EXHIBIT M

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Promenade at University Place (the "Operator"), _____ (the "Resident or You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Promenade at University Place at 1228 Western Ave., Albany, NY 12203.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence (the "Community"), and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided by Balanced Care Licensed Home Care Agency in the Enhanced Assisted Living Residence are:

- Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) transfer; (2) walk; and/or (3) climb or descend stairs.
- Assistance with certain medical equipment
  - oxygen equipment (changing the tanks and adjusting the flow rate)
  - Foley catheter – empty and change bag
  - Colostomy bag – empty and change
- Routine Nursing Services
  - Physical assistance with feeding
  - Vital signs/bowel sounds/lung sounds
  - Routine skin care including the application of creams and lotions
- Eye Drops
- Ear Drops or Ear Lavage
- Superficial Wound Treatment, such as:
  - Skin tears
  - minor abrasions
- PRN Medication Administration
- Medications w/Parameters

- Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the actual needs of the residents in the EALR. Staff ratios are generally expected to be in the SNALR, a ratio of 1:8 staff to residents is maintained from 7am to 11pm and 1:15 from 11pm to 7am. The remainder of the building maintains a ratio of 1:20 staff to residents from 7am to 11pm (which may include one LPN) and 1:40 from 11pm to 7am. The LPNs on duty from 7am to 11pm

are also available to assist those EALR residents who reside in the SNALR. An RN is on call 24/7 for the benefit of all residents. In addition to the direct care staff listed above, there is a full time administrator, case manager and RN at the facility or on-call, in addition to activities staff.

- All facility aides will be trained to respond to the needs of EALR residents and to summons the LPN or RN on site, or the on-call RN, whenever necessary; and
- The Residence meets all applicable laws and regulations governing life safety, and is fully sprinkled, has supervised smoke detectors and has smoke corridors.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Community: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Community, and would not

require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Community.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein, including the terms set forth in this paragraph.

Effective Date: _____ Date of Occupancy: _____

Apartment Number:_____ Room Rate: $_____/day

Personal Care Tier:_____ Personal Care Rate: $_____/day

Total Daily Basic Rate: $_____/day

_____ _____
Date (Signature of Resident)

_____ _____
Date (Signature of Resident's Representative)

_____ _____
Date (Signature of Resident's Legal Representative)

_____ _____
Date (Signature of Operator or the Operator's Representative)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 11 , 28 , 15

EXHIBIT N

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Promenade Albany LLC, (the "Operator"), _____, (the "Resident or You"),_____, (the "Resident's Representative"), and_____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Promenade at University Place located at 1228 Western Avenue, Albany, NY 12203.

I. II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Special Needs Residence include accommodations in a secured unit to prevent elopement, private dining room, a program of activities geared toward residents with memory impairment and