EXHIBIT 12

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Carlisle Patchogue Operator Inc. (the "Operator"), «ResidentFirstName» «ResidentLastName», (the "Resident or You"), «ResponsiblePartyFirstName» «ResponsiblePartyLastName», (the "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated «ResidentLeaseStartDate».

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 Atria Patchogue 131 East Main St., Patchogue NY 11772.

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

a. Residents may be admitted to the EALR if they need: (a) medication administration including eye drops and oral PRN medications that the resident is not able to request; and/or (b) routine skin care including the application of creams and lotions, but excluding wound care and dressing changes;
b. The charge for additional nursing services delivered by the Operator's employees is outlined in Schedule 5A, Schedule of Rates and Supplemental Additional Services, Supplies or Amenities. If the Operator's employees cannot deliver the services required (other than those provided in the EALR), and the Resident Services Director determines that the services can be safely and

appropriately delivered at the Community by an outside agency, the Resident would be required to hire a home care agency to deliver the services in order to remain at the Community. The cost of services delivered by a privately hired home care agency will be the sole responsibility of the Resident, and is set by the agency. If it is determined that neither the Operator's employee nor a home care agency can deliver the required services, or the Resident elects not to hire such staff, the Community will assist the Resident in moving to a new facility that can accommodate the Resident's needs.

c. Staffing levels will be maintained in compliance with all applicable laws and regulations. At full capacity, there will be no less than four personal care aides to provide supervision and meet the needs of residents at all times, but during the first shift there are seven full time care staff plus a number of administrative and managerial staff to serve our residents. There is no reduction in staff when at less than full capacity. A full time RN is on site to assess the needs of residents and deliver simple nursing services as described above. There are more than 125 staff hours committed to planning and conducting meaningful activities to keep residents active in the Community.
d. Each one of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for our licensed staff, delivering simple nursing services.
e. Enhanced Assisted Living Residents reside throughout the Community. The entire Community is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

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.

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Dated: _____ _____
(Signature of Operator or Operator's Representative)