regulations of the Department of Public Welfare, the Pennsylvania Department of Health, regulations of the local Fire Department, or any other duly constituted authorities or agencies; or
 - (c) To meet the requirements of law.

In the event that there is insufficient space in the Health Care Center at such time as Resident may require assisted living or nursing care services, then StoneRidge Retirement Living may transfer Resident to an outside facility selected by Resident or StoneRidge Retirement Living until such time as a nursing bed or assisted living accommodation becomes available.

If Resident's physical or mental health has deteriorated to the degree that Resident's presence in StoneRidge is detrimental to Resident or to the health, safety or peace of other Resident, or if Resident is unable to meet the admission criteria for the HealthCare Center, StoneRidge Retirement Living may transfer Resident to a hospital, or other outside healthcare provider.

PRESIDENT & CEO_____

RESIDENT INITIAL _____

C. <u>Transfer Procedures</u>

The Resident or responsible party will be consulted in advance to the extent possible. Recommendations for relocation to the Health Care Center will be reviewed internally in accordance with the utilization review procedures in effect at the time. Full consideration will be given to the Resident's or responsible party's wishes in this process. However, StoneRidge Retirement Living reserves the right to make the final decision in the best interest of the overall facility operation and the health, safety and well being of the other Resident.

D. <u>Temporary or Permanent Nature of Transfer</u>

StoneRidge Retirement Living, in accordance with its utilization review procedures, shall be responsible to determine whether the transfer is temporary or permanent and whether Resident is able to satisfy the Conditions of Occupancy. StoneRidge Retirement Living's decision regarding the temporary or permanent nature of any transfer may be made prior to the lapse of thirty (30) days from the date of transfer or at any other time deemed appropriate by StoneRidge Retirement Living. If Resident's transfer is temporary, Resident may retain possession of the Residential Accommodation for the purpose of resuming residency.

Resident shall continue to pay the applicable monthly fee while receiving services in the HealthCare Center. If Resident's transfer is permanent, Resident's Residential Accommodation shall be released (if not occupied by a Co-Resident) and made available for occupancy by another Resident. Resident and/or Resident's responsible party shall be notified and given thirty (30) days to remove personal possessions.

E. Costs Related to Transfer to the Health Care Center or Other Health Care Facility

Resident may incur a transportation charge to be relocated to another facility. Terms of the other facilities charges or the reservation of your residential living accommodation are outlined below.

PRESIDENT & CEO _____

1. Health Care Center

Resident shall pay the applicable Daily Rate set forth in StoneRidge Retirement Living's Rate Schedule for routine assisted living or nursing care services in StoneRidge Retirement Living's Health Care Center. A description of the routine assisted living and nursing care services covered by and included in the Daily Rate and ancillary services not covered by or included in the Daily Rate is contained in StoneRidge Retirement Living's Rate Schedule, which is subject to change from time to time. StoneRidge Retirement Living reserves the right to determine the scope and extent of services provided in the Health Care Center. Certain higher acuity or higher level of care services, such as ventilator dependency care, may not be available. To the extent that StoneRidge Retirement Living provides any specialized, non-routine nursing care services for higher levels of care, those services shall be provided at an additional charge over and above the Daily Rate.

2. Other Health Care Facility

Resident shall pay all costs and charges for care in any personal or nursing care facility to which Resident may be transferred because of insufficient space in the Health Care Center or because Resident is unable to meet the criteria for admission to the Health Care Center. Resident shall pay all costs and charges related to Resident's transfer to and occupancy of any other health care facility.

3. <u>Reservation of Living Accommodation</u>

In the case of Single Occupancy, during any temporary transfer to the Health Care Center or other health care facility, Resident shall continue to pay the then current applicable Monthly Fee to reserve the residential accommodation. Upon the permanent transfer of Resident to the Health Care Center or other health care facility and surrender of the residential accommodation, the obligation to pay the Monthly Fee shall cease.

In the case of Double Occupancy, Co-Resident shall continue to pay the then current applicable Monthly Fee for Co-Resident's continued Occupancy of the residential accommodation or to reserve the accommodation.

Upon the permanent transfer of both Co-Resident to the Health Care Center or other health care facility, the obligation to pay the Monthly Fee shall cease.

PRESIDENT & CEO _____

F. <u>Return to Residence after Transfer</u>

If, following permanent transfer, and after release of a Residential Accommodation, StoneRidge Retirement Living determines that Resident has recovered sufficiently to satisfy the Conditions of Occupancy of a Residential Accommodation, Resident shall receive the first available accommodation with a floor plan comparable to the one relinquished.

G. <u>StoneRidge Retirement Living's Obligation</u>

StoneRidge Retirement Living agrees that the Resident shall not be liable to a health care provider for services, which StoneRidge has agreed to provide under this Agreement. In the event a health care provider seeks payment from the Resident, StoneRidge Retirement Living shall assume liability for payment of the health care services rendered, if the health care services rendered are services which StoneRidge has agreed to furnish to the Resident in consideration of the Resident's payment of the Entrance Fee and Monthly Fees. For purposes of this paragraph, the term "health care provider" shall include employees of StoneRidge Retirement Living, on a fee-for-service basis, or otherwise.

IV. RESIDENTIAL LIVING FEES

A. <u>Application Fee</u>

Resident shall pay to StoneRidge Retirement Living a non-refundable Application Fee at the time of submitting the preliminary application for admission.

B. <u>Entrance Fee</u>

The Entrance Fee that is paid by Resident, is a fee to purchase a contract for services upon the terms and conditions set forth in this Agreement and is paid as a condition of entrance to StoneRidge Retirement Living. The Resident is required to pay the Entrance Fee in accordance with the payment schedule at paragraph C. StoneRidge Retirement Living may use and apply these fees to any proper corporate purpose.

C. <u>Payment Schedule</u>

- 1. Resident shall pay, no later than thirty (30) days from the date of notice from StoneRidge Retirement Living of final approval of Resident's application, five percent (5%) of the Entrance Fee as a reservation deposit.
- 2. The reservation deposit is fully credited against the Entrance Fee for the accommodation selected by the Resident.

PRESIDENT & CEO _____

- 3. The Resident shall pay the remaining balance of ninety-five percent (95%) of the Entrance Fee, on or before the Designated Occupancy Date or Occupancy, whichever is earlier.
- D. <u>Monthly Fee</u>

Resident shall pay to StoneRidge Retirement Living a Monthly Fee for services provided. Procedure and terms are as follows:

- 1. The Monthly Fee is due upon receipt which will be in the form of a monthly statement. The monthly statement will arrive on or before the 5th day of each month. Interest will be charged for fees not paid by the 7th day of that month at a rate of one percent (1%).
- 2. Payment of the full Monthly Fee begins on the Designated Occupancy Date. If Resident does not assume Occupancy by the 90th day after payment of the reservation deposit, the monthly fee will be due as in Paragraph F.1.
- 3. The Monthly Fee may be adjusted from time to time. StoneRidge Retirement Living will provide at least thirty (30) day's advance written notice of any changes in the Monthly Fee.
- 4. The Monthly Statement may include charges for miscellaneous, ancillary or other services.

V. FINANCIAL ASSISTANCE POLICY

It is StoneRidge Retirement Living's policy that this Residency Agreement shall not be terminated solely because of Resident's financial inability to pay the Monthly Fee or other charges, if (a) Resident presents to StoneRidge Retirement Living's administration facts which justify financial assistance, and (b) any necessary financial assistance can be granted or continued without impairing the ability of StoneRidge Retirement Living to provide care for its other Resident and to attain its objectives while operating on a sound financial basis. Below is a general outline of how the policy operates:

PRESIDENT & CEO _____

- A. To be eligible for financial assistance, Resident shall not have transferred, gifted or depleted resources in contemplation of the execution of this Agreement, or subsequently, which were represented as being available or which would impair resident's ability to satisfy Resident's financial obligations under this Agreement. Resident agrees to provide initial and ongoing financial information as required.
- B. In the event that Resident's income is or becomes insufficient to pay the monthly expenses incurred, Resident shall take all necessary steps to sell and liquidate capital assets and other resources in order to fulfill Resident's financial obligations to StoneRidge Retirement Living.
- C. It is the Resident's responsibility to seek all other available sources of financial assistance including family, church or social welfare agencies which may be in a position to render financial assistance.
- D. Resident is required to apply for, and to take the steps necessary to obtain, if qualified, financial assistance from any appropriate governmental agency. Resident is required to report to StoneRidge Retirement Living any material increase in Resident's assets or the assets value.
- E. Resident shall not sell or otherwise transfer property for less than the fair market value of the property without the written consent of StoneRidge Retirement Living. Resident's estate shall be liable for any amount of subsidy provided by StoneRidge Retirement Living to Resident, and such amount shall be deducted from the funds otherwise due Resident's estate as a refund under this Agreement.
- F. If financial assistance is granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time. The amount of any subsidy shall be determined solely by StoneRidge Retirement Living in accordance with this financial assistance policy.

PRESIDENT & CEO_____

VI. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

A. <u>Non-Resident</u>

In the event that a single Resident wishes to marry or have another person enter StoneRidge Retirement Living and share Resident's Residential Accommodation as a Co-Resident, the proposed Additional Occupant must file an application for admission and meet the Conditions of Occupancy and other admission requirements applicable to Resident of StoneRidge Retirement Living. Admittance of an additional Occupant shall be at the sole discretion of StoneRidge Retirement Living. Upon approval, the Monthly Fee shall be increased to the Double Occupancy rate.

If StoneRidge determines that the non-Resident does not meet the Conditions of Occupancy and other admission requirements for StoneRidge Retirement Living, the Resident shall be entitled to terminate the Agreement in accordance with the termination provisions set forth in this Agreement.

B. Other Resident

In the event that Resident desires either to marry another Resident or to share a Residential Accommodation with another Resident, Resident shall select and designate in writing at least ninety (90) days in advance of the proposed move, which one of the two individual residences shall be thereafter occupied jointly. Upon transfer, the Monthly Fee for Double Occupancy of the designated Residential Accommodation shall be paid. The Residency Agreement shall be amended accordingly.

VII. TERMINATION/ RECISSION OF AGREEMENT

The following is an outline as to the types of Termination or Rescission of this Agreement that may occur and the associated procedure we will follow:

- A. <u>Termination by Resident</u>
 - 1. Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to StoneRidge Retirement Living.
 - 2. After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date, Resident may terminate this Agreement by delivering written notice to StoneRidge Retirement Living.

PRESIDENT & CEO _____ RESIDENT INITIAL _____

3. After Occupancy, Resident may terminate this Agreement by delivery of ninety (90) days prior written notice to StoneRidge Retirement Living. Termination is effective upon surrender of the Residential Accommodation. The Resident's obligation regarding the Monthly Fee continues as long as the Resident occupies the accommodation.

B. <u>Termination by StoneRidge Retirement Living</u>

- 1. At any time prior to Occupancy, StoneRidge Retirement Living may terminate this Agreement for failure of Resident to meet the Conditions of Occupancy or any other cause by delivery of written notice to Resident.
- 2. StoneRidge Retirement Living may terminate this Agreement after Occupancy upon a determination of just cause and delivery of thirty (30) days written notice or upon delivery of such written notice as is reasonable under the circumstances, to Resident or Resident's representative.

The refund provisions of this Agreement shall apply to termination for just cause in the same manner as such provisions would apply to any other termination. "Just cause" includes but is not limited to:

- (a) Material misrepresentation or omissions on the financial or medical forms.
- (b) Resident's actions that create a serious threat to the life, health, safety and peace of Resident or other Resident as determined solely by StoneRidge Retirement Living
- (c) Breach or default of any of the terms of this Agreement
- (d) Willful and continuing violation of operating policies defined in the Resident's Handbook
- C. Incapacity or Death Prior to Residency
 - 1. Single Occupancy: If death occurs prior to occupancy, or if through illness, injury or incapacity the Resident is precluded from becoming a Resident under the terms of this Agreement, this Agreement is automatically rescinded.

PRESIDENT & CEO _____ RESIDENT INITIAL_____

The Resident's legal representative shall receive a full refund of all moneys paid to StoneRidge Retirement Living less the application fee and any Monthly Fees paid, and those costs specifically incurred at the request of the Resident.

2. Double Occupancy: If death of one of two co-Resident occurs prior to occupancy, the surviving co-resident may terminate this agreement or amend it to single occupancy. If terminated, the Co-Resident shall receive a refund of all monies paid to StoneRidge Retirement Living less the application fee and any Monthly Fees paid, and those costs specifically incurred at the request of the Resident.

VIII. ENTRANCE FEE REFUND

There is no refund associated with this contract. The Resident surrenders the full Entrance Fee on the date of occupancy.

IX. RESIDENT RIGHTS AND OBLIGATIONS

A. <u>Right of Self Organization</u>

Resident of StoneRidge Retirement Living shall have the right of self-organization.

B. <u>Right to Receive Disclosure Statements</u>

StoneRidge Retirement Living shall deliver to Resident at the time of the execution of this Agreement, and at least annually thereafter, a copy of its Disclosure Statement.

C. <u>Guest Privileges</u>

Resident shall be authorized to entertain and accommodate guests in the Resident's accommodation for a period not to exceed fourteen (14) consecutive days or twenty-eight (28) days annually for the same individual visitor(s). In the event the stay exceeds twenty-eight (28) days, prior approval needs to be requested.

D. <u>Rights to Property</u>

The Resident is not entitled to any right, title or interest in the real or personal property or any other assets of StoneRidge Retirement Living.

PRESIDENT & CEO _____

E. <u>Facility Access to Individual Residence</u>

Resident shall permit StoneRidge Retirement Living personnel to enter the private residence for the purpose of making reasonable maintenance inspections and repairs. StoneRidge Retirement Living shall have the right to enter the Residential Accommodation to perform scheduled housekeeping, to respond to medical alerts, to respond to the fire alarm system, or in other appropriate circumstances.

F. <u>Use of Individual Residence</u>

Resident shall maintain the Residential Accommodation in a clean, sanitary, and orderly condition. Failure to do so will permit StoneRidge Retirement Living to have the right to take any remedial action and the cost of such action shall be charged to Resident.

Damage to the individual residence beyond ordinary wear and tear is the responsibility of Resident and costs for such repairs will be billed to the Resident or the Resident's Estate

G. <u>Health Insurance and Third Party Payments</u>

Resident must maintain certain insurances and agree to follow the procedures below:

- 1. Resident shall procure and maintain in force at his or her own expense maximum coverage available to the Resident under the Federal Government's Social Security programs ("Medicare A and B"), and at least one Medicare Supplemental Health Insurance policy such as those offered by the Blue Cross and Blue Shield Plans, to cover skilled nursing services, or such other comparable medical insurance plan which provides equivalent benefits and is approved in writing by StoneRidge Retirement Living.
- 2. Should the Resident fail to arrange for such medical insurance coverage, the Resident hereby authorizes StoneRidge Retirement Living to make application on his or her behalf; to pay for the Resident any premiums in connection with such insurance; and to bill these costs to the Resident on the monthly statement.

PRESIDENT & CEO _____

- 3. If Resident becomes eligible to receive payments from any third party for services provided under this Agreement, Resident shall at all times cooperate fully with StoneRidge and each third-party payor so that StoneRidge may make claim for and receive any applicable third party payments. StoneRidge Retirement Living has the right to any applicable benefits payable to StoneRidge Retirement Living under the insurance coverage required by this Agreement.
- 4. Resident may only enroll in a health maintenance organization ("HMO") or other managed care plan providing equivalent Medicare benefits with the written consent of StoneRidge Retirement Living. Prior to enrolling in any HMO or managed care plan, Resident shall sign an addendum identifying the plan and reflecting StoneRidge Retirement Living's approval or disapproval.
- 5. In the event that Resident's HMO does not agree to provide payment for services provided by StoneRidge Retirement Living and Resident is transferred to another provider, Resident shall continue to pay the Monthly Fee and additionally all costs and charges related to the transfer to and occupancy of the other provider.

H. Other Insurance

StoneRidge Retirement Living shall provide insurance on StoneRidge Retirement Living's property only. Resident is required to purchase and maintain personal property insurance and comprehensive liability insurance. Resident is solely responsible for insurance on his/her own automobile.

I. <u>Power of Attorney</u>

Resident will supply StoneRidge Retirement Living a true and correct copy of a signed and notarized general durable power of attorney naming a third party of the Resident's choice as his/her attorney-in-fact in conjunction with the execution of this agreement. The attorney-in-fact shall be authorized to conduct business or financial transactions in the event of the Resident's incapacity or disability. Resident agrees to maintain a valid Power of Attorney at all times during residency.

J. <u>Advance Directives</u>

Resident will supply StoneRidge Retirement Living with a copy of any advance directives, such as a living will, existing at the time of this agreement or executed in the future.

PRESIDENT & CEO_____

K. <u>Change of Accommodation</u>

Resident has the option to move from the Residential Accommodation identified in this Agreement to another accommodation within StoneRidge, if available and approved by the Staff. Resident's request for change must be submitted in writing to StoneRidge Retirement Living. At the time an accommodation becomes available Resident must submit a current financial statement.

If StoneRidge approves and Resident moves to a larger Residential accommodation, Resident shall pay the difference between the Entrance Fee paid and the current Entrance Fee for the requested Residential Accommodation. The Entrance Fee paid upon transfer to a larger Residential Accommodation shall be amortized in the same proportion as the prior Entrance Fee is amortized as of the date of the transfer.

L. <u>Rights to Property/Subordination</u>

Resident is not entitled to any right, title or interest in the real or personal property or any other assets of StoneRidge Retirement Living. Any rights, privileges, or benefits under this Agreement, including Resident's right to a full or partial refund, shall be subordinate to any existing or subsequent interest in the real or personal property of StoneRidge Retirement Living.

M. <u>Injury Caused by Others</u>

StoneRidge Retirement Living is not responsible for any injury, illness or damage caused to the Resident or their property by the negligence or willful misconduct of another Resident or other third party.

N. Policies/Rules/Regulations

Resident agrees to abide by all the policies of StoneRidge Retirement Living currently in effect and hereafter adopted. Current policies and future revisions will be available to the Resident.

O. Limitations on Increases in the Entrance Fee

Charges for health services paid in one lump sum in the form of the Entrance Fee shall not be increased or changed during the term of this Agreement, except for changes required by state or federal assistance programs.

PRESIDENT & CEO _____

X. MISCELLANEOUS

A. Average Annual Cost of Services

The average annual cost of providing care and services during the most recent twelve month period for which a report is available for a Resident is stated in the annual copy of StoneRidge Retirement Living's Disclosure Statement.

B. <u>Severability</u>

The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

C. Entire Agreement

This Agreement along with any addendum(s) or schedules constitutes the entire Agreement between StoneRidge Retirement Living and Resident. StoneRidge Retirement Living shall not be responsible or liable for any statements, representations or promises made by any person representing StoneRidge Retirement Living, unless such statements, representations or promises are set forth in this Agreement. Furthermore, no act, agreement or statement of any resident, or of an individual purchasing care for a resident under any agreement to furnish care to the resident, shall constitute a valid waiver of any provision of this agreement intended for the benefit or protection of the resident or the individual purchasing care for the resident.

D. <u>Bindings</u>

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Resident and StoneRidge Retirement Living.

E. <u>Headings</u>

Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. <u>Governance</u>

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

PRESIDENT & CEO _____

RESIDENT INITIAL _____

G. <u>Notice</u>

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To StoneRidge Retirement Living:	Administrative Office StoneRidge Retirement Living 440 East Lincoln Ave. Myerstown, PA 17067
To Resident (Before Occupancy):	(Names) (Street) (City, State, Zip)

PRESIDENT & CEO_____

XI. SCHEDULE OF FEES

NAME:

ACCOMMODATION:

ENTRANCE FEE:

MONTHLY FEE:

OCCUPANCY DATE:

OTHER CONDITIONS:

IN WITNESS WHEREOF, Resident and StoneRidge Retirement Living have set their hands and signed this Agreement.

WITNESS

PRESIDENT & CEO

WITNESS

RESIDENT:

WITNESS

RESIDENT:

Date Rescission Period Begins: (Date)

NOTICE OF RIGHT TO RESCIND

You may rescind and terminate your RESIDENCY AGREEMENT, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your agreement within the seven (7) day period.

To rescind your RESIDENCY AGREEMENT, mail or deliver a signed and dated copy of this Notice, or any other dated written notice, letter or telegram stating your desire to rescind to StoneRidge Retirement Living, Myerstown, Pennsylvania, not later than midnight of (Date).

Pursuant to this Notice, I hereby cancel my Reservation Agreement.

Date: _____

Name

Name

Monthly Plan Residency Agreement

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RESIDENCY AGREEMENT

StoneRidge Retirement Living, is a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania to establish and operate StoneRidge Poplar Run as a continuing care retirement community, located at 440-450 East Lincoln Avenue, Myerstown, PA.

(Name) (referred to in this Agreement as "Resident") has on this _____ day of (Month), (Year), entered into this RESIDENCY AGREEMENT with StoneRidge Retirement Living, (referred to as "StoneRidge" or "StoneRidge Retirement Living "), the terms of which are set out below. (If two persons sign this Agreement, the word "Resident" shall apply to them jointly and separately, as required by the context.)

I. RESIDENTIAL LIVING SERVICES AND FACILITIES

StoneRidge Retirement Living shall provide Resident, who meets StoneRidge Retirement Living's Conditions of Occupancy, with the Residential Accommodation, common facilities and designated services specified in this Agreement, beginning on the Designated Occupancy Date or Occupancy, whichever is earlier.

A. <u>Living Accommodation</u>

StoneRidge Retirement Living agrees that you shall have a personal and non-assignable right to occupy a Living Accommodation in accordance with the terms of this Agreement.

B. <u>Furnishings</u>

StoneRidge Retirement Living shall provide a refrigerator, range/oven, dishwasher, microwave/convection oven, carpeting, blinds and a garbage disposal. Resident may request optional furnishings or fixtures at an additional charge. Upon installation, all additional furnishings or fixtures immediately become the property of StoneRidge Retirement Living and shall remain in the residence after termination of the Agreement.

PRESIDENT & CEO_____ RESIDENT INITIAL _____

C. <u>Common Facilities</u>

Resident may use, in common with other members of StoneRidge, the dining room, arts and crafts area, beauty and barber shop, lobbies, lounges, library, designated laundry facilities, recreation room, woodshop, music room and the conference room.

D. Storage Facilities

StoneRidge Retirement Living shall provide one storage unit in a designated area for your apartment unit.

E. <u>Structural Changes and Redecoration</u>

Structural or physical change or redecoration to the accommodation may be made only with the written approval of the StoneRidge Retirement Living administrative staff. The cost of such alterations and restoration to original condition, except that cost due to normal wear and tear, shall be paid by the Resident.

F. <u>Utilities</u>

StoneRidge Retirement Living shall provide, as part of the Monthly Fee, water, sewer, heat, electricity, air conditioning, and basic TV service.

G. <u>Telephone</u>

A monthly usage fee established by StoneRidge Retirement Living and any other telephone service charges, including long distance service charges, are not included in the Monthly Fee and shall be paid by the Resident.

H. <u>Maintenance and Repair Services</u>

StoneRidge Retirement Living shall repair, maintain and replace equipment owned by StoneRidge Retirement Living. The Resident will be responsible for repairs, maintenance and replacement of the Resident's personal property.

I. <u>Grounds</u>

StoneRidge Retirement Living shall provide grounds keeping, lawn care, snow removal and trash removal from designated areas.

PRESIDENT & CEO_____ RESIDEN

RESIDENT INITIAL _____

J. <u>Dining Services</u>

StoneRidge Retirement Living makes available a variety of dining opportunities. Procedures for the dining services are as follows:

- 1. StoneRidge Retirement Living shall provide, as part of this contract, a meal credit as part of the monthly fee. The details of this credit and its availability are explained in the Resident Handbook and may change from time to time. Resident shall choose how they desire to utilize the credit based on the personal preference.
- 2. Meal delivery service in the event of illness shall be provided at no additional charge for an unlimited period of time; however StoneRidge reserves the right to evaluate resident abilities on an individual basis. Residents must provide StoneRidge Retirement Living with a physician's order indicating the need for sick tray service for periods longer than two (2) days.
- 3. StoneRidge Retirement Living may accommodate special diets with a separate charge for diets requiring special preparation.
- 4. Additional meal plans may be available upon request.
- 5. Guest meals will be available at prevailing rates

K. <u>Housekeeping</u>

StoneRidge Retirement Living shall provide light housekeeping services and flat linen laundry service on a regular basis in accordance with the policy established in the Resident Handbook.

L. <u>Transportation</u>

StoneRidge Retirement Living shall provide transportation, according to a predetermined schedule and route, for medical appointments within a pre-determined radius. Scheduled transportation is also provided to local shopping centers, supermarkets and churches. Additional transportation services are available for an additional fee.

M. <u>Security</u>

StoneRidge Retirement Living shall provide security services, including an electronic

PRESIDENT & CEO _____

entry system as described in the Resident Handbook.

N. <u>Parking</u>

StoneRidge Retirement Living shall provide one designated parking space for each Residence.

O. <u>Scope of Services</u>

StoneRidge Retirement Living reserves the right to revise the services included in the Monthly Fee and to adjust the Monthly Fee appropriately.

II. MEDICAL AND EMERGENCY SERVICES

A. <u>Emergency Response System</u>

StoneRidge Retirement Living shall provide each residence with a call system by which Resident can contact StoneRidge Retirement Living personnel available to respond twenty-four (24) hours a day, seven (7) days a week, to assess the Resident's need. If there is a need for additional or emergency medical assistance, StoneRidge Retirement Living shall contact emergency or other health care providers.

While the call system may be used to inform StoneRidge Retirement Living of a medical emergency or a security concern, StoneRidge Retirement Living disclaims any and all responsibility for responding to medical emergencies and for any liability for any injury or damages resulting from mechanical failure of the emergency call system.

B. <u>Home Health Care Services</u>

Home Health Care Services available at StoneRidge Retirement Living on a fee-for service basis include skilled nursing care, physical, occupational, speech, respiratory, and enterostomal therapies, home infusion services and supplies, and social services for the homebound. The scope and details concerning these services can be found in the Resident Handbook. Resident has the right to secure other outside services with approval from StoneRidge Retirement Living.

StoneRidge Retirement Living does not assume responsibility for the scope of care provided by outside home or health care personnel. Such services are hired at the sole discretion of Resident. Resident is required to confirm that any approved provider of such services has worker's compensation insurance coverage. Resident releases StoneRidge Retirement Living from any liability for any damages or injuries caused to

PRESIDENT & CEO _____

Resident, other Resident or staff, by any home or health care personnel not employed by StoneRidge Retirement Living.

C. <u>Emergency Transportation</u>

Emergency Transportation is available through annual membership with a local First Aid Unit. It is the responsibility of the Resident to enroll in and maintain annual membership. Further information is available in the Resident Handbook.

D. <u>Limitations on Care</u>

The Health Care Center is not designed to care for persons who abuse alcohol or drugs or who are afflicted with serious mental illness and require specialized psychiatric care or services not authorized or permitted under the nursing or personal care licensure regulations. If StoneRidge Retirement Living determines that Resident's mental or physical condition is such that Resident's continued presence in StoneRidge Retirement Living is either dangerous or detrimental to the life, health, safety of Resident or other Resident, or the peaceful enjoyment of StoneRidge Retirement Living by other Resident, StoneRidge Retirement Living may transfer Resident to an appropriate outside care facility at Resident's expense. StoneRidge Retirement Living's determination shall be made in writing and signed by the Medical Director and the Administrator of StoneRidge Retirement Living. Resident shall continue to pay the Monthly Fee in accordance with the terms of this agreement until termination of said agreement.

III. NURSING CARE AND ASSISTED LIVING SERVICES

A. <u>Health Care Center</u>

StoneRidge Retirement Living shall operate Assisted Living and Nursing Care facilities in the Health Care Center which are licensed by the Commonwealth of Pennsylvania. StoneRidge Retirement Living shall make available, for an additional charge, Assisted Living services in private or semi-private accommodations and routine Nursing Care Services in semi-private accommodations on a temporary or permanent basis. Resident shall sign an admission agreement upon transfer to either the Assisted Living or Nursing Care facilities, which agreements will supplement the terms of this Agreement.

B. <u>Authority To Transfer</u>

StoneRidge Retirement Living may transfer Resident from and between the Residential Accommodation and the Health Care Center for any of the following reasons:

PRESIDENT & CEO _____
- 1. StoneRidge Retirement Living determines that the Resident is unable to satisfy the Conditions of Occupancy for the Residential Accommodation.
- 2. StoneRidge Retirement Living determines that such a move should be made.
 - (a) For the proper operation of StoneRidge
 - (b) To comply with regulations of the Department of Public Welfare, the Pennsylvania Department of Health, regulations of the local Fire Department, or any other duly constituted authorities or agencies; or
 - (c) To meet the requirements of law.

In the event that there is insufficient space in the Health Care Center at such time as Resident may require assisted living or nursing care services, then StoneRidge Retirement Living may transfer Resident to an outside facility selected by Resident or StoneRidge Retirement Living until such time as a nursing bed or assisted living accommodation becomes available.

If Resident's physical or mental health has deteriorated to the degree that Resident's presence in StoneRidge is detrimental to Resident or to the health, safety or peace of other Resident, or if Resident is unable to meet the admission criteria for the HealthCare Center, StoneRidge Retirement Living may transfer Resident to a hospital, or other outside healthcare provider.

C. <u>Transfer Procedures</u>

The Resident or responsible party will be consulted in advance to the extent possible. Recommendations for relocation to the Health Care Center will be reviewed internally in accordance with the utilization review procedures in effect at the time. Full consideration will be given to the Resident's or responsible party's wishes in this process. However, StoneRidge Retirement Living reserves the right to make the final decision in the best interest of the overall facility operation and the health, safety and well being of the other Resident.

D. <u>Temporary or Permanent Nature of Transfer</u>

StoneRidge Retirement Living, in accordance with its utilization review procedures, shall

PRESIDENT & CEO _____

RESIDENT INITIAL _____

be responsible to determine whether the transfer is temporary or permanent and whether Resident is able to satisfy the Conditions of Occupancy. StoneRidge Retirement Living's decision regarding the temporary or permanent nature of any transfer may be made prior to the lapse of thirty (30) days from the date of transfer or at any other time deemed appropriate by StoneRidge Retirement Living. If Resident's transfer is temporary, Resident may retain possession of the Residential Accommodation for the purpose of resuming residency.

Resident shall continue to pay the applicable monthly fee while receiving services in the HealthCare Center. If Resident's transfer is permanent, Resident's Residential Accommodation shall be released (if not occupied by a Co-Resident) and made available for occupancy by another Resident. Resident and/or Resident's responsible party shall be notified and given thirty (30) days to remove personal possessions.

E. Costs Related to Transfer to the Health Care Center or Other Health Care Facility

Resident may incur a transportation charge to be relocated to another facility. Terms of the other facilities charges or the reservation of your residential living accommodation are outlined below.

1. <u>Health Care Center</u>

Resident shall pay the applicable Daily Rate set forth in StoneRidge Retirement Living's Rate Schedule for routine assisted living or nursing care services in StoneRidge Retirement Living's Health Care Center. A description of the routine assisted living and nursing care services covered by and included in the Daily Rate and ancillary services not covered by or included in the Daily Rate is contained in StoneRidge Retirement Living's Rate Schedule, which is subject to change from time to time. StoneRidge Retirement Living reserves the right to determine the scope and extent of services provided in the Health Care Center. Certain higher acuity or higher level of care services, such as ventilator dependency care, may not be available. To the extent that StoneRidge Retirement Living provides any specialized, non-routine nursing care services for higher levels of care, those services shall be provided at an additional charge over and above the Daily Rate.

2. Other Health Care Facility

Resident shall pay all costs and charges for care in any personal or nursing care facility to which Resident may be transferred because of insufficient space in the

Health Care Center or because Resident is unable to meet the criteria for admission to the Health Care Center. Resident shall pay all costs and charges related to Resident's transfer to and occupancy of any other health care facility.

3. <u>Reservation of Living Accommodation</u>

In the case of Single Occupancy, during any temporary transfer to the Health Care Center or other health care facility, Resident shall continue to pay the then current applicable Monthly Fee to reserve the residential accommodation. Upon the permanent transfer of Resident to the Health Care Center or other health care facility and surrender of the residential accommodation, the obligation to pay the Monthly Fee shall cease.

In the case of Double Occupancy, Co-Resident shall continue to pay the then current applicable Monthly Fee for Co-Resident's continued Occupancy of the residential accommodation or to reserve the accommodation.

Upon the permanent transfer of both Co-Residents to the Health Care Center or other health care facility, the obligation to pay the Monthly Fee shall cease.

F. <u>Return to Residence after Transfer</u>

If, following permanent transfer, and after release of a Residential Accommodation, StoneRidge Retirement Living determines that Resident has recovered sufficiently to satisfy the Conditions of Occupancy of a Residential Accommodation, Resident shall receive the first available accommodation with a floor plan comparable to the one relinquished.

G. <u>StoneRidge Retirement Living's Obligation</u>

StoneRidge Retirement Living agrees that the Resident shall not be liable to a health care provider for services, which StoneRidge has agreed to provide under this Agreement. In the event a health care provider seeks payment from the Resident, StoneRidge Retirement Living shall assume liability for payment of the health care services rendered, if the health care services rendered are services which StoneRidge has agreed to furnish to the Resident in consideration of the Resident's payment of the Entrance Fee and Monthly Fees. For purposes of this paragraph, the term "health care provider" shall include employees of StoneRidge Retirement Living, on a fee-for-service basis, or otherwise.

PRESIDENT & CEO _____ RESID

RESIDENT INITIAL

IV. RESIDENTIAL LIVING FEES

A. <u>Application Fee</u>

Resident shall pay to StoneRidge Retirement Living a non-refundable Application Fee at the time of submitting the preliminary application for admission.

B. <u>Entrance Fee</u>

There is no entrance fee associated with this contract as resident has selected the Monthly Plan.

C. <u>Monthly Fee</u>

Resident shall pay to StoneRidge Retirement Living a Monthly Fee for services provided. Procedure and terms are as follows:

- 1. The Monthly Fee is due upon receipt which will be in the form of a monthly statement. The monthly statement will arrive on or before the 5th day of each month. Interest will be charged for fees not paid by the 7th day of that month at a rate of one percent (1%).
- 2. Payment of the full Monthly Fee begins on the Designated Occupancy Date. If Resident does not assume Occupancy by the 90th day after payment of the reservation deposit, the monthly fee will be due as in Paragraph F.1.
- 3. The Monthly Fee may be adjusted from time to time. StoneRidge Retirement Living will provide at least thirty (30) day's advance written notice of any changes in the Monthly Fee.
- 4. The Monthly Statement may include charges for miscellaneous, ancillary or other services.

V. FINANCIAL ASSISTANCE POLICY

It is StoneRidge Retirement Living's policy that this Residency Agreement shall not be terminated solely because of Resident's financial inability to pay the Monthly Fee or other charges, if (a) Resident presents to StoneRidge Retirement Living's administration facts which justify financial assistance, and (b) any necessary financial assistance can be granted or continued without impairing the ability of StoneRidge Retirement Living to

PRESIDENT & CEO _____

RESIDENT INITIAL

provide care for its other Resident and to attain its objectives while operating on a sound financial basis. Below is a general outline of how the policy operates:

- A. To be eligible for financial assistance, Resident shall not have transferred, gifted or depleted resources in contemplation of the execution of this Agreement, or subsequently, which were represented as being available or which would impair resident's ability to satisfy Resident's financial obligations under this Agreement. Resident agrees to provide initial and ongoing financial information as required.
- B. In the event that Resident's income is or becomes insufficient to pay the monthly expenses incurred, Resident shall take all necessary steps to sell and liquidate capital assets and other resources in order to fulfill Resident's financial obligations to StoneRidge Retirement Living.
- C. It is the Resident's responsibility to seek all other available sources of financial assistance including family, church or social welfare agencies which may be in a position to render financial assistance.
- D. Resident is required to apply for, and to take the steps necessary to obtain, if qualified, financial assistance from any appropriate governmental agency. Resident is required to report to StoneRidge Retirement Living any material increase in Resident's assets or the assets value.
- E. Resident shall not sell or otherwise transfer property for less than the fair market value of the property without the written consent of StoneRidge Retirement Living. Resident's estate shall be liable for any amount of subsidy provided by StoneRidge Retirement Living to Resident, and such amount shall be deducted from the funds otherwise due Resident's estate as a refund under this Agreement.
- F. If financial assistance is granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time. The amount of any subsidy shall be determined solely by StoneRidge Retirement Living in accordance with this financial assistance policy.

VI. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

A. <u>Non-Resident</u>

In the event that a single Resident wishes to marry or have another person enter StoneRidge Retirement Living and share Resident's Residential Accommodation as a Co-Resident, the proposed Additional Occupant must file an application for admission and meet the Conditions of Occupancy and other admission requirements applicable to

Resident of StoneRidge Retirement Living. Admittance of an additional Occupant shall be at the sole discretion of StoneRidge Retirement Living. Upon approval, the Monthly Fee shall be increased to the Double Occupancy rate.

If StoneRidge determines that the non-Resident does not meet the Conditions of Occupancy and other admission requirements for StoneRidge Retirement Living, the Resident shall be entitled to terminate the Agreement in accordance with the termination provisions set forth in this Agreement.

B. <u>Other Resident</u>

In the event that Resident desires either to marry another Resident or to share a Residential Accommodation with another Resident, Resident shall select and designate in writing at least ninety (90) days in advance of the proposed move, which one of the two individual residences shall be thereafter occupied jointly. Upon transfer, the Monthly Fee for Double Occupancy of the designated Residential Accommodation shall be paid. The Residency Agreement shall be amended accordingly.

VII. TERMINATION/ RECISSION OF AGREEMENT

The following is an outline as to the types of Termination or Recission of this Agreement that may occur and the associated procedure we will follow:

- A. <u>Termination by Resident</u>
 - 1. Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to StoneRidge Retirement Living.
 - 2. After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date, Resident may terminate this Agreement by delivering written notice to StoneRidge Retirement Living.
 - 3. After Occupancy, Resident may terminate this Agreement by delivery of ninety (90) days prior written notice to StoneRidge Retirement Living. Termination is effective upon surrender of the Residential Accommodation. The Resident's obligation regarding the Monthly Fee continues as long as the Resident occupies the accommodation.

B. <u>Termination by StoneRidge Retirement Living</u>

- 1. At any time prior to Occupancy, StoneRidge Retirement Living may terminate this Agreement for failure of Resident to meet the Conditions of Occupancy or any other cause by delivery of written notice to Resident.
- 2. StoneRidge Retirement Living may terminate this Agreement after Occupancy upon a determination of just cause and delivery of thirty (30) days written notice or upon delivery of such written notice as is reasonable under the circumstances, to Resident or Resident's representative.

The refund provisions of this Agreement shall apply to termination for just cause in the same manner as such provisions would apply to any other termination. "Just cause" includes but is not limited to:

- (a) Material misrepresentation or omissions on the financial or medical forms.
- (b) Resident's actions that create a serious threat to the life, health, safety and peace of Resident or other Resident as determined solely by StoneRidge Retirement Living
- (c) Breach or default of any of the terms of this Agreement
- (d) Willful and continuing violation of operating policies defined in the Resident's Handbook

C. Incapacity or Death Prior to Residency

- 1. Single Occupancy: If death occurs prior to occupancy, or if through illness, injury or incapacity the Resident is precluded from becoming a Resident under the terms of this Agreement, this Agreement is automatically rescinded. The Resident's legal representative shall receive a full refund of all moneys paid to StoneRidge Retirement Living less the application fee and any Monthly Fees paid, and those costs specifically incurred at the request of the Resident.
- 2. Double Occupancy: If death of one of two co-Resident occurs prior to occupancy, the surviving co-resident may terminate this agreement or amend it to single occupancy. If terminated, the Co-Resident shall receive

a refund of all monies paid to StoneRidge Retirement Living less the application fee and any Monthly Fees paid, and those costs specifically incurred at the request of the Resident.

VIII. ENTRANCE FEE REFUND

No entrance fee has been paid in conjunction with this contract.

IX. RESIDENT RIGHTS AND OBLIGATIONS

A. <u>Right of Self Organization</u>

Resident of StoneRidge Retirement Living shall have the right of self-organization.

B. <u>Right to Receive Disclosure Statements</u>

StoneRidge Retirement Living shall deliver to Resident at the time of the execution of this Agreement, and at least annually thereafter, a copy of its Disclosure Statement.

C. Guest Privileges

Resident shall be authorized to entertain and accommodate guests in the Resident's accommodation for a period not to exceed fourteen (14) consecutive days or twenty-eight (28) days annually for the same individual visitor(s). In the event the stay exceeds twenty-eight (28) days, prior approval needs to be requested.

D. <u>Rights to Property</u>

The Resident is not entitled to any right, title or interest in the real or personal property or any other assets of StoneRidge Retirement Living.

E. <u>Facility Access to Individual Residence</u>

Resident shall permit StoneRidge Retirement Living personnel to enter the private residence for the purpose of making reasonable maintenance inspections and repairs. StoneRidge Retirement Living shall have the right to enter the Residential Accommodation to perform scheduled housekeeping, to respond to medical alerts, to respond to the fire alarm system, or in other appropriate circumstances.

F. Use of Individual Residence

Resident shall maintain the Residential Accommodation in a clean, sanitary, and orderly

PRESIDENT & CEO _____

RESIDENT INITIAL_____

condition. Failure to do so will permit StoneRidge Retirement Living to have the right to take any remedial action and the cost of such action shall be charged to Resident.

Damage to the individual residence beyond ordinary wear and tear is the responsibility of Resident and costs for such repairs will be billed to the Resident or the Resident's Estate

G. <u>Health Insurance and Third Party Payments</u>

Resident must maintain certain insurances and agree to follow the procedures below:

- 1. Resident shall procure and maintain in force at his or her own expense maximum coverage available to the Resident under the Federal Government's Social Security programs ("Medicare A and B"), and at least one Medicare Supplemental Health Insurance policy such as those offered by the Blue Cross and Blue Shield Plans, to cover skilled nursing services, or such other comparable medical insurance plan which provides equivalent benefits and is approved in writing by StoneRidge Retirement Living.
- 2. Should the Resident fail to arrange for such medical insurance coverage, the Resident hereby authorizes StoneRidge Retirement Living to make application on his or her behalf; to pay for the Resident any premiums in connection with such insurance; and to bill these costs to the Resident on the monthly statement.
- 3. If Resident becomes eligible to receive payments from any third party for services provided under this Agreement, Resident shall at all times cooperate fully with StoneRidge and each third-party payor so that StoneRidge may make claim for and receive any applicable third party payments. StoneRidge Retirement Living has the right to any applicable benefits payable to StoneRidge Retirement Living under the insurance coverage required by this Agreement.
- 4. Resident may only enroll in a health maintenance organization ("HMO") or other managed care plan providing equivalent Medicare benefits with the written consent of StoneRidge Retirement Living. Prior to enrolling in any HMO or managed care plan, Resident shall sign an addendum identifying the plan and reflecting StoneRidge Retirement Living's approval or disapproval.

5. In the event that Resident's HMO does not agree to provide payment for services provided by StoneRidge Retirement Living and Resident is transferred to another provider, Resident shall continue to pay the Monthly Fee and additionally all costs and charges related to the transfer to and occupancy of the other provider.

H. Other Insurance

StoneRidge Retirement Living shall provide insurance on StoneRidge Retirement Living's property only. Resident is required to purchase and maintain personal property insurance and comprehensive liability insurance. Resident is solely responsible for insurance on his/her own automobile.

I. <u>Power of Attorney</u>

Resident will supply StoneRidge Retirement Living a true and correct copy of a signed and notarized general durable power of attorney naming a third party of the Resident's choice as his/her attorney-in-fact in conjunction with the execution of this agreement. The attorney-in-fact shall be authorized to conduct business or financial transactions in the event of the Resident's incapacity or disability. Resident agrees to maintain a valid Power of Attorney at all times during residency.

J. <u>Advance Directives</u>

Resident will supply StoneRidge Retirement Living with a copy of any advance directives, such as a living will, existing at the time of this agreement or executed in the future.

K. Change of Accommodation

Resident has the option to move from the Residential Accommodation identified in this Agreement to another accommodation within StoneRidge, if available and approved by the Staff. Resident's request for change must be submitted in writing to StoneRidge Retirement Living. At the time an accommodation becomes available Resident must submit a current financial statement.

If StoneRidge approves and Resident moves to a larger Residential accommodation, Resident shall pay the difference between the Entrance Fee paid and the current Entrance Fee for the requested Residential Accommodation. The Entrance Fee paid upon transfer to a larger Residential Accommodation shall be amortized in the same proportion as the prior Entrance Fee is amortized as of the date of the transfer.

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L. <u>Rights to Property/Subordination</u>

Resident is not entitled to any right, title or interest in the real or personal property or any other assets of StoneRidge Retirement Living. Any rights, privileges, or benefits under this Agreement, including Resident's right to a full or partial refund, shall be subordinate to any existing or subsequent interest in the real or personal property of StoneRidge Retirement Living.

M. <u>Injury Caused by Others</u>

StoneRidge Retirement Living is not responsible for any injury, illness or damage caused to the Resident or their property by the negligence or willful misconduct of another Resident or other third party.

N. Policies/Rules/Regulations

Resident agrees to abide by all the policies of StoneRidge Retirement Living currently in effect and hereafter adopted. Current policies and future revisions will be available to the Resident.

O. <u>Limitations on Increases in the Entrance Fee</u>

Charges for health services paid in one lump sum in the form of the Entrance Fee shall not be increased or changed during the term of this Agreement, except for changes required by state or federal assistance programs.

X. MISCELLANEOUS

A. <u>Average Annual Cost of Services</u>

The average annual cost of providing care and services during the most recent twelve month period for which a report is available for a Resident is stated in the annual copy of StoneRidge Retirement Living's Disclosure Statement.

B. <u>Severability</u>

The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

C. <u>Entire Agreement</u>

This Agreement along with any addendum(s) or schedules constitutes the entire Agreement between StoneRidge Retirement Living and Resident. StoneRidge Retirement Living shall not be responsible or liable for any statements, representations or promises made by any person representing StoneRidge Retirement Living, unless such statements, representations or promises are set forth in this Agreement. Furthermore, no act, agreement or statement of any resident, or of an individual purchasing care for a resident under any agreement to furnish care to the resident, shall constitute a valid waiver of any provision of this agreement intended for the benefit or protection of the resident or the individual purchasing care for the resident.

D. <u>Bindings</u>

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Resident and StoneRidge Retirement Living.

E. <u>Headings</u>

Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. <u>Governance</u>

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

G. <u>Notice</u>

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To StoneRidge Retirement Living:	Administrative Office StoneRidge Retirement Living 440 East Lincoln Ave. Myerstown, PA 17067
To Resident (Before Occupancy):	(Name) (Street) (City, State, Zip)
PRESIDENT & CEO	RESIDENT INITIAL

XI. SCHEDULE OF FEES

NAME:

ACCOMMODATION:

ENTRANCE FEE:

MONTHLY FEE:

OCCUPANCY DATE:

OTHER CONDITIONS:

IN WITNESS WHEREOF, Resident and StoneRidge Retirement Living have set their hands and signed this Agreement.

WITNESS

PRESIDENT & CEO

WITNESS

RESIDENT:

WITNESS

RESIDENT:

Date Rescission Period Begins: Date

NOTICE OF RIGHT TO RESCIND

You may rescind and terminate your RESIDENCY AGREEMENT, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your agreement within the seven (7) day period.

To rescind your RESIDENCY AGREEMENT, mail or deliver a signed and dated copy of this Notice, or any other dated written notice, letter or telegram stating your desire to rescind to StoneRidge Retirement Living, Myerstown, Pennsylvania, not later than midnight of Date.

Pursuant to this Notice, I hereby cancel my Reservation Agreement.

Date: _____

Name

Name