

Exhibit 6

CLASSIC RESIDENCE BY HYATT IN PALO ALTO

ENTRANCE FEE PROMISSORY NOTE

A. This Entrance Fee Promissory Note (the "Note") is made as of August 22, 2005 (the "Effective Date") by CC-Palo Alto, Inc., a Delaware corporation, (the "Maker") in favor of Burton and Laurose Richter (collectively "Resident").

B. On June 15, 2005, Resident executed a Continuing Care Residency Contract (the "Residency Contract") with Maker to reside and receive care and services at Classic Residence by Hyatt in Palo Alto, a continuing care retirement community located at 620 Sand Hill Road, Palo Alto, California (the "Community").

C. Section 3.1 of the Residency Contract requires Resident to pay to Maker an Entrance Fee in return for the receipt of accommodations, care, and services at the Community (the "Entrance Fee").

D. Section 8.5 of the Residency Contract provides that the Entrance Fee paid by Resident shall be a loan to Maker, a portion of which is to be repaid to Resident as determined by the length of time that Resident resides at the Community and other factors.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals to this Note are incorporated by reference into this Note.
2. Terms not otherwise defined in this Note shall have the meanings set forth in the Residency Contract.
3. On the Effective Date, Resident paid to Maker an Entrance Fee in the amount of one million five hundred ninety thousand one hundred dollars (\$1,590,100.00), which Entrance Fee shall be a loan (the "Entrance Fee Loan") from Resident to Maker.
4. Maker promises to pay to the order of Resident the Entrance Fee Loan, or a portion thereof, as follows:
 - (a) If the Residency Contract is cancelled by either Resident or Maker within the Cancellation Period of 90 days beginning on the Occupancy Commencement Date, Maker

will repay the Entrance Fee Loan to Resident, less the reasonable value of services and care rendered to Resident under the Residency Contract. The Entrance Fee Loan repayment shall be made within fourteen (14) days after Resident makes the Home at the Community available to the Maker in accordance with the terms of the Residency Contract (see Section 8.1 of the Residency Contract).

(b) If Resident terminates the Residency Contract after the Cancellation Period (see Section 8.2 of the Residency Contract), or if the Residency Contract terminates as a result of Resident's death (see Section 8.3 of the Residency Contract), or if Maker terminates the Residency Contract due to casualty or condemnation (see Sections 8.4.2.h and 8.4.2.i of the Residency Contract), then Maker will repay to Resident a portion of the Entrance Fee Loan (the "Entrance Fee Loan Repayment Amount"). Resident's Entrance Fee Loan Repayment Amount will be:

(i) The greater of (x) the amount of Resident's Entrance Fee Loan times the Minimum Repayment Percentage, which is ninety percent (90%) as set forth and defined in Appendix G to the Residency Contract; and (y) the amount of Resident's Entrance Fee Loan minus the product of the principal amount of the Entrance Fee Loan and the Amortization Rate, which is two percent (2%) as set forth and defined in Appendix G to the Residency Contract, for each Month (30 day period or part thereof) from the Occupancy Date (as defined in the Residency Contract);

(ii) Reduced by all outstanding fees and charges due from Resident to Maker

(see Section 8.5.2 and Appendix G of the Residency Contract).

The Entrance Fee Loan Repayment Amount will be due and repaid to Resident on the earlier to occur of (x) fourteen (14) calendar days after Maker enters into a residency contract covering Resident's former Home with a new resident who has executed a continuing care residency contract and paid the then applicable entrance fee or other similar charge for Resident's former Home; or (y) ten (10) years after the date Resident surrenders possession of his or her Home at the Community in accordance with and in the condition required under the Residency Contract (see Sections 8.1 and 8.5.2 of the Residency Contract). However, notwithstanding the forgoing repayment mechanism, (1) repayment upon a termination due

to casualty pursuant to Section 8.4.2.h of the Residency Contract shall be paid in accordance with Section 5.2 of the Residency Contract without any contingency for entering into a residency contract covering Resident's former Home with a new resident and (2) repayment upon a termination due to condemnation pursuant to Section 8.4.2.i of the Residency Contract shall be paid within ninety (90) days after termination without any contingency for entering into a residency contract covering Resident's former Home with a new resident.

(c) If Maker terminates the Residency Contract pursuant to Section 8.4 of the Residency Contract (excluding Sections 8.4.2.h and 8.4.2.i regarding casualty and condemnation which are addressed in (b) above), Maker will repay the Entrance Fee Loan to Resident, less the reasonable value of services, care and residence actually provided to Resident. The Entrance Fee Loan repayment shall be made within fourteen (14) days after Resident surrenders possession of his or her Home at the Community in accordance with and in the condition required under the Residency Contract (see Sections 8.1 and 8.4.5 of the Residency Contract) or within ninety days after the date of Maker's notice of termination, whichever is later.

5. Unless otherwise excused pursuant to the ultimate paragraph of this Section 5, Maker will make annual interest payments to Resident based on Resident's Entrance Fee Repayment Amount as follows (see Section 10.8 and Appendix G of the Residency Contract):

Resident will receive from Maker on the Interest Payment Date (as defined below) in each calendar year, commencing in the calendar year following Resident's initial occupancy of his or her Home at the Community and continuing until the Interest Payment Date of the calendar year following the expiration or termination of the Residency Contract, an interest payment for the prior calendar year (the "Prior Year") equal to the product of A times B times C, where: "A" is the excess of (i) the Entrance Fee Loan multiplied by the Minimum Repayment Percentage, over (ii) the exemption for the Prior Year as determined under Internal Revenue Code ("Code") Section 7872(g) or its successor provision; "B" is the average applicable federal rate ("AFR") during the Prior Year as determined under Code Section 7872(f)(2)(B) or its successor provision for "short-term" or "demand" loans; and "C" is the Tax Rate (as defined below) for the Prior Year, as confirmed in a certificate (the "Tax Rate Certificate") signed by Resident and addressed and delivered to Maker no later than October 15 of each year.

For purposes of this Section 5, the "Tax Rate" means the sum of the following two fractions expressed as a percentage: (a) Resident's California State income tax liability for the Prior Year divided by Resident's California adjusted gross income for the Prior Year, and (b) Resident's U.S. federal income tax liability for the Prior Year divided by Resident's U.S. federal adjusted gross income for the Prior Year; provided, however, that if Resident fails to deliver his or her Tax Rate Certificate on or before October 15th of any year, then the Tax Rate for the Prior Year shall be twenty percent (20%), and for purposes of the Interest Payment Date determination, Resident shall be deemed to have delivered the Tax Rate Certificate on October 15th of the calendar year after such Prior Year.

The "Interest Payment Date" means April 15, if Resident's Tax Rate Certificate is delivered to Maker before April 1st of such year or, if Resident's Tax Rate Certificate is delivered to Maker after April 1st of such year, no later than fourteen days after such delivery.

Any interest payment due by Maker under this Section 5 shall be reduced based on the number of days, if any, in the Prior Year that precede the Occupancy Date or follow the termination of the Residency Contract.

Reference is made to Appendix G of the Residency Contract for other terms applicable to the payment of imputed interest.

In the event that the Internal Revenue Code or implementing regulations are amended so that there is no longer income tax expense associated with imputed interest applicable to the Residency Contract, Maker will no longer be obligated to make payments to Resident under this Section 5. Further, as described in Section 10.8 of the Residency Contract and Appendix G to the Residency Contract, if Maker restructures the Community in a manner that Maker determines causes the Community to be eligible for an IRS moratorium on enforcement of imputed interest rules with respect to loans made to continuing care communities that are not "qualified continuing care facilities," then Maker will not make any interest payments to Resident under this Section 5.

6. Payments due to Resident under this Note shall be made to Resident at his or her Home, unless Resident otherwise directs in writing.

7. Maker may prepay this Note at any time without payment of penalty or premium.

determines causes the Community to be eligible for an IRS moratorium on enforcement of imputed interest rules with respect to loans made to continuing care communities that are not "qualified continuing care facilities," then Maker will not make any interest payments to Resident under this Section 5.

6. Payments due to Resident under this Note shall be made to Resident at his or her Home, unless Resident otherwise directs in writing.

7. Maker may prepay this Note at any time without payment of penalty or premium.

8. Any notice issued pursuant to this Note shall be sent as set forth in the Residency Contract (see Section 10.9).

9. Other than as negotiated to The Board of Trustees of the Leland Stanford Junior University or its designee this Note is nonnegotiable.

10. In the event of any inconsistencies between the terms of this Note and the terms of the Residency Contract, the terms of the Residency Contract shall prevail. Time is of the essence to every provision hereof.

11. This Note shall be construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions and shall be deemed to be executed and delivered in California.

12. This Note may be amended or terminated only by writing signed by Maker and Resident.

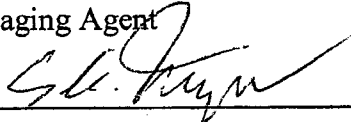
IN WITNESS WHEREOF, Maker has executed this Note as of the Effective Date.

MAKER:

CC-Palo Alto, Inc., a Delaware corporation

By: Classic Residence Management
Limited Partnership, an Illinois
limited partnership

Its: Managing Agent

By:  _____

Its: Executive Director _____

Date: _____