



Pomperaug Woods

**80 Heritage Road
Southbury, Connecticut**

April 2015



Pomperaug Woods

**80 Heritage Road
Southbury, Connecticut**

THIS COMMUNITY, LIKE ALL OTHER CONTINUING-CARE (LIFE-CARE) FACILITIES IN THE STATE OF CONNECTICUT, IS SUBJECT TO CHAPTER 319hh, CONNECTICUT GENERAL STATUTES, CONCERNING MANAGEMENT OF CONTINUING-CARE FACILITIES. REGISTRATION UNDER THE LAW DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT OF THE FACILITY BY THE DEPARTMENT OF SOCIAL SERVICES OR THE STATE OF CONNECTICUT, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN THIS DISCLOSURE STATEMENT.

April 2015

Equal Housing Opportunity

TABLE OF CONTENTS

	<u>Page</u>
Acknowledgment of Receipt of Disclosure Statement	iii
Notice to Prospective Resident.....	iv
INTRODUCTION.....	1
I. THE PEOPLE	
A. Pomperaug Woods, Inc.....	3
B. Life Care Services LLC	4
C. Administration	6
II. THE COMMUNITY	
A. The Location	8
B. Pomperaug Woods	8
C. The Personnel.....	9
D. Services and Amenities.....	9
E. Contracts and Fees	10
III. THE PROPOSAL	
A. The Life-Care Concept	12
B. The Return of Capital™ Plan (Life Care and Fee-for-Service).....	12
C. The Traditional Plan (Life Care).....	13
D. The Residency Agreements	13
E. Special Financial Consideration	16
IV. REGULATORY MATTERS	
A. Registration	18
B. Entrance Fee Escrow.....	18
C. Reserve Fund Escrow	18
D. Investments	19
E. Tax Discussion.....	19
F. Judicial Proceedings.....	19
V. FINANCIAL STATEMENTS AND PROJECTIONS	
A. Financial Projections.....	21
B. Cash Flow Projection (Pro Forma)	21
Cash Flow Projection – October 1, 2013	22
Footnotes to Cash Flow Projection	23
Forecasted Statement of Revenues and Expenses	25
Explanation of Material Differences.....	26
Footnotes to Explanation of Material Differences.....	27
C. Audited Financial Statements	28
D. Prepaid Health Care Obligation.....	28
E. Financing.....	28

VI. EXHIBITS

- A. Communities Managed by Life Care Services LLC
- B. Description of Services and Amenities
- C. Current Residency Agreements:
 - C-1 Return of Capital™ Plan (Life Care)
 - C-2 Traditional Plan (Life Care)
 - C-3 Return of Capital™ Plan (Fee-for-Service)
- D. Record of Entrance Fees and Monthly Fees
- E. Audited Financial Statements

VII. INDEX

For specific references to matters required to be disclosed in this Disclosure Statement, please refer to the Index.

**Acknowledgment of Receipt
of Disclosure Statement**

Pomperaug Woods

In accordance with Sections 17b-522(b) and (c)(1) of the Connecticut General Statutes, Pomperaug Woods is required to deliver to a prospective resident or his or her legal representative a current Disclosure Statement not more than 60 days nor less than 10 days before the execution of a continuing-care contract or the transfer of any money or other property to Pomperaug Woods by or on behalf of the prospective resident.

Acknowledgment:

I, or my legal representative, have received and reviewed a copy of the current Disclosure Statement and a copy of the continuing-care contract for Pomperaug Woods prior to the execution of the contract or the transfer of any money or other property to Pomperaug Woods.

Signature of Prospective Resident

Date: _____

Signature of Prospective Resident, if two

Date: _____

Signature of Legal Representative, if applicable

Date: _____

**Notice
to
Prospective Resident**

Pomperaug Woods

In accordance with Section 17b-522(a) of the Connecticut General Statutes, this Notice is required to be given to a prospective resident or his or her legal representative prior to the earlier of (i) the execution of a contract to provide continuing care or (ii) the transfer of any money or other property to us by or on behalf of the prospective resident.

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

Acknowledgment:

I, or my legal representative, have received and reviewed a copy of this Notice and a copy of the continuing-care contract prior to entering into a continuing-care contract or the transfer of any money or other property to Pomperaug Woods.

Signature of Prospective Resident

Date: _____

Signature of Prospective Resident, if two

Date: _____

Signature of Legal Representative, if applicable

Date: _____

INTRODUCTION

Pomperaug Woods (the "Community") brings to individuals aged 62 and over a way of senior living known as "life-care." The Community was designed to complement the style of New England architecture. As a life-care community, Pomperaug Woods encompasses these important components: an apartment residence of your choosing, a wide array of services and amenities, residential health/assisted living services through our Assistance-in-Living program, and the security of skilled nursing care in our on-site licensed Health Center.

The Community is owned by Pomperaug Woods, Inc., a Connecticut not-for-profit corporation which is committed to serving the best interests of the Community and its residents.

One of the purposes of this Disclosure Statement is to explain to residents, residents' family, and advisors exactly who and what is involved in the operation of the Community. This Disclosure Statement was prepared on the basis of information available at the time of its publication and on assumptions believed to be realistic as of that date. Such information and assumptions are, of course, subject to change and, in particular, are significantly affected by changes in inflation and interest rates.

Although we have tried to prepare this Disclosure Statement carefully and to use nontechnical language, it is possible that there may be some differences between the text in this statement and the Residency Agreement. In the event of any differences, the provisions of the Residency Agreement shall govern.

We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, creed, color, religion, sex, marital status, lawful source of income, handicap/disability, national origin, ancestry, sexual orientation, or civil union status.

I. THE PEOPLE

A. POMPERAUG WOODS, INC.

Pomperaug Woods, Inc. is a Connecticut not-for-profit corporation organized for the purpose of owning and operating the Community. Its principal address is 80 Heritage Road, Southbury, Connecticut 06488. Pomperaug Woods, Inc. is not affiliated with any religious, charitable, nonprofit or for-profit organization, and is exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

The Board of Directors of Pomperaug Woods, Inc. consists of 13 members. The officers and directors serve without compensation, and neither the officers, directors nor any person involved in the management of the Community has any proprietary interest in the Community. The officers and directors of Pomperaug Woods, Inc. are listed below:

William B. Neil, Jr., President and Board Member

Mr. Neil was employed for more than 30 years by Verizon. He serves as board member and treasurer of the Southbury Land Trust.

Janet Walker, CPA, Vice-President and Board Member

Mrs. Walker is a certified public accountant, and specializes in trust, gifts, and estate administration and planning. She is a partner at Diversified Financial Solutions, located in Southbury.

Albert S. Redway, Treasurer and Board Member

Mr. Redway is retired from The Bank of Boston, where he held the position of senior fiduciary officer in the private bank. He is active in Woodbury civic affairs.

James R. Strub, Secretary and Board Member

Mr. Strub is a partner at the law firm of Secor, Cassidy & McPartland, P.C. His areas of practice include land use and commercial transactional law. He is active in Woodbury civic affairs.

Jane C. Connery, Board Member

Mrs. Connery is vice president/senior relationship manager at Bank of America.

Ken Kerin, Board Member

Mr. Kerin pursued a career as a senior executive in national professional and trade associations in Washington, D.C., New York, and Chicago. When he retired to Southbury in 1998, he became active in community affairs and served two terms as a Southbury Selectman. He has also served on the Southbury Library Board, Southbury Library Building Committee and the Southbury-Middlebury Scholarship Foundation.

Mark E. Lancor, Board Member

Mr. Lancor is president and principal of DyMar Land Services, LLC of Southbury. He is active in Southbury civic affairs.

Gail E. Seymour, Board Member

Ms. Seymour is a retired school teacher and active volunteer. She is a Middlebury resident.

Mr. Thomas M. Sutnik, Board Member

Mr. Sutnik served as Judge of Probate until his term ended. He currently works in his private practice, and has served on numerous boards and committees.

James Wallace, Board Member

Mr. Wallace is a Financial Advisor at the Newtown Savings Bank. He had previously worked for Bank of America and Ridgefield Bank. He is also a member of the Newtown Lions and serves as Treasurer for the Cub Scouts and is on the Board of Newtown Youth Lacrosse, where he is a coach as well.

Elise Romanik, M.D., Board member

Dr. Romanik is a graduate of University of Connecticut Medical School and is a physician at Southbury Medical Associates.

Maureen Weaver, Legal Counsel for Pomperaug Woods, Inc.

Ms. Weaver is a partner in the law firm of Wiggin and Dana located in New Haven, Connecticut.

Pomperaug Woods, Inc. has overall responsibility for the Community. No other person or entity referred to herein has assumed any financial responsibility for the fulfillment of the agreements of Pomperaug Woods, Inc.

B. LIFE CARE SERVICES LLC

The Provider has retained Life Care Services LLC ("Life Care Services") to manage the Community. Life Care Services is a wholly-owned subsidiary of Life Care Companies LLC ("LCS"), an Iowa limited liability company.

LCS is a nationally recognized leader in the development and management of quality senior living communities throughout the United States. Since 1971, LCS has been instrumental in the planning, developing, and managing of senior living communities throughout the United States. Management services are provided through Life Care Services, and it currently manages more than 110 communities (see Exhibit A attached to this Disclosure Statement).

Edward R. Kenny is Chief Executive Officer and a Manager of Life Care Services. In this role, he provides both strategic and hands-on leadership to a dynamic organization of 550 employees who serve more than 33,000 seniors nationwide. Under Ed's direction, the LCS Family of Companies have grown to become leading providers of high-quality senior lifestyle products and services, and the third largest senior living management company. Ed assumed the top executive position at LCS in 2006. He began his association with the organization in 1979, initially serving as executive director for several communities managed by Life Care Services. He serves on the Board of Assisted Living Federation of America (ALFA), is a past Chairman of the American Seniors Housing Association (ASHA), and an invited member of the National Investment Center (NIC) where he serves on the NIC Operator Advisory Board. Ed holds a Bachelor of Science degree in health services administration from Providence College.

Joel D. Nelson is President, Chief Operating Officer and a Manager of Life Care Services. He is responsible for the day-to-day operating activities and sees the company vision strategy and financial plan is successfully executed. He joined the company in 1986 as an administrator-in-training, and served in a number of administrative, regional managerial, and company leadership and executive roles before assuming his current position in 2014. Joel has been a presenter at several national conferences. He earned a Bachelor of Arts degree from Simpson College with a double major in health care administration and business management.

Diane C. Bridgewater is Executive Vice President/Chief Financial and Administrative Officer, Treasurer, Secretary and a Manager of Life Care Services. She joined Life Care Services in 2006 after filling several executive level positions with Pioneer Hi-Bred International, a DuPont Company. In her years with Pioneer, she held a number of operational and financial roles including: Chief Financial Officer, Vice President and Business Director for North America, Director of Customer and Sales Services for Seed and Crop Protection, Worldwide Finance Director and other roles. Diane started her career with KPMG. She earned her undergraduate degrees in accounting and French from the University of Northern Iowa and received her CPA certification in 1986.

Rick W. Exline is Executive Vice President and a Manager of Life Care Services. Rick is responsible for overseeing 90 senior living communities in 29 states and the District of Columbia. Rick began his career as an administrator-in-training in 1978, and after holding a number of operations management and marketing positions was named a Senior Vice President in 2000, with a promotion in 2011 to his current position. Rick graduated from Simpson College with a bachelor's degree in political science and from Oklahoma Baptist University with a bachelor's degree in health care administration.

As operations manager, Life Care Services supervises the management and operation of the Community on our behalf. In general, operations management services include recruiting and training administrative personnel; supervising the licensing, equipping, and staffing of the Community; preparing annual budgets; establishing and operating a system of financial controls for the Community, including comparative analyses with other projects; supervising health-care services; supervising food service; and supervising quality accommodations throughout the Community.

The Board of Directors of Pomperaug Woods, Inc. retains the ultimate responsibility for hiring managers and monitoring operating costs, wages, salaries, expenses, fees, and overall fiscal viability of the Community. Life Care Services does not assume or guarantee any of Pomperaug Woods, Inc.'s obligations under the Residency Agreements.

C. ADMINISTRATION

Kevin Moshier is the on-site Executive Director of the Community. Mr. Moshier is a graduate of Niagara University with a bachelor of science degree and has a master of social work from Syracuse University. He is a licensed nursing home administrator and licensed clinical social worker in the State of Connecticut, and has been in long-term care administration since 2001. In accordance with the management agreement with Life Care Services, he is an employee of Life Care Services.

II. THE COMMUNITY

A. THE LOCATION

The Community is situated on 22 acres of rolling countryside in historic Southbury. It is located mid-way between Waterbury and Danbury on Interstate 84.

B. POMPERAUG WOODS

The Community consists of 132 senior living residences, 8 assisted living residences, a 37-bed licensed and Medicare certified health center ("Health Center"), and extensive community amenities.

We offer a wide variety of floor plans to suit residents' individual needs and lifestyle. Each of our senior living residences has been carefully designed to assure the utmost in efficiency and comfort. All kitchens have maple or white cabinets, Corian counter tops, and stainless steel appliances including a dishwasher, full-size refrigerator, electric stove and garbage disposal to assure senior living that is convenient and comfortable. Some residences have washers and dryers. First floor residences all have patios. All senior living residences have walk-in showers and walk-in closets. All of the senior living residences are equipped with emergency nurse call signals in each bedroom and bath.

In 2012, the Community expanded its Assistance-in-Living program to include an assisted living neighborhood of 8 residences. Subject to availability and as determined in our sole discretion on a case-by-case basis at the time such services are required, a resident who requires more than limited residential health services may choose to release his or her current residence and transfer to an assisted living residence to receive those services.

Our renovated Health Center combines innovative resident-centered design with state-of-the-art health care services. The Health Center features expanded common areas (including a well-stocked library and comfortable lounge), two intimate dining rooms, and private meeting rooms. Accommodations include both private and semiprivate rooms.

The following amenities are also available at the Community:

- Computer room
- Lounges
- Auditorium
- On-site bank
- Individual storage spaces
- Creative arts studio
- Walking paths
- Exercise room
- Full-service dining room
- Card room
- Private dining room
- Billiard room
- Library
- Gazebo
- Salon
- Cafe
- Postal Service
- Covered parking available
- Fire and smoke alarms throughout the Community

The Community has its own private bus system for scheduled transportation to doctors' offices, pharmacies, professional offices, shopping, and other areas as requested by the residents.

C. THE PERSONNEL

Subject to our approval, Life Care Services employs the Executive Director of the Community under the terms of the management agreement. We employ all other personnel, including a Social Services Director, Food and Beverage Director, Plant Director, Director of Nursing, Director of Resident Services, Director of Accounting, Director of Community Life Services, and Director of Marketing. Other employees include plant maintenance staff, environmental services personnel, accounting staff, marketing staff, food and beverage personnel, administrative support staff, security, transportation personnel, and nursing personnel in the Health Center. A medical director, dietician, and physical, speech and occupational therapists are available on a consulting basis.

D. SERVICES AND AMENITIES

A description of the services and amenities available at the Community is attached as Exhibit B to this Disclosure Statement. Briefly, in accordance with the terms of the Residence Agreement pertaining to the Community, and, in addition to providing a residence and Community amenities for lifetime use by the resident, the Community provides the following services: (1) maintenance of the residences, commons areas, and grounds; (2) housekeeping and flat laundry services; (3) dining services for residents and their guests; (4) weekly planned activities; (5) on-site security; (6) transportation services; (7) certain Health Center services; (8) Assistance-in-Living services; (9) emergency call monitoring and response; and (10) various administrative services.

Residents who need personal services to continue living in their residences may receive additional services through the Community's licensed Resident Health Services Program or through a licensed home care provider of the resident's choice and at the resident's expense. Services provided through the Resident Health Services Program include assistance with the activities of daily living and/or nursing services in order to maximize the resident's level of living in his/her residence. An outline of the services available (with or without an extra charge) is included as Attachment A to the Residency Agreement.

The Community provides rehabilitative, skilled nursing, and long-term care in the Health Center. Accommodations include both private and semi-private rooms. Health Center services are available to all residents of the Community, and residents have priority access to the Health Center over nonresident patients desiring admission. Emphasis in the Health Center is on restorative care in order to return residents to their residences as soon as possible. Residents who are unable to return to their residences, however, have the assurance of receiving permanent care in the Health Center. In the event that accommodations are not available in the Health Center, we will arrange for the resident's placement in accommodations at another area nursing facility, and once accommodations in the Health Center become available, the resident will relocate back to the Health Center.

E. CONTRACTS AND FEES

The Community is managed by Life Care Services pursuant to a management contract with Pomperaug Woods, Inc., which was renewed effective May 1, 2013. Under the management agreement, Pomperaug Woods, Inc. pays Life Care Services a base management fee equal to 4% of the current month's total gross operating revenue. The Community also pays Life Care Services a monthly information technology fee for use of Life Care Services furnished software.

III. THE PROPOSAL

A. THE LIFE-CARE CONCEPT

The life-care concept ensures an individual with the lifetime use of a residence, support services, and long-term nursing care in an on-site Health Center. This concept has grown as an increasing number of seniors have sought better alternatives to traditional senior living. The Community offers a full continuum of services and amenities all under one roof so that a resident will be able to remain an involved member of his/her chosen community, even if the resident's health care needs begin to change. Should the day come when a resident requires long-term care, the resident will not have to consider a move away from the Community to receive the care needed. A resident who requires Assistance-in-Living service can receive residential health services in the privacy of the resident's own residence, or, subject to availability and as determined in our sole discretion on a case-by-case basis at the time such services are required, a resident who requires more than limited residential health services may release his or her current residence and transfer to an assisted living residence to receive those services. Nursing care is available in the on-site Health Center. One of the most significant benefits to living at a life-care community is that it provides residents with the security of knowing that all their future health care needs will be taken care of.

There are also financial benefits to being a resident of a life-care community. Life care eliminates the worries about unforeseen long-term care expenses. That's because life-care services give you the financial security of knowing that your fees will remain predictable even if your health care needs change over the years. To maximize resident choice and flexibility, the Community has introduced a fee-for-service plan as an alternative to the life-care plan. Under the fee-for-service plan, a resident pays a lower Monthly Fee for residential living and pays the per diem fee for Health Center care.

B. THE RETURN OF CAPITAL™ PLAN (Life Care and Fee-for-Service)

The Community offers two types of Return of Capital™ Plans – a life care plan and a fee-for-service plan. Under both plans, a resident pays an Entrance Fee upon residency at the Community, of which a certain percentage is refundable to the resident or the resident's estate upon cancellation of the Residency Agreement or upon the death of the resident after residency. Entrance Fees are the same under the Return of Capital™ life care plan and the Return of Capital™ fee-for-service plan. The life care plan provides the resident with care in the Health Center for essentially the same fee as would be paid if the resident were living in his/her residence. A resident under the fee-for-service plan pays a lower Monthly Fee for residential living and the per diem fee for care in the Health Center. See Paragraph 6 on page 14 for more information on care in the Health Center. Copies of the Community's Return of Capital™ Residency Agreements are attached hereto as Exhibit C-1 and C-3.

C. THE TRADITIONAL PLAN (Life Care)

The Community also offers a Traditional life-care plan, wherein a resident pays a lower Entrance Fee, which Entrance Fee is earned over time by the Community until it reduces to zero. The resident receives care in the Health Center for essentially the same fee as would be paid if the resident were living in his/her residence. See Paragraph 6 on page 15 for more information on care in the Health Center. A copy of the Traditional Residency Agreement is attached hereto as Exhibit C-2.

D. THE RESIDENCY AGREEMENTS

Upon deciding to become a resident of the Community, a future resident will execute a Residency Agreement to reserve the residence selected. The description of the Residency Agreements and the terms of residency contained in this Disclosure Statement are qualified by reference to the applicable form of Residency Agreement. The Community reserves the right to offer to prospective residents alternative forms of residency agreements from time to time.

Prospective residents are urged to review the details of the available forms of Residency Agreements very carefully before signing. The Residency Agreement is personal in nature and does not give any person who is not a party to the Residency Agreement any right to reside in the Community or to receive any services and amenities provided under the Residency Agreement. This would include a nonresident spouse.

The basic terms and conditions of the Residency Agreements are summarized as follows:

1. Acceptance for Residency. At the time a resident applies for residency at the Community, he/she must be capable of residential living with or without reasonable accommodation or modification as defined in our current admissions policy. After full payment of the Entrance Fee (described below), the resident must have sufficient financial resources for payment of the Monthly Fees, per diem fees, plus other personal expenses which may reasonably be expected, and to meet anticipated increases in the cost of living, including increases in the Monthly Fees and per diem fees.

2. Payment of Entrance Fee. To live at the Community, a resident is required to pay an Entrance Fee to us, including a second person Entrance Fee if there are two people who will reside in the residence. At the time the resident executes the Residency Agreement, he/she will be required to pay a 10% deposit of the Entrance Fee, which will reserve the residence selected. The remaining 90% balance of the Entrance Fee is required to be paid to us on the earlier of (i) the date the resident moves into the Community; or (ii) within 90 days from the date of resident's execution of the Residency Agreement. Entrance Fees paid under a Return of Capital™ Residency Agreement (life care and fee-for-service) are higher than those paid under the Traditional Residency Agreement. An outline of the Entrance Fees is attached as Exhibit D to this Disclosure Statement.

3. Refund of Entrance Fee.

3.1 Nonacceptance – If we do not accept the prospective resident for residency at the Community, the full amount of the Entrance Fee deposit paid will be promptly refunded, without interest.

3.2 Right-of-Rescission – The Residency Agreement may be rescinded by the prospective resident by giving the Community and the escrow agent written notice of rescission by registered or certified mail within 30 days from the date of resident's execution of the Residency Agreement. In such event, the amount of the Entrance Fee deposit paid will be refunded, without interest, within 60 days of notice of rescission.

3.3 Cancellation Due to Change in Condition Prior to Residency – If there is a change in the prospective resident's condition, he/she (or his/her estate) may cancel the Residency Agreement upon written notice to us. In such event, the amount of the Entrance Fee deposit paid will be refunded, without interest, within 30 days of notice of cancellation. The refund may be reduced by amounts incurred by us at resident's request.

3.4 Cancellation Due to Other Reasons Prior to Residency – If the prospective resident cancels the Residency Agreement prior to residency for other reasons other than those listed in Paragraphs 3.2 and 3.3 above, the Entrance Fee deposit will be refunded, without interest, within 30 days of our receipt of the notice of cancellation. The refund will be reduced by a charge equal to 2% of the total Entrance Fee and any other amounts incurred by us at resident's request.

3.5 After Residency – After residency, the amount of refund of the Entrance Fee will depend on the type of Residency Agreement entered into with the prospective resident. Under the Return of Capital™ plans, a certain percentage of the Entrance Fee is refundable as outlined in the Return of Capital™ Residency Agreements. Under the Traditional plan, the Entrance Fee refund is determined as follows: (i) 10% of the total Entrance Fee is retained by the Community if the Residency Agreement is canceled during the first five months of residency; and (ii) 2% of the total Entrance Fee per month of residency is retained by the Community if the Residency Agreement is canceled after the first five months of residency - until the Entrance Fee is fully earned by the Community. After 50 months of residency, the Entrance Fee refund under the Traditional Residency Agreement will decline to a zero balance.

4. Payment of a Monthly Fee. To receive the services and amenities listed in Section 1 of the Residency Agreements, a resident is required to pay a Monthly Fee (including a second person Monthly Fee if there are two persons residing in the residence) to us on the first day of each month. The Monthly Fees vary according to the size and type of the residence selected and the type of residency plan the resident selects (life care plan vs. fee-for-service plan). The Monthly Fees required to be paid under the Return of Capital™ fee-for-service plan are less than the monthly fees required to be paid under the Return of Capital™ life care plan and Traditional life care plan. Monthly Fees will be used only for purposes related to the Community. Monthly Fees may be adjusted by Pomperaug Woods, Inc., in its sole discretion, following 60 days' written notice to residents in order to meet the financial needs of operating the

Community or to provide required services and amenities to the residents. An outline of the Monthly Fees is attached as Exhibit D to this Disclosure Statement.

5. Ancillary Services and Charges. Certain items are available to residents for an extra charge, such as additional meals beyond the one meal per day included in the Monthly Fee, guest meals and guest accommodations, use of the salon, additional housekeeping, special events transportation, etc. See Section 2 of the Residency Agreements for further details.

6. Charges for Nursing Care Services in the Health Center.

6.1 Under the Life Care Plans – If a resident or both residents are temporarily assigned to the Health Center, the Monthly Fees (first and second person, as applicable) for the residence will continue. When permanently assigned to the Health Center, the Monthly Fees will be adjusted to the weighted average of the first-person (and second person, as applicable) Monthly Fees in effect for all residences. Residents in the Health Center will also pay the charges for additional meals per day not covered by the Monthly Fees, the charges for physician services, and the charges for any other additional health services received by the resident. Section 3 of the Residency Agreements describes in greater detail the charges for nursing care services in the Community's Health Center.

6.2 Under the Fee-For-Service Plan – If a resident or both residents are temporarily assigned to the Health Center, the Monthly Fees (first and second person, as applicable) for the residence will continue. Both residents will also be required to pay the per diem fees for care in the Health Center, the charges for physician services, and the charges for any other additional health services received by the resident. When permanently assigned to the Health Center, the Monthly Fees for the residence will cease once the residence is vacated and the residents will continue to pay the charges outlined above. Section 3 of the Residency Agreement describes in greater detail the charges for nursing care services in the Community's Health Center.

7. Medicare and Supplemental Insurance. Residents of the Community are required to maintain Medicare Part A, Medicare Part B, Medicare Part D, and one supplemental health insurance policy or equivalent insurance coverage in order to fully cover a Medicare-qualified stay in the Community's Health Center. Supplemental insurance should cover Medicare co-insurance and deductibles. The resident is financially responsible for deductibles, co-insurance, and any other charges for each Medicare-qualified stay to the extent of any shortfall.

8. Managed Care. A resident may choose to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage. If the Community's Health Center is a participating provider with the resident's managed care program and the resident's stay is a Medicare-qualified stay, Pomperaug Woods, Inc. agrees to be reimbursed at the rate negotiated with the resident's managed care program. If the Community's Health Center is not an approved participating provider with the resident's managed care program and the resident chooses to receive health care services at a managed care participating provider, then the resident will be required to relocate for as long as necessary for those services, and be responsible for all charges for those health care services. In addition, while receiving health care services at the managed care participating provider, the resident will continue to pay the Monthly Fee for his/her residence unless the Residency Agreement is canceled. If the

Community's Health Center is not a participating provider in the resident's managed care program and the resident would still like to receive health care in the Community's Health Center during a Medicare-qualified stay, the resident will pay the per diem fee for his/her care in the Community's Health Center during such qualified stay, as well as the Monthly Fee for his/her residence. At the conclusion of each such Medicare-qualified stay, the resident will be entitled to health center care under the terms of the Residency Agreement.

E. SPECIAL FINANCIAL CONSIDERATION

In cases where personal financial resources prove inadequate, a resident may apply for special financial consideration by Pomperaug Woods, Inc. It is the policy of Pomperaug Woods, Inc. to not ask a resident to leave solely because of a justifiable inability to pay the Monthly Fee.

Bequests or gifts received by Pomperaug Woods, Inc. will be used, if allowed by their terms, to offset expenses of the Community to provide financial deferrals for residents as needed, or to purchase non-budgeted items or services for use in the Community.

IV. REGULATORY MATTERS

A. REGISTRATION

The Community is subject to the provisions of Connecticut law on Management of Continuing-Care Facilities, Chapter 319hh, Connecticut General Statutes. In compliance with the Connecticut continuing-care law, we have filed the following documents with the Connecticut Department of Social Services:

- (1) A current Disclosure Statement (this booklet),
- (2) Financial and actuarial information, and
- (3) Escrow agreements and escrow account verifications.

All documents filed are a matter of public record and may be reviewed at the Department of Social Services; 25 Sigourney Street; Hartford, Connecticut 06106-2055.

B. ENTRANCE FEE ESCROW

Under the provisions of the Connecticut continuing-care law, we have established an Entrance Fee Escrow Account with Bank of America for purposes of depositing Entrance Fees paid by residents prior to residency. We are required to maintain Entrance Fees received from residents in the Entrance Fee Escrow Account (i) for the 30-day right of rescission period, and (ii) until the residence becomes available for residency by the resident. Interest earned on the account will be credited to us. Residents desiring to rescind or cancel their Residency Agreements should send written notice to Pomperaug Woods, Inc.; 80 Heritage Road; Southbury, Connecticut 06488, and, if during the 30-day right of rescission period, to the Escrow Agent, Bank of America; #1 Exchange Place; Waterbury, Connecticut 06702, telephone number (203) 465-1790.

C. RESERVE FUND ESCROW

We are required to establish and maintain a Reserve Fund Escrow Account in an aggregate amount sufficient to cover the following:

- (1) All principal and interest, rental or lease payments due during the next 12 months on account of any first mortgage loan or other long-term financing; and
- (2) The total cost of operations of the Community for a one-month period, excluding debt service and capital expenditures.

The Reserve Fund Escrow Account is established at:

Newtown Savings Bank
39 Main Street
Newtown, CT 06470

D. INVESTMENTS

All investment decisions for all escrow and reserve funds will be made by our Board of Directors. The Board will invest the funds in a manner consistent with sound investment practices and consistent with Connecticut law.

E. TAX DISCUSSION

Execution of the Residency Agreement and payment of the Entrance Fee and Monthly Fee gives rise to certain unique tax considerations. The discussion below outlines the process which will be utilized to determine the percentage of the Entrance Fee and Monthly Fee that the resident may choose to deduct as a medical expense. Each resident is advised to consult with his/her personal tax advisor regarding the tax consequences associated with becoming a resident of the Community. We are not tax advisors and we disclaim any responsibility for any tax advice relating to your becoming a resident of the Community.

A percentage of the non-refundable portion of the Entrance Fee may be taken as a medical expense deduction in the year in which it is deemed finally paid. Also, a percentage of the Monthly Fees paid by a resident each year may be taken as a medical expense deduction. Each year, the Community will provide the residents with the percentage of the prior year's Monthly Fees that has been determined to be attributable to the operations of the Community's Health Center. All deductions are, of course, subject to limitations imposed by the Internal Revenue Code of 1986, as amended. It is advisable that the residents seek the advice of their tax counsel before taking any of these deductions.

F. JUDICIAL PROCEEDINGS

No judicial proceedings have been initiated against Pomperaug Woods, Inc. as defined under Section 17b-522(a)(4) of the Connecticut General Statutes or pursuant to State Regulation 17a-373-3(c)(3) which governs the management of continuing-care facilities.

V. FINANCIAL STATEMENTS AND PROJECTIONS

A. FINANCIAL PROJECTIONS

It is important for future residents, their families, and their advisors to understand the financial basis on which the Community is operated. The past experience of Life Care Services in successfully developing and managing senior living communities has been the basis for financial planning for the Community.

B. CASH FLOW PROJECTION (PRO FORMA)

A pro forma cash flow projection for the Community for the period beginning October 1, 2014 through September 30, 2019 can be found on the following page. The pro forma is based on the assumptions stated in the notes attached thereto and is a projection of future activity rather than historical financial statements. Such pro forma projection is based on cash flow concepts, which makes it unlike an income statement prepared in accordance with generally accepted accounting principles.

The pro forma cash flow projection is simply a projection of the estimated expenses and income of the Community. The projected rates for income and expenses are not guaranteed. The percent of increase may be greater or lower based upon the increased cost to operate the Community and other factors.

POMPERAUG WOODS
Southbury, Connecticut

CASH FLOW PROJECTION

For the Period Beginning October 1, 2014

	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018	Year 5 2019
Beginning Cash (1)	5,195,486	4,739,490	5,622,779	5,760,954	6,345,442
Interest Income (2)	4,965	5,179	5,689	6,050	6,707
Monthly Service Fees (3)	5,768,310	6,138,552	6,410,304	6,602,256	6,800,160
Double Occupancy Fees (4)	304,517	338,530	359,508	370,852	381,662
Miscellaneous Income (5)	(97,849)	(100,785)	(103,809)	(106,923)	(110,131)
Attrition Income (6)	6,837,439	6,613,963	5,507,926	5,496,424	5,510,082
Health Center Income (7)	6,482,888	6,776,757	7,027,095	7,251,563	7,463,259
Nursing Care Purchased (8)	0	0	0	0	0
Life Care Discount (9)	(3,192,875)	(3,396,050)	(3,555,403)	(3,690,490)	(3,813,558)
Operating Expenses (10)	(9,472,025)	(9,749,485)	(10,035,102)	(10,322,076)	(10,617,378)
Capital Expenditures (11)	(961,000)	(989,830)	(1,019,525)	(1,050,111)	(1,081,614)
Loan Principal (12)	(600,000)	(600,000)	(600,000)	(150,000)	0
Loan Interest (13)	(74,250)	(47,250)	(20,250)	(3,375)	0
Estate Refunds (14)	(5,456,116)	(4,106,291)	(3,838,259)	(3,819,683)	(3,808,457)
Net Change (15)	(455,996)	883,289	138,175	584,488	730,732
Ending Cash	4,739,490	5,622,779	5,760,954	6,345,442	7,076,173

POMPERAUG WOODS
Southbury, Connecticut

CASH FLOW PROJECTION FOOTNOTES

- (1) Beginning Cash represents cash and any reserves on hand at the beginning of the fiscal year for Years 1 through 5.

Cash and Cash Equivalents	\$3,507,428
Assets Whose Use is Limited – Current	0
Assets Whose Use is Limited - Long Term	1,688,058
Total	\$5,195,486

- (2) Interest Income on the average cash balance is assumed to be at an annual rate of 0.1 percent in Years 1 through 5.

- (3) Monthly Service Fees represents the total of first person monthly service fees for all independent living units at average occupancy of:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
89.0%	92.4%	93.9%	93.9%	93.9%

Monthly service fees are assumed to increase by 2.5 percent in Year 2, 2.75 percent in Year 3, and 3.0 percent in Years 4-5.

- (4) Double Occupancy Fees represents second person fees, which are assumed to increase at the same rate as first person monthly service fees.

- (5) Miscellaneous Income represents revenue from such services as furnishing additional meals, special services, guest apartment rental, beauty shop, personal laundry, vending equipment, and gifts.

- (6) Attrition Income represents the additional income from re-reservation of living units based upon living unit turnover rates as computed by the independent consulting actuarial firm of Milliman of Omaha, Nebraska.

- (7) Health Center Income assumes average daily rates in Year 1 of \$490.80 for a private room and \$430.47 for a semiprivate room. There are 37 health center beds (7 private rooms and 15 semiprivate rooms). The average census has been projected at:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
32.4	33.3	33.7	33.9	33.9

- (8) Life Care Discount is the expense of placing Pomperaug Woods’ residents in the health center per the life-care contracts.

- (9) Operating Expenses are assumed to increase by 2.9 percent for Years 2 through 5.

- (10) Capital Expenditures are costs of repair or replacement of portions of the buildings and equipment. Such costs are assumed to be relatively low when the buildings are new and to increase gradually thereafter as the facility ages.
- (11) Loan Principal payments began January 2008 at \$600,000 annually. The principal payment decreases to \$150,000 in Year 4 and \$0 thereafter. This loan represents the conversion of a \$6,000,000 revolving line of credit to a ten-year term loan, which was entered into on June 29, 2007.
- (12) Loan Interest payments on the ten-year term loan are scheduled at:
- | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|---------------|---------------|---------------|---------------|---------------|
| \$74,250 | \$47,250 | \$20,250 | \$3,375 | \$0 |
- (13) Estate Refunds is that portion of the entrance fee refunded due to the death of a resident. This refund is paid from the entrance fee received by the Community from the new resident. Attrition rates used in calculating estate refunds are based upon year-end actuarial data from the firm of Milliman of Omaha, Nebraska.
- (14) Net Change is the difference between ending cash and beginning cash in a given year.

POMPERAUG WOODS
Southbury, Connecticut

FORECASTED STATEMENT OF REVENUES AND EXPENSES

	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018	Year 5 2019
OPERATING REVENUES					
Earned Entrance Fees	1,192,456	1,051,833	928,978	823,759	739,695
Apartment Fees	6,072,827	6,477,082	6,769,812	6,973,108	7,181,822
Interest Income	4,965	5,179	5,689	6,050	6,707
Other Income	(97,849)	(100,785)	(103,809)	(106,923)	(110,131)
TOTAL	7,172,399	7,433,309	7,600,670	7,695,994	7,818,093
HEALTH CENTER REVENUES - NET	3,290,013	3,380,707	3,471,692	3,561,073	3,649,701
TOTAL OPERATING REVENUES	10,462,412	10,814,016	11,072,362	11,257,067	11,467,794
OPERATING EXPENSES:	0	0	0	0	0
G&A	(2,692,951)	(2,773,740)	(2,856,952)	(2,942,660)	(3,030,940)
Plant	(1,340,052)	(1,373,553)	(1,407,892)	(1,436,050)	(1,464,771)
Housekeeping	(500,103)	(515,106)	(530,559)	(546,476)	(562,870)
Dietary	(1,432,437)	(1,475,410)	(1,519,672)	(1,565,262)	(1,612,220)
Resident Care	(3,506,482)	(3,611,676)	(3,720,027)	(3,831,628)	(3,946,576)
Depreciation	(1,222,469)	(1,168,171)	(1,105,413)	(1,060,638)	(1,015,029)
Interest	(74,250)	(47,250)	(20,250)	(3,375)	0
Amortization	0	0	0	0	0
TOTAL OPERATING EXPENSES	(10,768,744)	(10,964,906)	(11,160,765)	(11,386,089)	(11,632,407)
REVENUE OVER EXPENSE (DEFICIT)	(306,332)	(150,890)	(88,403)	(129,022)	(164,612)

POMPERAUG WOODS - Explanation of Material Differences

	Actual 2014	Proforma 2014	Variance 2014
OPERATING REVENUES			
Earned Entrance Fees (1)	1,389,528.00	1,023,241.00	366,287.00
Apartment Fees	5,635,800.00	5,588,371.00	47,429.00
Interest Income	5,783.00	5,429.00	354.00
Other Income	(20,934.00)	58,176.00	(79,110.00)
TOTAL HEALTH CENTER REVENUES - NET (2)	7,010,177.00	6,675,217.00	334,960.00
TOTAL OPERATING REVENUES	3,278,229.00	3,456,652.00	(178,423.00)
OPERATING EXPENSES:	10,288,406.00	10,131,869.00	156,537.00
G&A	(2,631,054.00)	(2,660,064.72)	29,010.72
Plant (3)	(1,368,898.00)	(1,182,805.00)	(186,093.00)
Housekeeping	(467,718.00)	(480,907.00)	13,189.00
Dietary	(1,403,741.00)	(1,406,846.00)	3,105.00
Resident Care (4)	(3,583,713.00)	(3,354,584.00)	(229,129.00)
Depreciation	(1,242,999.00)	(1,225,804.72)	(17,194.28)
Interest Amortization	(87,693.00)	(101,460.00)	13,767.00
TOTAL OPERATING EXPENSES	-	-	-
REVENUE OVER EXPENSE (DEFICIT)	(10,785,816.00)	(10,412,471.44)	(373,344.56)
	(497,410.00)	(280,602.44)	(216,807.56)

Footnotes to Explanation of Material Differences

(1) Earned Entrance Fees were higher than projected due to more nonrefundable death and move out income for 2014.

(2) Health Center Revenues were lower due to lower than projected due mainly to census mix. Room and Board Private Pay was less than anticipated as were the Life Care/Continuing Care contracts. Medicaid residents increased.

(3) Plant expenses were higher than projected due to an increase in expenses relating to maintenance, repair, and supplies.

(4) Resident Care expenses were higher than projected due to an increase use of consultants, higher census in the Health Center and increased ancillaries, and increased use of Outside Labor - RNs.

C. AUDITED FINANCIAL STATEMENTS

Audited financial statements of Pomperaug Woods, Inc. for the years ended September 30, 2014 and 2013 and for the years ended September 30, 2013 and 2012 are attached as Exhibit E to this Disclosure Statement.

D. PREPAID HEALTH CARE OBLIGATION

The total present value of prepaid health care for present residents of the Community as of September 30, 2014 has been calculated to be \$24,903,742 over a 30-year period. The calculation is based upon certain actuarial assumptions and methodology using mortality and morbidity rates taken from Milliman, Inc.'s annual actuarial reports. This calculated figure is not a current obligation, but will be incurred over 30 years as the residents incur health-care costs. It is funded from Entrance Fees and Monthly Fees received over the same period of time as the health-care costs are incurred.

E. FINANCING

On June 29, 2007, Pomperaug Woods, Inc. entered into a 10-year loan agreement with Newtown Savings Bank for \$6 million, which will bear interest at a fixed rate equal to the Five-Year Federal Home Loan Bank of Boston "Classic Advance Rate," plus a margin of 250 basis points for five years until the change date. The interest rate was reset in December 2012, and is now set at 3.8%. This loan was used to pay-off the \$3 million commercial line of credit with Newtown Savings Bank. The remaining \$3 million will be used to fund reserves and provide working capital to the Community.

VI. EXHIBITS

EXHIBIT A
SENIOR LIVING COMMUNITIES MANAGED
BY LIFE CARE SERVICES
AS OF 04/16/2015

Alabama, Hoover – Danberry at Inverness
Arizona, Chandler – Chandler Memory Care
Arizona, Peoria – Sierra Winds
Arizona, Phoenix – Sagewood
Arizona, Scottsdale – Scottsdale Memory Care
Arizona, Tempe (Phoenix) – Friendship Village of Tempe
Arkansas, Fayetteville – Clarity Pointe Fayetteville
Arkansas, Little Rock – Clarity Pointe Little Rock
California, Carlsbad – LaCosta Glen and GlenBrook
California, Cupertino – The Forum at Rancho San Antonio
California, Fullerton – Morningside of Fullerton and Park Vista
California, Pleasanton – Stoneridge Creek Pleasanton and CreekView
California, San Diego – Casa de las Campanas
California, San Rafael – Aldersly Garden Retirement Community
California, Thousand Oaks – University Village at Thousand Oaks and Oak View
Connecticut, Chester – Chester Village West
Connecticut, Essex – Essex Meadows
Connecticut, Mystic – StoneRidge
Connecticut, Redding – Meadow Ridge
Connecticut, Southbury – Pomperaug Woods
District of Columbia – Residences at Thomas Circle
Florida, Boca Raton - Sinai Residences of Boca Raton
Florida, Jacksonville – Clarity Pointe Jacksonville
Florida, Jacksonville – The Beach House
Florida, Miami – East Ridge at Cutler Bay
Florida, Naples – Bayshore Memory Care
Florida, North Port – The Springs of South Biscayne
Florida, Orlando – Gentry Park
Florida, Palm City – Sandhill Cove
Georgia, Columbus – Spring Harbor
Georgia, Cumming – Towne Club at Windermere
Georgia, Savannah – The Marshes of Skidaway Island
Georgia, Stone Mountain – Park Springs
Hawaii, Honolulu – Hale Ola Kino
Illinois, Chicago – The Clare
Illinois, Godfrey – The United Methodist Village
Illinois, Lincolnshire – Sedgebrook
Illinois, Mokena – Clarendale of Mokena
Illinois, Naperville – Monarch Landing
Illinois, Tinley Park – Hanover Place of Tinley Park
Illinois, Wheaton – Wyndemere
Indiana, Carmel – Magnolia Springs at Bridgewater

Indiana, Greenwood (Indianapolis) – Greenwood Village South
Indiana, Indianapolis – Magnolia Springs Southpointe
Indiana, Indianapolis – Marquette
Indiana, North Manchester – Peabody Retirement Community
Indiana, Terre Haute – Westminster Village
Indiana, West Lafayette – Westminster Village West Lafayette
Iowa, Ames – Green Hills Retirement Community
Iowa, Cedar Rapids – Cottage Grove Place
Kansas, Atchison – Dooley Center
Kentucky, Louisville – Magnolia Springs East
Kentucky, Louisville – Magnolia Springs at Whipps Mill
Louisiana, Covington – Christwood
Maryland, Annapolis – Baywoods of Annapolis
Maryland, Columbia – Vantage House
Maryland, Pikesville (Baltimore) – North Oaks
Maryland, Timonium – Mercy Ridge
Maryland, Towson (Baltimore) – Blakehurst
Michigan, Battle Creek – NorthPointe Woods
Michigan, Dearborn – Henry Ford Village
Michigan, Jackson – Vista Grande Villa
Michigan, Kalamazoo – Friendship Village
Michigan, Waterford – Canterbury on-the-Lake
Minnesota, Apple Valley – Timbers
Minnesota, Brooklyn Park – Tradition
Minnesota, Brooklyn Park – Waterford Estates
Minnesota, Brooklyn Park – Waterford Manor
Minnesota, Burnsville – The Rivers
Minnesota, Crystal – Heathers Estates
Minnesota, Crystal – Heathers Manor
Minnesota, Plymouth – Trillium Woods
Minnesota, Wayzata – Meridian Manor
Missouri, Chesterfield (St. Louis) – Friendship Village Chesterfield
Missouri, Ellisville – Gambrill Gardens
Missouri, Higginsville – John Knox Village East
Missouri, Kansas City – Kingswood Senior Living Community
Missouri, Sunset Hills (St. Louis) – Friendship Village Sunset Hills
New Jersey, Lakewood – Harrogate
North Carolina, Arden – Ardenwoods
North Carolina, Chapel Hill – The Cedars of Chapel Hill
North Carolina, Charlotte – The Cypress of Charlotte
North Carolina, Durham – Croasdaile Village
North Carolina, Greensboro – WhiteStone
North Carolina, Greenville – Cypress Glen Retirement Community
North Carolina, Lumberton – Wesley Pines Retirement Community
North Carolina, Pittsboro – Galloway Ridge
North Carolina, Raleigh – The Cypress of Raleigh
North Carolina, Wilmington – Plantation Village
Ohio, Dublin – Friendship Village of Dublin

Oklahoma, Bartlesville – Green Country Village
Oregon, Dallas – Dallas Retirement Village
Oregon, Salem – Capital Manor
Pennsylvania, Reading – Heritage of Green Hills
South Carolina, Greenville – Rolling Green Village
South Carolina, Hilton Head Island – The Cypress of Hilton Head
South Carolina, Sumter – Covenant Place
South Carolina, West Columbia – Laurel Crest
Tennessee, Brentwood – The Heritage at Brentwood
Tennessee, Franklin – Maristone of Franklin
Tennessee, Germantown – The Gardens of Germantown
Tennessee, Germantown – The Village at Germantown
Tennessee, Knoxville – Clarity Pointe Knoxville
Tennessee, Mt. Juliet – Maristone at Providence
Texas, Austin – Longhorn Village
Texas, Austin – Westminster
Texas, Bedford – Parkwood Healthcare
Texas, Bedford – Parkwood Retirement
Texas, Dallas – Autumn Leaves
Texas, Dallas – Monticello West
Texas, Dallas – Signature Pointe
Texas, Dallas – Walnut Place
Texas, Lubbock – Carillon Senior LifeCare Community
Texas, New Braunfels – Elan-Westpointe
Texas, Wichita Falls – Rolling Meadows
Utah, Salt Lake City – Pacifica Senior Living Millcreek
Virginia, Norfolk – Province Place of DePaul
Virginia, Portsmouth – Province Place of Maryview
Washington, Issaquah – Timber Ridge at Talus
Wisconsin, Mequon – Newcastle Place
Wisconsin, Milwaukee – Eastcastle Place

Senior Living Communities Managed by CRSA/LCS Management, LLC, an affiliate of Life Care Services

Arkansas, Fayetteville – Clarity Pointe Fayetteville
Arkansas, Little Rock – Clarity Pointe Little Rock
Georgia, Columbus – Spring Harbor
Indiana, West Lafayette – Westminster Village West Lafayette
Maryland, Annapolis – Baywoods of Annapolis
Maryland, Timonium – Mercy Ridge
Minnesota, Apple Valley – Timbers
Minnesota, Brooklyn Center – Earle Brown Terrace
Minnesota, Brooklyn Park – Tradition
Minnesota, Brooklyn Park – Waterford Estates
Minnesota, Brooklyn Park – Waterford Manor
Minnesota, Burnsville – The Rivers
Minnesota, Crystal – Heathers Estates

Minnesota, Crystal – Heathers Manor
Minnesota, Wayzata – Meridian Manor
North Carolina, Pittsboro – Galloway Ridge
Tennessee, Knoxville – Clarity Pointe Knoxville
Texas, Wichita Falls – Rolling Meadows

EXHIBIT B

DESCRIPTION OF SERVICES AND AMENITIES

The services and amenities provided by the Community to residents are listed in the Residency Agreement which governs all such obligations. In an attempt to more fully explain the nature of these services and amenities, the following detailed description has been prepared. The procedures to be followed in furnishing these services and amenities may be modified by us in consultation with the Community's Association of Residents.

Activities Director (Health Center)

We provide an activities director who is responsible for coordinating and directing the arts and crafts, social, and recreational activities for residents of the Health Center.

Additional Services

Additional services are provided to residents for an extra charge. Such services include guest accommodations, guest meals over the monthly meal allowance, beauty salon services, additional resident meals, additional housekeeping, personal laundry service, and such other reasonable services as requested (if available).

Association of Residents and Residents' Council

The residents of the Community have established an Association of Residents and a Residents' Council. Membership in the Association of Residents is open to all residents of the Community. Regularly scheduled meetings are held to enable the residents to ask questions and to permit administration and the Board of Directors to communicate with the residents. These resident meetings are usually held every other month. The Residents' Council is comprised of six residents who are elected for two-year terms. The Council meets monthly with the Executive Director and representatives of the Board of Directors.

Dining Services

Residents are provided with one meal per day, which may be taken for breakfast, lunch or dinner. Guest meals are also available for an extra charge. Unused monthly meal credits may be applied against guest meals served during the same calendar month. Any meals taken beyond the monthly meal credit will be added to the resident's monthly billing statement.

The Community offers a full-service dining room for residents' enjoyment. This dining venue is a typical restaurant style dining – offering three to six course meals, depending on the resident's desires. The items served include soup, salad, and choice of multiple entrees, starch, vegetable, beverage, and dessert options. Main entrees are the same at lunch and dinner. Lighter entrees are also offered for lunch and dinner. Also available for lunch or dinner is the community's Cafe which serves lighter fare where residents can feel free to dress more casual than the main dining room.

Residents must dress and conduct themselves in a socially acceptable manner.

Modified diet consultation is provided to residents when a modified diet has been ordered by a resident's physician, Medical Director or Director of Nursing Services. The services of a dietitian are available to the residents to provide special diet meal plans.

The Community also provides take out meal service.

Disclosure of Financial Data

A current Disclosure Statement including audited financial statements for the Community is available for inspection by the residents each year. Residents, through the Association of Residents, are informed of the budgeting process. Monthly reviews of the financial operation statements are presented to selected resident representatives. Reports and other data required under various statutes are also available for review.

Gratuities

Gratuities are not permitted, and employees who accept them are subject to discharge. The Association of Residents has established an employee appreciation fund to be shared with each employee on a basis determined by the residents.

Guest Accommodations

Guest accommodations are available for an extra charge per day plus an occupancy tax with a seven-day limit on usage.

Health Center

A physician has been retained on a consulting basis to act as the Medical Director of the Health Center. The Medical Director is responsible for medical supervision of the Health Center operations, quality of care assurance, and resident care planning. The Medical Director may also be called upon by Community staff to assist in determination of a resident's health and whether or not the resident requires additional care in the Health Center.

If a resident requires nursing care, he or she will be transferred to the Community's Health Center from his/her residence upon a physician's order. The resident's attending physician or the Medical Director will determine the appropriate level of care required by the resident upon admission to the Health Center. The Community's nursing staff will provide an appropriate plan of care, the ultimate goal of which will be, if at all possible, to return the resident to his/her residence as soon as possible.

The Health Center will be staffed to provide quality care to residents of the Community and to nonresident patients admitted from the surrounding area. If a resident desires special additional nursing staff while a patient in the Health Center, arrangements may be made through the Health Center at additional charge to the resident.

While in the Health Center, the resident will receive nursing care services in a semiprivate room. If a resident desires a private room, the resident may obtain one (based on availability) upon agreement to pay the difference between the semiprivate room charge and private room charge. In our sole discretion, if the private room in which a resident is residing is needed for semiprivate use, resident will be required to reside in a semiprivate room until a private room is once again available (unless a private room is medically necessary). Care in the Community's Health Center includes skilled, rehabilitative, and long-term nursing care, depending upon the needs of each individual resident and which will be provided in accordance with the laws and regulations governing skilled nursing facilities.

The resident is also responsible for services provided by his/her own attending physician and/or the Medical Director. In the event a resident's attending physician or Medical Director orders medication, therapy, or various supplemental services for a resident's care, the resident will be responsible for the extra charges for such services and supplies. Because the Monthly Fee includes only one meal per day, the charges for two additional meals per day will be added to a resident's monthly billing statement during his or her stay in the Health Center.

The resident is also responsible for the charges for all medical care received away from the Community (i.e., hospital care), except in the event the Community places the resident temporarily in an alternate health center facility because the Community Health Center is full. If placement in an alternate health center facility is required, the resident will pay the same rate as if he or she were a patient in the Community Health Center. The charges for care received at the alternate health center facility will be paid by us, which accommodations and services shall be comparable to the accommodations and services outlined in the Residency Agreement. The Community will approve and coordinate a resident's transfer to the alternate health center facility. The resident will be transferred back to the Community Health Center as soon as a room becomes available.

Health Center – Permanent Assignment

Residents who are unable to return to their residences will be permanently assigned to the Health Center. A determination of permanent assignment will come only after a thorough evaluation of the resident's condition by a staff of health care professionals, including the resident's attending physician, the Medical Director, nursing and nursing support staff, and administration. The process of determining a resident's permanent assignment generally takes place over a 90-day period.

Permanent assignment, in cases of single occupancy, results in the release of resident's residence for reservation by a new resident. In cases of double occupancy, the remaining resident may continue to occupy the residence. Release of a residence due to permanent assignment does not qualify a resident for partial reimbursement of the Entrance Fee. Reimbursement will be made only upon cancellation of the Residency Agreement and reoccupancy of the residence by a new resident.

Family, friends, and volunteers are encouraged to visit the resident. Friends, relatives, or spouses may take meals with Health Center residents upon advance notice to the Health Center.

Laundry

We provide weekly flat laundry service. Flat laundry is washed, dried, folded, and returned to residents within seven days of pick up. This service includes the following items: sheets, pillowcases, towels, facecloths, and dishcloths. Although the use of permanent-press linen is strongly recommended, the staff will launder nonpermanent-press items, but will not iron flat laundry. Personal laundry service is also available for an extra charge.

Maintenance

We maintain all buildings, grounds, and commons areas and also provide weekly housekeeping services. Housekeeping services include vacuuming, washing hard surface floors, cleaning, and dusting the interior of the residence. Ovens and windows are cleaned at a resident's special request. Community staff will assist residents in arranging and moving

furniture as needed during the first 12 months of residency at no extra charge. This service is available after that time at an extra charge to the resident. Residences are painted during the sixth year of residency upon the resident's prior agreement.

Monthly Billing Statement

A monthly billing statement outlining the Monthly Fee and any extra charges will be placed in the resident's mailbox or other appropriate place on approximately the first day of the month. Monthly billing statements are required to be paid by the tenth business day of each month. A late fee of 1.5% is added to all unpaid balances on the last business day of the month.

Parking

Surface parking is provided for each residence. A limited number of carports are available for an extra charge.

Pets

Residents are permitted to have pets in their residences in accordance with the Community's Pet Policy. The resident will be required to enter into a Pet Agreement and pay a nonrefundable Pet Fee. A copy of the Pet Policy and Pet Agreement can be obtained from Administration.

Private Dining Room

A private dining room is available for use by residents and their guests. Special meals are available at an extra charge. Advance reservations are required.

Receptionist

A receptionist is on duty from approximately 8:30 a.m. to 7:30 p.m., Monday through Friday, and on weekends from 9:00 a.m. to 7:30 p.m. Additional hours may be scheduled, depending on the needs of the residents and staff. Bus transportation arrangements and messages are handled at the reception desk.

Resident Health Services Program

The Community offers additional personal services to residents through its licensed Resident Health Services Program. The purpose of this program is to provide assistance to residents should the need arise, so that living in their residences can continue for as long as possible. Resident health services include bathing, dressing, escort service within the Community, and other personal services. Some resident health services are available as part of the Monthly Fee, while other resident health services are available for an extra charge.

Residence Transfers

If a resident wishes to transfer to a different size residence, the Monthly Fee will be adjusted accordingly. The resident may be required to pay an additional Entrance Fee. The Community has established a policy regarding transfer procedures and charges for transfers, and may amend this policy from time to time. The resident will be required to sign an amendment to his/her Residency Agreement, setting forth the terms of the transfer.

Salon

Salon services are available in the Community's on-site salon for extra charge.

Security

We provide security personnel for two eight-hour shifts, Monday through Friday, and 24 hours a day on Saturday and Sunday. For the residents' added safety, all residence wing doors are locked 24 hours a day, and the main entrance doors are locked at specified times, depending on the season, requiring the residents to use a key to gain entrance.

Social Director

The social director is responsible for scheduling group events and transportation, creating newsletters, conducting resident orientation, and overseeing the arts, crafts, and other activities of the Community.

Telephone Service

Pomperaug Woods will reimburse each resident the cost of the basic service of having a telephone in their apartment on their monthly billing statement.. Long distance telephone services are at the resident's expense. Residents must also provide their own telephone.

Transportation

Scheduled bus or other transportation services are provided according to a schedule set by the Community. Areas of regularly scheduled transportation generally include shopping centers and medical and other professional offices in the Southbury area. Special events transportation may be provided to residents for an extra charge.

EXHIBIT C-1

**RETURN OF CAPITAL™ RESIDENCY AGREEMENT
(Life Care)**



Pomperaug Woods
Southbury, Connecticut

Return of CapitalTM
Residency Agreement
(Life Care)

03/26/13

TABLE OF CONTENTS

GLOSSARY.....	v
1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.....	2
2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.....	3
3. THE POMPERAUG WOODS HEALTH CENTER	4
3.1 Accommodations in the Health Center	4
3.2 Temporary Relocation to the Health Center	4
3.3 Permanent Relocation to the Health Center When There is One of You	4
3.4 One Permanently Relocated to the Health Center When There Are Two of You	5
3.5 Both Permanently Relocated to the Health Center When There Are Two of You	5
3.6 Our Right to Reassign Your Residence	5
3.7 Return to Residence.....	5
3.8 Medical Director, Attending Physician, and Additional Health Services.....	5
3.9 Supplemental Insurance	6
3.10 Managed Care.....	6
3.11 Under Age Sixty-Two (62)	7
3.12 Alternate Accommodations.....	7
3.13 Absence from Pomperaug Woods.....	8
3.14 Reimbursement of Entrance Fee	8
3.15 Health Center Agreement.....	8
4. ENTRANCE FEE.....	8
4.1 Entrance Fee Deposit.....	8
4.2 Balance of Entrance Fee.....	8
5. REIMBURSEMENT OF ENTRANCE FEE	8
5.1 Nonacceptance.....	8
5.2 Right of Rescission Period	9
5.3 Cancellation Prior to Occupancy Due to Change in Condition	9
5.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraphs 5.1, 5.2 or 5.3	9
5.5 Cancellation After Occupancy	9

6.	MONTHLY FEE	10
6.1	Payment of Monthly Fee	10
6.2	Monthly Fee Changes.....	10
6.3	Use of Monthly Fee.....	11
6.4	Cancellation of Monthly Fee.....	11
6.5	Monthly Fee and the Health Center	11
6.6	Adjustment of Monthly Fee Due to Absence.....	11
6.7	Late Payment.....	11
6.8	Monthly Statement	11
7.	YOUR CANCELLATION RIGHTS	11
7.1	Prior to Occupancy.....	11
7.2	After Occupancy.....	12
8.	OUR CANCELLATION RIGHTS	12
8.1	Just Cause.....	12
8.2	Notice of Cancellation.....	13
8.3	Emergency Cancellation	13
8.4	Financial Difficulty	14
8.5	Reimbursement of Entrance Fee	14
9.	MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE	14
9.1	Use of the Residence	14
9.2	Duration of Your Right to Occupy the Residence	15
9.3	Occupants of the Residence	15
9.4	Changes in Residence.....	15
9.5	Furnishings	15
9.6	Emergency Entry and Relocation.....	15
9.7	Alterations by You	16
9.8	Refurbishment	16
9.9	Guests	16
9.10	Disposition of Personal Property.....	16
10.	REPRESENTATIONS	16
10.1	Your Representations	16
10.2	Our Representations	17
11.	PROMISES.....	17
11.1	Our Promises	17
11.2	Your Promises	17

12.	MISCELLANEOUS LEGAL PROVISIONS	18
12.1	Nature of Rights	18
12.2	Release.....	18
12.3	Transfers	19
12.4	Indemnity.....	19
12.5	Reimbursement for Loss or Damage.....	19
12.6	Subordination	19
12.7	Amendments.....	19
12.8	Governing Law.....	19
12.9	Separability.....	19
12.10	Resident	19
12.11	Capacity	20
12.12	Entire Agreement	20
12.13	Responsible Party.....	20
12.14	Tax Considerations.....	20
12.15	Nonwaiver	20
12.16	Reimbursement of Costs	20
12.17	Arbitration	20
12.18	Private Employees of Resident	21
12.19	Notices.....	21
12.20	Survival of Representations and Obligations.....	21
12.21	Resident Rights.....	22
12.22	Compliance with Laws and Regulations.....	22
12.23	Complaint Resolution Process	22
13.	RESIDENT HANDBOOK	22
14.	ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS.....	23

Attachment A – List of Resident Health Services

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

"Agreement" refers to this Residency Agreement between the Resident and Pomperaug Woods, Inc., which delineates the contractual obligations of Pomperaug Woods, Inc. to the Resident for services and amenities provided by Pomperaug Woods.

"Assistance-in-Living Services" refers to the services available under the Resident Health Services' Assistance-in-Living Program for providing assistance with activities of daily living and/or nursing care to a resident, as set forth in Attachment A of this Agreement.

"Health Center" refers to the portion of Pomperaug Woods, which is licensed to provide skilled nursing care as identified in Section 3 of this Agreement.

"Entrance Fee" refers to the fee paid to Pomperaug Woods, Inc. pursuant to Section 4 of this Agreement.

"Extra Charges" refers to the extra charges payable in consideration for the additional services and amenities set forth in Section 2 of this Agreement.

"Managed Residential Community" refers to a community registered with the Connecticut Department of Public Health in order to offer certain resident health services provided by a licensed assisted living services agency to residents. Pomperaug Woods is registered as a managed residential community.

"Medical Director" refers to a member in good standing of the New Haven County Medical Society, designated by us as the physician of the Health Center, who is available for emergency calls and consults with the Pomperaug Woods staff on medical issues.

"Monthly Fee" refers to that fee payable in consideration for the services and amenities provided to all residents, as set forth in Section 1 of this Agreement. The Monthly Fee includes a second person fee if there are two Residents.

"Occupancy" refers to the earlier of the date you move to Pomperaug Woods or pay the balance of the Entrance Fee.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

"Personal Service Provider Policy" refers to the policy established by Pomperaug Woods, which sets forth the guidelines of conduct which must be followed by any Personal Service Provider providing services to residents of Pomperaug Woods.

"Pomperaug Woods" or "Community" refers to the life care senior living community located in Southbury, Connecticut, including the residences, the Health Center, the common areas, and site amenities.

"Pomperaug Woods, Inc." or "we" or "our" or "us" refers to the owner of the life care senior living community known as Pomperaug Woods, including the residences, the Health Center, the common areas, and the site amenities associated with these areas. Pomperaug Woods, Inc. is a Connecticut not-for-profit corporation.

"Residence" refers to the residence identified in the introductory paragraph of this Agreement, which you are entitled to occupy in exchange for paying the Entrance Fee and the Monthly Fee.

"Residency Policy" refers to that policy developed by Pomperaug Woods, Inc., which outlines the requirements for initial residency at Pomperaug Woods.

"Resident" or "you" refers to the resident or residents who execute this Agreement. Sometimes a second resident (if there are two of you) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.



Pomperaug Woods

Return of Capital™ Residency Agreement

This Residency Agreement ("Agreement") is entered into by Pomperaug Woods, Inc. ("we," "us," or "our") and _____ (individually or collectively, "you," "your," or "Resident"). Pomperaug Woods (the "Community") is a life care senior living community owned and operated by us, and located at 80 Heritage Road; Southbury, CT 06488.

We will provide residential housing for people 62 or older, along with a wide array of services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number: _____

Residence Style: _____

As a Resident, you are offered lifetime use of your Residence, Assistance-in-Living Services, and long-term nursing care in our Health Center, all in accordance with the terms of this Agreement.

To be accepted for residency, you must meet our residency criteria, which includes: having reached the age of 62 (or applying for residency with another person who is 62 or older); financial guidelines; and the ability to occupy a residence, with or without reasonable accommodation or reasonable modification.

The purpose of this Agreement is to set forth your rights and duties as a Resident of Pomperaug Woods and to delineate the services and amenities to be provided.

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

For as long as you occupy the Residence, we will furnish the following services and amenities, which are included in the Monthly Fee:

- 1.1** One full meal per day in our dining venues;
- 1.2** Special diet and tray service to be provided upon order of the Medical Director or Director of Nursing Service;
- 1.3** Air conditioning, heating, electricity, water, and trash disposal;
- 1.4** Maintenance of buildings and grounds;
- 1.5** On-site security personnel;
- 1.6** Weekly housekeeping;
- 1.7** Weekly laundry of flat linens;
- 1.8** Washer and dryer (in many residences, but not in all), and availability of laundry facilities;
- 1.9** Planned events -- social, cultural, educational, spiritual, and recreational -- for those who wish to participate (a list of activities is available at the front desk);
- 1.10** One parking space per Resident provided you have a car and a valid operator's license;
- 1.11** Refrigerator, range, microwave, garbage disposal and dishwasher, except that there will be no dishwasher in a one-bedroom studio residence;
- 1.12** Scheduled local transportation (listed on the monthly calendar located at the front desk);
- 1.13** Local telephone service;
- 1.14** Emergency call system and emergency nursing services;
- 1.15** Use of site amenities;

1.16 Emergency calls by the Medical Director when summoned by designated Health Center staff;

1.17 Appropriate nursing services (including personal care) in semiprivate accommodations in the Health Center, as outlined in Section 3; and

1.18 Assistance-in-Living Services in your Residence, for a limited period of time as determined on a case-by-case basis at the time such services are required, in our sole discretion, as set forth in Attachment A.

2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.

At your request and for as long as you occupy the Residence, we will also make available to you the following additional services and amenities at the then prevailing rates of Extra Charge:

2.1 Extended Assistance-in-Living Services (as determined on a case-by-case basis at the time such service is required, in our sole discretion) beyond those provided pursuant to Paragraph 1.18;

2.2 Personal laundry;

2.3 One or two additional meals per day in our dining venues;

2.4 Carports, when available;

2.5 Guest dining;

2.6 Guest accommodations, when available;

2.7 Special events transportation;

2.8 Additional housekeeping;

2.9 If and when you stay at the Health Center, two extra meals per day;

2.10 Certain other services, as available from time to time, such as Medical Director services, medicine, drugs, prescribed therapy, nursing supplies, and other miscellaneous supplies and services associated with medical treatment;

2.11 Other optional services related or unrelated to care in the Health Center as approved by us; and

2.12 Private accommodations in the Health Center, if available.

A list of current Extra Charges for these additional services and amenities is attached to this Agreement as Attachment B. These Extra Charges are subject to change at our discretion. A list of the most current Extra Charges can be obtained from the Health Center Social Services/Admissions Director.

3. THE POMPERAUG WOODS HEALTH CENTER.

3.1 Accommodations in the Health Center. If, in the opinion of your attending physician or the Medical Director, after consultation with you (to the extent possible), your family or your responsible party, you require nursing care, you will be requested to relocate to the Health Center (either temporarily or permanently). Nursing care will be provided in semiprivate accommodations, unless either (i) only private accommodations are available; or (ii) private accommodations are medically necessary. If private accommodations are not medically necessary and semiprivate accommodations are available, you may still choose to occupy private accommodations (if available) as long as you agree to pay the difference between the charges for private and semiprivate accommodations. This applies regardless of whether you are in the Health Center or another health center on an interim basis. At our sole discretion, if private accommodations in which you are residing are needed for semi-private use, you agree to reside in semi-private accommodations until private accommodations are once again available (unless private accommodations are medically necessary).

3.2 Temporary Relocation to the Health Center. If you (both of you if there are two of you) are temporarily relocated to the Health Center, you will continue to pay your Monthly Fee (first and second person) for your Residence, plus the charges for the meals not covered by the Monthly Fee, charges for physician services, and any additional health services as described in Paragraph 3.8.

3.3 Permanent Relocation to the Health Center When There is One of You. If there is one of you and you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the weighted average first-person Monthly Fee. You will also be responsible for the charge for the meals not covered by the Monthly Fee, charges for physician services, and any additional health services as outlined in Paragraph 3.8.

3.4 One Permanently Relocated to the Health Center When There Are Two of You. If there are two of you and one of you is permanently relocated to the Health Center, the Resident in the Health Center will continue to pay the second-person Monthly Fee for the Residence, plus the charges for the meals not covered by the Monthly Fee, charges for physician services, and any additional health services as outlined in Paragraph 3.8. The Resident who remains in the Residence will continue to pay the first person Monthly Fee for the Residence.

3.5 Both Permanently Relocated to the Health Center When There Are Two of You. If both of you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the weighted average first-person Monthly Fee and the second-person Monthly Fee. Each of you will also be responsible for the charge for the meals not covered by the Monthly Fees, charges for physician services, and any additional health services as outlined in Paragraph 3.8.

3.6 Our Right to Reassign Your Residence. Following your permanent relocation (permanent relocation of both of you, if there are two of you) to the Health Center, we shall have the right to reassign your Residence for residency by others. Under such circumstances, you agree to have your property removed from the Residence as of the date you are permanently relocated to the Health Center (provided we give you 30 days' prior written notice of permanent relocation). If your property is not removed from the Residence within 30 days after the date notice is delivered to you of your permanent relocation to the Health Center, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such property remains in the Residence or remove and store such property at the expense and risk of you or your estate. Any such continuing Monthly Fee shall be equal to the amount of your then-current Monthly Fee as adjusted from time to time.

3.7 Return to Residence. If you released your Residence because you relocated to the Health Center, and if later you are able, in the opinion of the Medical Director, to return to a residence, we will provide you a residence of the same type as your prior residence as soon as one becomes available. Upon reoccupying such residence, your Monthly Fee will be based on the then-current charges for such residence as adjusted from time to time.

3.8 Medical Director, Attending Physician, and Additional Health Services. We have designated a member in good standing of the New Haven County Medical Society to act as Medical Director for the Health Center. You are at liberty to engage the services of the Medical Director or the services of any other physician of your choice at your own expense. The Medical Director or another

physician will be on emergency call. We will not be responsible for the charges for medical treatment by the Medical Director or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment. If we incur or advance payment for your treatment or for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment (even though this treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such payments.

3.9 Supplemental Insurance. You are required to maintain Medicare Part A, Medicare Part B, Medicare Part D and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Health Center. If you are not eligible for Medicare Part D or if you choose not to participate in Medicare Part D, you agree to maintain a health insurance policy that provides creditable prescription drug coverage. Such supplemental insurance should cover Medicare co-insurance and deductibles. You will furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you will be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, Medicare Part D, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as described in Paragraph 8.4, and we retain the right to revoke your right to reside at Pomperaug Woods and cancel this Agreement as provided in Section 8.

3.10 Managed Care. If you choose to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, then the terms governing care in the Health Center will be as follows:

3.10.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we agree to accept, as full payment, reimbursement at the rate negotiated with your managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those services. In addition, while receiving services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence, unless you cancel this Agreement. Further, you will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.3 Negotiated Managed Care Rate. If we are not a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept, as full payment, the rate provided by your managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.4 No Negotiated Managed Care Rate. If we are not a participating provider with your managed care program and a negotiated rate is not agreed upon between your managed care program and us, and you desire to receive care in the Health Center during a Medicare-qualified stay, you agree to pay the per diem charge for your care in the Health Center and the Monthly Fee for your Residence. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to care in the Health Center in accordance with the terms of this Agreement other than as set forth in this Paragraph 3.10.

3.11 Under Age 62. If you are under age 62 when you occupy a Residence under this Agreement, you will be entitled to care in the Health Center at the then-current per diem charge being charged to non-residents until you attain the age of 62.

3.12 Alternate Accommodations. You shall be given priority over nonresidents for care in the Health Center. In the event the Health Center is fully occupied, you will be provided care at another health care facility. Upon your relocation, you will continue to be responsible for the charges set forth in this Section 3. You agree to relocate back to the Health Center when accommodations become available.

3.13 Absence from Pomperaug Woods. In the event you are absent from Pomperaug Woods or choose to receive care at another health care facility not designated by us, we will not be responsible for any charges incurred by you.

3.14 Reimbursement of Entrance Fee. If you (or both of you, if there are two of you) are permanently relocated to the Health Center, this does not qualify you for immediate reimbursement of your Entrance Fee. A repayment as set forth in Paragraph 5.5 will be made after you (or both of you, if there are two of you) have died or this Agreement is canceled.

3.15 Health Center Agreement. If you require care in the Health Center, you agree to enter into a separate Health Center Agreement. The Health Center Agreement is available for review.

4. ENTRANCE FEE. You will pay to us an Entrance Fee of \$_____ for one person and an additional \$_____ if there are two of you, for a total Entrance Fee of \$_____, payable as follows:

4.1 Entrance Fee Deposit. At the time you execute this Agreement, you will pay a deposit equal to 10% (\$_____) of the total Entrance Fee to reserve your Residence. Payment of your Entrance Fee deposit will be held in escrow pursuant to Connecticut law.

4.2 Balance of Entrance Fee. You will pay the remaining balance of the Entrance Fee equal to 90% (\$_____) of the Entrance Fee on the earlier of (i) the date you move to Pomperaug Woods; or (ii) within 90 days after the date you execute this Agreement.

5. REIMBURSEMENT OF ENTRANCE FEE.

5.1 Nonacceptance. Except as waived by us after full disclosure, we require that you be at least 62 years of age or residing in the same residence with a resident who is 62 years of age or older, be capable of occupying the Residence with or without reasonable accommodation or reasonable modification as defined in our current Residency Policy, and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations hereunder to meet ordinary and customary living expenses after residency. If we do not accept you for residency, the full amount of the Entrance Fee you have paid will be promptly repaid to you, without interest.

5.2 Right of Rescission Period. If, prior to residency, you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days from the date you execute this Agreement, this Agreement will automatically cancel. In such event, the Entrance Fee you paid will be repaid to you, without interest, within 60 days of notice, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement. Should you occupy the Residence during the rescission period, any money or property transferred to us will be repaid in full within 60 days following rescission, without interest, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period you occupied the Residence, and any nonstandard charges incurred by us at your request as described in any addendum to this Agreement. If you move to Pomperaug Woods and then cancel prior to the expiration of your right of rescission period, you must vacate the Residence within 30 days after we receive your cancellation notice. You are not required to move into the Residence prior to the expiration of your right of rescission.

5.3 Cancellation Prior to Occupancy Due to Change in Condition. If, prior to occupancy, you (or either of you if there are two of you) die, or become unable to occupy your Residence or the Health Center because of illness, injury or incapacity, or you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, this Agreement will automatically cancel. In such event, we will repay to you or to your estate the Entrance Fee or portion thereof (without interest), which you paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in writing in a separate addendum to this Agreement.

5.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraphs 5.1, 5.2 or 5.3. If, prior to occupancy, you give us written notice of cancellation and Paragraphs 5.1, 5.2, or 5.3 do not apply, this Agreement will automatically cancel. In such event, we will repay to you the Entrance Fee or portion thereof (without interest), which you have paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain a service fee charge of 2% of the total Entrance Fee, and any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement.

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor) and upon the reoccupancy of your Residence and our receipt of the then-current total Entrance Fee paid by a new

resident for your Residence, we will repay to you or to your estate, without interest, an amount equal to _____% of your Entrance Fee, not to exceed \$_____. Such repayment amount will be paid within 30 days following reoccupancy of your Residence by a new resident (or within 30 days following cancellation if your Residence has been previously reoccupied), without interest, and shall be further reduced and offset by the following:

5.5.1 Unreimbursed Health Care Expenses. The amount of unreimbursed health care expenses incurred by us for your care during the time you live in the Health Center;

5.5.2 Monthly Fees. The amount of any Monthly Fees or other sums owed by you to us under this Agreement;

5.5.3 Other Sums. The amount of any other sums incurred by us pursuant to your specific request and set forth in a separate addendum; and

5.5.4 Deferred Monthly Fee or Other Sums. The amount of any Monthly Fees or other sums deferred by us on your behalf under Paragraph 8.4.

6. MONTHLY FEE.

You will pay a Monthly Fee, which covers the services and amenities listed under Section 1. In addition, you will pay Extra Charges for the additional services and amenities requested by you listed under Section 2.

6.1 Payment of Monthly Fee. You will pay the Monthly Fee for your first month of occupancy, or a pro-rated portion thereof, commencing on the earlier of (i) 90 days following the date you execute this Agreement; or (ii) on the date of occupancy. Thereafter, your Monthly Fee is payable in advance on the first day of each month. The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. The Monthly Fee is subject to periodic increases and may be adjusted upon 60 days' written notice by our Board of Directors in its sole discretion, as necessary to provide for the support and financial needs of operating the Community (or without notice if such change in the Monthly Fee is required by local, state or federal laws or regulations). We utilize bequests or contributions, if any, and the income therefrom, for the benefit of the Community in order to minimize the Monthly Fee, consistent with sound economic principles of operation.

6.3 Use of Monthly Fee. The Monthly Fee is used by us only for purposes related to Pomperaug Woods. The amount of the Monthly Fee is intended to provide for the services and amenities outlined in Section 1 and to provide for all other financial requirements of operating the Community. The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the Community's support and financial security.

6.4 Cancellation of Monthly Fee. The Monthly Fee for your Residence cancels as provided in Section 7 or 8. Except as otherwise provided in Section 7 or 8, you will pay the Monthly Fee until removal of your property from the Residence by you, your representative, or us.

6.5 Monthly Fee and the Health Center. If you reside alone and you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the weighted average first person Monthly Fee. If there are two of you and one of you is permanently relocated to the Health Center, no change will be made in your Monthly Fee. If both of you are permanently relocated to the Health Center, your Monthly Fee will be the weighted average first person Monthly Fee and the second person Monthly Fee.

6.6 Adjustment of Monthly Fee Due to Absence. In the event of your absence from the Community, your Monthly Fee will not be adjusted.

6.7 Late Payment. We permit a 60 day grace period before the imposition of a late payment charge for failure to pay the Monthly Fee or any Extra Charges when due. We will charge a late payment charge at the rate of 1.5% per month on total delinquent amounts due. Late payment charges are not compounded and are not included in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. We will waive the 1.5% late payment charge if payment is delayed due to slow processing by your insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Paragraph 8.1 of this Agreement.

6.8 Monthly Statement. You will receive a monthly statement from us outlining the Monthly Fee and any Extra Charges incurred by you.

7. YOUR CANCELLATION RIGHTS.

7.1 Prior to Occupancy. Your cancellation rights prior to moving to Pomperaug Woods are described in Paragraphs 5.2, 5.3, and 5.4 of this Agreement.

7.2 After Occupancy. After occupancy at Pomperaug Woods, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (or both of you, if there are two of you). In such event, this Agreement cancels at the end of the notice period. You will pay the Monthly Fee until the later of (i) the expiration of such 120 days, or (ii) your vacancy of your Residence or the Health Center, as applicable, and removal of all of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so. You may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5. If you give us notice of cancellation, the notice may not be revoked by you without our written consent.

Upon your death (if there are two of you, the death of the survivor), this Agreement automatically cancels. Your estate will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor), or (ii) your vacancy of the Residence or the Health Center, as applicable, and removal of all your personal property. Your estate or family will only be responsible for payment of the Monthly Fee for a period not to exceed 15 days following the date of your death as long as all of your property is removed from the Residence or the Health Center, as applicable. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of your estate, but we are not obligated to do so. Your estate may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

8. OUR CANCELLATION RIGHTS.

8.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause shall exist if:

8.1.1 Noncompliance. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended or developed by us;

8.1.2 Nonpayment. Except as set forth in Paragraph 8.4, nonpayment of fees or charges;

8.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others, including your refusal to consent to relocation, or which would result in physical damage to our property or the property of others;

8.1.4 Change in Condition. There is a major change in your physical or mental condition and your condition cannot be cared for in the Health Center within the limits of our license; or

8.1.5 Misrepresentations. You materially misrepresent your financial condition, your health, and/or your medical history during your application for residency, or any of the warranties contained in Paragraph 10.1 were incorrect at either the time they were made or the time you became a resident of Pomperaug Woods.

8.2 Notice of Cancellation. Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have such time as is stated in the notice (but no less than 30 days after the date of such notice) to correct the problem. If the problem is corrected within such time, this Agreement shall remain in effect. If we determine the problem is not corrected, this Agreement will be canceled by us and you must leave the Community within 14 days after we notify you of our cancellation. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the later of (i) 14 days after we notify you of our cancellation or (ii) the removal of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

8.3 Emergency Cancellation. Should your residency at the Community pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described in Paragraph 8.2 above might be detrimental to you or other residents, then such notice and/or waiting period will not be required. Under such circumstances, we are expressly authorized to transfer you to an appropriate hospital or other facility, and we will promptly notify your family or representative and your attending physician. After transfer, we will provide you with a notice of cancellation if you are unable to return to your Residence or to the Health Center. If there are two of you under this Agreement and one of you transfers to a hospital or other appropriate facility under the circumstances described in this Paragraph, the other Resident may continue to reside in the Residence or the Health Center under the terms of this Agreement. We are not responsible for any charges related to such transfer or relocation. This Agreement cancels 30 days following notice, unless your condition improves and you subsequently return to your Residence or to the Health Center. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the removal of your property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

8.4 Financial Difficulty. If, after you have paid the Entrance Fee, you encounter financial difficulties making it impossible for you to pay the full Monthly Fee and Extra Charges, then:

8.4.1 Benefits. You may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned; and

8.4.2 Terms of Stay. Because it is and shall continue to be our policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Fee or Extra Charges, you will be able to remain at the Community at a reduced Monthly Fee or with reduced Extra Charges. Any reduction in the Monthly Fee or Extra Charges will be based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis. This provision will not apply if you impair your ability to meet your financial obligations hereunder by transfer of assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, Medicare Part D, and/or supplemental insurance coverage. In determining whether you establish facts to justify deferral of your Monthly Fee or Extra Charges, we will consider factors, such as and including but not limited to, whether you submitted a correct Confidential Data Application, whether you made gifts of your property after the date of this Agreement which impaired your ability to meet your financial obligations, and whether you have breached any of your promises or representations to us. If you qualify for a reduced Monthly Fee or reduced Extra Charges, you agree to enter into a special Amendment to Residency Agreement with us at the time of such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including the repayment of your Entrance Fee, will be offset against any deferred charges.

8.5 Reimbursement of Entrance Fee. If we cancel this Agreement as provided in this Section 8, you may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

9.1 Use of the Residence. Your Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and only grants you the

lifetime use of the Residence, use of the site amenities, and access to available services, subject to the terms and conditions of this Agreement.

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appropriate facilities. Community staff will not accompany a resident to the hospital or other care facility.

9.3 Occupants of the Residence. Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, said person shall pay the then-current second person Entrance Fee and the then-current second person Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Paragraph 7.2.

9.4 Changes in Residence. Should it be necessary to make modifications to your Residence or to other areas of the Community to meet the requirements of any applicable law or regulation, and such modifications require you to temporarily vacate your Residence, we will provide alternate accommodations for you, within or outside the Community, without additional charge to you, for any period during which your Residence is not habitable.

9.5 Furnishings. Furnishings within the Residence will not be provided by us except as stated in Section 1. Furnishings provided by you shall not interfere with your health or safety, or the health or safety of other residents or others.

9.6 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or that of other residents. If emergency relocation is recommended by the Medical Director

or your attending physician, we will request that you relocate to another residence or to the Health Center (or to a hospital or other care facility if we cannot provide the care you need in the Health Center) for the protection of your health or safety or for the health or safety of the other residents of the Community. Community staff will not accompany a resident to the hospital or other care facility.

9.7 Alterations by You. You may not make any alterations to your Residence without our prior written approval. We reserve the right, upon release of the Residence because you moved to the Health Center, or upon cancellation of this Agreement for any reason, to require that any alterations made by you be removed, and that the Residence be restored to its original condition at your expense. If you fail to do so, we may remove any such alterations, restore the Residence to its original condition, and withhold the charges of any such restoration from any Entrance Fee repayment due to you or your estate.

9.8 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by us. Any refurbishment costs beyond those which are customary and normal will be paid by you.

9.9 Guests. No one other than you shall have a right of occupancy in the Residence without the written consent of the Executive Director, unless otherwise permitted pursuant to policies established by us. The intent of the policies shall be to permit stays of short duration by your guests where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

9.10 Disposition of Personal Property. If you or your estate have not removed your property from the Residence in accordance with the terms of this Agreement, we may store your property at the expense and risk of you or your estate, but we are not obligated to do so.

10. REPRESENTATIONS.

10.1 Your Representations. You represent and warrant to us the following:

10.1.1 You are at least 62 years of age or applying for residency with a person who is 62 or older.

10.1.2 You are capable of occupying a residence with or without reasonable accommodation or modification as defined in our current Residency Policy.

10.1.3 You have assets and income which are sufficient under foreseeable circumstances and after provisions for payment of your obligations under this Agreement, to meet ordinary and customary living expenses after assuming occupancy at Pomperaug Woods.

10.1.4 All facts stated by you in your application for residency are true and complete.

10.1.5 You have not made any gift of your property in contemplation of executing this Agreement.

10.2 Our Representations. We represent and warrant to you that we are a not-for-profit corporation. We are not affiliated with any religious or other charitable organization.

11. PROMISES.

11.1 Our Promises. We promise the following:

11.1.1 To not cancel this Agreement without just cause as specified in Paragraph 8.1;

11.1.2 To operate as a charitable organization;

11.1.3 To not cancel your residency solely by reason of your financial inability to pay the total Monthly Fee or Extra Charges as specified in Paragraph 8.4 above; and

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

11.2.1 To comply with all of our published operating procedures, covenants, rules, regulations, and policies now existing or later amended or developed by us;

11.2.2 To pay the Entrance Fee, Monthly Fee, and any Extra Charges provided for by this Agreement;

11.2.3 To provide within 60 days after you occupy the Residence for the disposition of your personal property located at the Community, and to make funeral and burial arrangements at your expense;

11.2.4 To not voluntarily take any action which could impair your ability to meet your financial obligations to us under this Agreement without our consent; and

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

12.1.1 This Agreement or your rights under it (including the use of the Residence) may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees or representatives, except as to receipt of the amounts described in Section 5;

12.1.2 This Agreement and your contractual right to occupy the Residence shall exist and continue to exist during your lifetime unless canceled pursuant to Section 7 or 8 or until your permanent transfer to the Health Center;

12.1.3 This Agreement grants you the right to occupy and use space at the Community, but does not give you exclusive possession of the Residence against us, and you have no entitlement to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law;

12.1.4 This Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and

12.1.5 This Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

12.2 Release. We are not responsible for loss of or damage to your property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees. You hereby release us from any such liability. You

may want to obtain insurance at your expense to protect against such losses. You will also be responsible for your individual tax obligations.

12.3 Transfers. If financially beneficial to us, the Community (or land upon which it is located) may be sold and leased back or assigned and leased back, but no such transaction would in any way alter our contractual obligations to you.

12.4 Indemnity. We shall not be liable for, and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

12.5 Reimbursement for Loss or Damage. You or your representative, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional careless, or negligent acts or omissions or that of your guests.

12.6 Subordination. You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Pomperaug Woods, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

12.7 Amendments. This Agreement may be modified by us at any time in order to comply with future laws and regulations or changes in current laws and regulations applicable to this Agreement, or upon mutual agreement between the parties. No amendment or modification of this Agreement will be valid unless in writing and executed by you and us.

12.8 Governing Law. This Agreement will be governed, interpreted, and construed according to the laws of the State of Connecticut.

12.9 Separability. The invalidity or unenforceability of any part of this Agreement will not impair or affect in any way the validity or enforceability of the rest of this Agreement.

12.10 Resident. When there are two of you, the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires.

12.11 Capacity. We are organized under the general non-profit corporation law of the State of Connecticut. This Agreement has been executed by our duly authorized agent, and no officer, director, agent or employee shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

12.12 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.13 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy of your Residence a Durable Power of Attorney, trust document, or other documentation naming a responsible party for business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of Pomperaug Woods.

12.14 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax consequences associated with this Agreement, as more fully explained in our Disclosure Statement.

12.15 Nonwaiver. If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions. Your obligations with respect to such future performances shall continue in full force and effect.

12.16 Reimbursement of Costs. You agree to reimburse us for any costs we incur to collect any unpaid amounts you owe to us under this Agreement.

12.17 Arbitration. You agree that any dispute, claim or controversy of any kind between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New Haven County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and

conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of Pomperaug Woods, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Initials

Initials

12.18 Private Employees of Resident. If you need additional services, you can obtain those services from a private employee, an independent contractor, or through an agency. In such instances, we strongly advise you to obtain services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers and ensure that your private employee, independent contractor, or person you engage through an agency complies with our personal service provider policy and rules of conduct set forth therein. If you fail to follow or enforce the policy and rules of conduct, we may elect, at our sole option, to cancel this Agreement.

12.19 Notices. Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive Director of Pomperaug Woods at 80 Heritage Road, Southbury, CT 06488. Such notices shall be dated and signed.

Any notice required to be given to you will be delivered to you at your Residence unless you have provided a different address to us in writing.

12.20 Survival of Representations and Obligations. Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed to us, and your agreement to indemnify us as set forth in Paragraph 12.4, and our representations and obligations under this Agreement,

will survive any cancellation of your residency, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

12.21 Resident Rights. As a Resident, you have certain rights under the Connecticut continuing care law (see Conn. Gen. Stat. §17b-520 *et. seq.*), a copy of which is available upon request. You also have certain additional rights because we are registered with the Department of Public Health as a managed residential community. A copy of the Managed Residential Community Residents' Bill of Rights is attached hereto as Attachment C.

12.22 Compliance with Laws and Regulations. We will comply with all applicable Municipal, State, and Federal laws and regulations regarding consumer protection and protection from financial exploitation.

12.23 Complaint Resolution Process. We have established a complaint resolution process for residents and families, which is attached hereto as Attachment D. Residents and families may use the complaint resolution process without fear of reprisal of any kind.

13. RESIDENT HANDBOOK. We have adopted certain rules, policies and guidelines in order to promote the health, safety and welfare of its residents. This information can be found in the Resident Handbook, a copy of which is provided to each resident upon residency at Pomperaug Woods. We may revise the Resident Handbook from time to time and copies of any revisions are provided to the residents. Upon receipt of the Resident Handbook, you agree to execute an Acknowledgement form, a copy of which is attached hereto as Attachment E. Your executed Acknowledgement form will be placed in your resident file.

14. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS. You hereby certify that you received a copy of this Agreement and a copy of our latest disclosure statement before the date hereof, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement.

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

- A – List of Resident Health Services
- B – List of Extra Charges
- C – Managed Residential Community Residents' Bill of Rights
- D – Complaint Resolution Process
- E – Acknowledgement of Receipt of Resident Handbook



03/26/13

PW ROC Life Care (03-26-13) clean

ATTACHMENT A



Pomperaug Woods' Resident Health Services Assistance-In-Living Program

At Pomperaug Woods we offer you the opportunity to “bridge the gap” between total independence and the need for assistance with the activities of daily living and/or nursing care in a place you feel the most comfortable – your own home. Through our Assistance-in-Living program, you remain in your Residence with services designed especially for you.

Eligibility for Services

Any resident whose condition is classified as ***chronic and stable*** may receive Assistance-in-Living Services through the Resident Health Services Department. These services may include assistance with the activities of daily living and/or nursing services in order to maximize the resident’s level of independent living.

General Assistance-in-Living Services

- Grooming
- Skin Care
- Toileting
- Transfers
- Medication reminders
- Assistance in Dressing
- Bathing & Hygiene
- Nursing Assessment/Visits
- Medication Set-ups/Pre-pours
- Injections
- Wound Care/Dressing Changes

Allowable Units

Residents who are eligible **may receive up to ten 15-minute blocks (2 ½ hours) of service time per month at no charge.** These blocks cannot be put together or carried over from one month to another. **Services provided in excess of this limit will be billed at the then-current rate in 15-minute intervals.**

Services Provided at No Charge

- Transport within Pomperaug Woods
- Emergency calls
- Blood pressure and weight checks
- Health education
- Coordination of care
- Support/Counseling
- Coordination of Medical Equipment
- Referrals to other agencies
- Education on Treatment and Procedures

Daily Office Hours 8am-8pm

RN on duty 8am-4pm

Aide on duty 8am-8pm

Phone 262-6555

Question and Answers

Q: What happens if I am not “chronic and stable?”

A: Resident Services staff will discuss with you and your primary physician your situation and make suggestions for you to either receive services in your Residence through a Home Care Agency of your choice or possible admission to the Health Center. Services provided by a Home Care Agency are done so at your expense.

Q: Does Medicare pay for anything?

A: In the event you are not “Chronic and Stable” and you remain in your Residence, you may be eligible for some Medicare services. A Home Care Agency nurse would be called to assess you to make that determination. Services provided in excess of Medicare's allowable time is at the resident's expense.

Q: May I receive Hospice in my Residence?

A: Yes. You may receive Hospice services in your Residence if you are eligible.

Q: What happens if I need more than the 10 15-minute blocks of time or need several hours of help a week?

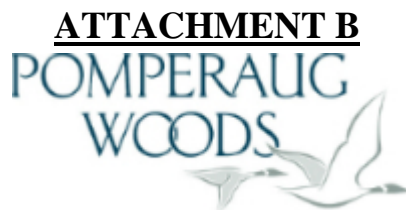
A: Assistance-in-Living Services provided in the Residence in excess of the ten 15-minute blocks of time included in the Monthly Fee each month will be billed to the resident at the then-current rate. Subject to availability and as determined in our sole discretion on a case-by-case basis at the time such services are required, a resident who requires more than limited residential health services may be offered the option to release his or her current residence and transfer to an assisted living residence to receive those services. Residents who transfer to an assisted living residence will execute an Addendum to the Residency Agreement setting out the terms of the transfer, and will pay applicable fees and Extra Charges for assisted living services.

Daily Office Hours 8am-8pm

RN on duty 8am-4pm

Aide on duty 8am-8pm

Phone 262-6555



Pomperaug Woods Ancillary Charges
October 1, 2014 to September 30, 2015

Food and Beverage

Additional resident meal	\$17.35 each
Guest meal each	\$19.35 each + tax
Resident meal trade-in	\$ 2.00 each
Meal absence credit per 30 days	\$134.00

Guest Services

Guest room per day	\$93.00 + tax
Cot rental per day	\$10.00 + tax

Carports

Annual fee	\$370.00 year
Monthly fee	\$35.00 month

Health Center

Semi-Private room (non-Life Care)	\$431.00 per day
Private room (non-Life Care)	\$491.00 per day
Private room (Life Care)	\$60.00 per day
Extra Meals (Life Care)	\$34.70 per day

Housekeeping

Personal laundry	\$17.50 per load
Extra housekeeping services	\$17.00 per load

Assistance-in-living

Apartment nursing services	\$75.00 hr./\$18.75 per 15 min.
Apartment aide services	\$8.00 per 15 min.
Companion Services (min. of 1 hour)	\$18.00 hr.
Social Program	\$55 per day/\$35 per ½ day
Night Check Program (max. 4 visits a night)	\$16 per night

Transportation – car service

Local fee	\$13.50 hr. (1 hour min)
Long distance	\$18.40 hr. (1 hour min)

Assisted Living

Assisted Living Fee	\$1,241.00 per month
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ATTACHMENT B

Initial ALSA Admission Fee	\$150.00
120 day ALSA review (regulatory requirement)	\$75.00

Fees are subject to adjustment



**MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS**

You have the right to:

- Live in a clean, safe and habitable private residential unit (the "Residence");
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your Residence, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your Residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your Residence, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policies, procedures and services to our Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the

Department of Public Health or the Office of the Long-Term Care Ombudsman;

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

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

Department of Public Health
Faculty Licensing and Investigations
410 Capitol Ave., P.O. Box 340308
MS#12HSR
Hartford, CT 06134-0308

Information/General: Loan Nguyen
Supervising Nurse Consultant (860) 509-7400

Complaints: Donna Ortelle, R.N., M.S.N.
Public Health Services Manager (860) 509-7407
Nancy Shaffer, State Long Term Care
Ombudsman Office of the Long Term Care
Ombudsman
25 Sigourney Street
Hartford, CT 06106
(866) 388-1888 or (860) 424-5200

Amber Hilyard, Regional Ombudsman
Long-Term Care Ombudsman Program
249 Thomaston Avenue
Waterbury, CT 06702
(203) 597-4181
1-866-388-1888

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients' Bill of Rights.

Please sign below to acknowledge that we have provided you with a copy of the Managed Residential Community Residents' Bill of Rights and explained them to you.

Date

Resident

Resident's Representative

Relationship to Resident



**POMPERAUG WOODS
COMPLAINT RESOLUTION PROCESS**

Policy:

Residents are free to communicate grievances to the staff of Pomperaug Woods without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at Pomperaug Woods, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Below are the procedures for a Resident or his/her representative to follow in order to file a grievance with Pomperaug Woods. We reserve the right to change these procedures in order to better accommodate our Residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five business days and provide the Resident or his/her representative with a time frame for an appropriate response.
4. If the grievance remains unresolved for 30 days after initial submission, the Department Director will address the grievance with the Executive Director.

5. The Executive Director will address, in writing, the grievance within 10 business days.
6. If the grievance remains unresolved for 60 days after the initial submission, the Executive Director will address the grievance with the Board of Directors of Pomperaug Woods and with the Management Company's Vice President.
7. The Board of Directors of Pomperaug Woods and the Management Company's Vice President will address the grievance within 10 business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the Administration office.



Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the Pomperaug Woods Resident Handbook dated _____, 20____, which contains certain rules, policies, and guidelines in order to promote the health, safety and welfare of the residents of Pomperaug Woods.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT C-2

**TRADITIONAL PLAN RESIDENCY AGREEMENT
(Life Care)**



Pomperaug Woods
Southbury, Connecticut

Traditional
Residency Agreement
(Life Care)

03/26/13

TABLE OF CONTENTS

GLOSSARY.....	iv
1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.....	2
2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.....	3
3. THE POMPERAUG WOODS HEALTH CENTER	4
3.1 Accommodations in the Health Center	4
3.2 Temporary Relocation to the Health Center	4
3.3 Permanent Relocation to the Health Center When There is One of You	4
3.4 One Permanently Relocated to the Health Center When There Are Two of You	5
3.5 Both Permanently Relocated to the Health Center When There Are Two of You	5
3.6 Our Right to Reassign Your Residence	5
3.7 Return to Residence.....	5
3.8 Medical Director, Attending Physician, and Additional Health Services.....	5
3.9 Supplemental Insurance	6
3.10 Managed Care.....	6
3.11 Under Age 62	7
3.12 Alternate Accommodations.....	7
3.13 Absence from Pomperaug Woods.....	8
3.14 Reimbursement of Entrance Fee	8
3.15 Health Center Agreement.....	8
4. ENTRANCE FEE.....	8
4.1 Entrance Fee Deposit.....	8
4.2 Balance of Entrance Fee.....	8
5. REIMBURSEMENT OF ENTRANCE FEE	8
5.1 Nonacceptance.....	8
5.2 Right of Rescission Period	9
5.3 Cancellation Prior to Occupancy Due to Change in Condition	9
5.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraphs 5.1, 5.2 or 5.3.....	9
5.5 Cancellation After Occupancy	9

6.	MONTHLY FEE	10
6.1	Payment of Monthly Fee	10
6.2	Monthly Fee Changes.....	10
6.3	Use of Monthly Fee.....	11
6.4	Cancellation of Monthly Fee.....	11
6.5	Monthly Fee and the Health Center	11
6.6	Adjustment of Monthly Fee Due to Absence.....	11
6.7	Late Payment.....	11
6.8	Monthly Statement	12
7.	YOUR CANCELLATION RIGHTS	12
7.1	Prior to Occupancy.....	12
7.2	After Occupancy.....	12
8.	OUR CANCELLATION RIGHTS	12
8.1	Just Cause.....	12
8.2	Notice of Cancellation.....	13
8.3	Emergency Cancellation	13
8.4	Financial Difficulty	14
8.5	Reimbursement of Entrance Fee	15
9.	MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE	15
9.1	Use of the Residence	15
9.2	Duration of Your Right to Occupy the Residence	15
9.3	Occupants of the Residence	15
9.4	Changes in Residence.....	15
9.5	Furnishings	16
9.6	Emergency Entry and Relocation.....	16
9.7	Alterations by You	16
9.8	Refurbishment	16
9.9	Guests	16
9.10	Disposition of Personal Property.....	16
10.	REPRESENTATIONS	17
10.1	Your Representations	17
10.2	Our Representations	17
11.	PROMISES.....	17
11.1	Our Promises	17
11.2	Your Promises	18

12.	MISCELLANEOUS LEGAL PROVISIONS	18
12.1	Nature of Rights	18
12.2	Release.....	19
12.3	Transfers	19
12.4	Indemnity.....	19
12.5	Reimbursement for Loss or Damage.....	19
12.6	Subordination	19
12.7	Amendments.....	19
12.8	Governing Law.....	19
12.9	Separability.....	20
12.10	Resident	20
12.11	Capacity	20
12.12	Entire Agreement	20
12.13	Responsible Party.....	20
12.14	Tax Considerations.....	20
12.15	Nonwaiver	20
12.16	Reimbursement of Costs	20
12.17	Arbitration	21
12.18	Private Employees of Resident	21
12.19	Notices.....	21
12.20	Survival of Representations and Obligations.....	22
12.21	Resident Rights.....	22
12.22	Compliance with Laws and Regulations.....	22
12.23	Complaint Resolution Process	22
13.	RESIDENT HANDBOOK	22
14.	ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS.....	23

Attachment A – List of Resident Health Services

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

"Agreement" refers to this Residency Agreement between the Resident and Pomperaug Woods, Inc., which delineates the contractual obligations of Pomperaug Woods, Inc. to the Resident for services and amenities provided by Pomperaug Woods.

"Assistance-in-Living Services" refers to the services available under the Resident Health Services' Assistance-in-Living Program for providing assistance with activities of daily living and/or nursing care to a resident, as set forth in Attachment A of this Agreement.

"Health Center" refers to the portion of Pomperaug Woods, which is licensed to provide skilled nursing care as identified in Section 3 of this Agreement.

"Entrance Fee" refers to the fee paid to Pomperaug Woods, Inc. pursuant to Section 4 of this Agreement.

"Extra Charges" refers to the extra charges payable in consideration for the additional services and amenities set forth in Section 2 of this Agreement.

"Managed Residential Community" refers to a community registered with the Connecticut Department of Public Health in order to offer certain resident health services provided by a licensed assisted living services agency to residents. Pomperaug Woods is registered as a managed residential community.

"Medical Director" refers to a member in good standing of the New Haven County Medical Society, designated by us as the physician of the Health Center, who is available for emergency calls and consults with the Pomperaug Woods staff on medical issues.

"Monthly Fee" refers to that fee payable in consideration for the services and amenities provided to all residents, as set forth in Section 1 of this Agreement. The Monthly Fee includes a second person fee if there are two Residents.

"Occupancy" refers to the earlier of the date you move to Pomperaug Woods or pay the balance of the Entrance Fee.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

"Personal Service Provider Policy" refers to the policy established by Pomperaug Woods, which sets forth the guidelines of conduct which must be followed by any Personal Service Provider providing services to residents of Pomperaug Woods.

"Pomperaug Woods" or "Community" refers to the life care senior living community located in Southbury, Connecticut, including the residences, the Health Center, the common areas, and site amenities.

"Pomperaug Woods, Inc." or "we" or "our" or "us" refers to the owner of the life care senior living community known as Pomperaug Woods, including the residences, the Health Center, the common areas, and the site amenities associated with these areas. Pomperaug Woods, Inc. is a Connecticut not-for-profit corporation.

"Residence" refers to the residence identified in the introductory paragraph of this Agreement, which you are entitled to occupy in exchange for paying the Entrance Fee and the Monthly Fee.

"Residency Policy" refers to that policy developed by Pomperaug Woods, Inc., which outlines the requirements for initial residency at Pomperaug Woods.

"Resident" or "you" refers to the resident or residents who execute this Agreement. Sometimes a second resident (if there are two of you) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.



Pomperaug Woods

Traditional Residency Agreement

This Residency Agreement ("Agreement") is entered into by Pomperaug Woods, Inc. ("we," "us," or "our") and _____ (individually or collectively, "you," "your," or "Resident"). Pomperaug Woods (the "Community") is a life care senior living community owned and operated by us, and located at 80 Heritage Road; Southbury, CT 06488.

We will provide residential housing for people 62 or older, along with a wide array of services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number: _____

Residence Style: _____

As a Resident, you are offered lifetime use of your Residence, Assistance-in-Living Services, and long-term nursing care in our Health Center, all in accordance with the terms of this Agreement.

To be accepted for residency, you must meet our residency criteria, which includes: having reached the age of 62 (or applying for residency with another person who is 62 or older); financial guidelines; and the ability to occupy a residence, with or without reasonable accommodation or reasonable modification.

The purpose of this Agreement is to set forth your rights and duties as a Resident of Pomperaug Woods and to delineate the services and amenities to be provided.

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

For as long as you occupy the Residence, we will furnish the following services and amenities, which are included in the Monthly Fee:

- 1.1** One full meal per day in our dining venues;
- 1.2** Special diet and tray service to be provided upon order of the Medical Director or Director of Nursing Service;
- 1.3** Air conditioning, heating, electricity, water, and trash disposal;
- 1.4** Maintenance of buildings and grounds;
- 1.5** On-site security personnel;
- 1.6** Weekly housekeeping;
- 1.7** Weekly laundry of flat linens;
- 1.8** Washer and dryer (in many residences, but not in all), and availability of laundry facilities;
- 1.9** Planned events -- social, cultural, educational, spiritual, and recreational – for those who wish to participate (a list of activities is available at the front desk);
- 1.10** One parking space per Resident provided you have a car and a valid operator's license;
- 1.11** Refrigerator, range, microwave, garbage disposal and dishwasher, except that there will be no dishwasher in a one-bedroom studio residence;
- 1.12** Scheduled local transportation (listed on the monthly calendar located at the front desk);
- 1.13** Local telephone service;
- 1.14** Emergency call system and emergency nursing services;
- 1.15** Use of site amenities;

1.16 Emergency calls by the Medical Director when summoned by designated Health Center staff;

1.17 Appropriate nursing services (including personal care) in semiprivate accommodations in the Health Center, as outlined in Section 3; and

1.18 Assistance-in-Living Services in your Residence, for a limited period of time as determined on a case-by-case basis at the time such services are required, in our sole discretion, as set forth in Attachment A.

2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.

At your request and for as long as you occupy the Residence, we will also make available to you the following additional services and amenities at the then prevailing rates of Extra Charge:

2.1 Extended Assistance-in-Living Services (as determined on a case-by-case basis at the time such service is required, in our sole discretion) beyond those provided pursuant to Paragraph 1.18;

2.2 Personal laundry;

2.3 One or two additional meals per day in our dining venues;

2.4 Carports, when available;

2.5 Guest dining;

2.6 Guest accommodations, when available;

2.7 Special events transportation;

2.8 Additional housekeeping;

2.9 If and when you stay at the Health Center, two extra meals per day;

2.10 Certain other services, as available from time to time, such as Medical Director services, medicine, drugs, prescribed therapy, nursing supplies, and other miscellaneous supplies and services associated with medical treatment;

2.11 Other optional services related or unrelated to care in the Health Center as approved by us; and

2.12 Private accommodations in the Health Center, if available.

A list of current Extra Charges for these additional services and amenities is attached to this Agreement as Attachment B. These Extra Charges are subject to change at our discretion. A list of the most current Extra Charges can be obtained from the Health Center Social Services/Admissions Director.

3. THE POMPERAUG WOODS HEALTH CENTER.

3.1 Accommodations in the Health Center. If, in the opinion of your attending physician or the Medical Director, after consultation with you (to the extent possible), your family or your responsible party, you require nursing care, you will be requested to relocate to the Health Center (either temporarily or permanently). Nursing care will be provided in semiprivate accommodations, unless either (i) only private accommodations are available; or (ii) private accommodations are medically necessary. If private accommodations are not medically necessary and semiprivate accommodations are available, you may still choose to occupy private accommodations (if available) as long as you agree to pay the difference between the charges for private and semiprivate accommodations. This applies regardless of whether you are in the Health Center or another health center on an interim basis. At our sole discretion, if private accommodations in which you are residing are needed for semi-private use, you agree to reside in semi-private accommodations until private accommodations are once again available (unless private accommodations are medically necessary).

3.2 Temporary Relocation to the Health Center. If you (both of you if there are two of you) are temporarily relocated to the Health Center, you will continue to pay your Monthly Fee (first and second person) for your Residence, plus the charges for the meals not covered by the Monthly Fee, charges for physician services, and any additional health services as described in Paragraph 3.8.

3.3 Permanent Relocation to the Health Center When There is One of You. If there is one of you and you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the weighted average first-person Monthly Fee. You will also be responsible for the charge for the meals not covered by the Monthly Fee, charges for physician services, and any additional health services as outlined in Paragraph 3.8.

3.4 One Permanently Relocated to the Health Center When There Are Two of You. If there are two of you and one of you is permanently relocated to the Health Center, the Resident in the Health Center will continue to pay the second-person Monthly Fee for the Residence, plus the charges for the meals not covered by the Monthly Fee, charges for physician services, and any additional health services as outlined in Paragraph 3.8. The Resident who remains in the Residence will continue to pay the first person Monthly Fee for the Residence.

3.5 Both Permanently Relocated to the Health Center When There Are Two of You. If both of you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the weighted average first-person Monthly Fee and the second-person Monthly Fee. Each of you will also be responsible for the charge for the meals not covered by the Monthly Fees, charges for physician services, and any additional health services as outlined in Paragraph 3.8.

3.6 Our Right to Reassign Your Residence. Following your permanent relocation (permanent relocation of both of you, if there are two of you) to the Health Center, we shall have the right to reassign your Residence for residency by others. Under such circumstances, you agree to have your property removed from the Residence as of the date you are permanently relocated to the Health Center (provided we give you 30 days' prior written notice of permanent relocation). If your property is not removed from the Residence within 30 days after the date notice is delivered to you of your permanent relocation to the Health Center, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such property remains in the Residence or remove and store such property at the expense and risk of you or your estate. Any such continuing Monthly Fee shall be equal to the amount of your then-current Monthly Fee as adjusted from time to time.

3.7 Return to Residence. If you released your Residence because you relocated to the Health Center, and if later you are able, in the opinion of the Medical Director, to return to a residence, we will provide you a residence of the same type as your prior residence as soon as one becomes available. Upon reoccupying such residence, your Monthly Fee will be based on the then-current charges for such residence as adjusted from time to time.

3.8 Medical Director, Attending Physician, and Additional Health Services. We have designated a member in good standing of the New Haven County Medical Society to act as Medical Director for the Health Center. You are at liberty to engage the services of the Medical Director or the services of any other physician of your choice at your own expense. The Medical Director or another

physician will be on emergency call. We will not be responsible for the charges for medical treatment by the Medical Director or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment. If we incur or advance payment for your treatment or for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment (even though this treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such payments.

3.9 Supplemental Insurance. You are required to maintain Medicare Part A, Medicare Part B, Medicare Part D and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Health Center. If you are not eligible for Medicare Part D or if you choose not to participate in Medicare Part D, you agree to maintain a health insurance policy that provides creditable prescription drug coverage. Such supplemental insurance should cover Medicare co-insurance and deductibles. You will furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you will be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, Medicare Part D, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as described in Paragraph 8.4, and we retain the right to revoke your right to reside at Pomperaug Woods and cancel this Agreement as provided in Section 8.

3.10 Managed Care. If you choose to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, then the terms governing care in the Health Center will be as follows:

3.10.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we agree to accept, as full payment, reimbursement at the rate negotiated with your managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those services. In addition, while receiving services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence, unless you cancel this Agreement. Further, you will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.3 Negotiated Managed Care Rate. If we are not a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept, as full payment, the rate provided by your managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.4 No Negotiated Managed Care Rate. If we are not a participating provider with your managed care program and a negotiated rate is not agreed upon between your managed care program and us, and you desire to receive care in the Health Center during a Medicare-qualified stay, you agree to pay the per diem charge for your care in the Health Center and the Monthly Fee for your Residence. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to care in the Health Center in accordance with the terms of this Agreement other than as set forth in this Paragraph 3.10.

3.11 Under Age 62. If you are under age 62 when you occupy a Residence under this Agreement, you will be entitled to care in the Health Center at the then-current per diem charge being charged to non-residents until you attain the age of 62.

3.12 Alternate Accommodations. You shall be given priority over nonresidents for care in the Health Center. In the event the Health Center is fully occupied, you will be provided care at another health care facility. Upon your relocation, you will continue to be responsible for the charges set forth in this Section 3. You agree to relocate back to the Health Center when accommodations become available.

3.13 Absence from Pomperaug Woods. In the event you are absent from Pomperaug Woods or choose to receive care at another health care facility not designated by us, we will not be responsible for any charges incurred by you.

3.14 Reimbursement of Entrance Fee. If you (or both of you, if there are two of you) are permanently relocated to the Health Center, this does not qualify you for immediate reimbursement of your Entrance Fee. A repayment as set forth in Paragraph 5.5 will be made after you (or both of you, if there are two of you) have died or this Agreement is canceled.

3.15 Health Center Agreement. If you require care in the Health Center, you agree to enter into a separate Health Center Agreement. The Health Center Agreement is available for review.

4. ENTRANCE FEE. You will pay to us an Entrance Fee of \$_____ for one person and an additional \$_____ if there are two of you, for a total Entrance Fee of \$_____, payable as follows:

4.1 Entrance Fee Deposit. At the time you execute this Agreement, you will pay a deposit equal to 10% (\$_____) of the total Entrance Fee to reserve your Residence. Payment of your Entrance Fee deposit will be held in escrow pursuant to Connecticut law.

4.2 Balance of Entrance Fee. You will pay the remaining balance of the Entrance Fee equal to 90% (\$_____) of the Entrance Fee on the earlier of (i) the date you move to Pomperaug Woods; or (ii) within 90 days after the date you execute this Agreement.

5. REIMBURSEMENT OF ENTRANCE FEE.

5.1 Nonacceptance. Except as waived by us after full disclosure, we require that you be at least 62 years of age or residing in the same residence with a resident who is 62 years of age or older, be capable of occupying the Residence with or without reasonable accommodation or reasonable modification as defined in our current Residency Policy, and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations hereunder to meet ordinary and customary living expenses after residency. If we do not accept you for residency, the full amount of the Entrance Fee you have paid will be promptly repaid to you, without interest.

5.2 Right of Rescission Period. If, prior to residency, you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days from the date you execute this Agreement, this Agreement will automatically cancel. In such event, the Entrance Fee you paid will be repaid to you, without interest, within 60 days of notice, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement. Should you occupy the Residence during the rescission period, any money or property transferred to us will be repaid in full within 60 days following rescission, without interest, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period you occupied the Residence, and any nonstandard charges incurred by us at your request as described in any addendum to this Agreement. If you move to Pomperaug Woods and then cancel prior to the expiration of your right of rescission period, you must vacate the Residence within 30 days after we receive your cancellation notice. You are not required to move into the Residence prior to the expiration of your right of rescission.

5.3 Cancellation Prior to Occupancy Due to Change in Condition. If, prior to occupancy, you (or either of you if there are two of you) die, or become unable to occupy your Residence or the Health Center because of illness, injury or incapacity, or you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, this Agreement will automatically cancel. In such event, we will repay to you or to your estate the Entrance Fee or portion thereof (without interest), which you paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in writing in a separate addendum to this Agreement.

5.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraphs 5.1, 5.2 or 5.3. If, prior to occupancy, you give us written notice of cancellation and Paragraphs 5.1, 5.2, or 5.3 do not apply, this Agreement will automatically cancel. In such event, we will repay to you the Entrance Fee or portion thereof (without interest), which you have paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain a service fee charge of 2% of the total Entrance Fee, and any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement.

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor) and upon the reoccupancy of your Residence and our receipt of the then-current Entrance Fee paid by a new resident

for your Residence, we will repay to you or to your estate, without interest, an amount equal to the Entrance Fee previously paid by you, less the following:

5.5.1 During First Five Months. If this Agreement is canceled during the first five months following the date of your occupancy, we shall retain from your repayment an amount equal to 10% of your Entrance Fee;

5.5.2 After First Five Months. If this Agreement is canceled after the first five months following the date of your occupancy, we shall retain from your refund an amount equal to 2% of your Entrance Fee for each month of occupancy; this means that if you reside at Pomperaug Woods for 50 months or more, your Entrance Fee refund declines to zero;

5.5.3 Unreimbursed Health Care Expenses. The amount of unreimbursed health care expenses incurred by us for your care during the time you live in the Health Center;

5.5.4 Monthly Fees. The amount of any Monthly Fees or other sums owed by you to us under this Agreement;

5.5.5 Other Sums. The amount of any other sums incurred by us pursuant to your specific request and set forth in a separate addendum; and

5.5.6 Deferred Monthly Fees or Other Sums. The amount of any Monthly Fees or other sums deferred by us on your behalf under Paragraph 8.4.

6. MONTHLY FEE.

You will pay a Monthly Fee, which covers the services and amenities listed under Section 1. In addition, you will pay Extra Charges for the additional services and amenities requested by you listed under Section 2.

6.1 Payment of Monthly Fee. You will pay the Monthly Fee for your first month of occupancy, or a pro-rated portion thereof, commencing on the earlier of (i) 90 days following the date you execute this Agreement; or (ii) on the date of occupancy. Thereafter, your Monthly Fee is payable in advance on the first day of each month. The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. The Monthly Fee is subject to periodic increases and may be adjusted upon 60 days' written notice by the Board of

Directors, in its sole discretion, as necessary to provide for the support and financial needs of operating the Community (or without notice if such change in the Monthly Fee is required by local, state or federal laws or regulations). We utilize bequests or contributions, if any, and the income therefrom, for the benefit of the Community in order to minimize the Monthly Fee, consistent with sound economic principles of operation.

6.3 Use of Monthly Fee. The Monthly Fee is used by us only for purposes related to Pomperaug Woods. The amount of the Monthly Fee is intended to provide for the services and amenities outlined in Section 1 and to provide for all other financial requirements of operating the Community. The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the Community's support and financial security.

6.4 Cancellation of Monthly Fee. The Monthly Fee for your Residence cancels as provided in Section 7 or 8. Except as otherwise provided in Section 7 or 8, you will pay the Monthly Fee until removal of your property from the Residence by you, your representative, or us.

6.5 Monthly Fee and the Health Center. If you reside alone and you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the weighted average first person Monthly Fee. If there are two of you and one of you is permanently relocated to the Health Center, no change will be made in your Monthly Fee. If both of you are permanently relocated to the Health Center, your Monthly Fee will be the weighted average first person Monthly Fee and the second person Monthly Fee.

6.6 Adjustment of Monthly Fee Due to Absence. In the event of your absence from the Community, your Monthly Fee will not be adjusted.

6.7 Late Payment. We permit a 60 day grace period before the imposition of a late payment charge for failure to pay the Monthly Fee or any Extra Charges when due. We will charge a late payment charge at the rate of 1.5% per month on total delinquent amounts due. Late payment charges are not compounded and are not included in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. We will waive the 1.5% late payment charge if payment is delayed due to slow processing by your insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Paragraph 8.1 of this Agreement.

6.8 Monthly Statement. You will receive a monthly statement from us outlining the Monthly Fee and any Extra Charges incurred by you.

7. YOUR CANCELLATION RIGHTS.

7.1 Prior to Occupancy. Your cancellation rights prior to moving to Pomperaug Woods are described in Paragraphs 5.2, 5.3, and 5.4 of this Agreement.

7.2 After Occupancy. After occupancy at Pomperaug Woods, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (or both of you, if there are two of you). In such event, this Agreement cancels at the end of the notice period. You will pay the Monthly Fee until the later of (i) the expiration of such 120 days, or (ii) your vacancy of your Residence or the Health Center, if applicable, and removal of all of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so. You may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5. If you give us notice of cancellation, the notice may not be revoked by you without our written consent.

Upon your death (if there are two of you, the death of the survivor), this Agreement automatically cancels. Your estate will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor), or (ii) your vacancy of the Residence or the Health Center, as applicable, and removal of all your personal property. Your estate or family will only be responsible for payment of the Monthly Fee for a period not to exceed fifteen (15) days following the date of your death as long as all of your property is removed from the Residence or the Health Center, as applicable. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of your estate, but we are not obligated to do so. Your estate may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

8. OUR CANCELLATION RIGHTS.

8.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause shall exist if:

8.1.1 Noncompliance. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended or developed by us;

8.1.2 Nonpayment. Except as set forth in Paragraph 8.4, nonpayment of fees or charges;

8.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others, including your refusal to consent to relocation, or which would result in physical damage to our property or the property of others;

8.1.4 Change in Condition. There is a major change in your physical or mental condition and your condition cannot be cared for in the Health Center within the limits of our license; or

8.1.5 Misrepresentations. You materially misrepresent your financial condition, your health, and/or your medical history during your application for residency, or any of the warranties contained in Paragraph 10.1 were incorrect at either the time they were made or the time you became a resident of Pomperaug Woods.

8.2 Notice of Cancellation. Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have such time as is stated in the notice (but no less than 30 days after the date of such notice) to correct the problem. If the problem is corrected within such time, this Agreement shall remain in effect. If we determine the problem is not corrected, this Agreement will be canceled by us and you must leave the Community within 14 days after we notify you of our cancellation. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the later of (i) 14 days after we notify you of our cancellation or (ii) the removal of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

8.3 Emergency Cancellation. Should your residency at the Community pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described in Paragraph 8.2 above might be detrimental to you or other residents, then such notice and/or waiting period will not be required. Under such circumstances, we are expressly authorized to transfer you to an appropriate hospital or other facility, and we will promptly notify your family or representative and your attending physician. After transfer, we will provide you with a notice of cancellation if you are unable to return to your Residence or to the Health Center. If there are two of you under this Agreement and one of you transfers to a hospital or other appropriate facility under the circumstances described in this Paragraph, the other

Resident may continue to reside in the Residence or the Health Center under the terms of this Agreement. We are not responsible for any charges related to such transfer or relocation. This Agreement cancels 30 days following notice, unless your condition improves and you subsequently return to your Residence or to the Health Center. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the removal of your property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

8.4 Financial Difficulty. If, after you have paid the Entrance Fee, you encounter financial difficulties making it impossible for you to pay the full Monthly Fee and Extra Charges, then:

8.4.1 Benefits. You may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned; and

8.4.2 Terms of Stay. Because it is and shall continue to be our policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Fee or Extra Charges, you will be able to remain at the Community at a reduced Monthly Fee or with reduced Extra Charges. Any reduction in the Monthly Fee or Extra Charges will be based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis. This provision will not apply if you impair your ability to meet your financial obligations hereunder by transfer of assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, Medicare Part D, and/or supplemental insurance coverage. In determining whether you establish facts to justify deferral of your Monthly Fee or Extra Charges, we will consider factors, such as and including but not limited to, whether you submitted a correct Confidential Data Application, whether you made gifts of your property after the date of this Agreement which impaired your ability to meet your financial obligations, and whether you have breached any of your promises or representations to us. If you qualify for a reduced Monthly Fee or reduced Extra Charges, you agree to enter into a special Amendment to Residency Agreement with us at the time of such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including the repayment of your Entrance Fee, will be offset against any deferred charges.

8.5 Reimbursement of Entrance Fee. If we cancel this Agreement as provided in this Section 8, you may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

9.1 Use of the Residence. Your Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and only grants you the lifetime use of the Residence, use of the site amenities, and access to available services, subject to the terms and conditions of this Agreement.

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appropriate facilities. Community staff will not accompany a resident to the hospital or other care facility.

9.3 Occupants of the Residence. Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, said person shall pay the then-current second person Entrance Fee and the then-current second person Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Paragraph 7.2.

9.4 Changes in Residence. Should it be necessary to make modifications to your Residence or to other areas of the Community to meet the requirements of any applicable law or regulation, and such modifications require you to temporarily vacate your Residence, we will provide alternate accommodations for

you, within or outside the Community, without additional charge to you, for any period during which your Residence is not habitable.

9.5 Furnishings. Furnishings within the Residence will not be provided by us except as stated in Section 1. Furnishings provided by you shall not interfere with your health or safety, or the health or safety of other residents or others.

9.6 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or that of other residents. If emergency relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence or to the Health Center (or to a hospital or other care facility if we cannot provide the care you need in the Health Center) for the protection of your health or safety or for the health or safety of the other residents of the Community. Community staff will not accompany a resident to the hospital or other care facility.

9.7 Alterations by You. You may not make any alterations to your Residence without our prior written approval. We reserve the right, upon release of the Residence because you moved to the Health Center, or upon cancellation of this Agreement for any reason, to require that any alterations made by you be removed, and that the Residence be restored to its original condition at your expense. If you fail to do so, we may remove any such alterations, restore the Residence to its original condition, and withhold the charges of any such restoration from any Entrance Fee repayment due to you or your estate.

9.8 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by us. Any refurbishment costs beyond those which are customary and normal will be paid by you.

9.9 Guests. No one other than you shall have a right of occupancy in the Residence without the written consent of the Executive Director, unless otherwise permitted pursuant to policies established by us. The intent of the policies shall be to permit stays of short duration by your guests where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

9.10 Disposition of Personal Property. If you or your estate have not removed your property from the Residence in accordance with the terms of this Agreement, we may store your property at the expense and risk of you or your estate, but we are not obligated to do so.

10. REPRESENTATIONS.

10.1 Your Representations. You represent and warrant to us the following:

10.1.1 You are at least 62 years of age or applying for residency with a person who is 62 or older.

10.1.2 You are capable of occupying a residence with or without reasonable accommodation or modification as defined in our current Residency Policy.

10.1.3 You have assets and income which are sufficient under foreseeable circumstances and after provisions for payment of your obligations under this Agreement, to meet ordinary and customary living expenses after assuming occupancy at Pomperaug Woods.

10.1.4 All facts stated by you in your application for residency are true and complete.

10.1.5 You have not made any gift of your property in contemplation of executing this Agreement.

10.2 Our Representations. We represent and warrant to you that we are a not-for-profit corporation. We are not affiliated with any religious or other charitable organization.

11. PROMISES.

11.1 Our Promises. We promise the following:

11.1.1 To not cancel this Agreement without just cause as specified in Paragraph 8.1;

11.1.2 To operate as a charitable organization;

11.1.3 To not cancel your residency solely by reason of your financial inability to pay the total Monthly Fee or Extra Charges as specified in Paragraph 8.4 above; and

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

11.2.1 To comply with all of our published operating procedures, covenants, rules, regulations, and policies now existing or later amended or developed by us;

11.2.2 To pay the Entrance Fee, Monthly Fee, and any Extra Charges provided for by this Agreement;

11.2.3 To provide within 60 days after you occupy the Residence for the disposition of your personal property located at the Community, and to make funeral and burial arrangements at your expense;

11.2.4 To not voluntarily take any action which could impair your ability to meet your financial obligations to us under this Agreement without our consent; and

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

12.1.1 This Agreement or your rights under it (including the use of the Residence) may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees or representatives, except as to receipt of the amounts described in Section 5;

12.1.2 This Agreement and your contractual right to occupy the Residence shall exist and continue to exist during your lifetime unless canceled pursuant to Section 7 or 8 or until your permanent transfer to the Health Center;

12.1.3 This Agreement grants you the right to occupy and use space at the Community, but does not give you exclusive possession of the Residence against us, and you have no entitlement to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law;

12.1.4 This Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and

12.1.5 This Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

12.2 Release. We are not responsible for loss of or damage to your property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees. You hereby release us from any such liability. You may want to obtain insurance at your expense to protect against such losses. You will also be responsible for your individual tax obligations.

12.3 Transfers. If financially beneficial to us, the Community (or land upon which it is located) may be sold and leased back or assigned and leased back, but no such transaction would in any way alter our contractual obligations to you.

12.4 Indemnity. We shall not be liable for, and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

12.5 Reimbursement for Loss or Damage. You or your representative, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional careless, or negligent acts or omissions or that of your guests.

12.6 Subordination. You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Pomperaug Woods, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

12.7 Amendments. This Agreement may be modified by us at any time in order to comply with future laws and regulations or changes in current laws and regulations applicable to this Agreement, or upon mutual agreement between the parties. No amendment or modification of this Agreement will be valid unless in writing and executed by you and us.

12.8 Governing Law. This Agreement will be governed, interpreted, and construed according to the laws of the State of Connecticut.

12.9 Separability. The invalidity or unenforceability of any part of this Agreement will not impair or affect in any way the validity or enforceability of the rest of this Agreement.

12.10 Resident. When there are two of you, the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires.

12.11 Capacity. We are organized under the general non-profit corporation law of the State of Connecticut. This Agreement has been executed by our duly authorized agent, and no officer, director, agent or employee shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

12.12 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.13 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy of your Residence a Durable Power of Attorney, trust document, or other documentation naming a responsible party for business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of Pomperaug Woods.

12.14 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax consequences associated with this Agreement, as more fully explained in our Disclosure Statement.

12.15 Nonwaiver. If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions. Your obligations with respect to such future performances shall continue in full force and effect.

12.16 Reimbursement of Costs. You agree to reimburse us for any costs we incur to collect any unpaid amounts you owe to us under this Agreement.

12.17 Arbitration. You agree that any dispute, claim or controversy of any kind between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New Haven County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of Pomperaug Woods, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Initials

Initials

12.18 Private Employees of Resident. If you need additional services, you can obtain those services from a private employee, an independent contractor, or through an agency. In such instances, we strongly advise you to obtain services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers and ensure that your private employee, independent contractor, or person you engage through an agency complies with our personal service provider policy and rules of conduct set forth therein. If you fail to follow or enforce the policy and rules of conduct, we may elect, at our sole option, to cancel this Agreement.

12.19 Notices. Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the Executive

Director of Pomperaug Woods at 80 Heritage Road, Southbury, CT 06488. Such notices shall be dated and signed.

Any notice required to be given to you will be delivered to you at your Residence unless you have provided a different address to us in writing.

12.20 Survival of Representations and Obligations. Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed to us, and your agreement to indemnify us as set forth in Paragraph 12.4, and our representations and obligations under this Agreement, will survive any cancellation of your residency, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

12.21 Resident Rights. As a Resident, you have certain rights under the Connecticut continuing care law (see Conn. Gen. Stat. §17b-520 *et. seq.*), a copy of which is available upon request. You also have certain additional rights because we are registered with the Department of Public Health as a managed residential community. A copy of the Managed Residential Community Residents' Bill of Rights is attached hereto as Attachment C.

12.22 Compliance with Laws and Regulations. We will comply with all applicable Municipal, State, and Federal laws and regulations regarding consumer protection and protection from financial exploitation.

12.23 Complaint Resolution Process. We have established a complaint resolution process for residents and families, which is attached hereto as Attachment D. Residents and families may use the complaint resolution process without fear of reprisal of any kind.

13. RESIDENT HANDBOOK. We have adopted certain rules, policies and guidelines in order to promote the health, safety and welfare of its residents. This information can be found in the Resident Handbook, a copy of which is provided to each resident upon residency at Pomperaug Woods. We may revise the Resident Handbook from time to time and copies of any revisions are provided to the residents. Upon receipt of the Resident Handbook, you agree to execute an Acknowledgement form, a copy of which is attached hereto as Attachment E. Your executed Acknowledgement form will be placed in your resident file.

14. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS. You hereby certify that you received a copy of this Agreement and a copy of our latest disclosure statement before the date hereof, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement.

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

- A – List of Resident Health Services
- B – List of Extra Charges
- C – Managed Residential Community Residents' Bill of Rights
- D – Complaint Resolution Process
- E – Acknowledgement of Receipt of Resident Handbook



03/26/13

PW Trad Life Care (03-26-13) clean

ATTACHMENT A



Pomperaug Woods' Resident Health Services Assistance-In-Living Program

At Pomperaug Woods we offer you the opportunity to “bridge the gap” between total independence and the need for assistance with the activities of daily living and/or nursing care in a place you feel the most comfortable – your own home. Through our Assistance-in-Living program, you remain in your Residence with services designed especially for you.

Eligibility for Services

Any resident whose condition is classified as ***chronic and stable*** may receive Assistance-in-Living Services through the Resident Health Services Department. These services may include assistance with the activities of daily living and/or nursing services in order to maximize the resident’s level of independent living.

General Assistance-in-Living Services

- Grooming
- Skin Care
- Toileting
- Transfers
- Medication reminders
- Assistance in Dressing
- Bathing & Hygiene
- Nursing Assessment/Visits
- Medication Set-ups/Pre-pours
- Injections
- Wound Care/Dressing Changes

Allowable Units

Residents who are eligible **may receive up to ten 15-minute blocks (2 ½ hours) of service time per month at no charge.** These blocks cannot be put together or carried over from one month to another. **Services provided in excess of this limit will be billed at the then-current rate in 15-minute intervals.**

Services Provided at No Charge

- Transport within Pomperaug Woods
- Emergency calls
- Blood pressure and weight checks
- Health education
- Coordination of care
- Support/Counseling
- Coordination of Medical Equipment
- Referrals to other agencies
- Education on Treatment and Procedures

Daily Office Hours 8am-8pm

RN on duty 8am-4pm
Phone 262-6555

Aide on duty 8am-8pm

Question and Answers

Q: What happens if I am not “chronic and stable?”

A: Resident Services staff will discuss with you and your primary physician your situation and make suggestions for you to either receive services in your Residence through a Home Care Agency of your choice or possible admission to the Health Center. Services provided by a Home Care Agency are done so at your expense.

Q: Does Medicare pay for anything?

A: In the event you are not “Chronic and Stable” and you remain in your Residence, you may be eligible for some Medicare services. A Home Care Agency nurse would be called to assess you to make that determination. Services provided in excess of Medicare's allowable time is at the resident's expense.

Q: May I receive Hospice in my Residence?

A: Yes. You may receive Hospice services in your Residence if you are eligible.

Q: What happens if I need more than the 10 15-minute blocks of time or need several hours of help a week?

A: Assistance-in-Living Services provided in the Residence in excess of the ten 15-minute blocks of time included in the Monthly Fee each month will be billed to the resident at the then-current rate. Subject to availability and as determined in our sole discretion on a case-by-case basis at the time such services are required, a resident who requires more than limited residential health services may be offered the option to release his or her current residence and transfer to an assisted living residence to receive those services. Residents who transfer to an assisted living residence will execute an Addendum to the Residency Agreement setting out the terms of the transfer, and will pay applicable fees and Extra Charges for assisted living services.

Daily Office Hours 8am-8pm

RN on duty 8am-4pm

Aide on duty 8am-8pm

Phone 262-6555



Pomperaug Woods Ancillary Charges
October 1, 2014 to September 30, 2015

Food and Beverage

Additional resident meal	\$17.35 each
Guest meal each	\$19.35 each + tax
Resident meal trade-in	\$ 2.00 each
Meal absence credit per 30 days	\$134.00

Guest Services

Guest room per day	\$93.00 + tax
Cot rental per day	\$10.00 + tax

Carports

Annual fee	\$370.00 year
Monthly fee	\$35.00 month

Health Center

Semi-Private room (non-Life Care)	\$431.00 per day
Private room (non-Life Care)	\$491.00 per day
Private room (Life Care)	\$60.00 per day
Extra Meals (Life Care)	\$34.70 per day

Housekeeping

Personal laundry	\$17.50 per load
Extra housekeeping services	\$17.00 per load

Assistance-in-living

Apartment nursing services	\$75.00 hr./\$18.75 per 15 min.
Apartment aide services	\$8.00 per 15 min.
Companion Services (min. of 1 hour)	\$18.00 hr.
Social Program	\$55 per day/\$35 per ½ day
Night Check Program (max. 4 visits a night)	\$16 per night

Transportation – car service

Local fee	\$13.50 hr. (1 hour min)
Long distance	\$18.40 hr. (1 hour min)

Assisted Living

Assisted Living Fee	\$1,241.00 per month
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ATTACHMENT B

Initial ALSA Admission Fee	\$150.00
120 day ALSA review (regulatory requirement)	\$75.00

Fees are subject to adjustment



**MANAGED RESIDENTIAL COMMUNITY
RESIDENTS' BILL OF RIGHTS**

You have the right to:

- Live in a clean, safe and habitable private residential unit (the "Residence");
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your Residence, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your Residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your Residence, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policies, procedures and services to our Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the

Department of Public Health or the Office of the Long-Term Care Ombudsman;

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

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

Department of Public Health
Faculty Licensing and Investigations
410 Capitol Ave., P.O. Box 340308
MS#12HSR
Hartford, CT 06134-0308

Information/General: Loan Nguyen
Supervising Nurse Consultant (860) 509-7400

Complaints: Donna Ortelle, R.N., M.S.N.
Public Health Services Manager (860) 509-7400
Nancy Shaffer, State Long Term Care Ombudsman
Office of the Long Term Care Ombudsman
25 Sigourney Street
Hartford, CT 06106
(866) 388-1888 or (860) 424-5200

Amber Hilyard, Regional Ombudsman
Long-Term Care Ombudsman
Program 249 Thomaston Avenue
Waterbury, CT 06702
(203) 597-4181
1-866-388-1888

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients' Bill of Rights.

Please sign below to acknowledge that we have provided you with a copy of the Managed Residential Community Residents' Bill of Rights and explained them to you.

Date

Resident

Resident's Representative

Relationship to Resident



**POMPERAUG WOODS
COMPLAINT RESOLUTION PROCESS**

Policy:

Residents are free to communicate grievances to the staff of Pomperaug Woods without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at Pomperaug Woods, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Below are the procedures for a Resident or his/her representative to follow in order to file a grievance with Pomperaug Woods. We reserve the right to change these procedures in order to better accommodate our Residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five business days and provide the Resident or his/her representative with a time frame for an appropriate response.
4. If the grievance remains unresolved for 30 days after initial submission, the Department Director will address the grievance with the Executive Director.

5. The Executive Director will address, in writing, the grievance within 10 business days.
6. If the grievance remains unresolved for 60 days after the initial submission, the Executive Director will address the grievance with the Board of Directors of Pomperaug Woods and with the Management Company's Vice President.
7. The Board of Directors of Pomperaug Woods and the Management Company's Vice President will address the grievance within 10 business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the Administration office.



POMPERAUG WOODS

Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the Pomperaug Woods Resident Handbook dated _____, 20____, which contains certain rules, policies, and guidelines in order to promote the health, safety and welfare of the residents of Pomperaug Woods.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT C-3

**RETURN OF CAPITAL™ RESIDENCY AGREEMENT
(Fee-for-Service)**



Pomperaug Woods
Southbury, Connecticut

Return of Capital™
Residency Agreement
(Fee-for-Service)

03/26/13

TABLE OF CONTENTS

GLOSSARY.....	iv
1. <u>SERVICES AND AMENITIES PROVIDED TO RESIDENTS</u>	2
2. <u>ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE</u>	3
3. <u>THE POMPERAUG WOODS HEALTH CENTER</u>	4
3.1 <u>Accommodations in the Health Center</u>	4
3.2 <u>Temporary Relocation to the Health Center</u>	4
3.3 <u>Permanent Relocation to the Health Center When There is One of You</u>	4
3.4 <u>One Permanently Relocated to the Health Center When There Are Two of You</u>	5
3.5 <u>Both Permanently Relocated to the Health Center When There Are Two of You</u>	5
3.6 <u>Our Right to Reassign Your Residence</u>	5
3.7 <u>Return to Residence</u>	5
3.8 <u>Medical Director, Attending Physician, and Additional Health Services</u>	5
3.9 <u>Supplemental Insurance</u>	6
3.10 <u>Managed Care</u>	6
3.11 <u>Alternate Accommodations</u>	7
3.12 <u>Absence from Pomperaug Woods</u>	8
3.13 <u>Reimbursement of Entrance Fee</u>	8
3.14 <u>Health Center Agreement</u>	8
4. <u>ENTRANCE FEE</u>	8
4.1 <u>Entrance Fee Deposit</u>	8
4.2 <u>Balance of Entrance Fee</u>	8
5. <u>REIMBURSEMENT OF ENTRANCE FEE</u>	8
5.1 <u>Nonacceptance</u>	8
5.2 <u>Right of Rescission Period</u>	9
5.3 <u>Cancellation Prior to Occupancy Due to Change in Condition</u>	9
5.4 <u>Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraphs 5.1, 5.2 or 5.3</u>	9
5.5 <u>Cancellation After Occupancy</u>	9
6. <u>MONTHLY FEE</u>	10
6.1 <u>Payment of Monthly Fee</u>	10

6.2	<u>Monthly Fee Changes</u>	10
6.3	<u>Use of Monthly Fee</u>	11
6.4	<u>Cancellation of Monthly Fee</u>	11
6.5	<u>Monthly Fee and the Health Center</u>	11
6.6	<u>Adjustment of Monthly Fee Due to Absence</u>	11
6.7	<u>Late Payment</u>	11
6.8	<u>Monthly Statement</u>	11
7.	<u>YOUR CANCELLATION RIGHTS</u>	12
7.1	<u>Prior to Occupancy</u>	12
7.2	<u>After Occupancy</u>	12
8.	<u>OUR CANCELLATION RIGHTS</u>	12
8.1	<u>Just Cause</u>	12
8.2	<u>Notice of Cancellation</u>	13
8.3	<u>Emergency Cancellation</u>	13
8.4	<u>Financial Difficulty</u>	14
8.5	<u>Reimbursement of Entrance Fee</u>	14
9.	<u>MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE</u>	15
9.1	<u>Use of the Residence</u>	15
9.2	<u>Duration of Your Right to Occupy the Residence</u>	15
9.3	<u>Occupants of the Residence</u>	15
9.4	<u>Changes in Residence</u>	15
9.5	<u>Furnishings</u>	16
9.6	<u>Emergency Entry and Relocation</u>	16
9.7	<u>Alterations by You</u>	16
9.8	<u>Refurbishment</u>	16
9.9	<u>Guests</u>	16
9.10	<u>Disposition of Personal Property</u>	16
10.	<u>REPRESENTATIONS</u>	17
10.1	<u>Your Representations</u>	17
10.2	<u>Our Representations</u>	17
11.	<u>PROMISES</u>	17
11.1	<u>Our Promises</u>	17
11.2	<u>Your Promises</u>	18
12.	<u>MISCELLANEOUS LEGAL PROVISIONS</u>	18
12.1	<u>Nature of Rights</u>	18
12.2	<u>Release</u>	19

12.3	<u>Transfers</u>	19
12.4	<u>Indemnity</u>	19
12.5	<u>Reimbursement for Loss or Damage</u>	19
12.6	<u>Subordination</u>	19
12.7	<u>Amendments</u>	19
12.8	<u>Governing Law</u>	19
12.9	<u>Separability</u>	20
12.10	<u>Resident</u>	20
12.11	<u>Capacity</u>	20
12.12	<u>Entire Agreement</u>	20
12.13	<u>Responsible Party</u>	20
12.14	<u>Tax Considerations</u>	20
12.15	<u>Nonwaiver</u>	20
12.16	<u>Reimbursement of Costs</u>	20
12.17	<u>Arbitration</u>	21
12.18	<u>Private Employees of Resident</u>	21
12.19	<u>Notices</u>	21
12.20	<u>Survival of Representations and Obligations</u>	22
12.21	<u>Resident Rights</u>	22
12.22	<u>Compliance with Laws and Regulations</u>	22
12.23	<u>Complaint Resolution Process</u>	22
13.	<u>RESIDENT HANDBOOK</u>	22
14.	<u>ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS</u>	23

Attachment A – List of Resident Health Services

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

"Agreement" refers to this Residency Agreement between the Resident and Pomperaug Woods, Inc., which delineates the contractual obligations of Pomperaug Woods, Inc. to the Resident for services and amenities provided by Pomperaug Woods.

"Assistance-in-Living Services" refers to the services available under the Resident Health Services' Assistance-in-Living Program for providing assistance with activities of daily living and/or nursing care to a resident, as set forth in Attachment A of this Agreement.

"Health Center" refers to the portion of Pomperaug Woods, which is licensed to provide skilled nursing care as identified in Section 3 of this Agreement.

"Entrance Fee" refers to the fee paid to Pomperaug Woods, Inc. pursuant to Section 4 of this Agreement.

"Extra Charges" refers to the extra charges payable in consideration for the additional services and amenities set forth in Section 2 of this Agreement.

"Managed Residential Community" refers to a community registered with the Connecticut Department of Public Health in order to offer certain resident health services provided by a licensed assisted living services agency to residents. Pomperaug Woods is registered as a managed residential community.

"Medical Director" refers to a member in good standing of the New Haven County Medical Society, designated by us as the physician of the Health Center, who is available for emergency calls and consults with the Pomperaug Woods staff on medical issues.

"Monthly Fee" refers to that fee payable in consideration for the services and amenities provided to residents, as set forth in Section 1 of this Agreement. The Monthly Fee includes a second person fee if there are two Residents.

"Occupancy" refers to the earlier of the date you move to Pomperaug Woods or pay the balance of the Entrance Fee.

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

"Personal Service Provider Policy" refers to the policy established by Pomperaug Woods, which sets forth the guidelines of conduct which must be followed by any Personal Service Provider providing services to residents of Pomperaug Woods.

"Pomperaug Woods" or "Community" refers to the life care senior living community located in Southbury, Connecticut, including the residences, the Health Center, the common areas, and site amenities.

"Pomperaug Woods, Inc." or "we" or "our" or "us" refers to the owner of the life care senior living community known as Pomperaug Woods, including the residences, the Health Center, the common areas, and the site amenities associated with these areas. Pomperaug Woods, Inc. is a Connecticut not-for-profit corporation.

"Residence" refers to the residence identified in the introductory paragraph of this Agreement, which you are entitled to occupy in exchange for paying the Entrance Fee and the Monthly Fee.

"Residency Policy" refers to that policy developed by Pomperaug Woods, Inc., which outlines the requirements for initial residency at Pomperaug Woods.

"Resident" or "you" refers to the resident or residents who execute this Agreement. Sometimes a second resident (if there are two of you) is referred to in the Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.



Pomperaug Woods

Return of Capital™ Residency Agreement (Fee-for-Service)

This Residency Agreement ("Agreement") is entered into by Pomperaug Woods, Inc. ("we," "us," or "our") and _____ (individually or collectively, "you," "your," or "Resident"). Pomperaug Woods (the "Community") is a life care senior living community owned and operated by us, and located at 80 Heritage Road; Southbury, CT 06488.

We will provide residential housing for people 62 or older, along with a wide array of services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number: _____

Residence Style: _____

As a Resident, you are offered lifetime use of your Residence, Assistance-in-Living Services, and long-term nursing care in our Health Center, all in accordance with the terms of this Agreement.

To be accepted for residency, you must meet our residency criteria, which includes: having reached the age of 62 (or applying for residency with another person who is 62 or older); financial guidelines; and the ability to occupy a residence, with or without reasonable accommodation or reasonable modification.

The purpose of this Agreement is to set forth your rights and duties as a Resident of Pomperaug Woods and to delineate the services and amenities to be provided.

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

For as long as you occupy the Residence, we will furnish the following services and amenities, which are included in the Monthly Fee:

- 1.1** One (1) full meal per day in our dining venues;
- 1.2** Special diet and tray service to be provided upon order of the Medical Director or Director of Nursing Service;
- 1.3** Air conditioning, heating, electricity, water, and trash disposal;
- 1.4** Maintenance of buildings and grounds;
- 1.5** On-site security personnel;
- 1.6** Weekly housekeeping;
- 1.7** Weekly laundry of flat linens;
- 1.8** Washer and dryer (in many residences, but not in all), and availability of laundry facilities;
- 1.9** Planned events -- social, cultural, educational, spiritual, and recreational -- for those who wish to participate (a list of activities is available at the front desk);
- 1.10** One (1) parking space per Resident provided you have a car and a valid operator's license;
- 1.11** Refrigerator, range, microwave, garbage disposal and dishwasher, except that there will be no dishwasher in a one-bedroom studio residence;
- 1.12** Scheduled local transportation (listed on the monthly calendar located at the front desk);
- 1.13** Local telephone service;
- 1.14** Emergency call system and emergency nursing services;
- 1.15** Use of site amenities;

1.16 Emergency calls by the Medical Director when summoned by designated Health Center staff;

1.17 Priority access to nursing services (including personal care) in the Health Center, as outlined in Section 3; and

1.18 Assistance-in-Living Services in your Residence, for a limited period of time as determined on a case-by-case basis at the time such services are required, in our sole discretion, as set forth in Attachment A.

2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.

At your request and for as long as you occupy the Residence, we will also make available to you the following additional services and amenities at the then prevailing rates of Extra Charge:

2.1 Extended Assistance-in-Living Services (as determined on a case-by-case basis at the time such service is required, in our sole discretion) beyond those provided pursuant to Paragraph 1.18;

2.2 Personal laundry;

2.3 One or two additional meals per day in our dining venues;

2.4 Carports, when available;

2.5 Guest dining;

2.6 Guest accommodations, when available;

2.7 Special events transportation;

2.8 Additional housekeeping;

2.9 Certain other services, as available from time to time, such as Medical Director services, medicine, drugs, prescribed therapy, nursing supplies, and other miscellaneous supplies and services associated with medical treatment;

2.10 Other optional services related or unrelated to care in the Health Center as approved by us; and

2.11 Nursing services in either private or semi-private accommodations in the Health Center, if available.

A list of current Extra Charges for these additional services and amenities is attached to this Agreement as Attachment B. These Extra Charges are subject to change at our discretion. A list of the most current Extra Charges can be obtained from the Health Center Social Services/Admissions Director.

3. THE POMPERAUG WOODS HEALTH CENTER.

3.1 Accommodations in the Health Center. We will provide you with priority over nonresidents for admission to our Health Center on a space available basis. If, in the opinion of your attending physician or the Medical Director, after consultation with you (to the extent possible), your family or your responsible party, you require nursing care, you will be requested to relocate to the Health Center (either temporarily or permanently). Nursing care will be provided in semi-private accommodations, unless either (i) only private accommodations are available; or (ii) private accommodations are medically necessary. If private accommodations are not medically necessary and semi-private accommodations are available, you may still choose to occupy private accommodations (if available) as long as you agree to pay the difference between the charges for private and semi-private accommodations. This applies regardless of whether you are in the Health Center or another health center on an interim basis. At our sole discretion, if private accommodations in which you are residing are needed for semi-private use, you agree to reside in semi-private accommodations until private accommodations are once again available (unless private accommodations are medically necessary).

3.2 Temporary Relocation to the Health Center. If you (both of you if there are two of you) are temporarily relocated to the Health Center, you will continue to pay your Monthly Fee (first and second person) for your Residence, plus the per diem charges then in effect for nursing services in the Health Center, charges for physician services and any additional health services as described in Paragraph 3.8.

3.3 Permanent Relocation to the Health Center When There is One of You. If there is one of you and you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the per diem charges then in effect for nursing services in the Health Center. You will also be responsible for the charges for physician services and any additional health services as outlined in Paragraph 3.8.

3.4 One Permanently Relocated to the Health Center When There Are Two of You. If there are two of you and one of you is permanently relocated to the Health Center, the second person Monthly Fee will be adjusted to the per diem charges then in effect for nursing services received by the Resident in the Health Center. The Resident in the Health Center will also be responsible for the charges for physician services and any additional health services as outlined in Paragraph 3.8. The Resident who remains in the Residence will continue to pay the first person Monthly Fee for the Residence.

3.5 Both Permanently Relocated to the Health Center When There Are Two of You. If both of you are permanently relocated to the Health Center, your Monthly Fee (first and second person) will be adjusted to the per diem charges then in effect for nursing services in the Health Center. Each of you will also be responsible for the charges for physician services and any additional health services as outlined in Paragraph 3.8.

3.6 Our Right to Reassign Your Residence. Following your permanent relocation (permanent relocation of both of you, if there are two of you) to the Health Center, we shall have the right to reassign your Residence for residency by others. Under such circumstances, you agree to have your property removed from the Residence as of the date you are permanently relocated to the Health Center (provided we give you 30 days' prior written notice of permanent relocation). If your property is not removed from the Residence within 30 days after the date notice is delivered to you of your permanent relocation to the Health Center, then we may, in our sole discretion, either charge you an additional Monthly Fee for each month thereafter during which such property remains in the Residence or remove and store such property at the expense and risk of you or your estate. Any such continuing Monthly Fee shall be equal to the amount of your then-current Monthly Fee as adjusted from time to time.

3.7 Return to Residence. If you released your Residence because you relocated to the Health Center, and if later you are able, in the opinion of the Medical Director, to return to a residence, we will provide you a residence of the same type as your prior residence as soon as one becomes available. Upon reoccupying such residence, your Monthly Fee will be based on the then-current charges for such residence as adjusted from time to time.

3.8 Medical Director, Attending Physician, and Additional Health Services. We have designated a member in good standing of the New Haven County Medical Society to act as Medical Director for the Health Center. You are at liberty to engage the services of the Medical Director or the services of any other

physician of your choice at your own expense. The Medical Director or another physician will be on emergency call. We will not be responsible for the charges for medical treatment by the Medical Director or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment. If we incur or advance payment for your treatment or for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment (even though this treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such payments.

3.9 Supplemental Insurance. You are required to maintain Medicare Part A, Medicare Part B, Medicare Part D and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Health Center. If you are not eligible for Medicare Part D or if you choose not to participate in Medicare Part D, you agree to maintain a health insurance policy that provides creditable prescription drug coverage. Such supplemental insurance should cover Medicare co-insurance and deductibles. You will furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay in the Health Center, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay in the Health Center, you will be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay in the Health Center. If failure to maintain Medicare Part A, Medicare Part B, Medicare Part D, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as described in Paragraph 8.4, and we retain the right to revoke your right to reside at Pomperaug Woods and cancel this Agreement as provided in Section 8.

3.10 Managed Care. If you choose to participate in a managed care program as an alternative to Medicare Part A, Medicare Part B, and supplemental insurance coverage, then the terms governing care in the Health Center will be as follows:

3.10.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we agree to accept, as full payment, reimbursement at the rate negotiated with your

managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those services. In addition, while receiving services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence, unless you cancel this Agreement. Further, you will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.3 Negotiated Managed Care Rate. If we are not a participating provider with your managed care program and your stay is a Medicare-qualified stay, we will attempt to negotiate an acceptable reimbursement rate with your managed care program. If we are able to negotiate an acceptable rate, we agree to accept, as full payment, the rate provided by your managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.4 No Negotiated Managed Care Rate. If we are not a participating provider with your managed care program and a negotiated rate is not agreed upon between your managed care program and us, and you desire to receive care in the Health Center during a Medicare-qualified stay, you agree to pay the per diem charge for your care in the Health Center and the Monthly Fee for your Residence. You will continue to be responsible for the charges outlined in Paragraph 3.8.

3.10.5 Post Medicare-Qualified Stay. At the conclusion of each such Medicare-qualified stay, you will be entitled to care in the Health Center in accordance with the terms of this Agreement other than as set forth in this Paragraph 3.10.

3.11 Alternate Accommodations. You shall be given priority over nonresidents for care in the Health Center. In the event the Health Center is fully occupied, you will be provided care at another health care facility. Upon your relocation, you will continue to be responsible for the charges set forth in this Section 3. You agree to relocate back to the Health Center when accommodations become available.

3.12 Absence from Pomperaug Woods. In the event you are absent from Pomperaug Woods or choose to receive care at another health care facility not designated by us, we will not be responsible for any charges incurred by you.

3.13 Reimbursement of Entrance Fee. If you (or both of you, if there are two of you) are permanently relocated to the Health Center, this does not qualify you for immediate reimbursement of your Entrance Fee. A repayment as set forth in Paragraph 5.5 will be made after you (or both of you, if there are two of you) have died or this Agreement is canceled.

3.14 Health Center Agreement. If you require care in the Health Center, you agree to enter into a separate Health Center Agreement. The Health Center Agreement is available for review.

4. ENTRANCE FEE. You will pay to us an Entrance Fee of \$_____ for one person and an additional \$_____ if there are two of you, for a total Entrance Fee of \$_____, payable as follows:

4.1 Entrance Fee Deposit. At the time you execute this Agreement, you will pay a deposit equal to 10% (\$_____) of the total Entrance Fee to reserve your Residence. Payment of your Entrance Fee deposit will be held in escrow pursuant to Connecticut law.

4.2 Balance of Entrance Fee. You will pay the remaining balance of the Entrance Fee equal to 90% (\$_____) of the Entrance Fee on the earlier of (i) the date you move to Pomperaug Woods; or (ii) within 90 days after the date you execute this Agreement.

5. REIMBURSEMENT OF ENTRANCE FEE.

5.1 Nonacceptance. Except as waived by us after full disclosure, we require that you be at least 62 years of age or residing in the same residence with a resident who is 62 years of age or older, be capable of occupying the Residence with or without reasonable accommodation or reasonable modification as defined in our current Residency Policy, and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations hereunder to meet ordinary and customary living expenses after residency. If we do not accept you for residency, the full amount of the Entrance Fee you have paid will be promptly repaid to you, without interest.

5.2 Right of Rescission Period. If, prior to residency, you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days from the date you execute this Agreement, this Agreement will automatically cancel. In such event, the Entrance Fee you paid will be repaid to you, without interest, within 60 days of notice, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement. Should you occupy the Residence during the rescission period, any money or property transferred to us will be repaid in full within 60 days following rescission, without interest, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period you occupied the Residence, and any nonstandard charges incurred by us at your request as described in any addendum to this Agreement. If you move to Pomperaug Woods and then cancel prior to the expiration of your right of rescission period, you must vacate the Residence within 30 days after we receive your cancellation notice. You are not required to move into the Residence prior to the expiration of your right of rescission.

5.3 Cancellation Prior to Occupancy Due to Change in Condition. If, prior to occupancy, you (or either of you if there are two of you) die, or become unable to occupy your Residence or the Health Center because of illness, injury or incapacity, or you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, this Agreement will automatically cancel. In such event, we will repay to you or to your estate the Entrance Fee or portion thereof (without interest), which you paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in writing in a separate addendum to this Agreement.

5.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraphs 5.1, 5.2 or 5.3. If, prior to occupancy, you give us written notice of cancellation and Paragraphs 5.1, 5.2, or 5.3 do not apply, this Agreement will automatically cancel. In such event, we will repay to you the Entrance Fee or portion thereof (without interest), which you have paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain a service fee charge of 2% of the total Entrance Fee, and any nonstandard charges incurred by us at your request and as described in any addendum to this Agreement.

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor) and upon the reoccupancy of your Residence and our receipt of the then-current total Entrance Fee paid by a new

resident of your Residence, we will repay to you or to your estate, without interest, an amount equal to ___% of your Entrance Fee, not to exceed \$_____. Such repayment amount will be paid within 30 days following reoccupancy of your Residence by a new resident (or within 30 days following cancellation if your Residence has been previously reoccupied), without interest, and shall be further reduced and offset by the following:

5.5.1 Unreimbursed Health Care Expenses. The amount of unreimbursed health care expenses incurred by us for your care during the time you live in the Health Center;

5.5.2 Monthly Fees. The amount of any Monthly Fees or other sums owed by you to us under this Agreement;

5.5.3 Other Sums. The amount of any other sums incurred by us pursuant to your specific request and set forth in a separate addendum; and

5.5.4 Deferred Monthly Fee or Other Sums. The amount of any Monthly Fees or other sums deferred by us on your behalf under Paragraph 8.4.

6. MONTHLY FEE.

You will pay a Monthly Fee, which covers the services and amenities listed under Section 1. In addition, you will pay Extra Charges for the additional services and amenities requested by you listed under Section 2.

6.1 Payment of Monthly Fee. You will pay the Monthly Fee for your first month of occupancy, or a pro-rated portion thereof, commencing on the earlier of (i) 90 days following the date you execute this Agreement; or (ii) on the date of occupancy. Thereafter, your Monthly Fee is payable in advance on the first day of each month. The current Monthly Fee is \$_____ per month for one person and an additional \$_____ per month if there are two of you.

6.2 Monthly Fee Changes. The Monthly Fee is subject to periodic increases and may be adjusted upon 60 days' written notice by our Board of Directors, in its sole discretion, as necessary to provide for the support and financial needs of operating the Community (or without notice if such change in the Monthly Fee is required by local, state or federal laws or regulations). We utilize bequests or contributions, if any, and the income therefrom, for the benefit of the Community in order to minimize the Monthly Fee, consistent with sound economic principles of operation.

6.3 Use of Monthly Fee. The Monthly Fee is used by us only for purposes related to Pomperaug Woods. The amount of the Monthly Fee is intended to provide for the services and amenities outlined in Section 1 and to provide for all other financial requirements of operating the Community. The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the Community's support and financial security.

6.4 Cancellation of Monthly Fee. The Monthly Fee for your Residence cancels as provided in Section 7 or 8. Except as otherwise provided in Section 7 or 8, you will pay the Monthly Fee until removal of your property from the Residence by you, your representative, or us.

6.5 Monthly Fee and the Health Center. If you reside alone and you are permanently relocated to the Health Center, your Monthly Fee will be adjusted to the per diem charges then in effect for nursing services in the Health Center. If there are two of you and one of you is permanently relocated to the Health Center, the second person Monthly Fee will be adjusted to the per diem charges then in effect for nursing services in the Health Center. If both of you are permanently relocated to the Health Center, your Monthly Fee (first and second person) will be adjusted to the per diem charges then in effect for nursing services in the Health Center.

6.6 Adjustment of Monthly Fee Due to Absence. In the event of your absence from the Community, your Monthly Fee will not be adjusted.

6.7 Late Payment. We permit a 60 day grace period before the imposition of a late payment charge for failure to pay the Monthly Fee, any Extra Charges or the per diem charges when due. We will charge a late payment charge at the rate of 1.5% per month on total delinquent amounts due. Late payment charges are not compounded and are not included in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. We will waive the 1.5% late payment charge if payment is delayed due to slow processing by your insurance carrier. However, we do not waive our right to cancel this Agreement for nonpayment of fees subject to Paragraph 8.1 of this Agreement.

6.8 Monthly Statement. You will receive a monthly statement from us outlining the Monthly Fee, per diem charges, and any Extra Charges incurred by you.

7. YOUR CANCELLATION RIGHTS.

7.1 Prior to Occupancy. Your cancellation rights prior to moving to Pomperaug Woods are described in Paragraphs 5.2, 5.3, and 5.4 of this Agreement.

7.2 After Occupancy. After occupancy at Pomperaug Woods, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (or both of you, if there are two of you). In such event, this Agreement cancels at the end of the notice period. You will pay the Monthly Fee until the later of (i) the expiration of such 120 days, or (ii) your vacancy of your Residence or the Health Center, as applicable, and removal of all of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so. You may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5. If you give us notice of cancellation, the notice may not be revoked by you without our written consent.

Upon your death (if there are two of you, the death of the survivor), this Agreement automatically cancels. Your estate will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor), or (ii) your vacancy of the Residence or the Health Center, as applicable, and removal of all your personal property. Your estate or family will only be responsible for payment of the Monthly Fee for a period not to exceed 15 days following the date of your death as long as all of your property is removed from the Residence or the Health Center, as applicable. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of your estate, but we are not obligated to do so. Your estate may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

8. OUR CANCELLATION RIGHTS.

8.1 Just Cause. After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause shall exist if:

8.1.1 Noncompliance. You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended or developed by us;

8.1.2 Nonpayment. Except as set forth in Paragraph 8.4, nonpayment of fees or charges;

8.1.3 Threat to Health or Safety. Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other residents, or others, including your refusal to consent to relocation, or which would result in physical damage to our property or the property of others;

8.1.4 Change in Condition. There is a major change in your physical or mental condition and your condition cannot be cared for in the Health Center within the limits of our license; or

8.1.5 Misrepresentations. You materially misrepresent your financial condition, your health, and/or your medical history during your application for residency, or any of the warranties contained in Paragraph 10.1 were incorrect at either the time they were made or the time you became a resident of Pomperaug Woods.

8.2 Notice of Cancellation. Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have such time as is stated in the notice (but no less than 30 days after the date of such notice) to correct the problem. If the problem is corrected within such time, this Agreement shall remain in effect. If we determine the problem is not corrected, this Agreement will be canceled by us and you must leave the Community within 14 days after we notify you of our cancellation. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the later of (i) 14 days after we notify you of our cancellation or (ii) the removal of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

8.3 Emergency Cancellation. Should your residency at the Community pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described in Paragraph 8.2 above might be detrimental to you or other residents, then such notice and/or waiting period will not be required. Under such circumstances, we are expressly authorized to transfer you to an appropriate hospital or other facility, and we will promptly notify your family or representative and your attending physician. After transfer, we will provide you with a notice of cancellation if you are unable to return to your Residence or to the Health Center. If there are two of you under this Agreement and one of you transfers to a hospital or other appropriate facility under the circumstances described in this Paragraph, the other Resident may continue to reside in the Residence or the Health Center under the terms of this Agreement. We are not responsible for any charges related to such transfer or relocation. This Agreement cancels 30 days following notice, unless

your condition improves and you subsequently return to your Residence or to the Health Center. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the removal of your property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

8.4 Financial Difficulty. If, after you have paid the Entrance Fee, you encounter financial difficulties making it impossible for you to pay the full Monthly Fee and Extra Charges, then:

8.4.1 Benefits. You may remain until any applicable Title XVIII Medicare benefits and/or third party insurance benefits received by us on your behalf have been earned; and

8.4.2 Terms of Stay. Because it is and shall continue to be our policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Fee or Extra Charges, you will be able to remain at the Community at a reduced Monthly Fee or with reduced Extra Charges. Any reduction in the Monthly Fee or Extra Charges will be based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis. This provision will not apply if you impair your ability to meet your financial obligations hereunder by transfer of assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, Medicare Part D, and/or supplemental insurance coverage. In determining whether you establish facts to justify deferral of your Monthly Fee or Extra Charges, we will consider factors, such as and including but not limited to, whether you submitted a correct Confidential Data Application, whether you made gifts of your property after the date of this Agreement which impaired your ability to meet your financial obligations, and whether you have breached any of your promises or representations to us. If you qualify for a reduced Monthly Fee or reduced Extra Charges, you agree to enter into a special Amendment to Residency Agreement with us at the time of such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including the repayment of your Entrance Fee, will be offset against any deferred charges.

8.5 Reimbursement of Entrance Fee. If we cancel this Agreement as provided in this Section 8, you may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

9.1 Use of the Residence. Your Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and only grants you the lifetime use of the Residence, use of the site amenities, and access to available services, subject to the terms and conditions of this Agreement.

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appropriate facilities. Community staff will not accompany a resident to the hospital or other care facility.

9.3 Occupants of the Residence. Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we execute this Agreement, said second person's acceptance will be based upon our then-current Residency Policy. If accepted, said person shall pay the then-current second person Entrance Fee and the then-current second person Monthly Fee. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Paragraph 7.2.

9.4 Changes in Residence. Should it be necessary to make modifications to your Residence or to other areas of the Community to meet the requirements of any applicable law or regulation, and such modifications require you to temporarily vacate your Residence, we will provide alternate accommodations for you, within or outside the Community, without additional charge to you, for any period during which your Residence is not habitable.

9.5 Furnishings. Furnishings within the Residence will not be provided by us except as stated in Section 1. Furnishings provided by you shall not interfere with your health or safety, or the health or safety of other residents or others.

9.6 Emergency Entry and Relocation. We may enter your Residence should it be necessary in an emergency to protect your health or safety or that of other residents. If emergency relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another residence or to the Health Center (or to a hospital or other care facility if we cannot provide the care you need in the Health Center) for the protection of your health or safety or for the health or safety of the other residents of the Community. Community staff will not accompany a resident to the hospital or other care facility.

9.7 Alterations by You. You may not make any alterations to your Residence without our prior written approval. We reserve the right, upon release of the Residence because you moved to the Health Center, or upon cancellation of this Agreement for any reason, to require that any alterations made by you be removed, and that the Residence be restored to its original condition at your expense. If you fail to do so, we may remove any such alterations, restore the Residence to its original condition, and withhold the charges of any such restoration from any Entrance Fee repayment due to you or your estate.

9.8 Refurbishment. Customary and normal refurbishment costs of your Residence will be borne by us. Any refurbishment costs beyond those which are customary and normal will be paid by you.

9.9 Guests. No one other than you shall have a right of occupancy in the Residence without the written consent of the Executive Director, unless otherwise permitted pursuant to policies established by us. The intent of the policies shall be to permit stays of short duration by your guests where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

9.10 Disposition of Personal Property. If you or your estate have not removed your property from the Residence in accordance with the terms of this Agreement, we may store your property at the expense and risk of you or your estate, but we are not obligated to do so.

10. REPRESENTATIONS.

10.1 Your Representations. You represent and warrant to us the following:

10.1.1 You are at least 62 years of age or applying for residency with a person who is 62 or older.

10.1.2 You are capable of occupying a residence with or without reasonable accommodation or modification as defined in our current Residency Policy

10.1.3 You have assets and income which are sufficient under foreseeable circumstances and after provisions for payment of your obligations under this Agreement, to meet ordinary and customary living expenses after assuming occupancy at Pomperaug Woods.

10.1.4 All facts stated by you in your application for residency are true and complete.

10.1.5 You have not made any gift of your property in contemplation of executing this Agreement.

10.2 Our Representations. We represent and warrant to you that we are a not-for-profit corporation. We are not affiliated with any religious or other charitable organization.

11. PROMISES.

11.1 Our Promises. We promise the following:

11.1.1 To not cancel this Agreement without just cause as specified in Paragraph 8.1;

11.1.2 To operate as a charitable organization;

11.1.3 To not cancel your residency solely by reason of your financial inability to pay the total Monthly Fee or Extra Charges as specified in Paragraph 8.4 above; and

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

11.2.1 To comply with all of our published operating procedures, covenants, rules, regulations, and policies now existing or later amended or developed by us;

11.2.2 To pay the Entrance Fee, Monthly Fee, per diem charges, and any Extra Charges provided for by this Agreement;

11.2.3 To provide within 60 days after you occupy the Residence for the disposition of your personal property located at the Community, and to make funeral and burial arrangements at your expense;

11.2.4 To not voluntarily take any action which could impair your ability to meet your financial obligations to us under this Agreement without our consent; and

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

12.1.1 This Agreement or your rights under it (including the use of the Residence) may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees or representatives, except as to receipt of the amounts described in Section 5;

12.1.2 This Agreement and your contractual right to occupy the Residence shall exist and continue to exist during your lifetime unless canceled pursuant to Section 7 or 8 or until your permanent transfer to the Health Center;

12.1.3 This Agreement grants you the right to occupy and use space at the Community, but does not give you exclusive possession of the Residence against us, and you have no entitlement to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law;

12.1.4 This Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and

12.1.5 This Agreement grants to us complete decision-making authority regarding the management and operation of the Community.

12.2 Release. We are not responsible for loss of or damage to your property, unless such loss or damage is caused by our negligence or the negligence of our agents or employees. You hereby release us from any such liability. You may want to obtain insurance at your expense to protect against such losses. You will also be responsible for your individual tax obligations.

12.3 Transfers. If financially beneficial to us, the Community (or land upon which it is located) may be sold and leased back or assigned and leased back, but no such transaction would in any way alter our contractual obligations to you.

12.4 Indemnity. We shall not be liable for, and you agree to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with your negligent or intentional act or omission or that of your guests.

12.5 Reimbursement for Loss or Damage. You or your representative, if applicable, agree to reimburse us for any loss or damage to the Community caused by your intentional careless, or negligent acts or omissions or that of your guests.

12.6 Subordination. You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Pomperaug Woods, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

12.7 Amendments. This Agreement may be modified by us at any time in order to comply with future laws and regulations or changes in current laws and regulations applicable to this Agreement, or upon mutual agreement between the parties. No amendment or modification of this Agreement will be valid unless in writing and executed by you and us.

12.8 Governing Law. This Agreement will be governed, interpreted, and construed according to the laws of the State of Connecticut.

12.9 Separability. The invalidity or unenforceability of any part of this Agreement will not impair or affect in any way the validity or enforceability of the rest of this Agreement.

12.10 Resident. When there are two of you, the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires.

12.11 Capacity. We are organized under the general non-profit corporation law of the State of Connecticut. This Agreement has been executed by our duly authorized agent, and no officer, director, agent or employee shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

12.12 Entire Agreement. This Agreement and any addenda or exhibits hereto contain our entire understanding with respect to your residency.

12.13 Responsible Party. You agree to execute and deliver to us within sixty (60) days after assuming occupancy of your Residence a Durable Power of Attorney, trust document, or other documentation naming a responsible party for business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of Pomperaug Woods.

12.14 Tax Considerations. Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax consequences associated with this Agreement, as more fully explained in our Disclosure Statement.

12.15 Nonwaiver. If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions. Your obligations with respect to such future performances shall continue in full force and effect.

12.16 Reimbursement of Costs. You agree to reimburse us for any costs we incur to collect any unpaid amounts you owe to us under this Agreement.

12.17 Arbitration. You agree that any dispute, claim or controversy of any kind between the parties arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New Haven County, Connecticut in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of Pomperaug Woods, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Initials

Initials

12.18 Private Employees of Resident. If you need additional services, you can obtain those services from a private employee, an independent contractor, or through an agency. In such instances, we strongly advise you to obtain services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding personal service providers and ensure that your private employee, independent contractor, or person you engage through an agency complies with our personal service provider policy and rules of conduct set forth therein. If you fail to follow or enforce the policy and rules of conduct, we may elect, at our sole option, to cancel this Agreement.

12.19 Notices. Any notice required to be given to us under this Agreement shall be in writing and sent certified mail or hand-delivered to the

Executive Director of Pomperaug Woods at 80 Heritage Road, Southbury, CT 06488. Such notices shall be dated and signed.

Any notice required to be given to you will be delivered to you at your Residence unless you have provided a different address to us in writing.

12.20 Survival of Representations and Obligations. Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed to us, and your agreement to indemnify us as set forth in Paragraph 12.4, and our representations and obligations under this Agreement, will survive any cancellation of your residency, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

12.21 Resident Rights. As a Resident, you have certain rights under the Connecticut continuing care law (see Conn. Gen. Stat. §17b-520 *et. seq.*), a copy of which is available upon request. You also have certain additional rights because we are registered with the Department of Public Health as a managed residential community. A copy of the Managed Residential Community Residents' Bill of Rights is attached hereto as Attachment C.

12.22 Compliance with Laws and Regulations. We will comply with all applicable Municipal, State, and Federal laws and regulations regarding consumer protection and protection from financial exploitation.

12.23 Complaint Resolution Process. We have established a complaint resolution process for residents and families, which is attached hereto as Attachment D. Residents and families may use the complaint resolution process without fear of reprisal of any kind.

13. RESIDENT HANDBOOK. We have adopted certain rules, policies and guidelines in order to promote the health, safety and welfare of its residents. This information can be found in the Resident Handbook, a copy of which is provided to each resident upon residency at Pomperaug Woods. We may revise the Resident Handbook from time to time and copies of any revisions are provided to the residents. Upon receipt of the Resident Handbook, you agree to execute an Acknowledgement form, a copy of which is attached hereto as Attachment E. Your executed Acknowledgement form will be placed in your resident file.

14. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS. You hereby certify that you received a copy of this Agreement and a copy of our latest disclosure statement before the date hereof, and have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement.

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

- A – List of Resident Health Services
- B – List of Extra Charges
- C – Managed Residential Community Residents' Bill of Rights
- D – Complaint Resolution Process
- E – Acknowledgement of Receipt of Resident Handbook



03/26/13

PW ROC Fee for Service (03-26-13) clean

ATTACHMENT A



Pomperaug Woods' Resident Health Services Assistance-In-Living Program

At Pomperaug Woods we offer you the opportunity to “bridge the gap” between total independence and the need for assistance with the activities of daily living and/or nursing care in a place you feel the most comfortable – your own home. Through our Assistance-in-Living program, you remain in your Residence with services designed especially for you.

Eligibility for Services

Any resident whose condition is classified as ***chronic and stable*** may receive Assistance-in-Living Services through the Resident Health Services Department. These services may include assistance with the activities of daily living and/or nursing services in order to maximize the resident’s level of independent living.

General Assistance-in-Living Services

- Grooming
- Skin Care
- Toileting
- Transfers
- Medication reminders
- Assistance in Dressing
- Bathing & Hygiene
- Nursing Assessment/Visits
- Medication Set-ups/Pre-pours
- Injections
- Wound Care/Dressing Changes

Allowable Units

Residents who are eligible **may receive up to ten 15-minute blocks (2 ½ hours) of service time per month at no charge.** These blocks cannot be put together or carried over from one month to another. **Services provided in excess of this limit will be billed at the then-current rate in 15-minute intervals.**

Services Provided at No Charge

- Transport within Pomperaug Woods
- Emergency calls
- Blood pressure and weight checks
- Health education
- Coordination of care
- Support/Counseling
- Coordination of Medical Equipment
- Referrals to other agencies
- Education on Treatment and Procedures

Daily Office Hours 8am-8pm

RN on duty 8am-4pm

Aide on duty 8am-8pm

Phone 262-6555

Question and Answers

Q: What happens if I am not “chronic and stable?”

A: Resident Services staff will discuss with you and your primary physician your situation and make suggestions for you to either receive services in your Residence through a Home Care Agency of your choice or possible admission to the Health Center. Services provided by a Home Care Agency are done so at the your expense.

Q: Does Medicare pay for anything?

A: In the event you are not “Chronic and Stable” and you remain in your Residence, you may be eligible for some Medicare services. A Home Care Agency nurse would be called to assess you to make that determination. Services provided in excess of Medicare's allowable time is at the resident's expense.

Q: May I receive Hospice in my Residence?

A: Yes. You may receive Hospice services in your Residence if you are eligible.

Q: What happens if I need more than the 10 15-minute blocks of time or need several hours of help a week?

A: Assistance-in-Living Services provided in the Residence in excess of the ten 15-minute blocks of time included in the Monthly Fee each month will be billed to the resident at the then-current rate. Subject to availability and as determined in our sole discretion on a case-by-case basis at the time such services are required, a resident who requires more than limited residential health services may be offered the option to release his or her current residence and transfer to an assisted living residence to receive those services. Residents who transfer to an assisted living residence will execute an Addendum to the Residency Agreement setting out the terms of the transfer, and will pay applicable fees and Extra Charges for assisted living services.

Daily Office Hours 8am-8pm

RN on duty 8am-4pm

Aide on duty 8am-8pm

Phone 262-6555

ATTACHMENT B



Pomperaug Woods Ancillary Charges
October 1, 2014 to September 30, 2015

Food and Beverage

Additional resident meal	\$17.35 each
Guest meal each	\$19.35 each + tax
Resident meal trade-in	\$ 2.00 each
Meal absence credit per 30 days	\$134.00

Guest Services

Guest room per day	\$93.00 + tax
Cot rental per day	\$10.00 + tax

Carports

Annual fee	\$370.00 year
Monthly fee	\$35.00 month

Health Center

Semi-Private room (non-Life Care)	\$431.00 per day
Private room (non-Life Care)	\$491.00 per day
Private room (Life Care)	\$60.00 per day
Extra Meals (Life Care)	\$34.70 per day

Housekeeping

Personal laundry	\$17.50 per load
Extra housekeeping services	\$17.00 per load

Assistance-in-living

Apartment nursing services	\$75.00 hr./\$18.75 per 15 min.
Apartment aide services	\$8.00 per 15 min.
Companion Services (min. of 1 hour)	\$18.00 hr.
Social Program	\$55 per day/\$35 per ½ day
Night Check Program (max. 4 visits a night)	\$16 per night

Transportation – car service

Local fee	\$13.50 hr. (1 hour min)
Long distance	\$18.40 hr. (1 hour min)

Assisted Living

Assisted Living Fee	\$1,241.00 per month
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ATTACHMENT B

Initial ALSA Admission Fee	\$150.00
120 day ALSA review (regulatory requirement)	\$75.00

Fees are subject to adjustment

ATTACHMENT C



MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS

You have the right to:

- Live in a clean, safe and habitable private residential unit (the "Residence");
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your Residence, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your Residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your Residence, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policies, procedures and services to our Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the

Department of Public Health or the Office of the Long-Term Care Ombudsman;

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

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

Department of Public Health
Faculty Licensing and Investigations
410 Capitol Ave., P.O. Box 340308
MS#12HSR
Hartford, CT 06134-0308

Information/General: Loan Nguyen
Supervising Nurse Consultant (860) 509-7400

Complaints: Donna Ortelle, R.N., M.S.N.
Public Health Services Manager (860) 509-7400
Nancy Shaffer, State Long Term Care Ombudsman
Office of the Long Term Care Ombudsman
25 Sigourney Street
Hartford, CT 06106
(866) 388-1888 or (860) 424-5200

Amber Hilyard, Regional Ombudsman
Long-Term Care Ombudsman
Program 249 Thomaston Avenue
Waterbury, CT 06702
(203) 597-4181
1-866-388-1888

If you are receiving nursing or personal care from an Assisted Living Services Agency, you also have other rights set forth separately in the Assisted Living Clients' Bill of Rights.

Please sign below to acknowledge that we have provided you with a copy of the Managed Residential Community Residents' Bill of Rights and explained them to you.

Date

Resident

Resident's Representative

Relationship to Resident

ATTACHMENT D



POMPERAUG WOODS COMPLAINT RESOLUTION PROCESS

Policy:

Residents are free to communicate grievances to the staff of Pomperaug Woods without restraint, interference, coercion, discrimination, or reprisal. All grievances will be properly documented and responded to. In the event a Resident is dissatisfied with treatment or services received at Pomperaug Woods, the Resident has the opportunity to present his/her complaints through our defined grievance procedures.

Procedures:

Below are the procedures for a Resident or his/her representative to follow in order to file a grievance with Pomperaug Woods. We reserve the right to change these procedures in order to better accommodate our Residents:

1. The grievance may be filed in writing with the Department Director of the area where the grievance occurs. Assistance, if necessary, will be available through Resident Services and/or the Administration office.
2. Information contained in the grievance will include the following:
 - Description of the grievance;
 - A list of all parties involved; and
 - Dates of specific incidents related to the grievance.
3. The Department Director will acknowledge in writing receipt of the grievance within five business days and provide the Resident or his/her representative with a time frame for an appropriate response.

4. If the grievance remains unresolved for 30 days after initial submission, the Department Director will address the grievance with the Executive Director.
5. The Executive Director will address, in writing, the grievance within 10 business days.
6. If the grievance remains unresolved for 60 days after the initial submission, the Executive Director will address the grievance with the Board of Directors of Pomperaug Woods and with the Management Company's Vice President.
7. The Board of Directors of Pomperaug Woods and the Management Company's Vice President will address the grievance within 10 business days.
8. If the grievance remains unresolved, the Resident will be informed of his/her right to contact appropriate State agencies, the State Long-Term Care Ombudsman or the Regional Long-Term Care Ombudsman.
9. All attempts at resolution will be documented in writing to the Resident with copies on file in the Administration office.

ATTACHMENT E



Acknowledgment of Receipt of Resident Handbook

I, the undersigned, acknowledge receipt of the Pomperaug Woods Resident Handbook dated _____, 20____, which contains certain rules, policies, and guidelines in order to promote the health, safety and welfare of the residents of Pomperaug Woods.

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT D

RECORD OF ENTRANCE FEES AND MONTHLY FEES

**ENTRANCE FEES
RETURN OF CAPITAL™ PLAN
(Life Care and Fee-for-Service)**

RESIDENCE	2007	2008	2009	2010	2011	2012	2013 (Oct.)	2014	2015
Milton Studio	\$148,167	\$152,612	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000
Riverton 1 Bedroom, 1 Bath	193,265	199,063	230,000	230,000	230,000	230,000	230,000	230,000	230,000
Putnam 1 Bedroom, 1 Bath	215,945 223,001	222,423 229,691	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Windsor 1 Bedroom, 1½ Bath	257,020 262,059	264,731 269,921	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Newtown 1 Bedroom, 1½ Bath	269,619	277,708	320,000	320,000	320,000	320,000	320,000	320,000	320,000
Stratford 1 Bedroom, 1½ Bath	302,877	311,963	345,000	345,000	345,000	345,000	345,000	345,000	345,000
Salisbury 1 Bedroom, Den, 1½ Bath	332,615	342,593	410,000	410,000	410,000	410,000	410,000	410,000	410,000
Bridgewater 2 Bedroom, 2 Bath w/ Patio	346,471	356,866	445,000	445,000	445,000	445,000	445,000	445,000	445,000
Redding 2 Bedroom, 2 Bath w/ Terrace	390,568	402,285	525,000	525,000	525,000	525,000	525,000	525,000	525,000
Cornwall 2 Bedroom, 2½ Bath	---	---	565,000	565,000	565,000	565,000	565,000	565,000	565,000
Second Person:	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000

**ENTRANCE FEES
TRADITIONAL PLAN
(Life Care)**

RESIDENCE	2007	2008	2009	2010	2011	2012	2013 (Oct.)	2014	2015
Milton Studio	\$118,430	\$121,983	\$93,000	\$98,000	\$98,000	\$117,000	\$117,000	\$117,000	\$117,000
Riverton 1 Bedroom, 1 Bath	154,589	159,226	120,000	120,000	120,000	144,000	144,000	144,000	144,000
Putnam 1 Bedroom, 1 Bath	172,606 178,275	177,785 183,624	129,000	129,000	129,000	150,000	150,000	150,000	150,000
Windsor 1 Bedroom, 1½ Bath	205,363 209,773	211,524 216,066	156,000	156,000	156,000	187,000	187,000	187,000	187,000
Newtown 1 Bedroom, 1½ Bath	215,443	221,906	165,000	165,000	165,000	198,000	198,000	198,000	198,000
Stratford 1 Bedroom, 1½ Bath	241,900	249,157	180,000	180,000	180,000	216,000	216,000	216,000	216,000
Salisbury 1 Bedroom, Den, 1½ Bath	265,838	273,813	210,000	210,000	210,000	252,000	252,000	252,000	252,000
Bridgewater 2 Bedroom, 2 Bath w/ Patio	277,178	285,493	228,000	228,000	228,000	273,000	273,000	273,000	273,000
Redding 2 Bedroom, 2 Bath w/ Terrace	312,456	321,829	270,000	270,000	270,000	324,000	324,000	324,000	324,000
Cornwall 2 Bedroom, 2½ Bath	---	---	339,000	339,000	339,000	390,000	390,000	390,000	390,000
Second Person:	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000

**MONTHLY FEES
RETURN OF CAPITAL™ AND TRADITIONAL PLANS
(Life Care)**

RESIDENCE	2007	2008	2009	2010	2011	2012	2013 (Oct.)	2014	2015
Milton Studio	\$2,582	\$2,730	\$2,832	\$2,959	\$3,085	\$3,305	\$3,412	\$3,412	\$3,489
Riverton 1 Bedroom, 1 Bath	2,779	2,939	2,940	3,071	3,202	3,430	\$3,541	\$3,541	\$3,621
Putnam 1 Bedroom, 1 Bath	2,863	3,028	3,030	3,119	3,252	3,484	\$3,597	\$3,597	\$3,678
Windsor 1 Bedroom, 1½ Bath	3,060	3,236	3,357	3,508	3,657	3,917	\$4,044	\$4,044	\$4,135
Newtown 1 Bedroom, 1½ Bath	3,060	3,236	3,357	3,508	3,657	3,917	\$4,044	\$4,044	\$4,135
Stratford 1 Bedroom, 1½ Bath	3,200	3,384	3,511	3,669	3,825	4,097	\$4,230	\$4,230	\$4,325
Salisbury 1 Bedroom, Den, 1½ Bath	3,311	3,501	3,632	3,795	3,956	4,237	\$4,375	\$4,375	\$4,473
Bridgewater 2 Bedroom, 2 Bath w/ Patio	3,327	3,518	3,650	3,814	3,976	4,259	\$4,397	\$4,397	\$4,496
Redding 2 Bedroom, 2 Bath w/ Terrace	3,551	3,755	3,896	4,071	4,244	4,456	\$4,694	\$4,694	\$4,800
Cornwall 2 Bedroom, 2½ Bath	---	---	5,188	5,188	5,408	5,793	\$5,981	\$5,981	\$6,116
Second Person:	1,433	1,515	1,515	1,573	1,640	1,757	\$1,814	\$1,814	\$1,855

**MONTHLY FEES
RETURN OF CAPITAL™ PLAN
(Fee-for-Service)**

RESIDENCE	2007	2008	2009	2010	2011	2012	2013 (Oct.)	2014	2015
Milton Studio	---	---	---	---	\$1,885	\$2,105	\$2,212	\$2,212	\$2,289
Riverton 1 Bedroom, 1 Bath	---	---	---	---	2,002	2,230	\$2,341	\$2,341	\$2,421
Putnam 1 Bedroom, 1 Bath	---	---	---	---	2,052	2,284	\$2,397	\$2,397	\$2,478
Windsor 1 Bedroom, 1½ Bath	---	---	---	---	2,457	2,717	\$2,844	\$2,844	\$2,935
Newtown 1 Bedroom, 1½ Bath	---	---	---	---	2,457	2,717	\$2,844	\$2,844	\$2,935
Stratford 1 Bedroom, 1½ Bath	---	---	---	---	2,625	2,897	\$3,030	\$3,030	\$3,125
Salisbury 1 Bedroom, Den, 1½ Bath	---	---	---	---	2,756	3,037	\$3,175	\$3,175	\$3,273
Bridgewater 2 Bedroom, 2 Bath w/ Patio	---	---	---	---	2,776	3,059	\$3,197	\$3,197	\$3,296
Redding 2 Bedroom, 2 Bath w/ Terrace	---	---	---	---	3,044	3,346	\$3,494	\$3,494	\$3,600
Cornwall 2 Bedroom, 2½ Bath	---	---	---	---	4,208	4,593	\$4,781	\$4,781	\$4,916
Second Person:	---	---	---	---	440	557	\$614	\$614	\$655

EXHIBIT E
AUDITED FINANCIAL STATEMENTS

POMPERAUG WOODS, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2014 AND 2013

POMPERAUG WOODS, INC.

CONTENTS

Independent Auditors' Report	1-2
Statements of Financial Position - September 30, 2014 and 2013	3
Statements of Activities and Changes in Net Assets for the Years Ended September 30, 2014 and 2013	4
Statements of Cash Flows for the Years Ended September 30, 2014 and 2013	5
Notes to Financial Statements	6-11

BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report

To the Board of Directors
Pomperaug Woods, Inc.

We have audited the accompanying financial statements of Pomperaug Woods, Inc., which comprise the statements of financial position as of September 30, 2014 and 2013, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pomperaug Woods, Inc., as of September 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Blum, Shapiro & Company, P.C.

West Hartford, Connecticut
November 20, 2014

POMPERAUG WOODS, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Unrestricted Revenues		
Resident service revenue	\$ 6,493,173	\$ 6,349,735
Amortization of entrance fees	1,389,529	1,197,937
Health center patient revenue, net of discounts of \$3,238,418 in 2014 and \$3,303,842 in 2013	2,381,136	2,581,645
Interest and dividend income	5,783	7,078
Contributions	21,980	50,935
Other	51,852	53,594
Net assets released from restrictions	-	1,425
Total unrestricted revenues	10,343,453	10,242,349
Expenses		
Resident care	3,551,052	3,364,924
General and administrative	2,665,166	2,624,437
Dietary	1,401,322	1,359,611
Plant	1,368,349	1,190,202
Depreciation	1,242,999	1,240,085
Housekeeping	467,717	438,207
Interest	87,693	135,849
Other	3,228	1,806
Total expenses	10,787,526	10,355,121
Loss from Operations	(444,073)	(112,772)
Loss on Disposal of Assets	(63,305)	(33,462)
Change in unrestricted net assets	(507,378)	(146,234)
Temporarily Restricted Net Assets		
Contributions	10,000	-
Net assets released from restrictions	-	(1,425)
Increase (decrease) in temporarily restricted net assets	10,000	(1,425)
Decrease in Net Assets	(497,378)	(147,659)
Net Assets - Beginning of Year	(13,013,653)	(12,865,994)
Net Assets - End of Year	\$ (13,511,031)	\$ (13,013,653)

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Cash Flows from Operating Activities		
Change in net assets	\$ (497,378)	\$ (147,659)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds paid	1,593,344	1,244,985
Depreciation	1,242,999	1,240,085
Amortization of entrance fees	(1,389,529)	(1,197,937)
Loss on disposal of assets	63,305	33,462
(Increase) decrease in operating assets:		
Accounts receivable	24,136	(11,220)
Operating reserve	(4,192)	46,359
Other current assets	51,799	(100,010)
Return of capital discounts	27,100	21,896
Increase (decrease) in operating liabilities:		
Accounts payable and accrued liabilities	52,798	(17,506)
Other current liabilities	(4,528)	(7,483)
Net cash provided by operating activities	<u>1,159,854</u>	<u>1,104,972</u>
Cash Flows from Investing Activities		
Purchases of property, plant and equipment	(855,886)	(847,415)
Net cash used in investing activities	<u>(855,886)</u>	<u>(847,415)</u>
Cash Flows from Financing Activities		
Payments of long-term debt	(600,000)	(600,000)
Net cash used in financing activities	<u>(600,000)</u>	<u>(600,000)</u>
Net Decrease in Cash and Cash Equivalents	(296,032)	(342,443)
Cash and Cash Equivalents - Beginning of Year	<u>3,803,460</u>	<u>4,145,903</u>
Cash and Cash Equivalents - End of Year	<u>\$ 3,507,428</u>	<u>\$ 3,803,460</u>
Cash Paid During the Year for Interest	\$ 87,693	\$ 135,849

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General - Pomperaug Woods, Inc. (the Company) is a not-for-profit corporation that owns and operates a continuing care retirement facility (the Facility) in Southbury, Connecticut. The Facility consists of 132 and 133 resident units that were 88% and 82% occupied as of September 30, 2014 and 2013, respectively. These units were 91% and 85% sold at September 30, 2014 and 2013, respectively. In addition, the Facility currently provides a health center (the Health Center) with 37 skilled nursing beds. The Health Center was 89% and 97% occupied as of September 30, 2014 and 2013, respectively. The Facility also operates 9 and 8 assisted living units as of September 30, 2014 and 2013, respectively. The assisted living units were 78% and 75% occupied as of September 30, 2014 and 2013, respectively.

Basis of Presentation - The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

Net Assets Categories - To ensure observance of limitations and restrictions placed on the use of resources available to the Company, the accounts of the Company are maintained in the following net asset categories:

Unrestricted - Unrestricted net assets represent resources that may be expended at the direction of the Board of Directors.

Temporarily Restricted - Temporarily restricted net assets represent contributions that are restricted by the donor either as to purpose or as to time of expenditure. When the purpose or timing restrictions have been met, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities and changes in net assets as net assets released from restriction. Temporarily restricted net assets as of September 30, 2014 were available to support the arts and crafts program.

Use of Estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The key financial statement area where management applies the use of estimates is the amortization of deferred revenue from entrance fees (see Note 2). It is management's opinion that the estimates applied in the accompanying financial statements are reasonable.

POMPERAUG WOODS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property, Plant and Equipment - Property, plant and equipment is stated at historical cost. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Buildings	40 years
Land and building improvements	5-20 years
Furniture, fixtures and equipment	5-15 years

Expenditures for maintenance and repairs are charged to operations as incurred. Expenditures in excess of \$500 for renewals and betterments are capitalized.

Income Taxes - The Company is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and is, therefore, exempt from federal and state income taxes. The tax returns for the Company for the years ended September 30, 2011 through 2014 are subject to examination by the Internal Revenue Service and the State of Connecticut.

Cash and Cash Equivalents - Cash and cash equivalents include investments in highly liquid instruments purchased with a maturity of three months or less. The fair value of these investments approximates carrying value. The Company maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. Management believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable - Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts that is based on its review of significant balances where it believes realizability is at risk. The allowance for doubtful accounts was \$32,423 and \$-0- as of September 30, 2014 and 2013, respectively.

Management Agreement - Under a management agreement, the Company utilizes Life Care Services, LLC (LCS) to supervise operations of the Facility. The management fees and salary for the LCS administrator, included as a component of general and administrative expenses in the accompanying statements of activities and changes in net assets, were \$554,406 and \$542,189 for the years ended September 30, 2014 and 2013, respectively.

Health Center Patient Revenue - Health center patient revenue is reported at the estimated net realizable amounts from residents, third-party payors and others for services rendered. Revenue under third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement.

POMPERAUG WOODS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Founders Fund - During 1999, the Founders Fund (the Fund) was established by the Board of Directors as a memorial honoring the original Board of Directors of the Company. Disbursements from the Fund may be made to provide services or facilities consistent with the Company's charitable purposes and must be specifically approved by the Board of Directors. The Fund and any contributions to the Fund are classified as unrestricted net assets in the accompanying financial statements.

The following is a summary of the changes in the Fund as of September 30, 2014 and 2013:

	2014	2013
Balance - beginning of year	\$ 351,140	\$ 299,618
Total interest earned	1,505	587
Contributions	2,480	50,935
Balance - End of Year	\$ 355,125	\$ 351,140

Operating Reserve - The State of Connecticut Department of Social Services (DSS) monitors Connecticut retirement communities and their compliance with existing state regulations. DSS requires that retirement communities maintain an operating reserve equal to approximately one month's cash operating costs. In addition, the State requires the Company to maintain a reserve equivalent to one year in principal and interest payments on their term loan. The Company maintained an adequate operating reserve as of September 30, 2014 and 2013.

Subsequent Events - In preparing these financial statements, management has evaluated subsequent events through November 20, 2014, which represents the date the financial statements were available to be issued.

NOTE 2 - RESIDENCY AGREEMENTS

The Company offers two types of residency agreements: traditional and return-of-capital (ROC). Some of the principal terms and conditions are as follows:

In consideration for a resident's payment of an entrance fee, the Company agrees to furnish the resident with a living unit for the resident's personal use and occupancy for the balance of the resident's lifetime, unless sooner terminated under the provisions of the agreement. The entrance fee must be paid in full prior to occupancy.

POMPERAUG WOODS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 2 - RESIDENCY AGREEMENTS (Continued)

For the duration of the resident's lifetime or until termination of the agreement, the Company agrees to furnish to the resident certain services and use of facilities according to the terms and conditions of the agreement. The resident agrees to pay the Company monthly service fees that are subject to periodic adjustments deemed necessary to maintain reserve funds and the financial security of the Facility.

Traditional agreements provide for a portion of the entrance fee to be repaid to the resident (or the resident's estate) in the event of death of the resident or termination of the agreement, upon reoccupancy of the living unit and receipt of the then current entrance fee. The refund amount shall equal the entrance fee reduced by 10% if within 5 months of move-in, or reduced by 2% a month (up to 50 months) if after the first 5 months of move-in. The entrance fee is amortized into revenue over the estimated remaining life of the resident as determined by the Facility's actuaries.

Prior to 1995, ROC agreements provided for a refund of 90% of the entrance fee, without interest, payable under the same conditions as above. After 1995, certain ROC contracts provide for a refund of an average of 85%. The refundable portion of the entrance fees received under the ROC agreements are recorded in the entrance fees refunds payable on the statement of financial position. The nonrefundable portion is amortized over the estimated remaining life of the resident.

Deposits received from residents are recorded as entrance fee deposits on the accompanying statements of financial position. At the time of signing the residency agreement, 10% of the life care entrance fee is required as a deposit. The remaining 90% of the entrance fee is paid upon occupancy of the reserved living unit and, before payment, is included in entrance fees receivable and unearned entrance fees on the accompanying statements of financial position.

The 10% deposit is fully refundable to the resident or to the resident's estate if the agreement is rescinded within 30 days or, if prior to move-in, the resident dies or becomes unable to occupy the Facility due to illness, injury or incapacity. For all other cancellations prior to occupancy, 2% of the entrance fee (20% of the deposit) is forfeited. Amounts forfeited are recognized as income at the time of forfeiture. The current portion of entrance fee refunds payable represents the estimated amount of entrance fees to be refunded to the Health Center residents or their estates over the next 12 months.

During 2009, the Board of Directors approved a deferred payment program as a sales incentive. This incentive included certain price reductions to ROC contracts on all apartments, except for the studios. The program also included a partial closing option for ROC contracts allowing a structured payment schedule during the first nine months after the resident moves in. The Board of Directors also approved a 100% "Guarantee" Program, which gives the prospective resident the ability to receive a 100% refund of their entrance fee during their first year of residency, contingent upon the resale of the apartment before the refund is made. These contracts are accounted for as part of entrance fee refunds payable. The Company had five deferred payment contracts outstanding as of September 30, 2014. There were no such contracts outstanding as of September 30, 2013.

POMPERAUG WOODS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 2 - RESIDENCY AGREEMENTS (Continued)

During 2011, the Board of Directors approved a Fee-for-Service ROC contract. Under the new contract, residents would receive a lower monthly fee than the ROC contracts noted above. Additionally, if the resident entered the Health Center, they would pay the private day rate instead of the monthly service fee paid while living in the independent living units. There were four Fee-for-Service ROC contracts in place as of September 30, 2014 and three Fee-for-Service ROC contracts in place as of September 30, 2013.

In July 2012, the Board of Directors approved the conversion of the second floor of C wing into an Assisted Living Wing to give residents an additional option for their care. The Assisted Living Wing consists of nine apartments, one of which was converted into a common room for the residents in the Assisted Living program. All apartments have a full kitchen, living room and at least one bathroom. There is also one two-bedroom unit. The standard Life Care Contract provides 2.5 hours per week of assisted living services for no additional charge but requires that residents pay separately for any additional assisted living services. The Assisted Living Wing provides a more affordable option to 24-hour Home Health care in a resident's apartment. In exchange for this cost-saving option, a resident moving into the Assisted Living Wing will waive the 2.5 hours of complimentary Assisted Living services under the Life Care Contract.

In the spring of 2014, the Finance Committee approved a limited marketing incentive, which waived certain service fees as a method of encouraging expedited closing commitments. These incentives will expire on January 1, 2015.

NOTE 3 - DEFINED CONTRIBUTION PLAN

The Company maintains a defined contribution Tax Deferred Annuity Plan (the Plan). Employees become eligible to participate in the Plan upon attainment of 21 years of age and 1 year of employment (1,000 hours of service). Employees vest at a rate of 20% per year starting after their first two years, becoming fully vested after seven years. The employer contribution is discretionary. As of September 30, 2014, the Plan had approximately 115 participants. The total expense incurred for the Plan in 2014 and 2013 was \$62,329 and \$50,541, respectively.

POMPERAUG WOODS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 4 - NOTES PAYABLE

In March 2007, the Company converted its existing line of credit to a \$6,000,000 Term Loan, convertible by the Company to a Revolving Line of Credit Loan when the principal balance is paid down to less than \$3,000,000. The Term Loan bore interest at a fixed rate equal to the then prevailing Five-Year Federal Home Loan Bank of Boston "Classic Advance" rate plus a margin of 250 basis points for the first five years of the loan. In January 2013, the interest rate was reset to the prevailing Classic Advance rate, determined five days prior to the change date, plus a margin of 250 basis points, for the balance of the term loan. The interest rate at September 30, 2014 was 3.8%. The monthly principal payment on the term loan is \$50,000. There was an outstanding balance of \$1,950,000 and \$2,550,000 as of September 30, 2014 and 2013, respectively. All assets of the Company are pledged as collateral under the Term Loan.

Principal payments on notes payable for the next five years are as follows:

2015	\$ 600,000
2016	600,000
2017	600,000
2018	<u>150,000</u>
	<u>\$ 1,950,000</u>

Interest expense was \$87,693 and \$135,849 for the years ended September 30, 2014 and 2013, respectively.

NOTE 5 - HEALTHCARE INDUSTRY

The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Company is in compliance with fraud and abuse, as well as other applicable government laws and regulations. While no material regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time.

VII. INDEX

INDEX

	Disclosure Statement Page	Residency Agreement Section
Name and Address of Provider	3	N/A
Officers, Directors, and Trustees	3-4	N/A
Business Experience: Provider Manager	3-4 4-5	N/A
Judicial Proceedings	19	N/A
Affiliation	3	N/A
Description of Property	8	N/A
Benefits Included (with and without extra charge)	8-9, Ex. B	1, 2, 3
Interest on Deposits	13-14, 18	5
Termination of Contract: Provider Resident	13-14 14-15	8 7
Rights of Surviving Spouse	Exs. C-1, C-2, C-3	7, 9.2
Marriage of Resident	Exs. C-1, C-2, C-3	9.3
Disposition of Personal Property	Exs. C-1, C-2, C-3	3.6, 7.2, 9.10
Tax Consequences	19	12.14
Reserve Funding - Escrows	18	4.1, 6.3
Financial Statements	Ex. E	N/A
Pro Forma Income Statements	21-28	N/A
Entrance Fees and Periodic Charges	13-15, Ex. D	3, 4, 6
Prepaid Obligations - Actuarial Value	28	N/A
Department of Social Services - Filings	18	N/A
Continuing-Care Contracts Return of Capital™ Plan (Life Care) Traditional Plan (Life Care) Return of Capital™ Plan (Fee-for-Service)	Ex. C-1 Ex. C-2 Ex. C-3	Entire Entire Entire