THE DOGWOODS @ LONGRIDGE®

120 Long Ridge Road
Stamford, CT 06902

CONTINUING CARE RETIREMENT COMMUNITY

Disclosure Statement

September 2022

SPONSORED BY

JEWISH SENIOR SERVICES
4200 Park Avenue
Bridgeport, Connecticut 06604
(203) 365-6491

EQUAL HOUSING
OPPORTUNITY

NOTICE

The Dogwoods @ Long Ridge® **is registered with the State of Connecticut Department of Social Services pursuant to Sections 17b-520 through 17b-535 of the Connecticut General Statutes.**

Registration with the Department of Social Services does not constitute approval, recommendation or endorsement by the Department or the State of Connecticut, nor does it evidence the accuracy or completeness of the information provided in this Disclosure Statement.

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General Information

This Disclosure Statement is provided pursuant to Connecticut law by TJH Senior Living, LLC d/b/a The Dogwoods @ LongRidge (the ***"Provider"***) to a prospective Resident (the ***"Resident"***) of the Continuing Care Retirement Community that will be known as ***"Dogwoods @ LongRidge"*** (also referred to here as the ***"Community"***). Connecticut law requires the Provider to provide the prospective Resident with a disclosure statement before the initial transfer of funds and before the prospective Resident enters into any agreement with the Provider.

Description

Name, Type of Organization and Business Address

The Provider is a limited liability company organized under the laws of the State of Connecticut. The Provider's sole member is The Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services (***"Jewish Senior Services"***), a not-for-profit corporation organized under Connecticut law and exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. With decades of experience in providing services to the elderly, Jewish Senior Services owns and operates a 9-acre health care complex known as The Jewish Home of Fairfield County located at 4200 Park Avenue in Bridgeport, Connecticut. This campus features one of the largest skilled nursing facilities in the State of Connecticut accepting most forms of insurance, including Medicare and Medicaid. In addition to the skilled nursing facility, Jewish Senior Services offers assisted living, a continuing care at home program known as "Senior Choice at Home®," adult day care, medical and non-medical home care, hospice, physician services, outpatient, sub-acute, and long-term rehabilitation therapy, and the Institute on Aging.

Dogwoods @ LongRidge is currently under development and will be located in Stamford, Connecticut. At this time, the Provider's business address is: 4200 Park Avenue, Bridgeport, Connecticut 06604.

Affiliation

As noted, Jewish Senior Services is the sole member of the Provider. No individual or corporate or private for-profit entity has an ownership interest in the Provider, or in Jewish Senior Services. The Provider will be financially and contractually responsible for the Community and will be responsible for the Community's development and the initial financing. Once the Community is operational, Jewish Senior Services will be responsible for its management. However, neither Jewish Senior Services nor any of its affiliates will be responsible for the financial or contractual obligations of the Provider.

Description of Property

Dogwoods @ Long Ridge will consist of 168 Independent Living Units (***"Residences"***) along with 4 Assisted Living Units, 14 Memory Care Units, and 14 Skilled Nursing Beds (collectively referred to as the ***"Health Center"***). The Community will include approximately 45,000 square feet of community and amenity space, underground garage parking spaces, and related site improvements. The Community is expected to consist of the construction of (i) one four-story building with parking below, containing approximately one hundred thirty-three (133) Residences, plus the Health Center and (ii) two smaller apartment structures containing the remaining thirty-five (35) Residences. The commons and amenity spaces will have several dining venues, including formal dining, outdoor casual dining, and a deli/café; a fitness center with a yoga studio, changing rooms and an indoor pool; a unisex salon; a wellness clinic; a multipurpose room; a top-floor lounge and deck; and various activities rooms and areas.

The project site for the Community is an approximately 15-acre parcel at 210 Long Ridge Road in Stamford, CT. The project site is bounded by the Visions Financial Markets office campus to the south, the Yale New Haven Health System Medical Office Building to the north, the Rippowam River to the west, and Long Ridge Road to the east. The project site is currently undeveloped, consisting primarily of woods. The Provider has contracted to acquire the project site and has obtained zoning approval from the Town of Stamford for the general development plan. The Provider will apply for zoning approval of the site plan and architectural plans once design plans are completed. The anticipated time frame for finalizing the property acquisition is October 2022.

Each Residence will be furnished and equipped with the following items: a selected flooring, refrigerator and freezer with ice maker, range and oven, dishwasher, microwave oven, garbage disposal, washer, dryer, an emergency call system and a telephone/data communications port. Any desired upgrades of furnishings or appliances are required to be paid for by the Resident. Weekly scheduled housekeeping services will be provided, including vacuuming, light housekeeping and laundering and changing of bed linens. Each Residence will be equipped with smoke detectors, a fire sprinkler system and an emergency alert system, which will be continuously monitored.

<u>Life Care Plan</u>

The Provider will offer a life care plan. Under the plan, the resident will make a one-time, partially refundable payment (***"Entrance Fee"***) prior to occupancy and will also pay a separate service fee on a monthly basis (***"Monthly Fee"***). For couples occupying the same unit, a Second Person Entrance Fee and Second Person Monthly Fee will apply.

<u>Benefits/Services Provided</u>

The Residence and Services Agreement, which is attached as Exhibit I, describes the amenities and services that will be provided. Attached as Exhibit II are the anticipated Entrance Fees and Monthly Fees for Community Residences. The Residence and Services Agreement outlines which services and amenities are included in the Monthly Fee as well as those amenities and services available at an additional charge. The Residence and Services Agreement also describes the health-related benefits available. In summary, each Resident will have the right to occupy their Residence for their lifetime. If the Resident requires health care services, the Resident will be able to access licensed home health care, assisted living, home care companion, and other services in the Residence. Alternatively, if the Resident needs to relocate, either temporarily or permanently, for services offered in the Health Center, they will have access to assisted living, memory care and skilled nursing services. If the Resident relocates to the Health Center temporarily, the Resident will continue to pay the Monthly Fee for the Residence and will be responsible for charges related to the Health Center stay. For permanent relocations, Residents will pay an adjusted Month Fee (the ***"Life Care Fee"***).

Board Members and Officers

The Provider's sole member, Jewish Senior Services, is governed by a voluntary Board of Directors. Directors and Officers serve without compensation. No Director or Officer has any equitable or beneficial interest in the Provider. Following is a current list of the Provider's Directors and Officers:

Jon August (**Chairperson**)
Andrew H. Banoff
Jim Bennett
Edward Burger
Moira Colangelo
Cindy Epstein (**Women's Auxiliary**)
Michael Fleischer
Janet Freedman
Ed Friedland
Roy Friedman (**Honorary Director for Life**)
Jay Goldstein
Roslyn Goldstein (**Honorary Director for Life**)
Eric Hendlin
Jennifer Kanfer
Eric Katz
Mitchell Kornblit
Mark A. Lapine (**Honorary Director for Life**)
Marc Levey
Gerald Luterman **(Treasurer)**
Nancy Magida **(Secretary)**
Michael Marcus
Emil Meshberg (**Vice-Chairperson**)
Brian Miles
Jerry Minsky
Renee Noren
Alan Phillips
Jeff Radler
Amy Rich
Hal Rosnick (**Honorary Director for Life**)
Sam Rost (**Men's Club**)
Philip Schaefer
Dr. Scott Serels
William Sims (**Honorary Director for Life**)
Art Spinner
Mandy Stanton
Milton Sutin (**Honorary Director for Life**)
Kenneth I. Wirfel
Martin F. Wolf (**Honorary Director for Life**)
Mike Wolfson

Business Experience

The Provider is a new entity and does not have prior experience owning or operating a continuing care retirement community. However, the Provider's sole member, Jewish Senior Services, has extensive prior experience providing services to the elderly across the continuum of care. Jewish Senior Services operates a 294-bed Skilled Nursing Facility, 18 Assisted Living Apartments, 14 Memory Care Studios, inpatient and outpatient rehabilitation services, home health care, companion services, hospice and other community services, including adult day care, geriatric assessment and physician services. In addition, Jewish Senior Services owns and operates a Continuing Care at Home Program, "Senior Choice at Home®," registered with the Connecticut Department of Social Services and provides continuing care at home for approximately 160 individuals in Connecticut.

The Provider has contracted with Greenbrier Development, LLC (***"Greenbrier Development"***) to provide assistance in developing The Dogwoods @ Long Ridge. Greenbrier Development specializes in providing planning, development, marketing and strategic consulting services related to multiple areas in the senior living and services business. Greenbrier Development currently has a staff of approximately 42 persons, and senior management of Greenbrier Development has more than 150 years of combined experience in senior living development. Greenbrier Development is currently responsible for the development and/or marketing of 25 senior living communities in the United States.

Greenbrier Development has provided strategic consulting services to more than 100 senior living communities and providers since 2006.

Jewish Senior Services and Greenbrier Senior Living, LLC (***"Greenbrier Senior Living"***) will co-manage the Community. The Jewish Senior Services management team consists of Andrew H. Banoff, President and Chief Executive Officer; Larry Condon, Senior Vice President, Administrator; Roger Sliby, Vice President of Finance and Chief Financial Officer; Kara Rodriguez, Vice President, Chief Human Resources Officer; Elizabeth Zicari, Vice President, Community Services and Business Development; and Stacey Bardin, Director of Nursing. Greenbrier Senior Living, formed in 2014, is a full-service management company based in Birmingham, Alabama. A respected leader with more than 150 years combined experience in the senior housing and Continuing Care Retirement Community arena, Greenbrier Senior Living specializes in the operation, management, and marketing of senior living communities throughout the United States. Greenbrier Senior Living management team members are national leaders in the planning, development, marketing, and management of both for profit and nonprofit senior living communities throughout the United States of various sizes, care level mix, and cost structure. Greenbrier Senior Living is an affiliated company of Greenbrier Development.

Judicial Proceedings

Neither the Provider, Jewish Senior Services or any of its officers or directors has ever been convicted of a felony or pleaded nolo contendere to a felony charge or held liable or enjoined in a civil action by final judgment which involved fraud, embezzlement, fraudulent conversion or misappropriation of property or has otherwise been subject to any action described in Section 17b-522(b)(4) of the Connecticut General Statutes. To our knowledge, none of the directors or officers listed above has been subject to any action described in Section 17b-522(b)(4) of the Connecticut General Statutes.

Project Development and Time Frame

Before the Provider can obtain financing for the project and begin construction, the Provider must receive reservation deposits equal to the lesser of ten percent (10%) of the applicable Entrance Fee or $100,000 for at least seventy percent (70%) of the Community's residences.

The Provider has registered the Community with the Connecticut Department of Social Services as a continuing care facility and has begun actively marketing the project to prospective residents. At this time, the Provider is accepting deposits of $1,000 from individuals who wish to be placed on a priority list ("Priority List") to have priority in reserving a specific Residence once detailed architectural designs are completed and approved. The $1,000 deposit will be placed in an escrow account that the Provider intends to establish, before accepting Priority List Deposits, at a bank having a place of business in Connecticut. Interest earned on each $1,000 deposit will accrue to the Provider.

Once the architectural plans are completed and approved, individuals on the Priority List will be given the opportunity first to reserve a Residence; if anyone on the Priority List decides not to proceed, the $1,000 deposit will be refunded without interest. Those who wish to reserve a Residence at the Community can do so by (i) signing a Reservation Agreement, (ii) paying ten percent (10%) of the Entrance Fee ("Reservation Deposit") for that Residence to maintain the reservation (less the $1,000 Priority List payment) and (iii) submitting an application for residency, which will be reviewed based on health and financial criteria for admission. A copy of the Reservation Agreement is attached as Exhibit III. All Reservation Deposits will be deposited and maintained in the escrow account described above. Individuals making Reservation Deposits will have the right to cancel their reservation and receive a full refund of the Reservation Deposit with interest, less a $500 processing fee, at any time.

If the project does not proceed to construction, all Reservation Deposits will be refunded with interest, less a $500 administrative fee. Once construction begins, the Reservation Deposit will remain refundable with interest, less an administrative fee of $500, and will be released to the Provider only when permitted in accordance with applicable law.

When construction is completed and the Residence is ready for occupancy, each reservation holder will be notified about the move-in date. At that time, the Provider will request an updated application and review it to confirm the conditions for residency continue to be met. Before taking occupancy, the prospective resident must sign the Residence and Services Agreement, pay the balance of the Entrance Fee for the Residence and pay the initial Monthly Fee. Any interest earned on the Reservation Deposit will be deducted from the initial Monthly Fee.

The Provider's goal is to secure financing and begin construction in 2025 with the current aim to complete construction in 2027. Given this early stage in project development, these timing estimates are subject to revision.

Program Details

Termination

The grounds under which the Resident and the Provider may terminate the Residence and Services Agreement and the procedures for termination and issuance of refunds, if any, are described in Sections 8 and 9 of the Residence and Services Agreement attached as Exhibit I.

Rights of Surviving Spouse

A surviving spouse, who is a party to the Residence and Services Agreement, maintains all of his or her rights under that Agreement. A surviving spouse who is not a party to the Residence and Services Agreement has any rights he or she may have under applicable law. The refund due under the Residence and Services Agreement will not be paid until the Residence and Services Agreement terminates due to death of the surviving spouse, or for other reason. The surviving spouse will pay the single occupancy Entrance Fee and the Monthly Fee.

Marriage of a Resident

Section 7.3 of the Residency and Services Agreement addresses the situation in which two residents residing in two separate Residences decide to live together, including situations in which the two residents marry. Section 7.4 of the Residency and Services Agreement addresses the situation in which a resident wishes to live in the Residence with a person who is not currently a resident, including someone that the resident marries.

Disposition of Personal Property

When the Residence and Services Agreement is terminated, personal property must be removed from the Residence within thirty (30) days after the termination date. If a resident's personal property is not removed as provided above, the Provider will store the property at the resident's expense for up to six (6) months, after which time the Provider will sell the property and the proceeds (less expenses) will be credited to the resident's account. Payment of the Monthly Fee will continue to be required on a prorated basis until all personal property is removed from the Residence.

Financial Hardship

The Provider has established a policy whereby it will not terminate a Residence and Services Agreement solely due to a Resident's inability to pay the total Monthly Fee. When a Resident establishes facts justifying the need for financial assistance as determined by the Provider in its sole discretion, the Provider will advance funds to help the Resident pay his/her Monthly Fee. If such advances exceed the refundable portion, if any, of the Entrance Fee, the Provider may waive some or all of the Resident's Monthly Fee if the Resident has not intentionally depleted assets needed to pay his/her Monthly Fee.

Disposition of Interest on Entrance Fees or Other Deposits Held in Escrow

As noted above, interest earned on Reservation Deposits will accrue to the benefit of the individual holding the Reservation Deposit and any interest earned will be credited toward the initial Monthly Fee payment. Once the Residence and Services Agreement is signed and the Entrance Fee balance paid, interest will accrue to the Provider's benefit. Any refunds due to the resident upon termination of the Residence and Services Agreement will not include interest earned.

Tax Consequences

Payment of an Entrance Fee or other transfer of assets pursuant to a continuing care contract may have significant tax consequences. Any person considering such a payment or transfer may wish to consult a qualified advisor.

Financial Information

Entrance Fees

Entrance and Monthly Fees for the Community have not yet been established, since the Community is in the early stages of design development. The Community will offer a broad range of one-, two- and three-bedroom units. Pricing for specific unit types will be made available and attached as Exhibit II before Reservation Deposits are required.

Pro Forma Cash Flow Statements

The pro forma cash flow statements (including assumptions and projections) for the next three years are attached as Exhibit IV.

Financial Statements of The Jewish Home of Fairfield County, Inc.

The latest available audited annual financial statements for The Jewish Home for the Elderly of Fairfield County, Inc. are attached as Exhibit V.

Statement of Anticipated Source and Application of Funds to be Used for Purchase and Construction of Community

The current Statement of Anticipated Source and Application of Funds related to purchase of the real property where the Community will be located and construction of the Community, is attached as Exhibit VI.

Reserve Funding and Escrows

The Provider will maintain escrow accounts with a bank or make substitute reserve arrangements permitted by law once its obligation to do so begins. By law, the Provider will need to cover one month of the Provider's operating expenses (excluding debt service) and six months' principal and interest payments on any first mortgage financing.

Deposits received from prospective residents will also be held in an escrow account at a bank with a place of business in Connecticut until the deposits are permitted to be released in accordance with applicable law. Once the escrow account is established, this Disclosure Statement will be updated to identify the bank that will serve as escrow agent and to include a copy of the sworn statement of the escrow agent for the Entrance Fee escrow account, confirming the account has been established and is currently maintained (to be inserted at Exhibit VII).

DOCUMENTS FILED WITH THE CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

The Provider has filed all materials required to be filed with the Connecticut Department of Social Services. These materials include:

1. A current Disclosure Statement.

2. An index identifying the location of information required by law.

All documents filed will be a matter of public record and may be viewed at the Department's Offices located at 55 Farmington Avenue, Hartford, CT 06105 or on the Department's website at: Continuing Care Facility Reimbursement--Disclosure Statements (ct.gov).

RESIDENT ACKNOWLEDGMENT

Pursuant to Connecticut General Statutes §17b-522(a) The Dogwoods @ LongRidge hereby advises you that:

(1) A CONTINUING-CARE CONTRACT IS A FINANCIAL INVESTMENT AND YOUR INVESTMENT MAY BE AT RISK;

(2) THE OWNER'S ABILITY TO MEET ITS CONTRACTUAL OBLIGATIONS UNDER SUCH CONTRACT DEPENDS ON ITS 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; AND

(4) THE CONNECTICUT DEPARTMENT OF SOCIAL SERVICES DOES NOT GUARANTEE THE SECURITY OF YOUR INVESTMENT.

I acknowledge that I have read the above statement and have received a copy of the Disclosure Statement.

Date	Resident
Date	Resident
Date	Legal Representative (If applicable)

EXHIBIT I

THE DOGWOODS @ LONG RIDGE

CONTINUING CARE RETIREMENT COMMUNITY

SPONSORED BY

JEWISH SENIOR SERVICES

RESIDENCE AND SERVICES AGREEMENT

TJH SENIOR LIVING, LLC D/B/A
THE DOGWOODS @ LONG RIDGE

RESIDENCE AND SERVICES AGREEMENT

(90% Repayment Option)

EQUAL HOUSING
OPPORTUNITY

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RESIDENCE AND SERVICES AGREEMENT

(Standard 90% Repayment Option)

This Residence and Services Agreement (this ***"Agreement"***) is effective as of _________________ 20__, (the ***"Effective Date"***) by and between TJH Senior Living, LLC, d/b/a The Dogwoods® @ Long Ridge, (the ***"Provider"***) and ____ ____ (**"you" or "Resident"**). (If more than one person is signing this Agreement, these terms refer to each of you individually, and to both of you together, and the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires).

RECITALS

A. Provider owns and operates a Life Plan Community known as The Dogwoods @ Long Ridge located at 210 Long Ridge Road, Stamford, CT 06902 (***"The Dogwoods"***). Provider offers residency, care and services at The Dogwoods to people aged 62 and older. The Dogwoods welcomes all eligible people and affords equal treatment and access to services regardless of sex, race, color, religion, national origin, disability, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

B. Provider is a limited liability company whose sole member is Jewish Home for the Elderly, Inc. d/b/a Jewish Senior Services, a nonstock corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

C. You have applied for residency at The Dogwoods and Provider has approved your application. The purpose of this Agreement is to provide a statement of the services that Provider will furnish to you at The Dogwoods and other legal obligations Provider will assume for the duration of your life. This Agreement also explains your rights and legal obligations to Provider.

1. ACCOMMODATIONS AT THE DOGWOODS

In consideration of the Entrance Fee, Monthly Fee and other fees payable by you under this Agreement, as defined in Section 5, Provider will provide you with the following accommodations and services at The Dogwoods for the rest of your life, subject to the terms and conditions of this Agreement, including the cancellation and termination provisions:

1.1. Your Residence

You have selected Residence #____ in which to live (your ***"Residence"***). You will have a personal and non-assignable right to live in your Residence, subject to the terms of this Agreement and the Resident Handbook, as amended from time to time, at Provider's discretion.

1.2. Furnishings

Your Residence will include selected flooring, refrigerator and freezer with ice maker, range and oven, dishwasher, microwave oven, garbage disposal, washer, dryer, an emergency call system and a telephone/data communications port.

1.3. Utilities

Provider will pay for your water, sewer, trash collection, recycling, natural gas, basic cable, wireless internet access, property taxes and electricity. You will be responsible for paying for all other utilities and service charges. Premium cable, wireless telephone, and long-distance telephone service will be your responsibility.

1.4. Alterations

You may make alterations, additions, or modifications to your Residence, provided that (1) you obtain the prior written approval of Provider to make the specific alterations, additions, or modifications; (2) you agree to use a contractor approved by Provider; and (3) you assume sole financial responsibility for these changes. All such changes must be in compliance with applicable safety and government codes and regulations. You or your estate will be responsible for restoring your Residence to its original condition unless Provider exempts you in writing from this requirement. See Section 5.5 regarding the treatment of any fees you pay to upgrade your Residence.

2. COMMON SPACES

You will be entitled to share with all other residents the use of the grounds and common spaces at The Dogwoods subject to the guidelines outlined in the Resident Handbook, which may be modified from time to time (see Section 10.4). Common areas to be available to residents include space for dining, lounges, meeting rooms, wellness/fitness center, a swimming pool, and other common spaces provided at The Dogwoods. These common spaces may change during your time of residence at The Dogwoods. In order to be responsive to resident wishes or for purposes of redevelopment, refurbishment, reorganization, demolition and reconstruction, Provider may elect in the future to eliminate, modify or expand common facilities at The Dogwoods.

3. SERVICES

The following services will be provided to you by Provider. Unless otherwise specified, these services are covered by your Monthly Fee.

3.1. Meals

a. ***Dining***. Provider will make available a flexible dining program. Three nutritionally balanced meals per day will be offered at The Dogwoods. Your Monthly Fee includes a monthly dining credit that is equivalent to the dollar value of one standard meal each day. You may use the monthly dining credit throughout the month to purchase any meal at your discretion. Dining credits must be used in the month of issue and may not be carried over into later months. There is a charge if your meal purchases exceed the monthly dining credit. There is no credit for missed meals, except as provided in Section 5.6. Provider will accommodate, for an extra charge, reasonable special diets that are prescribed by your health care professional as a medical necessity and approved by Provider.

b. ***Meal Delivery***. Provider will provide limited meal delivery to your Residence during a temporary illness or during a period of an infectious disease outbreak at no charge, when approved by the Executive Director or designee at The Dogwoods. In all other circumstances, there will be an extra charge.

c. ***Guests***. You are encouraged and may invite guests to any meal. Guest meals may be purchased by you or your guests and billed to you as an additional charge on your Monthly Fee invoice. You may use your monthly dining credit to purchase guest meals.

3.2. Housekeeping

You agree to maintain your Residence in a clean and sanitary condition. Provider will provide scheduled standard housekeeping services to your Residence as described in the Resident Handbook (see Section 10.4). Additional housekeeping services beyond the scheduled standard services are available for an additional fee.

3.3. Laundry

Provider will provide scheduled standard laundry services for your bed and bath linens as described in the Resident Handbook (see Section 10.4). Your Residence will be equipped with a washer and dryer. Additional laundry services beyond the scheduled standard services may be available to you for an additional fee.

3.4. Maintenance and Repairs

Provider will perform maintenance of buildings and grounds, including routine maintenance and repairs of your Residence and appliances. Your Monthly Fee does not include the cost of maintenance and repairs of your Residence made necessary by carelessness or negligence beyond ordinary wear and tear, and those costs, if any, will be charged separately. You are responsible for maintaining or arranging for the maintenance and repair of your personal property.

3.5. Activities

Provider will make available various planned social and recreational activities both at and away from The Dogwoods. Provider will coordinate a variety of social, recreational, educational, and cultural programs for those residents wishing to participate. Specific programs will be based on residents' interest. Residents will also have the opportunity to organize other programs and events. You are encouraged and welcome to participate in such activities as you desire. There may be an additional charge for some of these activities.

3.6. Community Areas

A variety of common areas and amenities at The Dogwoods are available for use by residents. Use of some amenities, such as the beauty salon and spa, require reservations and will involve an extra charge. Provider may modify the availability and configuration of facilities and amenities from time to time.

3.7. Transportation

Your Monthly Fee includes scheduled transportation services to local destinations as determined by Provider and transportation to your appointments with professionals offering medical, dental, and other health care services within the local area and within designated times. Transportation services outside the scheduled times and routes will involve an additional fee.

3.8. Parking

Parking is available at The Dogwoods for an additional fee, unless your Residence includes a parking space. Provider's Parking Policy is described in the Resident Handbook (see Section 10.4). You must have a valid driver's license, insurance, and a currently registered and operational automobile. Your use of a parking space at The Dogwoods is personal, and you may not transfer, lease, or assign your parking space. Provider may make additional parking spaces available for an extra one-time fee and/or additional monthly fee, space permitting. Recreational vehicle parking will not be available.

3.9. Guests

Provider must approve any guest who stays with you in your Residence for more than seven (7) consecutive days. Charges for guest meals, services and accommodations are set forth in **Appendix A**. Guests may not stay in your Residence when you are not present, unless you obtain prior written approval from Provider. In no case may any guest stay exceed thirty (30) days in a calendar year without prior approval of the Executive Director. From time to time, subject to availability, Provider may offer guest rooms at The Dogwoods for an additional charge. Private duty aides are not considered guests and are not entitled to the same privileges as guests. (<u>See</u> Section 4.7 regarding private duty aides.)

3.10. <u>Services Available at Additional Charge</u>

Services not specified in this Agreement may be made available, at the discretion of Provider, at an extra charge. A current schedule of optional service fees is attached as **Appendix A**.

3.11. <u>Change in Scope and Frequency of Services</u>

Provider will strive to be responsive to the needs and desires of residents concerning the scope and frequency of services provided at The Dogwoods, including determining which services should be included in the Monthly Fee and which services should require an additional charge. Accordingly, Provider may make changes in the scope or frequency of services, including optional services, available at The Dogwoods or in the scope or frequency of services included in the Monthly Fee upon thirty (30) days' advance written notice.

4. <u>HEALTH CARE</u>

4.1. <u>Observation</u>

Provider will remain generally aware of your health status to respond to your dietary, social, and special service needs. You agree to keep Provider informed of any changes in your health status.

4.2. <u>Assisted Living and Memory Care</u>

If you need assistance with activities of daily living such as bathing, dressing, and medication management, including administration of medications, Provider will provide you with these services for an additional fee in your Residence. If you need memory care, or a level of assisted living that Provider determines is not appropriately delivered in your Residence, you will be granted priority access to the Assisted Living or Memory Care residences over residents of The Dogwoods who do not have a Residence and Services Agreement with Provider and those individuals who do not reside at The Dogwoods. If there are no Assisted Living or Memory Care residences available or your needs exceed the level of care that can be provided in Assisted Living or Memory Care, you will have priority access to be transferred to the Jewish Senior Services Bridgeport campus (***"JSS Bridgeport"***). If your needs exceed the level of care offered at JSS Bridgeport, or if there are no residences available, you will be transferred to a nearby outside facility of your choice. See Sections 7.6 and 7.7 below regarding additional financial terms when you receive temporary assisted living either in your Residence or in an Assisted Living residence, memory care in a Memory Care residence, or are permanently relocated to a designated Assisted Living or Memory Care residence.

4.3. Skilled Nursing Care

If you need skilled nursing care, you will be granted priority access to The Dogwoods skilled nursing residences (***"Skilled Nursing Residences"***) over residents of The Dogwoods who do not have a Residence and Services Agreement with the Provider and those individuals who do not reside at The Dogwoods. If there are no Skilled Nursing Residences available or your needs exceed the level of care that can be provided, you will have priority access to be transferred to JSS Bridgeport if Provider determines that your admission to JSS Bridgeport is appropriate. If your needs exceed the level of care offered at JSS Bridgeport, or if there are no Skilled Nursing Residences available, you will be transferred to a nearby outside facility of your choice. If Provider determines that your relocation to the Skilled Nursing Residence is temporary, your Residence will remain available to you, and you must continue to pay your full Monthly Fee in addition to the daily rate for services that you receive at the skilled nursing facility. See Sections 7.6 and 7.7 below regarding additional financial terms when you receive temporary skilled nursing care or permanently relocate for health reasons.

4.4. Level of Care Determinations and Interdisciplinary Team

All decisions regarding your care needs, the appropriate level of care, the appropriate location for the provision of such care, and whether your relocation from your Residence is temporary or permanent will be assessed at the reasonable discretion of the Executive Director, in consultation with you, the interdisciplinary team, your physician or physician extender (e.g. licensed advance practice registered nurse or physician's assistant), and your representative, if any. Provider will update your assessment annually, or as necessary to reflect a significant change in your condition, or to keep the assessment accurate.

4.5. Medical Insurance, Medicare and Supplemental Coverage

If you are sixty-five (65) years of age or older, you will obtain and maintain in force at your cost Medicare Part A, Part B and Part D, or equivalent insurance coverage under a public or private insurance plan, including but not limited to Medicare Part C. In addition, you agree that before you move into the Residence, you will obtain and thereafter maintain a supplemental insurance policy if required in order to pay Medicare co-insurance and deductible amounts. If you are less than sixty-five (65) years of age, you will obtain medical insurance coverage equivalent to the coverage described in this Section satisfactory to us and provide proof of coverage we may request. Any amounts paid or owing to you from Medicare, federal, state, municipal, private, or supplemental insurance plans for services rendered to you by us shall be paid to us. You will seek diligently to obtain all reimbursements, payments, proceeds or other benefits available under such plans or programs and authorize us to take such action as may be required to obtain and recover same.

4.6. Physician Services

You are responsible for engaging and paying for the services of physicians or other health care providers. This Agreement does not cover physician services.

4.7. Private Duty Aides

You may generally employ private duty aides at your cost provided that you require your private duty aides to agree in writing to comply with Provider's private duty aide policies and provided any private duty aides that you employ actually comply with such policies. For a copy of the Provider's private duty aide policies, please contact the Executive Director.

4.8. Emergency Care

In the event Provider becomes aware of an emergency, a staff member will respond and contact "911" emergency services. Provider will attempt to contact your physician, but if this is not practical, Provider may arrange for your emergency admittance to a local hospital, or take any other action that is deemed appropriate under the circumstances. In any case, you have the right to call 911 in an emergency.

4.9. Excluded and Non-Covered Services

The following are examples of services that are not included in your Monthly Fee and are not part of Provider's obligations under this Agreement:

(1) care provided by individuals such as physicians, physician extenders such as advance practice registered nurses or physician assistants, private duty caregivers, chiropractors, dentists, optometrists, podiatrists, osteopaths, homeopaths, naturopaths, or faith healers;

(2) ancillary supplies and services (such as prescriptions, drugs, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic and prosthetic appliances, bandages, oxygen, respiratory equipment and personal hygiene products);

(3) durable medical equipment;

(4) home care or home health care services, private duty aide services, and rehabilitation services;

(5) hospital care and other acute care;

(6) care that Provider is not licensed or equipped to provide or does not routinely provide;

(8) any services or supplies that Provider determines, in its reasonable discretion, are not medically necessary;

(9) cosmetic surgery or related cosmetic services or products;

(10) experimental treatments;

(11) organ transplants;

(12) medical techniques not approved by the American Medical Association;

(13) psychiatric or psychological care or services, including, without limitation, treatment of mental illness, behavioral or emotional disorders, nervous disorders, alcoholism, drug addiction, or chronic substance abuse; and

(14) emergency medical care not covered under this Section.

5. **FEES**

5.1. **Processing Fee**

You have already paid a ____ dollar ($_________) Processing Fee to cover the administrative costs of processing your application for residence at The Dogwoods. The Processing Fee is not refundable and not applicable toward your required Entrance Fee or Monthly Fees.

5.2. **Entrance Fee**

The total Entrance Fee for your Residence (*the* ***"Entrance Fee"***) is __________ ______________dollars ($_____). The first-person component of the Entrance Fee for your Residence at The Dogwoods is _________________________ ________________________dollars ($___________) (***"First Person Entrance Fee"***). If applicable, the second person component of the Entrance Fee for your Residence (***"Second Person Entrance Fee"***) is ____ ____ dollars ($___________). The deposit paid to reserve your Residence at The Dogwoods was _______________________________ dollars ($______) (the ***"Reservation Deposit"***). This Reservation Deposit will be applied to your Entrance Fee balance. The remaining Entrance Fee amount due, following application of your Reservation Deposit, is ____ dollars ($__________). The Entrance Fee is payable by check or wire transfer and is due upon entering into this Agreement. Any refund or repayment of your Entrance Fee will be governed by Sections 8 and 9 below.

5.3. **Monthly Fee**

a. ***Amount***. You will pay a monthly fee for your Residence. The monthly fee applicable to single occupancy of your Residence, described in Section 1.1 is currently

______________________________ dollars ($_____________) (***"First Person Monthly Fee"***). If your Residence is jointly occupied, you will pay a second person monthly fee of ______________________________ dollars ($__________) (***"Second Person Monthly Fee"***) in addition to the First Person Monthly Fee, and therefore your total monthly fee is currently ______________________________________ dollars ($_____________) (***"Monthly Fee"***). Provider may adjust the Monthly Fee for single or double occupancy in accordance with Section 5.3.c below.

b. ***Payment Procedures***. You will begin paying your initial Monthly Fee on the date you sign this Agreement, unless otherwise agreed to in writing by Provider. Thereafter, you will be obligated to make payment to Provider by the fifth (5th) day of the month for which the fee is due. You will be billed by Provider for the Monthly Fee for the next month's care, services and accommodations at least fourteen (14) days in advance of the due date. Autopay will be made available. Provider may charge interest at a predetermined rate, plus a late charge covering its administrative costs, on all accounts not current by the fifth (5th) day of each month. The amounts and basis for imposing late payment charges and accrued interest on delinquent payments will appear on your monthly statement.

c. ***Adjustments.*** Provider may, at its discretion, adjust your Monthly Fee upon giving you thirty (30) days' advance written notice. Adjustments to the Monthly Fee will typically occur on an annual basis at the beginning of Provider's fiscal year, but Provider reserves the right to make other adjustments as may be necessary. Adjustments will be calculated based on Provider's projected costs, prior year per capita costs and economic indicators. Such factors may include, lender requirements and statutory compliance, capital expenditures, administration and staffing costs and fees, future operating expenses, cost of providing services, facilities, and amenities, costs of improvements, remodeling and replacement of the buildings and furniture, fixtures and equipment, marketing expenses, working capital, debt service, cost of contracted services, actuarial considerations, state and federal regulations, and changes in contract services or other costs. No notice will be required if a fee change results from a change in the optional services you request or require.

5.4. Fees For Optional Services

You will be billed for optional services either at the time they are rendered or at the time you are billed for the Monthly Fee. The payment and adjustment procedures are the same as for the Monthly Fee described in Section 5.3 above. A current schedule of charges for optional services is attached to this Agreement as **Appendix A**.

5.5. Upgrade Fees

You have paid ____ dollars ($__________) for upgrades to your Residence. If this Agreement is cancelled or terminated by Provider before your occupancy date, such fees may be refundable on the terms described in Section 9.6.

5.6. Absence from The Dogwoods

If you are absent from The Dogwoods for any reason, you will be entitled to a meal credit toward your Monthly Fee, provided you give Provider fifteen (15) days' advance written notice of such absence, and such absence exceeds fourteen (14) consecutive days. The credit amount will be determined by Provider. For health-related absences, no prior notice is required.

6. DEFAULT AND POSSIBLE FINANCIAL ASSISTANCE

6.1. Termination for Failure to Make Payments

You will be required to make all payments due to Provider in a timely manner and otherwise to take care of your personal financial obligations. Your failure to pay any fees due under this Agreement may result in termination of this Agreement as described in Section 8.4.

6.2. If You Encounter Financial Difficulty

a. If you encounter financial difficulty that challenges your ability to pay your Monthly Fees and other charges, Provider will not automatically terminate this Agreement, if you meet the criteria for assistance described in Section 6.2.b. If you suffer a material adverse change in your finances, you agree to notify Provider immediately. You also agree to explore the availability of local, state and federal assistance and other public assistance programs and to apply for such assistance as soon as you become eligible. You further agree to provide any financial statements Provider reasonably requests documenting your financial activity in previous years.

b. If you are still unable to pay your Monthly Fees and other charges after applying for and obtaining all available public assistance for which you are eligible, you may seek assistance from Provider, based on your ability to pay. Subject to Section 6.2.c., Provider may provide you with assistance if: (a) you prove that you have exhausted all efforts to receive other assistance, as described above; (b) you demonstrate an inability to pay your usual fees and charges; (c) you have not divested or wasted your assets to qualify for assistance; and (d) the deferral of such charges can, in the sole discretion of Provider, be granted without impairing Provider's ability to operate on a sound financial basis.

c. Provider will have no obligation to give you any financial assistance if you: (a) have impaired your ability to meet your financial obligations under this Agreement by transferring your assets for less than their fair market value (e.g., by making gifts, bargain sales, bequests, donations, or other similar transfers); (b) encumber your assets or otherwise dilute their value; or (c) inappropriately spend your assets (e.g., by spending down or irresponsible expenditure) before or after you are accepted for residency at The Dogwoods, which, in the reasonable judgment of Provider, impairs your ability to pay all charges you may foreseeably incur while residing at The Dogwoods. You understand and agree that any deferral or subsidization of your Monthly Fees or other charges under this Section 6 may be treated as a loan from Provider to you. All such deferred and subsidized charges, plus interest, will be an additional charge that you owe Provider, will be a first lien against your estate, and will be deducted from any refund or repayment that Provider may owe you or your estate following termination of this Agreement.

d. As part of any alternative payment arrangement, you will be required to execute any instruments (including promissory notes, assignments and deeds of trust) that Provider deems necessary to evidence or secure its claim for repayments of any sums due under this Section.

e. You may be required to move to a smaller residence at The Dogwoods.

f. You will be required to give Provider information about your financial condition, as described in Section 11.2, as a condition of receiving any financial assistance.

7. RELOCATION

7.1. Relocation of Residence

a. ***Substitution of Residence by Provider.*** Provider reserves the right to substitute your Residence with another comparable residence if it is necessary to do so to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official. Provider will provide you with thirty (30) days' written notice before substituting your Residence, unless you agree to the request for a change, or it is necessary due to an emergency.

b. ***Resident Requests to Relocate***. Resident(s) may request to relocate from one residence to another, subject to the terms of this Agreement, in accordance with the guidelines established by Provider. If you request a move to a more expensive residence, you will be required to pay to Provider the difference between the Entrance Fees for the old and new residence at the time of your move to the new residence. You will also be required to pay the monthly fee for the residence into which you are moving beginning on the date of your move. If you request to move to a less expensive residence, there will be no refund of the difference between the Entrance Fee for the old and new residence at the time of your move to the new residence. However, you will benefit from the lower monthly fee for the residence into which you are moving beginning on the date of your move. If you move to a new accommodation of identical value as of the date you moved into your old residence, you will not be charged an additional Entrance Fee or be refunded any portion of your Entrance Fee. You will be responsible for all your own moving charges.

7.2. Temporary Relocation

Provider reserves the right to temporarily relocate you to another residence in the event The Dogwoods undergoes a major repair, or renovation that affects your Residence.

7.3. Joint Occupancy by Residents

If you and another resident, residing in two separate Residences, decide to live together, you may release either of your Residences and live in the other Residence, or you may release both of your Residences and move into a new residence subject to availability. There will be no additional Entrance Fee charge if you move in with another resident. Both of you will continue under your respective current Residence and Services Agreements unless otherwise agreed to by you and Provider, and the Resident who has moved out of his or her Residence will receive a refund, if applicable, in accordance with Section 9. If both of you move to a new residence, you will not be charged an additional Entrance Fee for the new residence unless the Entrance Fee for the new residence is greater than the sum of the Entrance Fees for residences comparable to your Residences at the time of relocation, in which case you will pay the difference. Regardless of the relative values of your current and new residence, there will be no refund of your original Entrance Fee, or any portion thereof, at the time of relocation. Both of you will continue under your current Residence and Services Agreements unless otherwise agreed to by you and Provider, and you will receive a refund, if any, of your Entrance Fee, including any additional Entrance Fee you paid when you moved to the new residence, in accordance with Section 9. Whether you move in with another resident or both of you move to a new residence, you and your joint occupant will pay the Monthly Fee plus the Second Person Monthly Fee for your new residence. In addition, both of you will sign an amendment to this Agreement that states that one or both of you have elected to live in a different residence and that identifies the residence and the Entrance Fee and the Monthly Fee and Second Person Monthly Fee for that residence. You will be responsible for your own moving and refurbishing costs.

7.4. Joint Occupancy by Resident and Non-Resident

If you wish to live in your Residence with a person who is not currently a resident at The Dogwoods (the "non-resident"), including situations in which you marry a non-resident, the non-resident must follow the standard application procedures for acceptance to The Dogwoods, including payment of the Processing Fee. If the application is approved, Provider will, in its sole discretion, determine the terms and conditions of acceptance to The Dogwoods, including the type of Residence and Services Agreement to be executed and the payment of an additional

Entrance Fee. Your right to terminate this Agreement and your entitlement to any refund is subject to the terms and conditions provided in Section 9 below.

7.5. Voluntary Relocation of One Joint Resident

If you jointly occupy your Residence, and you wish to live apart for any reason, including divorce or separation, either of you will be entitled to relocate from your Residence to a different residence at the appropriate level of care, if available. Provider will determine the terms and conditions of the permitted relocation, including any credit due and payment of an additional Entrance Fee, that will apply to the release of your old Residence and occupancy by you of your new Residences.

7.6. Temporary Relocation for Health Reasons

If you require temporary care outside of your Residence, you may retain your Residence during your absence. In that case, you will be obligated to pay your full regular Monthly Fee; the applicable daily fee for services provided by the location in the Health Center where you are receiving care and any other applicable charges. If you occupy your Residence with another Resident who is covered under this Agreement and one of you is temporarily transferred outside your Residence, the remaining Resident may continue to occupy your Residence. In that case, both of you will continue to pay your normal Monthly Fee and the transferred resident will pay the applicable daily fee for services provided by the location in the Health Center where he/she is receiving care plus other applicable charges.

7.7. Permanent Relocation for Health Reasons

a. ***Relocation of Single Occupant.*** If you occupy your Residence by yourself and you require permanent care outside your Residence, you will be required to vacate your Residence within thirty (30) days after the Executive Director gives you notice that you require such permanent care. If you do not vacate your Residence within the 30-day time frame, you will pay double your Monthly Fee on a pro rata basis, starting on the 31st day after the date we notify you of the need to permanently relocate until the date that your Residence is vacated. If you transfer to the Health Center, your Monthly Fee will be adjusted to the fee that the Provider has determined will apply to transfers to the Health Center (***"Life Care Fee"***). If necessary, you will also pay the Provider's costs of storage of your furniture. Even in the event of a permanent relocation to the Health Center, this Agreement will remain in effect until you or Provider terminate it under Section 8. If you permanently relocate outside The Dogwoods, Provider may terminate this Agreement in accordance with Section 8.4.

b. ***Relocation of One Joint Occupant.*** If you occupy your Residence with another Resident and one of you requires permanent care outside your Residence, the Resident requiring care will relocate to the Health Center, or an outside facility, as appropriate. In that case, the remaining person will continue to pay the single person Monthly Fee for your Residence and the transferred resident will pay the Life Care Fee.

c. ***Relocation of Both Joint Occupants.*** If you occupy your Residence with another Resident and both of you require permanent care outside your Residence, you will be required to vacate and remove your possessions from your Residence within thirty (30) days after the Executive Director gives you notice that the second Resident requires permanent care. If you do not vacate your Residence within the 30-day time frame, you will pay double your Monthly Fee on a pro rata basis, starting on the 31st day after the date we notify you of the need to permanently relocate until the date that your Residence is vacated. You will pay Provider the double Monthly Fee until your Residence is vacated. If necessary, you will also pay the costs of storage of your furniture. If you transfer to the Health Center, you will each pay the Life Care Fee. If either or both of you relocate to a care center outside The Dogwoods other than JSS Bridgeport, the Provider may terminate this Agreement with respect to the relocated Resident(s) in accordance with Section 8.4.

7.8. <u>Grounds for Relocation</u>

Provider may relocate you to the Health Center or an outside facility, as appropriate. In making this decision, Provider will consult with you and your health care representative, if applicable, as well as your physician and will take into consideration the appropriateness and necessity of the relocation, as well as the goal of promoting resident independence.

7.9. Temporary or Permanent Relocations

The provisions in Section 7.6 or Section 7.7 will apply to your move, depending upon whether your relocation is temporary or permanent. Your relocation will be deemed permanent if Provider determines it is not feasible for you to resume living in your Residence.

7.10. Recovery

If, after your permanent relocation from and release of your Residence, your health improves so that you are able to return to residential living, Provider will offer you the next available comparable residence. You will pay the current Monthly Fee for the new residence. You will be responsible for your own moving costs.

8. TERMINATION

8.1. Right of Rescission Period

If prior to assuming occupancy you change your mind and you give us written notice of cancellation by registered or certified mail within thirty (30) days following the date this Agreement is executed by you (the ***"Rescission Period"***), this Agreement will be automatically cancelled. In such event, we will refund to you, within sixty (60) days of your notice, all money transferred to us, without interest, less: (i) a $500 processing fee and (ii) any additional costs that we incur due to modifications in the structure or furnishings of the Residence that are made at your request. You shall not be required to move into the Community before expiration of the Rescission Period. However, should you occupy the Residence during the Rescission Period, any money transferred to us will be refunded in full within sixty (60) days of your notice, without interest, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period of time you actually occupied the Residence and any nonstandard costs incurred by us at your request as described in any addendum hereto. If you move into the Community and then cancel prior to the expiration of your right of rescission period, you must vacate the Residence within sixty (60) days after we receive your cancellation notice.

8.2. Automatic Cancellation Prior to Occupancy

If, after the Rescission Period, you are precluded from initially occupying your Residence due to death, illness, injury or incapacity, upon written notice to this effect to us by registered or certified mail, the Agreement shall be canceled automatically, and you, your legal representative or estate, as applicable, shall receive a refund of all money transferred to us, without interest, less: (i) a $500 processing fee and (ii) any additional costs that we incur due to modifications in the structure or furnishings of the Residence that are made at your request. Any refund to which you are entitled shall be made within sixty (60) days of our receipt of the notice of cancellation. We reserve the right to request a statement from your physician if the cancellation is due to illness, injury or incapacity.

8.3. Other Termination By Resident After Rescission Period

You may terminate this Agreement at any time after the Rescission Period for any reason by giving Provider one-hundred twenty (120) days' written notice. If you already occupy the Residence when you give such notice, you will pay all applicable fees and charges until the expiration of such one-hundred twenty (120) day period or you vacate your Residence, whichever is later. Your refund will be paid in accordance with Section 9 of this Agreement.

8.4. Termination by Provider After Rescission Period

Provider may terminate this Agreement at any time after the Rescission Period, for good cause, by giving you one-hundred twenty (120) days' written notice. Good cause shall include, but not be limited to, the following:

a. Your failure to perform your obligations under this Agreement, including your obligation to pay the full Monthly Fee and other charges on a timely basis;

b. Your or your guest's failure to abide by the guidelines of Provider, as contained in the Resident Handbook (see Section 10.4), as it now exists or may later be amended, or as otherwise communicated to you;

c. Your or your guest's creation of a disturbance within The Dogwoods or conduct that is disruptive or detrimental to others' health, safety or peaceful enjoyment of The Dogwoods or that interferes with the functioning of staff;

d. Omissions or misstatements in your Application for Residency Form or any other application documents filed with or verbal representations made to Provider;

e. Any material transfer of your assets or income for less than fair market value or material gifts made without prior approval from Provider;

f. Your failure to disclose information about your financial condition after being asked to do so; or

g. Your permanent relocation (for dual occupancies, the permanent relocation of both of you) from the premises of The Dogwoods.

Your Refund will be paid in accordance with Section 9 of this Agreement.

9. REFUNDS

You may be entitled to a refund or repayment of amounts paid to Provider in accordance with the following:

9.1. Rescission Period and Automatic Cancellation

The refund shall be paid as set forth in Sections 8.1 or 8.2, as applicable.

9.2. Termination After Rescission Period

If you terminate this Agreement pursuant to Section 8.3, at any time after the Rescission Period, or if we terminate this Agreement for good cause at any time after the Rescission Period in accordance with Paragraph 8.4, the Agreement will terminate on the effective date of cancellation set forth in Sections 8.3 or 8.4 as applicable. You will be entitled to a ninety percent (90%) refund of the Entrance Fee paid, inclusive of the Second Person Entrance Fee, (***"Entrance Fee Refund"***) without interest. You agree that we have the right to offset against the Entrance

Fee Refund any unpaid Monthly Fees and other applicable charges owed by you as set forth in Section 9.3.

9.3. Payment of Entrance Fee Refund

We will pay the Entrance Fee Refund to you, or your estate if applicable, without interest. We will deduct from the Entrance Fee Refund (a) all unpaid fees and charges due under this Agreement, including any costs that we incurred at your request and unreimbursed Health Center charges advanced on your behalf and (b) the cost of replacement or repair of property that is damaged beyond normal wear and tear. The Entrance Fee Refund adjusted by such amounts set forth above will be paid within sixty (60) days following the receipt of proceeds of the next entrance fees received by Provider for any comparable residential unit. If there is more than one Entrance Fee Refund payable by the Community for comparable residential units, such payments shall be made in chronological order based on the date of receipt of your notice of cancellation, the date of our notice of cancellation, or the date of cancellation of this Agreement as the result of your death (or if there are two of you, the death of the surviving Resident). Notwithstanding the foregoing and in accordance with Connecticut law, we will pay your Entrance Fee Refund no later than the third anniversary of the date this Agreement is terminated.

9.4. Effect of Double Occupancy on Refunds or Repayments

If you share your Residence with another person, no refund will be paid upon the withdrawal, termination, or death of the first Resident. If the remaining Resident elects to remain in the same Residence or in the Health Center, any refund due to the terminating Resident will be transferred to the Entrance Fee account of the remaining Resident. No cash refund will be made upon the first Resident’s termination.

9.5. Residence Upgrade Fees

If you cancel or terminate this Agreement before your occupancy date and we have made alterations, additions of modifications at your request, we will deduct from your Entrance Fee Refund any additional costs that we incur for such alternations, modifications or additions at your request. You shall not be entitled to any refund or repayment of such payments when you cancel or terminate this Agreement after occupancy, and Provider reserves the right, on a case by case basis, to require payment from you to restore the Residence to its prior condition.

10. RESIDENTS' RIGHTS LIMITED

10.1. No Real Property or Trust Interest

This Agreement entitles you to occupy your Residence and to obtain the services specified in this Agreement. You will have no estate, leasehold, or other real property interest in your Residence or in The Dogwoods or any ownership interest in Provider. This Agreement shall not be construed to be a lease or confer any rights of tenancy or ownership to you. You may not lease your Residence to any other person or allow any person to occupy it in your place. All fees paid by you to Provider, including Entrance Fees, shall become the sole property of Provider and Provider has no fiduciary duty to you regarding the use of such fees. These fees are not held in trust for your benefit. All fees paid by you to Provider, including Entrance Fees, may be used by Provider for any purpose including refurbishment, remodeling or expansion of the community.

10.2. No Interest in Financial or Other Assistance

Provider reserves the right to apply for and receive all financial and other aid from federal, state, or municipal sources to which it may be legally entitled, and to apply for and receive aid or donations, by will, deed, or otherwise, from any source. You will have no interest in any such financial aid or assistance received by Provider, and no right to demand an accounting for such aid or assistance.

10.3. No Security Interest

This Agreement does not grant to you or to anyone else any security interest in any land, buildings, or other property owned or managed by Provider, whether at The Dogwoods or elsewhere. You understand and agree that your rights under this Agreement are and will be subordinate to the rights of a secured lender under any mortgage, deed of trust, or other senior security interest that is placed on Provider's property, now or in the future. You agree that you will execute, upon request, any document required to implement or serve as evidence of such subordination.

10.4. <u>Resident Handbook</u>

You agree to be bound by the rules and guidelines of The Dogwoods, contained in its Resident Handbook, which is incorporated by reference into this Agreement and made an express part of it. Provider may amend the Resident Handbook from time to time. By signing this Agreement, you acknowledge receipt of a copy of the current Resident Handbook.

10.5. <u>Assignment</u>

Your rights and privileges to use and enjoy the residences, facilities and services of The Dogwoods are personal and may not be transferred or assigned by you, or by any proceeding at law or otherwise. We shall have the right to assign our interests upon the sale or conveyance of the Community, or for purposes of any change of ownership of the Provider, and you agree to execute and deliver any instrument requested by us to effect such sale, conveyance or change of ownership, provided that by doing so you shall not be required to prejudice your rights under this Agreement. Any refunds to which you are entitled under this Agreement shall not be affected by this Section.

11. <u>RESIDENT'S REPRESENTATIONS</u>

11.1. <u>Application Documents</u>

As part of your application to The Dogwoods, you have submitted an Application for Residency and related documents, which are incorporated by reference into this Agreement and made an express part of it. You represent and warrant that all information contained in these application documents is true and correct, and you understand that Provider has relied on this information in accepting you for residency at The Dogwoods.

11.2. <u>Resident's Financial Condition</u>

At Provider's request, you agree to give Provider information about your financial condition including, without limitation, financial statements and tax returns.

12. MISCELLANEOUS

12.1. Personal Planning and Financial Affairs

Provider suggests that you execute a Durable Power of Attorney appointing an attorney-in-fact to handle your financial and personal affairs. If you have executed such a document, Provider shall include this information in your record at The Dogwoods. If you have not executed such a document and you become unable to handle your own personal or financial affairs, you hereby authorize Provider to apply to a court of competent jurisdiction for the appointment of a conservator of your person and/or estate. The costs of such application and appointment, if any, shall be paid by you. Provider also encourages you to prepare and execute a Living Will and Advance Health Care Directive, including Appointment of a Health Care Representative, for health care decisions in the event you become unable to make such decisions. Forms of these documents are available at The Dogwoods.

12.2. Third Party Liability

If you are injured as the result of an act or omission of a third party, you grant Provider a lien on any judgment, settlement, or recovery in the amount of any expense incurred by Provider in caring for you as the result of such injury that is not reimbursed directly to Provider by you or by another source. You agree to cooperate in the diligent prosecution of any claim or action against the third party.

12.3. Liability and Property Matters

a. ***Liability in General***. You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you indemnify and hold harmless Provider and its directors, agents, and employees from any and all liability for such injury or damage, including attorneys' fees. You agree to maintain general liability insurance in an amount and form satisfactory to Provider to cover such liability, and to provide evidence of coverage. Nothing in this Agreement limits either Provider's obligation to provide adequate care and supervision for you or any liability on the part of Provider which may result from Provider's failure to provide such care and supervision.

b. ***Property Damage.*** Provider will not be responsible for the loss of or damage to any property belonging to you due to theft, fire, or any cause beyond the control of Provider. You are required to obtain insurance protection to cover the full replacement value of all your personal property at The Dogwoods, and to furnish Provider with evidence of such protection upon request. You will also be responsible for any loss or damage that you or your guests cause to the property of The Dogwoods that is not the result of ordinary wear and tear.

c. ***Property Removal and Storage.*** Provider will have the right to remove and store all property from your Residence, at your expense, thirty (30) after you vacate your Residence on a permanent basis (for example, upon termination of this Agreement, permanent medical relocation, or death).

12.4. Right of Entry

You agree that any duly authorized employee or agent of Provider will have the right, at all reasonable times, to enter your Residence as necessary for purposes of management, to provide services in accordance with this Agreement, enforcement of applicable laws and regulations, emergency purposes or any other reasonable purpose. Advance notice will be given except in an emergency.

12.5. Damage to Your Residence or The Dogwoods

a. Provider will maintain insurance, including property damage and business interruption insurance, in amounts and with coverages that it determines are appropriate, in its discretion. If all or part of The Dogwoods is destroyed or damaged by fire or other loss, and if, in Provider's discretion, the insurance proceeds are sufficient to rebuild The Dogwoods to its previous condition, Provider will have The Dogwoods restored unless then-existing laws or other circumstances would not permit prompt reconstruction and restoration or would make reconstruction and restoration infeasible.

b. If Provider restores The Dogwoods and your Residence is not suitable for occupancy during such restoration, Provider will pay the costs of renting reasonably comparable quarters at or near The Dogwoods, provided that you continue to pay your Monthly Fees. During the period of restoration, Provider will use reasonable efforts to find suitable housing for such period, but Provider cannot guarantee that such temporary alternative accommodations will be located at or near The Dogwoods or near any other residents of The Dogwoods. Throughout such time and to the extent reasonably practicable, Provider will continue to provide or arrange for the services it has agreed to provide to you under this Agreement or appropriate substitutes, as determined by Provider. You will continue to be responsible for the payment of your Monthly Fees if temporary accommodations and services are being provided to you.

12.6. Natural Disasters

If Provider is required to evacuate residents because of a threat or occurrence of a natural disaster, your then current Monthly Fees will include any costs of your transportation and lodging, subject to Section 12.5 above, that are not reimbursed by insurance.

12.7. Interruption in Services

An interruption in services or failure to maintain services under this Agreement will not constitute a breach of this Agreement, if the interruption is caused by factors beyond Provider's reasonable control, including, but not limited to, acts of God, infectious disease outbreaks, strikes, lockouts, or other labor disturbances, government orders, acts of terror, embargoes, shortages of labor or materials, inclement weather, fire, flood, earthquake or other casualties, power outages or the conduct of residents. In the event of an interruption in services, Provider will use reasonable efforts to restore the services or to provide substitute services.

12.8. Notices

All notices that you give under this Agreement must be in writing and must be addressed to TJH Senior Living, LLC, 210 Long Ridge Road, Stamford, Connecticut 06905, c/o Executive Director. We will deliver any notices we give under this Agreement in writing to you at your Residence. Such notices will be effective when personally delivered, placed in your mailbox, or when deposited in the mail, provided they were properly addressed with postage fully prepaid.

12.9. Smoking

The Dogwoods is a non-smoking community. Smoking is not permitted in any location in The Dogwoods including your Residence or in the common areas.

12.10. Relationships Between Residents and Staff

The relationship between residents and staff should remain professional. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or designee. Giving gratuities or bequests to employees or employee's families is not permitted under any circumstances. You agree not to hire Provider's employees or solicit such employees to resign to work for you without the prior written consent of Provider to such arrangement. You agree not to hire any former The Dogwoods employee without Provider's consent.

12.11. Pets

Pets may be allowed in your Residence. Refer to the Dogwood's pet policy included in the Resident Handbook (see Section 10.4).

12.12. Entire Agreement

This Agreement is the entire agreement between you and Provider, and it may be amended only by a written instrument signed by you or your legal representative and by authorized representatives of Provider. This Agreement supersedes any promotional materials or other information given to you by Provider or any other entity. The invalidity or amendment of any restriction, condition, or other provision of this Agreement will not impair or affect in any way the validity, enforceability, or effect of the rest of this Agreement.

12.13. Waiver of One Breach Not a Waiver of Any Other Obligation

The failure of Provider in any instance or instances to require your full performance or observance of, or compliance with, any of the terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment of its right to require your full compliance with all of the terms and provisions of this Agreement. The acceptance by Provider of your Monthly Fee or other charges due under this Agreement after your breach of any term of this Agreement, or after providing you with a notice of termination, shall not constitute a waiver of Provider's right to require your full performance of all the terms of this Agreement, nor shall it waive Provider's right to terminate this Agreement for any breach previously committed by you.

In the event that we take action to collect amounts due under or otherwise enforce the terms of this Agreement, you are liable for reasonable attorney's fees and/or costs of collection incurred in connection with such action.

12.14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. If any portion of this Agreement shall be determined to be illegal or not in conformity with applicable laws and regulations, such portion shall be considered deleted and the validity of the balance of this Agreement shall not be affected.

12.15. Compliance with Laws

Residents of the Community will be afforded all rights and privileges under Conn. Gen. Stat. § 17b-520 *et seq*. and all other applicable laws. We will comply with all municipal, state and federal laws and regulations regarding consumer protection and protection from financial exploitation.

[Signature Page Follows]

IN WITNESS THEREOF, Provider and Resident have executed this Agreement as of the day and year written above.

RESIDENT(S):

______________________________	______________________________
Date	Resident
______________________________	______________________________
Date	Resident

TJH Senior Living, LLC d/b/a The Dogwoods @ Long Ridge,
a Connecticut nonprofit limited liability company:

By: ______________________________

Its: ______________________________

Date: ______________________________

APPENDIX A

SCHEDULE OF FEES FOR OPTIONAL SERVICES

[To be inserted once fees for optional services are available]

EXHIBIT II

ENTRANCE FEES AND MONTHLY FEES

Entrance and Monthly Fees for the Community have not yet been established, since the Community is in the early stages of design development. The Community will offer a broad range of one-, two- and three-bedroom units. Pricing for specific unit types will be made available before Reservation Deposits are required.

EXHIBIT III

RESERVATION AGREEMENT

The Dogwoods @ Long Ridge

Reservation Agreement

EQUAL HOUSING
OPPORTUNITY

The Dogwoods @ Long Ridge
RESERVATION AGREEMENT

This Reservation Agreement (the "***Agreement***"), effective as of the date set forth on Addendum A, is by and between the person(s) identified on Addendum A as "Resident" (***individually and collectively referred to as*** "***you***," "***your***," or "***Resident***") and TJH Senior Living, LLC., a Connecticut limited liability company ("***we***," "***us***," "***our***," or "***Provider***").

We are the developer of a continuing care retirement community in Stamford, Connecticut known as The Dogwoods @ Long Ridge (the "***Community***") and are affiliated with The Jewish Home for the Elderly of Fairfield, Inc. d/b/a Jewish Senior Services ("Jewish Senior Services"). The Community will include residential apartments, common areas, and a health center consisting of assisted living units, memory support units, and a skilled nursing center (collectively, the "***Health Center***") and will provide comprehensive programming including hospitality, residential living, personal assistance and health care services.

You desire to reserve the residence identified in Addendum A (the "***Residence***") and upon completion of construction of the Community, to become a resident of the Community.

Therefore, Resident and Provider agree as follows:

1. <u>Disclosure Statement</u>. You have received a copy of The Dogwoods @ Long Ridge Disclosure Statement (the "***Disclosure Statement***") for the Community, which includes the Residence and Services Agreement that describes the services and amenities that we will make available to you upon occupancy (the "***Residence and Services Agreement***"). By signing this Agreement, you acknowledge receipt of the Disclosure Statement inclusive of the Residence and Services Agreement.

2. <u>Reservation of Residence</u>. Upon signing this Agreement, you will pay the Reservation Deposit to reserve the Residence. The Reservation Deposit shall be equal to the lesser of ten percent (10%) of the Entrance Fee or $100,000. If applicable, the $1,000 Priority Fee paid, will be credited to the Reservation Deposit. You agree to pay in full the remaining balance of the Entrance Fee upon signing the Residence and Services Agreement prior to the date on which you occupy the Residence. Addendum A specifies the Reservation Deposit for your Residence, the Priority Fee credit, if applicable, and the remaining balance to be paid upon signing the Residence and Services Agreement.

3. <u>Reservation Procedures</u>. Upon signing this Agreement, you have submitted an application for residency in the form included in the Disclosure Statement, or such other form as we may specify (the ***"Application for Residency"***). We will hold that information in confidence and will use it only for the purpose described in this

paragraph. The Residence and Services Agreement outlines the health and financial conditions required to qualify for residence at the Community. Based on our review of your Application for Residency, we will determine whether you meet the conditions for residency at the Community, and we will notify you as to that determination. You agree that our determination is final and binding. If you do not meet the qualifications for residency, you will receive a refund of your Reservation Deposit in accordance with Section 10 below. Prior to execution of the Residency and Services Agreement, you agree to update the Application for Residency. If, upon review of the updated Application for Residency, we determine, in our sole discretion, that you no longer meet the health and financial conditions required to qualify for residence at the Community, we will terminate this Agreement pursuant to Section 10.

You certify to us that all information reflected on your Application for Residency, which is hereby incorporated by reference and made a part of this Agreement, including all personal financial data, is complete and accurate.

4. Occupancy Date. We will give you at least 60 days advance written notice of the date we anticipate your Residence will be ready for occupancy. The "***Occupancy Date***" is the earlier of (i) the date you move into the Community or (ii) the date specified for your move into the Community, which shall, unless otherwise agreed to by us in our sole discretion, be on a date agreed to by you and us and falling within the forty-five (45) day period following the "***Residence Availability Date***." The Residence Availability Date is the date that we specify in writing to you as the date that the Residence will be available for occupancy, which will be (a) at least sixty (60) days following your receipt of written notice of that date and (b) after the date that a temporary certificate of occupancy has been issued for the residential living units of which the Residence is a part and the material common areas to be utilized in conjunction with the Residence.

5. Entrance Fee. The Entrance Fee and terms of the refund of the Entrance Fee are described more fully in the Residence and Services Agreement. The Entrance Fee applicable to the Residence (and the Second Person Entrance Fee, if applicable) is set forth in Addendum A.

6. Monthly Fee. In addition to the Entrance Fee, you agree to pay a Monthly Fee. The initial Monthly Fee for the Residence and the Second Person Monthly Fee, if a second person occupies the Residence, referred to collectively as the "**Monthly Fee**," are set forth in Addendum A. The Monthly Fee is due beginning on the Occupancy Date, unless we otherwise agree in writing.

7. Escrow of Reservation Deposit. Subject to the terms of this Section, we will place and maintain the Reservation Deposit in an escrow account held at a bank with a place of business in Connecticut, as and to the extent required by Connecticut law. Once you sign the Residence and Services Agreement, the release of funds that may remain in escrow at that time will be governed by the Residence and Services Agreement and applicable Connecticut law. Your check for the Reservation Deposit shall be made

payable to TJH Senior Living, LLC. Interest on earnings will accrue on your Reservation Deposit from the date the check is deposited until the Occupancy Date, at such rate as is earned on the escrow account. Such interest will be credited to you in the form of a credit against the initial Monthly Fee payment.

8. Cancellation. If you are precluded from continuing your reservation on account of death, illness, injury or incapacity your reservation will be cancelled automatically upon receipt of a written notice. If you wish to withdraw your reservation for any other reason, you must provide us with written notice of cancellation through registered or certified mail. Within thirty (30) days of receipt of the notice of automatic or voluntary cancellation, we will refund the Reservation Deposit with interest earned from the date of deposit until the date of your notice of cancellation, less a $500 administrative fee. As an alternative to automatic cancellation prior to opening of the Community, you may request admission to Jewish Senior Services' skilled nursing, assisted living or memory care residences, which are located on the Jewish Senior Services campus in Bridgeport, Connecticut. Such admission shall be processed in accordance with Jewish Senior Services' admissions policies, procedures and criteria, and any federal or state laws applicable at that time. The $500 administrative fee will not be deducted from the Reservation Deposit refund if you are admitted and move into Jewish Senior Services' skilled nursing or assisted living residences. For an automatic cancellation that occurs immediately before or after opening of the Community, you may elect admission to the Health Center at the appropriate level of care, as determined by Provider, in accordance with the terms and conditions that apply at that time to direct admissions into the Health Center.

9. Notices. Any notice that you provide under Section 8 of this Agreement shall be provided in writing to:

   TJH Senior Living
   RE: Reservation Cancellation
   c/o Jewish Senior Services
   4200 Park Avenue
   Bridgeport, CT 06604

10. Owner Termination. If we terminate this Agreement, we will provide written notice of the termination and your sole remedy shall be the return of the Reservation Deposit with interest earned on the account from the date of the deposit until the date of termination. The refund will be paid within thirty (30) days of our written termination notice.

11. Agreement to Execute Residence and Service Agreement. By signing this Agreement, you agree to execute the Residence and Services Agreement at a time that we deem appropriate, prior to the Occupancy Date, provided that we determine that you qualify for residence at such time following review of your updated application pursuant to Section 3 above. On the date you sign the Residence and Services Agreement, this Agreement will automatically terminate, and the terms of the Residence and Services

Agreement will supersede this Agreement. You may not occupy the Residence and will not be entitled to any services and benefits of residency until the Residence and Services Agreement has been signed, we have determined that you meet the health and financial conditions of acceptance into the Community based on the updated application, the Entrance Fee has been paid in full, and you have begun paying the initial Monthly Fee.

12. Pre-Sale Requirement for Commencement of Construction. You understand that before we can begin construction of the Community, seventy percent (70%) of the proposed units must be pre-sold. A unit is considered "pre-sold" if a prospective resident has signed a Reservation Agreement and provided a deposit equal to ten percent (10%) of the Entrance Fee for the selected unit.

13. Other Agreements and Amendments. This Agreement contains the entire agreement between Resident and Provider as of this date and supersedes any prior oral or written agreements relating to residence at the Community. This Agreement may not be amended or added to except by an agreement in writing signed by both the Resident and the Provider and attached to this Agreement.

14. Assignment. Your rights under this Agreement may not be transferred or assigned to any other person.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

[Signature Page Follows]

IN WITNESS THEREOF, Provider and Resident have executed this Agreement and the Reservation Deposit has been paid as of the day and year written above.

____
The Dogwoods @ Long Ridge
Marketing Representative

Resident: ______________________
Resident: ______________________

____
Current Street Address

____
City, State, Zip

TJH Senior Living, LLC
a Connecticut limited liability company

By: ___________________________

As its: _________________________

Addendum A

Effective Date	______________________
Resident(s)	______________________
	______________________
Residence	_______________________
Residence Style	________________________
First Person Entrance Fee	$___________
Second Person Entrance Fee, if applicable	$___________
Charter Benefit Discount, if applicable	$___________
Total Entrance Fee Required	$___________
Reservation Deposit to be paid upon execution of Reservation Agreement equal to the lesser of ten percent (10%) of Entrance Fee Required, or $100,000, less $1,000 Priority Fee, if applicable	$___________
Balance of Entrance Fee (to be paid as set forth in the Residency and Services Agreement)	$___________
First Person Monthly Fee	$___________, per month
Second Person Monthly Fee (if applicable)	$___________, per month
Monthly Fee (Total)	$___________, per month

RECEIPT OF DEPOSIT

TJH Senior Living, LLC hereby provides a receipt of the Reservation Deposit. A copy of this receipt will be delivered to the escrow agent together with the funds to be held by the escrow agent.

Name of Resident(s):	Address of Resident(s):
______________________________	______________________________
______________________________	______________________________
	______________________________

Name and address of person paying the Reservation Deposit, if someone other than the Resident:

____
____
____
____

Date of Receipt of Reservation Deposit by Provider: ____________________, 20___

Date of Execution of Reservation Agreement: ____________________, 20___

Amount of Reservation Deposit: $____________________

Upon escrow agent's receipt of the Reservation Deposit in the total amount stated in this Receipt of Deposit, escrow agent shall sign this Receipt of Deposit and mail or deliver the signed Receipt of Deposit to the Resident, and mail or deliver a copy to the Provider, to confirm the Escrow Agent's receipt of the Reservation Deposit. The Reservation Deposit will be held in escrow in accordance with the Reservation Deposit and Entrance Fee Escrow Agreement, dated __________, 20___, between Provider and Escrow Agent.

Dated this _________ day of ____________________ ,20___.

Escrow Agent

By: ________________________
Name: ______________________
As its: ______________________

EXHIBIT IV

PROFORMA CASH FLOW STATEMENTS

PRO FORMA INCOME STATEMENTS

The accompanying Pro Forma Income Statement shows the first three years of anticipated Dogwoods @ Long Ridge operations, including estimates of the projected revenue, expenses, and debt service for the community during the fill-up period and early stabilization.

The statements are based on estimates and currently available information. Currently, the anticipated first year of operations is projected to be in 2027. As planning and development of the project progresses, these projections will be continuously updated to reflect updated budgets and projections. It is believed that the following statements include conservative assumptions based on the experience of the Provider and its project team.

The Pro Forma statements are shown on a cash basis. The projected fees to be charged by the Community are an estimate based on competition in the market and demographics/economics of the surrounding area. These are subject to change as the construction and pre-sale period for the community approaches.

Following are key assumptions included in the Pro Forma statements.

1. Occupancy revenue includes estimated monthly fee receipts based on an assumed fill up and census based on management's experience in the industry. This assumption will be refined once pricing is set for the Community.
2. Other ancillary income reflects projected revenue/expenses from items such as guest meals, ancillary services, and the assumed healthcare discount based on a Life Plan (Type A) Residence and Services Agreement.
3. Operating expenses are based on typical operating expenses and margins expected for this type of community. These assumptions will be refined as staffing models, wage rates, and non-wage expenses are updated.
4. It is assumed that the average resident will be between the ages of 76-78 years old when they move into the Community. This assumption will be refined based on the residents that elect to place deposits for the Community.
5. Turnover/transfers from independent living units to other levels of care within the Community are based on estimated actuarial ratios and experience of the Provider's project team. Prior to closing on construction financing for the Community, an actuarial consultant will be engaged to provide a detailed analysis of anticipated turnover/transfers for the Community.
6. Resident entrance fee deposits held in an escrow account with a bank will be released to the Dogwoods @ Long Ridge in accordance with applicable law.
7. Funding of Debt Service and Operating Reserves will be held by a bank under escrow and drawn upon from the bank's long-term bond financing.
8. Dogwoods @ Long Ridge forecast assumes occupancy rates upon stabilization at 92-93%.

Dogwoods @ Long Ridge
CCRC
Pro Forma Analysis

Summary	**Year 1**	**Year 2**	**Year 3**
Average Occupancy			
IL - First Person	57.78	135.47	155.33
IL - Second Person	28.89	65.03	71.45
AL - First Person	3.38	10.45	12.82
AL - Second Person	0.17	0.52	0.64
MC	4.09	11.56	13.01
SNF	4.05	11.44	12.87
Revenue			
Occupancy Revenue	6,744,750	19,638,882	23,758,315
Other Ancillary Income	122,578	355,981	356,173
Total Projected Revenue	**6,867,329**	**19,994,863**	**24,114,488**
Expenses			
Operational Expenses			
Health Care	(2,486,155)	(2,879,731)	(3,017,077)
Dining	(1,455,297)	(2,605,558)	(2,862,045)
Admin/Insurance/Taxes	(4,712,093)	(5,015,030)	(5,169,046)
Maintenance/Utilities/Housekeeping	(2,033,289)	(2,673,073)	(2,753,265)
Marketing	(347,782)	(768,014)	(791,055)
Management Services	(556,452)	(1,199,692)	(1,446,869)
Total Expenses	**(11,591,069)**	**(15,141,098)**	**(16,039,358)**
Net Operating Margin	**(4,723,740)**	**4,853,765**	**8,075,130**

Other Cash Inflows/Outflows			
Interest Income	992,076	843,125	559,990
Debt Service (Incl Principal + Interest)	(5,646,700)	(13,915,100)	(9,979,991)
Capital Expenditures	(100,000)	(150,000)	(200,000)
Other Cash Inflows/Outflows Total	**(4,754,624)**	**(13,221,975)**	**(9,620,001)**
Net Entrance Fee Receipts	**588,937**	**2,276,431**	**4,367,302**
Net Cash Flow From Operations	**(8,889,428)**	**(6,091,780)**	**2,822,431**
Working Capital Fund Receipts	**8,889,428**	**6,091,780**	**-**
Net Cash Flow	**-**	**-**	**2,822,431**

Key Assumptions			
Total IL Move-Outs	1.08	4.79	11.73

Days of Care			
AL	1,296	4,006	4,915
MC	1,494	4,221	4,748
SNF	1,478	4,176	4,697

EXHIBIT V

THE JEWISH HOME FINANCIAL STATEMENTS

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

FINANCIAL STATEMENTS

AS OF AND FOR THE YEARS ENDED
SEPTEMBER 30, 2021 AND 2020

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Jewish Home for the Elderly of Fairfield County, Inc.
d/b/a Jewish Senior Services

We have audited the accompanying financial statements of Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services (the Home), which comprise the statement of financial position as of September 30, 2021, and the related statements of activities and changes in net assets, functional expenses and cash flows or the year 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 this financial statement 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 statement is 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 auditor considers 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.

Marcum LLP ▪ CityPlace I ▪ 185 Asylum Street ▪ 25th Floor ▪ Hartford, CT 06103 ▪ **Phone** 860.760.0600 ▪ **Fax** 860.760.0601 ▪ **www.marcumllp.com**

Opinion

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services as of September 30, 2021, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter – 2020 Financial Statements

The accompanying 2020 financial statements were audited by other auditors whose report dated January 28, 2021, expressed an unmodified opinion on those financial statements.

Marcum LLP

Hartford, CT
January 28, 2022

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF FINANCIAL POSITION

SEPTEMBER 30, 2021 AND 2020

	2021	2020
Assets		
Current Assets		
Cash and cash equivalents	$ 4,677,427	$ 5,217,318
Accounts receivable, net	5,019,966	4,184,575
Current portion of contributions receivable, net	135,986	115,186
Prepaid expenses and other assets	217,969	151,866
Entrance fee receivables	240,006	284,483
Agency assets - residents' trust funds	217,727	248,061
Total Current Assets	10,509,081	10,201,489
Property and Equipment		
Land	5,000,000	5,000,000
Buildings and improvements	92,460,664	92,422,666
Equipment	4,106,691	4,038,677
Computers and software	1,407,610	1,398,130
Vehicles	377,001	410,823
Construction in process	30,483	355,395
	103,382,449	103,625,691
Less accumulated depreciation	21,279,160	17,437,315
Property and Equipment - net	82,103,289	86,188,376
Other Assets		
Investments	14,161,763	12,887,525
Contributions receivable, net	418,088	16,460
Charitable remainder trust	125,196	125,196
Total Other Assets	14,705,047	13,029,181
Total Assets	$ 107,317,417	$ 109,419,046

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF FINANCIAL POSITION (CONTINUED)

SEPTEMBER 30, 2021 AND 2020

	2021	2020
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	$ 861,134	$ 639,893
Accrued taxes, expenses and other liabilities	2,964,637	3,395,028
Contract liabilities	821,461	870,967
Current portion of notes payable	197,869	195,239
Current portion of bonds payable, net	2,246,667	2,148,333
Advances payable	385,000	385,000
Agency liabilities - funds held for residents	217,727	248,061
Total Current Liabilities	7,694,495	7,882,521
Other Liabilities		
Notes payable	6,130	24,472
Bonds payable, net of current portion and debt issuance costs	49,616,349	51,292,115
Liability under split-interest agreements	152,384	174,470
Deferred revenue from entrance fees, net	4,051,049	4,143,084
Interest rate swap agreements	111,290	113,642
Accrued pension liability	1,337,236	2,157,636
Total Other Liabilities	55,274,438	57,905,419
Total Liabilities	62,968,933	65,787,940
Net Assets		
Without donor restrictions	30,422,584	31,180,354
With donor restrictions	13,925,900	12,450,752
Total Net Assets	44,348,484	43,631,106
Total Liabilities and Net Assets	$ 107,317,417	$ 109,419,046

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Operating Revenues			
Resident care and services	$ 44,224,191	$ --	$ 44,224,191
Community services	10,007,754	--	10,007,754
COVID-19 Relief Revenue	399,467	--	399,467
Other income	1,489,592	--	1,489,592
Net assets released from restrictions - operations	506,953	(506,953)	--
Total Operating Revenues	56,627,957	(506,953)	56,121,004
Operating Expenses			
Program services	52,675,190	--	52,675,190
Management and general	6,416,303	--	6,416,303
Fundraising	536,308	--	536,308
Total Operating Expenses	59,627,801	--	59,627,801
Loss from Operations	(2,999,844)	(506,953)	(3,506,797)
Nonoperating Income (Expense)			
Contributions	1,142,914	807,569	1,950,483
Change in liability under split-interest agreements	(6,973)	--	(6,973)
Net realized and unrealized gains on investments	190,283	1,043,340	1,233,623
Investment income, net	56,930	423,402	480,332
Unrealized gain on interest rate swap agreements	2,352	--	2,352
Loss on disposal of construction in progress	(397,694)	--	(397,694)
Net Nonoperating Income	987,812	2,274,311	3,262,123
(Deficiency) Excess of Revenues over Expenses	(2,012,032)	1,767,358	(244,674)
Change in Pension Liability	962,052	--	962,052
Net Assets Released from Restrictions - Capital	292,210	(292,210)	--
Change in Net Assets	(757,770)	1,475,148	717,378
Net Assets - Beginning	31,180,354	12,450,752	43,631,106
Net Assets - End	$ 30,422,584	$ 13,925,900	$ 44,348,484

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Operating Revenues			
Resident care and services	$ 42,738,583	$ --	$ 42,738,583
Community services	10,492,630	--	10,492,630
COVID-19 Relief Revenue	2,900,453	--	2,900,453
Other income	1,218,660	--	1,218,660
Net assets released from restrictions - operations	575,676	(575,676)	--
Total Operating Revenues	57,926,002	(575,676)	57,350,326
Operating Expenses			
Program services	53,717,600	--	53,717,600
Management and general	6,521,021	--	6,521,021
Fundraising	424,223	--	424,223
Total Operating Expenses	60,662,844	--	60,662,844
Loss from Operations	(2,736,842)	(575,676)	(3,312,518)
Nonoperating Income (Expense)			
Contributions	807,861	364,037	1,171,898
Change in liability under split-interest agreements	53,215	--	53,215
Net realized and unrealized gains on investments	31,513	262,411	293,924
Investment income, net	64,980	461,540	526,520
Unrealized loss on interest rate swap agreements	(59,019)	--	(59,019)
Net Nonoperating Income	898,550	1,087,988	1,986,538
(Deficiency) Excess of Revenues over Expenses	(1,838,292)	512,312	(1,325,980)
Change in Pension Liability	313,204	--	313,204
Net Assets Released from Restrictions - Capital	251,977	(251,977)	--
Change in Net Assets	(1,273,111)	260,335	(1,012,776)
Net Assets - Beginning	32,453,465	12,190,417	44,643,882
Net Assets - End	$ 31,180,354	$ 12,450,752	$ 43,631,106

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Program Services	Supporting Services: Management and General	Supporting Services: Fundraising	Total
Salaries and wages	$ 27,229,818	$ 3,207,207	$ 301,363	$ 30,738,388
Employee benefits	6,168,652	824,328	30,306	7,023,286
Depreciation expense	3,597,307	249,596	28,763	3,875,666
Purchased services	3,979,813	78,232	1,437	4,059,482
Interest expense	1,951,135	135,378	15,601	2,102,114
Consulting and management fees	896,917	802,215	230	1,699,362
Medical supplies and expenses	1,284,758	1,671	--	1,286,429
Bad debt expense	434,338	--	--	434,338
Occupancy	1,779,300	123,455	14,227	1,916,982
Food expense	1,314,607	212,261	2,152	1,529,020
Taxes	1,340,109	50,000	--	1,390,109
General supplies	1,024,095	286,409	30,296	1,340,800
Information technology	533,423	53,300	23,646	610,369
Miscellaneous	1,140,918	392,251	88,287	1,621,456
Total Expenses	$ 52,675,190	$ 6,416,303	$ 536,308	$ 59,627,801

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

		Supporting Services		
	Program Services	Management and General	Fundraising	Total
Salaries and wages	$ 27,865,226	$ 3,237,448	$ 268,625	$ 31,371,299
Employee benefits	6,513,552	1,031,249	37,914	7,582,715
Depreciation expense	3,639,032	252,491	29,097	3,920,620
Purchased services	3,252,024	61,858	1,870	3,315,752
Interest expense	1,997,862	138,620	15,974	2,152,456
Consulting and management fees	1,146,872	798,437	271	1,945,580
Medical supplies and expenses	1,835,370	528	--	1,835,898
Bad debt expense	569,471	--	--	569,471
Occupancy	1,695,166	117,617	11,521	1,824,304
Food expense	1,352,512	188,076	--	1,540,588
Taxes	1,409,007	46,605	--	1,455,612
General supplies	1,131,021	265,931	27,004	1,423,956
Information technology	504,117	42,826	26,101	573,044
Miscellaneous	806,368	339,335	5,846	1,151,549
Total Expenses	$ 53,717,600	$ 6,521,021	$ 424,223	$ 60,662,844

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
Cash Flows from Operating Activities		
Change in net assets	$ 717,378	$ (1,012,776)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	3,875,666	3,920,620
Loss on disposal of construction in process	397,694	--
Bad debt expense	434,338	569,471
Interest for debt issuance costs	42,151	42,151
Net realized and unrealized gains on investments	(1,233,623)	(293,924)
Proceeds from entrance fees	(725,296)	(299,471)
Amortization of entrance fees	677,738	712,319
Unrealized (gain) loss on interest rate swap agreements	(2,352)	59,019
Contributions restricted for long-term investment purposes	--	(26,351)
Changes in operating assets and liabilities:		
Accounts receivable	(1,269,729)	(408,786)
Contributions receivable	(422,428)	(14,553)
Prepaid expenses and other assets	(66,103)	301,161
Accounts payable	221,241	32,612
Accrued taxes, expenses and other liabilities	(430,391)	558,082
Accrued pension cost	(820,400)	211,623
Liability under split-interest agreements	(22,086)	(76,722)
Contract liabilities	(49,506)	371,374
Net Cash Provided by Operating Activities	1,324,292	4,645,849

The accompanying notes are an integral part of these financial statements.

JEWISH HOME FOR THE ELDERLY OF FAIRFIELD COUNTY, INC.
D/B/A JEWISH SENIOR SERVICES

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
Cash Flows from Investing Activities		
Cash outlays for property and equipment	$ (188,273)	$ (391,168)
Purchases of investments and reinvested income	(40,615)	(1,887,748)
Proceeds from sale of investments	--	1,420,907
Net Cash Used in Investing Activities	(228,888)	(858,009)
Cash Flows from Financing Activities		
Principal payments on notes payable and line of credit	(15,712)	(325,127)
Principal payments on bonds payable	(1,619,583)	(1,526,250)
Advances payable	--	385,000
Proceeds from contributions restricted for long-term investment purposes	--	65,600
Proceeds from contributions restricted for capital purposes	--	251,977
Net Cash Used in Financing Activities	(1,635,295)	(1,148,800)
Net Change in Cash and Cash Equivalents	(539,891)	2,639,040
Cash and Cash Equivalents - Beginning	5,217,318	2,578,278
Cash and Cash Equivalents - Ending	$ 4,677,427	$ 5,217,318

The accompanying notes are an integral part of these financial statements.

NOTE 1 - NATURE OF OPERATIONS

Jewish Home for the Elderly of Fairfield County, Inc. d/b/a Jewish Senior Services (the Home) is a nonstock corporation under Connecticut law and a not-for-profit health care facility providing rest home and skilled nursing care, adult day care, licensed medical home care services and nonmedical home care services to the aged and infirm. As of September 30, 2021 and 2020, the Home was licensed for 294 skilled nursing beds. A substantial portion of the Home's revenue and related receivables is provided by Medicaid and Medicare programs.

The Home’s auxiliary organizations include the Women's Auxiliary of the Jewish Home for the Elderly and the Men's Club of the Jewish Home for the Elderly (the Auxiliaries). The Auxiliaries are incorporated separately; however, their principal function is fundraising for the Home. The Auxiliaries do not have agreements with the Home and, therefore, their activities are not included in the accompanying financial statements. However, they continue to have a financial interrelationship with the Home. Related party transactions are included in Note 13.

TJH Senior Living, LLC, and TJH Holding, LLC, were incorporated in 2009 as holding companies for potential business activities outside of the health care facility. The Home is the manager of these companies. Since incorporation, these companies have not had any business activity.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP), as promulgated by the Financial Accounting Standards Board (FASB), utilizing the accrual basis of accounting. Under the accrual basis revenues are recognized when earned and expenses when the related liability for goods and services is incurred, regardless of the timing of the related cash flows.

USE OF ESTIMATES

The preparation of the financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

USE OF ESTIMATES (CONTINUED)

The Home's significant estimates include patient accounts receivable, estimated final settlements due to or from third-party payers, fair value estimates, amortization of deferred entrance fees, recognition of COVID-19 relief revenue, the analysis of long-lived assets for impairment, charitable gift annuities payable, interest rate swap valuations and pension liabilities. It is management's opinion that the estimates applied in the accompanying financial statements are reasonable.

NET ASSETS

Net assets are classified as without donor restrictions or with donor restrictions to properly disclose the nature and amount of significant resources that have been restricted in accordance with specified objectives. Accordingly, the assets, liabilities, and net assets of the Home are reported in two net asset groups as follows:

NET ASSETS WITHOUT DONOR RESTRICTIONS

Net assets without donor restrictions consist of net assets over which the governing Board of Directors has control to use in carrying out the operations of the Home in accordance with its charter and by-laws and are neither required to be held in perpetuity or purpose restricted by donor-imposed restrictions. Board-designated endowment funds within net assets without donor restrictions were $316,888 and $277,774 as of September 30, 2021 and 2020, respectively.

NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions represent contributions that are restricted by the donor as to purpose or time of expenditure and also include accumulated investment income and gains on donor-restricted endowment assets that have not been appropriated for expenditure. Net assets with donor restrictions also represent resources that have donor-imposed restrictions requiring that the principal be maintained in perpetuity but permit the Home to expend the income earned thereon for general purposes or purposes specified by the donor.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NONOPERATING INCOME (EXPENSE)

Activities other than in connection with providing healthcare services are considered to be nonoperating. Nonoperating income consists primarily of income earned on invested funds, realized and unrealized gains and losses on marketable securities and interest rate swap agreements, change in value of split-interest agreements, pension liability, loss on disposal of non-operating assets and gifts and bequests.

EXCESS OF REVENUES OVER EXPENSES

The statements of activities and changes in net assets without donor restrictions include excess of revenues over expenses. Changes in net assets without donor restrictions which are excluded from operating income (loss), consistent with industry practice, include changes in pension liabilities other than net periodic benefit costs and net assets released from restrictions for capital acquisitions.

CASH AND CASH EQUIVALENTS

Cash equivalents include cash and highly liquid investments purchased with an original maturity of three months or less when purchased. The Home maintains deposits in financial institutions that may, at times, exceed federal depository insurance limits. Management believes that the Home's deposits are not subject to significant credit risk. The Home has not suffered any losses in connection with its banking activities.

ACCOUNTS RECEIVABLE

Accounts receivable result from the health care services provided by the Home. Accounts receivable are reported net of any contractual adjustments and implicit price concessions.

The Home estimates its accounts receivable based on its past experience, which indicates that certain patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is generally charged off against revenue as an implicit price concession.

INVESTMENT VALUATION AND INCOME RECOGNITION

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See Note 3 for a discussion of fair value measurements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVESTMENT VALUATION AND INCOME RECOGNITION (CONTINUED)

Purchases and sales of securities are recorded on the trade date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Investment income includes the gains and losses on investments bought and sold as well as held during the year. Realized and unrealized gains and losses on these investments are reported in the statements of activities and changes in net assets as increases or decreases in net assets without donor restrictions unless their use is temporarily or permanently restricted by explicit donor stipulations or by law. Realized and unrealized gains and losses and other investment income, net of related fees, are reflected in the accompanying statements of activities as investment income, net. These amounts are reported in the statements of activities and changes in net assets as increases or decreases in net assets without donor restrictions or net assets with donor restrictions as appropriate based on any donor stipulations or law.

Investments and non-marketable securities in general, are exposed to various risks such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the values of these investment securities will occur in the near term and those changes could materially affect the amounts reported in the statements of financial position and statements of operations and changes in net assets. Marketable securities with readily determinable fair values are measured at fair value in the statements of financial position. Gains and losses on investments are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law.

PROPERTY AND EQUIPMENT

Property and equipment acquisitions are recorded at cost. Depreciation of property and equipment is provided using the straight-line method over the estimated useful lives of the assets as follows:

Buildings and improvements	10 – 40 years
Furniture, fixtures and equipment	3 – 25 years
Computers and software	3 – 5 years
Vehicles	4 years

Expenditures for maintenance and repairs are charged to operations as incurred. Expenditures in excess of $1,000 for renewals and betterments are capitalized.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

IMPAIRMENT OF OTHER LONG-LIVED ASSETS

The Home records impairment losses on other long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. There was no impairment loss recorded during year ended September 30, 2021 and 2020.

SPLIT-INTEREST AGREEMENTS

The Home has entered into several split-interest agreements whereby assets were transferred to the Home and invested. Under the terms of the program, contributions are received from donors in exchange for a promise by the Home to pay a fixed amount for a specified period of time to a donor or individuals designated by the donor. Annuity contracts may be established for either one or two lives and provide that fixed payments be made to the annuitants for the remainder of their lives. Upon termination of the annuity contract, any remaining assets revert to the Home for purposes as specified in the charitable gift annuity contracts.

On an annual basis, the Home revalues the liability to make distributions to the designated beneficiaries based on actuarial assumptions.

CHARITABLE REMAINDER TRUST

The Home is the beneficiary of a charitable remainder trust managed by an unrelated trustee. A charitable remainder trust provides for the payment of distributions to the granter or other designated beneficiaries over the trust's term (usually the designated beneficiary's lifetime). At the end of the trust's term, the remaining assets are available for the Home's use. The trust is carried at the fair value of the underlying investments. The portion of the trust attributable to the present value of the future benefits to be received by the Home is recognized in the statements of activities as a donor- restricted contribution in the period the trust is established. On an annual basis, the Home revalues the liability to make distributions to the designated beneficiaries based on actuarial assumptions.

DEBT ISSUANCE COSTS

Debt issuance costs are fees and other costs incurred in obtaining financing, amortized on a straight- line basis, over the term of the related debt which approximates the effective interest rate. Debt issuance costs are presented as a direct deduction of the carrying amount of the debt. Amortization of debt issuance costs is included in interest expense.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROMISES TO GIVE

Unconditional promises to give that are expected to be collected or paid within one year are recorded at net realizable value. Unconditional promises to give that are to be collected or paid in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received or paid. Amortization of the discounts is included in contribution revenue or expense. Conditional promises to give are not included in support or expenses until the conditions are substantially met.

INTEREST RATE SWAP AGREEMENTS

The Home has entered into two interest rate swap agreements associated with its bonds payable. The agreements effectively change the interest rate exposure of the bonds payable from variable rate to fixed rate. The swap agreements became effective on May 1, 2016, which was one month prior to the first principal payment. The termination date of the swap agreements is May 1, 2026. The differential paid or received on the swap agreements is included in interest expense in the accompanying statements of activities and changes in net assets. The change in fair value of the interest rate swap agreements is separately shown on the statements of activities and changes in net assets. See Note 7 for further information.

AGENCY TRANSACTIONS

The Home provides residents with a service by which residents' funds are maintained in a separate account, the use of which is directed by the resident. Such funds are maintained in a separate bank account and are reflected in the accompanying statements of financial position as agency assets - residents' trust funds with a corresponding liability as agency liabilities - funds held for residents.

REVENUE RECOGNITION

The Home recognizes revenue at an amount reflecting the consideration to which the Home expects to be entitled in exchange for transferring goods or services to its customers using the following five-step process:

1. Identify the contract(s) with the customer
2. Identify the performance obligation(s) in the contract
3. Determine the transaction price

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

4. Allocate the transaction price to performance obligations in the contract
5. Recognize revenue when (or as) the Home satisfies a performance obligation

See below for details on how the above five-step process is applied to the Home's contracts with customers.

REVENUES FROM CONTRACTS WITH CUSTOMERS

Resident care and services and community services revenue is reported at the amount reflecting the consideration the Home expects to receive in exchange for the services provided. These amounts are due from residents, patients or third-party payors (including health insurers and government payors). Performance obligations are determined based on the nature of the services provided.

Resident care and services and community services revenue is recognized as performance obligations are satisfied. The Home recognizes revenue in accordance with the provisions of Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers* (ASC 606).

PERFORMANCE OBLIGATIONS

At contract inception, the Home assesses the goods and services promised in its contracts with customers and identifies a performance obligation for each promise to transfer to the customer a distinct good or service (or bundle of goods or services). To identify the performance obligations, the Home considers all of the goods or services promised in the contract regardless of whether they are explicitly stated or implied by customary business practices. The Home determines the following distinct goods and services represent separate performance obligations:

- Skilled nursing facility services
- Assisted living services
- Continuing care at home services
- Home care services
- Hospice services
- Outpatient services
- Other services

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PERFORMANCE OBLIGATIONS (CONTINUED)

The Home satisfies its performance obligations for skilled nursing facility services, hospice and assisted living services upon completion of each day's service or as ancillary services are provided. Patients receive care and room and board on a per diem basis and can also receive various ancillary services. Residents are charged a daily fee for bed stay and services provided. Fees for ancillary services performed are payable upon receipt. Private room charges are due one month in advance.

The Home satisfies its performance obligations for continuing care at home services over time as benefits are transferred to the resident. Because a member has the ability to discontinue paying the monthly service fee at any time, the agreement is viewed as a monthly contract with an option to renew. Payment terms for the entrance fee are a fixed amount paid at the time the contract is signed and the member begins in the program. The nonrefundable entrance fee is recorded as a contract liability and amortized over the estimated actuarial life of the member, which is re-evaluated on an annual basis. The monthly service fee is set at the time of the contract signing and is fixed except for annual inflationary increases.

The Home satisfies its performance obligations for home care services upon completion of each session of service provided. Medicare pays the Home a predetermined base payment for each patient, adjusted for the health condition and care needs of the beneficiary. The payment covers a 60-day episode of care. The Home receives half of the estimated base payment upon filing of the initial claim. The second half of the payment is received at the close of the 60-day episode. Once an episode is approved by Medicare, payment is expected for the services provided. Effective January 1, 2020, Home Health Medicare services are paid under the new Patient Driven Grouping Model (PDGM), which uses 30 day periods as a basis for payment. Each 30 day period is placed into different subgroups for each of the following categories: Admission source, timing of the 30 day episode, clinical grouping, functional impairment level, and comorbidity adjustment. These factors are utilized to derive at the final payment of each 30 day episode under PDGM. Under both HHPPS and PDGM, revenue is recognized ratably over the episode based on the beginning and ending dates which are a reasonable proxy for the transfer of benefit of the service.

The Home satisfies its performance obligations for outpatient services upon completion of each service provided.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PERFORMANCE OBLIGATIONS (CONTINUED)

Performance obligations are determined based on the nature of the services provided by the Home. Revenue for performance obligations satisfied over time is recognized based on the estimated realizable amount earned for services provided. The Home believes this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation.

TRANSACTION PRICE

The Home determines the transaction price based on standard charges for room and board and services provided, reduced by contractual adjustments provided to applicable third-party payors or discounts provided to uninsured patients in accordance with the Home's policy. The Home determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies and historical experience. The Home determines its estimate of implicit price concessions based on its historical collection experience with this class of patients. Agreements with third-party payors provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

- Medicare - Certain skilled nursing facility services are paid at prospectively determined rates per discharge based on clinical, diagnostic and other factors.
- Medicaid - Reimbursements for Medicaid services are generally paid at prospectively determined rates on a per diem basis.
- Other - Payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations provide for payment using prospectively determined daily rates or discounts from established charges.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various healthcare organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Home's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Home. In addition, the contracts the Home has with commercial payors also provide for retroactive audit and review of claims.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

TRANSACTION PRICE (CONTINUED)

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Home's historical settlement activity, including an assessment to ensure the probability of a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews and investigations.

Generally, patients who are covered by third-party payers are responsible for related deductibles and coinsurance, which vary in amount. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts and implicit price concessions based on historical collection experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change.

Subsequent changes determined to be the result of an adverse change in the patient's ability to pay are recorded as bad debt expense.

The Home has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, managed care or other insurance, patient) have different reimbursement and payment methodologies
- Length of the patient's service or episode of care
- Line of business providing the service

Other operating income includes food and service revenue, child care, fitness center and other nonpatient revenue. This revenue is recognized on a monthly basis upon the provision of the respective service.

The difference between the opening and closing balances of the Home's contract liabilities from entrance fees primarily result from the timing difference between the Home's performance and nonrefundable entrance fees received and/or amortized during the period.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

TRANSACTION PRICE (CONTINUED)

The composition of revenues by primary payor for the years ended September 30, 2021 and 2020 is as follows:

	2021				2020			
	Resident Services and Care		Community Services		Resident Services and Care		Community Services	
Medicaid	$ 21,975,068	50%	$ 126,957	1%	$ 23,108,950	54%	$ 189,924	2%
Private	12,896,898	29%	4,866,719	49%	12,091,156	28%	5,176,170	49%
Medicare	8,718,513	20%	3,269,260	33%	5,971,838	14%	3,075,536	29%
Continuing care members	--	0%	1,443,200	14%	--	0%	1,353,212	13%
Other third-party payors	633,712	1%	301,618	3%	1,566,639	4%	697,788	7%
	$ 44,224,191	100%	$ 10,007,754	100%	$ 42,738,583	100%	$ 10,492,630	100%

Average occupancy was 91% and 90% for the years ended September 30, 2021 and 2020, respectively.

CONTRACT LIABILITIES

The Home recognizes contract liabilities in relation to its private payor long-term care, assisted living businesses and adult day services. The opening and closing balances of the Home's contract liabilities are as follows:

Opening (October 1, 2019)	$ 499,593
Closing (September 30, 2020)	870,967
Increase	$ 371,374
Opening (October 1, 2020)	$ 870,967
Closing (September 30, 2021)	821,461
Decrease	$ (49,506)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

The Home has been recognized by the Internal Revenue Service (IRS) as not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

The Home accounts for uncertainty in income tax positions by applying a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Management has analyzed the tax positions taken and has concluded that as September 31, 2021 and 2020, there are no tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Home is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Expenses that can be identified with a specific service are charged directly according to their natural expenditure classification. Salaries and benefits are supported by time records for specific services. Facility costs, including rent, utilities and insurance are allocated based upon square footage. General and administrative expenses and other indirect costs that cannot be specifically identified with any one service are allocated based on a percentage of direct and directly allocable expenses for that particular service depending on the nature of the expense. All other costs are directly charged to the programs and supporting services they benefit.

RECLASSIFICATION

Certain reclassifications to the 2020 financial statements have been made in order to conform to the 2021 presentation. Such reclassifications did not have a material effect on the accompanying statements of operations and changes in net assets.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

SUBSEQUENT EVENTS

As discussed in Note 5, subsequent to year end the Home received approximately $1,700,000 in Provider Relief Funds.

In preparing these financial statements, the Home has evaluated events and transactions for potential recognition or disclosure through January 28, 2022, the date the financial statements were available to be issued. Other than disclosed above, there were no other events identified that required recognition or disclosure in the financial statements.

NOTE 3 - FAIR VALUE MEASUREMENTS

GAAP established a framework for measuring fair value. That framework provides a fair value hierarchy prioritizing the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets the Home has the ability to access.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices observable for the asset or liability;
- Inputs derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. As a practical expedient, certain investments are measured at fair value on the basis of net asset value. The fair value of these investments are not included in the fair value hierarchy.

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

FINANCIAL INSTRUMENTS MEASURED AT FAIR VALUE

The following is a description of the valuation methodologies used for financial instruments measured at fair value:

MONEY MARKET FUNDS - This investment class is meant to provide safety when money managers are unable to find investments with appropriate returns consistent with their strategy. It tends to be very short term with a very low return.

CORPORATE BONDS - Certain corporate bonds are valued at the closing price reported in the active market in which the individual securities are traded. Other corporate bonds are valued based on yields currently available on comparable securities of issuers with similar durations and credit ratings.

MUNICIPAL BONDS - This investment class is meant to provide a low risk component to the Home's portfolio and provides an asset class that has a low correlation to the equity investments.

COMMON AND PREFERRED STOCKS - Common and preferred stocks are valued at the closing price reported in the active market in which the individual securities are traded.

MUTUAL FUNDS - Mutual funds are valued at the quoted net asset value of shares held by the Home at year end.

EXCHANGE TRADED FUNDS - Exchange traded funds are valued at the closing price reported in the active market in which the individual securities are traded.

U.S. GOVERNMENT BONDS - U.S. government bonds are valued at the closing price reported in the active market in which the individual securities are traded.

HEDGE FUNDS - The fair value of the hedge funds has been determined using the net asset value (NAV) per share as a practical expedient and is not categorized in the fair value hierarchy. The hedge funds valued by external investment managers taking into consideration the fair value of the underlying assets and liabilities, current distribution rates and discounts for redemption and liquidity restrictions. Accordingly, the estimated fair values may differ from the values that would have been used had a ready market existed for these investments.

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

FINANCIAL INSTRUMENTS MEASURED AT FAIR VALUE (CONTINUED)

INTEREST RATE SWAP AGREEMENTS **-** Interest rate swap agreements are valued using both observable and unobservable inputs, such as quotations received from the counterparty, dealers or brokers, whenever available and considered reliable. In instances where models are used, the value of the interest rate swap depends upon the contractual terms of, and specific risks inherent in, the instrument as well as the availability and reliability of observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, assumptions for nonperformance risk and correlations of such inputs. Interest rate swap agreements have inputs which can generally be corroborated by market data and are therefore classified as Level 2.

There have been no changes in the methodologies used at September 30, 2021 and 2020.

The following tables set forth by level, within the fair value hierarchy, the Home's assets and liabilities subject to fair value reporting at fair value as of September 30, 2021 and 2020:

	2021				
		Investments Valued using Net Asset	Fair Value Measurements Using		
Description	Total	Value (a)	Level 1	Level 2	Level 3
Money market funds	$ 139,527	$ --	$ 139,527	$ --	$ --
Fixed income					
Corporate bonds	263,122	--	--	263,122	--
Municipal bonds	161,257	--	161,257	--	--
Equity securities					
Common stocks	715,686	--	715,686	--	--
Preferred stocks	94,940	--	94,940	--	--
Mutual funds					
Fixed income	2,767,856	--	2,767,856	--	--
Equities	6,549,727	--	6,549,727	--	--
U.S. government bonds	773,276	--	773,276	--	--
Exchange traded funds	1,016,794	--	1,016,794	--	--
Hedge funds	1,679,578	1,679,578	--	--	--
Total Assets at Fair Value	$ 14,161,763	$ 1,679,578	$ 12,219,063	$ 263,122	$ --
Total Liabilities at Fair Value					
Interest rate swap agreements	$ 111,290	$ --	$ --	$ 111,290	$ --

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

FINANCIAL INSTRUMENTS MEASURED AT FAIR VALUE (CONTINUED)

(a) Certain investments that are measured at fair value using the net asset value (NAV) per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position.

	2020				
		Investments Valued using Net Asset	Fair Value Measurements Using		
Description	Total	Value (a)	Level 1	Level 2	Level 3
Money market funds	$ 661,450	$ --	$ 661,450	$ --	$ --
Fixed income					
Corporate bonds	307,539	--	--	307,539	--
Municipal bonds	177,927	--	177,927	--	--
Equity securities					
Common stocks	544,458	--	544,458	--	--
Preferred stocks	160,075	--	160,075	--	--
Mutual funds					
Fixed income	2,847,682	--	2,847,682	--	--
Equities	6,429,839	--	6,429,839	--	--
U.S. government bonds	73,997	--	73,997	--	--
Exchange traded funds	753,116	--	753,116	--	--
Hedge funds	931,442	931,442	--	--	--
Total Assets at Fair Value	$ 12,887,525	$ 931,442	$ 11,648,544	$ 307,539	$ --
Total Liabilities at Fair Value					
Interest rate swap agreements	$ 113,642	$ --	$ --	$ 113,642	$ --

(a) Certain investments that are measured at fair value using the net asset value (NAV) per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position.

NOTE 3 - FAIR VALUE MEASUREMENTS (CONTINUED)

FINANCIAL INSTRUMENTS MEASURED AT FAIR VALUE (CONTINUED)

Additional information regarding investments that report fair value based on NAV per share or unit as of September 30, 2021 and 2020 is as follows:

Description	Fair Value 2021	Fair Value 2020	Unfunded Commitments	Redemption Frequency	Redemption Notice Period	Liquidity or Other Restrictions
Hedged capital appreciation						
Alkeon Growth	$ 976,875	$ 931,442	None	Quarterly	25 days	1 year
Blackstone Real Estate						
Income Trust	$ 702,703	$ --	None	Monthly	T-3	1 year

OTHER FINANCIAL INSTRUMENTS

The fair value of cash and cash equivalents, receivables, prepaid expense, accounts payable, accrued expenses and contract liabilities approximate their fair value because of the short-term nature of these instruments.

NOTE 4 - CONTRIBUTIONS RECEIVABLE

Contributions receivable as of September 30, 2021 and 2020 are expected to be collected as follows:

	2021		
	Restricted for Time or Purpose	Restricted in Perpetuity	Total
Within one year	$ 133,986	$ 2,000	$ 135,986
Within one to five years	468,172	8,000	476,172
More than five years	--	13,000	13,000
Total contributions receivable	602,158	23,000	625,158
Less discount to net present value	(65,544)	(5,540)	(71,084)
Net contributions receivable	$ 536,614	$ 17,460	$ 554,074

NOTE 4 - CONTRIBUTIONS RECEIVABLE (CONTINUED)

	2020		
	Restricted for Time or Purpose	Restricted in Perpetuity	Total
Within one year	$ 113,186	$ 2,000	$ 115,186
Within one to five years	--	8,000	8,000
More than five years	--	14,000	14,000
Total contributions receivable	113,186	24,000	137,186
Less discount to net present value	--	(5,540)	(5,540)
Net contributions receivable	$ 113,186	$ 18,460	$ 131,646

Contributions receivable in more than one year at September 30, 2021 and 2020 are discounted at 4.5%.

CONDITIONAL PROMISES TO GIVE

The Home has been advised that it is named as a beneficiary in other charitable trusts and wills. No amounts have been recognized in the accompanying financial statements, inasmuch as these instruments are conditional and subject to change.

NOTE 5 - COVID-19 PANDEMIC

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a pandemic which continues to spread throughout the United States and the world. The Home is monitoring the outbreak of COVID-19 and the related business and travel restrictions and its impact on operations, financial position, cash flows, reopening trends, patient and third party payor payments, and the industry in general, in addition to the impact on its employees. Due to the rapid development and fluidity of this situation, the magnitude and duration of the pandemic and its impact on the Home's operations and liquidity is uncertain as of the date of this report. While there could ultimately be a material impact on operations and liquidity of the Home at the time of issuance, the impact could not be yet determined.

NOTE 5 - COVID-19 PANDEMIC (CONTINUED)

PROVIDER RELIEF FUND

In response to COVID-19, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law on March 27, 2020. The CARES Act authorized funding to healthcare providers to be distributed through the Provider Relief Fund (PRF). Payments from the Provider Relief Fund are to be used to prevent, prepare for, and respond to COVID-19, and shall reimburse the recipient for health care related expenses or lost revenues attributable to COVID-19 and are not required to be repaid except where PRF funding received exceed the limits on eligible health care related expenses or lost revenues as defined by the U.S. Department of Health and Human Services (HHS), provided the recipients attest to and comply with the terms and conditions. HHS distributions from the Provider Relief Fund include general distribution and targeted distributions.

During the years ended September 30, 2021 and 2020, the Home received \$46,388 and \$2,296,342, respectively, in funding from the Provider Relief Fund. Of these amounts, \$46,388 and \$2,053,642 for the years ended September 30, 2021 and 2020, respectively, have been recognized as revenue within COVID-19 Relief Revenue on the accompanying statements of operations and changes in net assets determined on a systematic basis in line with the recognition of specific expenses and lost revenues for which the grants are intended to compensate. Subsequent to year end, the Home received approximately \$1,700,000 in PRF funding.

CORONAVIRUS RELIEF FUND

During the years ended September 30, 2021 and 2020, the Home received \$353,079 and \$864,811, respectively, of stimulus funds passed through from the State of Connecticut originating from the Coronavirus Relief Fund, also established by the CARES Act. These amounts have been included within COVID-19 Relief Revenue as of September 30, 2021 and 2020 on the accompanying statements of activities and changes in net assets.

ADVANCES PAYABLE

During the year ended September 30, 2020, advances payable includes \$385,000 provided by the Connecticut Department of Social Services These payments were issued to help ease the financial strain due to any disruption in claims submission and/or claims processing related to the COVID-19 Public Health Emergency. Management anticipates that these advances will be recouped in fiscal 2022.

NOTE 6 - NOTES PAYABLE

Notes payable as of September 30, 2021 and 2020 consist of the following:

	2021	2020
Unsecured subordinate loans in the amount of $585,000, payable to related parties monthly in the amount of $17,800, including interest at 5%, compounded monthly commencing on December 1, 2018 through March 1, 2023. The loans will also accrue payment-in-kind (PIK) interest at 5%, and the PIK interest will be added to the outstanding balance. During the years ended September 30, 2021 and 2020, the loans accrued PIK interest of $8,756 and $8,320, respectively. The loans are subordinate to the bonds and notes payable. (See Note 13)	$ 179,539	$ 170,783
Equipment loans in the amount of $110,493, payable in monthly installments of $1,271 and $766, including one noninterest-bearing loan and one at 2.9%, compounded monthly through April 2022 and March 2023, secured by the financed equipment.	24,460	48,928
	203,999	219,711
Less current portion	197,869	195,239
Total notes payable - long-term	$ 6,130	$ 24,472

The following is a schedule of future maturities of notes payable at September 30, 2021:

Years ending September 30,	
2022	$ 197,869
2023	6,130
	$ 203,999

LETTER OF CREDIT

As of September 30, 2021 and 2020, the Home has a standby letter of credit for $700,000 and $850,000, respectively, that renews annually each fiscal year. There were no amounts outstanding as of September 30, 2021 and 2020. The letter expires on April 30, 2022.

NOTE 7 - BONDS PAYABLE

On April 29, 2014, the Home obtained $62,000,000 from the issuance of City of Bridgeport tax-exempt bonds through People's United Bank to develop and construct a new campus on Park Avenue. The new campus was substantially completed on July 1, 2016 and houses all operations of the Home. The bonds consist of Senior Living Facility Revenue Bonds, Series 2014A (Series A) in the principal amount of $55,500,000 and Senior Living Facility Revenue Bonds, Series 2014B (Series B) in the principal amount of $6,500,000. The Series A bonds mature on May 1, 2041 and the Series B bonds mature on May 1, 2026. Quarterly interest payments commenced May 29, 2014 at the Bank Rate as defined in the agreement and quarterly principal payments commenced June 1, 2016. The bonds are secured by all tangible assets, contributions receivable, leases and revenues of the Home.

As discussed in Note 2, the Home has interest rate swap agreements with People's United Bank. The original notional values of the swaps were $55,500,000 and $6,500,000, from the issuance of the City of Bridgeport tax-exempt bonds. The swap agreements provide the Home with interest rate protection for its City of Bridgeport tax-exempt variable rate bonds. The Home agrees to pay People's United Bank fixed rates of 2.67% for the Series A bonds and 2.38% for the Series B bonds in exchange for receiving a floating variable rate. The fixed rates include a termination fee equal to 0.145% for the Series A bonds and 0.05% for the Series B bonds, which will enable the Home to terminate the swaps at any time on or after May 1, 2023 without making termination payments.

Bonds payable on the statements of financial position are net of unamortized debt issuance costs of $741,151 and $783,302 at September 30, 2021 and 2020, respectively. Principal payments due on the bonds payable are expected to be as follows:

Years ending September 30,	
2022	$ 2,246,667
2023	2,343,333
2024	2,446,667
2025	2,556,667
2026	2,630,000
Thereafter	40,380,833
	$ 52,604,167

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NOTE 7 - BONDS PAYABLE (CONTINUED)

The bonds payable are subject to certain financial covenants to be tested on an annual basis, whereas, the Home is required to meet certain requirements. The Home was in compliance with its financial covenants as of September 30, 2021 and 2020

During the year ended September 30, 2020, in an effort to alleviate the impact of the COVID pandemic on the Home, People's United Bank agreed to defer payments of principal and interest for three months beginning June 1 through August 31, without penalty. The agreement required that the three months' principal and interest payments due be added to the total balance due at the end of the bonds' term and are reflected in the schedule above.

NOTE 8 - BENEFIT PLANS

PENSION PLAN

The Home has a noncontributory defined benefit pension plan (the Plan) covering all eligible employees as of September 30, 2004, the date the Plan was frozen and all benefit accruals ceased. The benefits are based upon years of service, and employees were fully vested in the company match and contribution after five years of service.

The Home makes annual contributions to the Plan that meet or exceed the minimum amounts specified by the Employment Retirement Income Security Act of 1974 (ERISA), as amended. During 2021 and 2020, the Home was required to make contributions to the Plan of $360,000 and $200,000, respectively. Additionally, based on the plan actuary’s calculations, the Home expects to contribute $100,000 to the Plan in fiscal year 2022.

NOTE 8 - BENEFIT PLANS (CONTINUED)

PENSION PLAN (CONTINUED)

The following table sets forth the changes in the benefit obligations and funded status of the Plan as of September 30:

	2021	2020
Change in accumulated benefit obligation		
Accumulated benefit obligation at beginning of year	$ 5,223,804	$ 5,373,726
Interest cost	122,929	151,474
Actuarial (gain) loss	(31,178)	433,988
Settlement	(432,047)	(671,389)
Benefits paid	(67,247)	(63,995)
Accumulated benefit obligation, end of year	4,816,261	5,223,804
Change in plan assets		
Fair value of plan assets at beginning of year	3,066,168	3,427,813
Actual return on plan assets	552,151	173,739
Employer contributions	360,000	200,000
Settlement	(432,047)	(671,389)
Benefits paid	(67,247)	(63,995)
Fair value of plan assets, end of year	3,479,025	3,066,168
Funded status, end of year (underfunded)	$ (1,337,236)	$ (2,157,636)
Amounts recognized in the statements of financial position		
Accrued pension liability	$ (1,337,236)	$ (2,157,636)

NOTE 8 - BENEFIT PLANS (CONTINUED)

PENSION PLAN (CONTINUED)

The following table sets forth the net periodic benefit cost recognized for the years ended September 30:

	2021	2020
Components of net periodic benefit cost		
Interest cost	$ 122,929	$ 151,474
Expected return on plan assets	(106,299)	(129,022)
Settlement	176,432	376,545
Amortization of net loss	308,590	325,930
Net periodic benefit cost	$ 501,652	$ 724,927

The Home has recorded an adjustment to relieve pension liability not recognized in the net periodic pension cost of $962,052 and $313,204 for the years ended September 30, 2021 and 2020, respectively.

ASSUMPTIONS

The significant underlying assumptions used to determine benefit obligations and net benefit cost are as follows:

	2021	2020
Discount rate - benefit obligation	2.80%	2.65%
Discount rate - net periodic benefit cost	2.65%	3.15%
Long-term rate of return	6.50%	6.50%
Mortality:		

Based on Pri-2012 Total dataset base rate mortality table projected generationally using MP-202

NOTE 8 - BENEFIT PLANS (CONTINUED)

PENSION PLAN (CONTINUED)

FINANCIAL INSTRUMENTS MEASURED AT NAV

The plan assets have been invested in certain pooled separate accounts. The fair value of the pooled separate accounts have been determined using the net asset value (NAV) per share as a practical expedient and is not categorized in the fair value hierarchy. All pooled separate accounts of the Plan as of September 30, 2021 and 2020 are invested in registered mutual funds which are valued at the closing price reported on the active markets on which the individual securities are traded.

The following table list the investments in the pooled separate accounts held within the Plan as of September 30, 2021 and 2020:

	Assets at Fair Value as of September 30:					
	Fair Value			Redemption Frequency if Currently	Other Redemption	Redemption Notice
Investment	2021	2020	Unfunded Commitments	Eligible	Restrictions	Period
Pooled separate accounts	$ 3,479,025	$ 3,066,168	None	Daily	None	None

The following is a summary of the asset allocation of the pooled separate accounts of the Plan as of September 30, 2021 and 2020:

	2021	2020
Large U.S. Equity	39%	39%
Small / Mid U.S. Equity	3%	3%
International Equity	22%	22%
Short-term fixed income	29%	0%
Fixed income	7%	29%
Other	0%	7%

NOTE 8 - BENEFIT PLANS (CONTINUED)

PENSION PLAN (CONTINUED)

The Plan's investment strategy was to build an efficient, well diversified portfolio based on a long-term, strategic outlook on the investment markets. The investment markets outlook utilizes both historical-based and forward-looking return forecasts to establish future return expectations for various asset classes. These return expectations were used to develop a core asset allocation based on the specific needs of the Plan. The core asset allocation utilized multiple investment managers in order to maximize the Plan's return while minimizing risk. The expected long-term rate of return on plan assets reflected the average rate of earnings expected on the funds invested, or to be invested, to provide for the benefits included in the projected benefit obligation.

In estimating that rate, the Home gave appropriate consideration to the returns being earned by the plan assets in the fund and the rates of return expected to be available for reinvestment.

ESTIMATED FUTURE BENEFIT PAYMENTS

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Years ending September 30,	
2022	$ 900,000
2023	330,000
2024	300,000
2025	220,000
2026	270,000
2027 - 2031	1,440,000

NOTE 8 - BENEFIT PLANS (CONTINUED)

EMPLOYEE 401K PLAN

The Home maintains a defined contribution plan. Employee contributions under the plan are determined by the participating employees, subject to certain Internal Revenue Service imitations, and the Home matches employee contributions at a rate of 50%, up to a maximum of 4% of compensation. The Home also offers a discretionary profit-sharing contribution. The Home's contribution expense totaled $379,502 and $456,343 for the years ended September 30, 2021 and 2020, respectively.

NOTE 9 - CONCENTRATION OF CREDIT RISK

The Home grants credits without collateral to its resident, most of whom are local residents, and some are funded under third-party payor agreements. The mix of gross receivables at September 30, 2021 and 2020 was as follows:

	2021	2020
Medicare	18 %	21 %
Medicaid	44 %	47 %
Private pay and other	38 %	32 %
	100 %	100 %

NOTE 10 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Home's financial assets available within one year of the statements of financial position date for general expenditure as of September 30, 2021 and 2020 are as follows:

	2021	2020
Cash and cash equivalents	$ 4,677,427	$ 5,217,318
Accounts receivable, net	5,019,966	4,469,058
Current portion of contributions receivable, net without donor restrictions	133,986	113,186
Entrance fee receivables	240,006	284,483
Total Financial Assets Available Within One Year for General Expenditure	$ 10,071,385	$ 10,084,045

NOTE 10 - LIQUIDITY AND AVAILABILITY OF RESOURCES

LIQUIDITY MANAGEMENT

The Home is substantially supported by amounts it receives for providing patient and resident services. In addition, the Home receives donations and has accumulated an endowment that is restricted in part by donors with the remainder restricted by the Home's board of directors. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Home must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year. As part of the Home's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Home has the ability to access its board designated investments to meet obligations that are in excess of its normal operating cash flows. Additionally, the Home also has a $700,000 letter of credit available as of September 30, 2021 (see Note 6).

NOTE 11 - NET ASSETS WITH DONOR RESTRICTIONS

The following is the composition of the Home's net assets with donor restrictions at September 30, 2021 and 2020:

	2021	2020
Restricted in perpetuity		
General purpose	$ 9,137,261	$ 8,967,666
Income use restricted		
Specific programs	1,860,030	1,988,237
Total restricted in perpetuity	10,997,291	10,955,903
Restricted by time or purpose		
Accumulated earnings on endowment funds held in perpetuity	2,391,995	1,381,662
Specific programs	5,721	1,433
Capital	519,671	100,000
Future periods	11,222	11,754
Total purpose and time restricted	2,928,609	1,494,849
Total Net Assets with Donor Restrictions	$ 13,925,900	$ 12,450,752

NOTE 11 - NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Net assets with donor restrictions were released from restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by donors are as follows for the years ended September 30, 2021 and 2020:

	2021	2020
Purpose restrictions		
Accumulated earnings on permanent endowment funds	$ 468,772	$ 515,076
Specific programs	28,181	22,500
Capital	292,210	251,977
Passage of time	10,000	38,100
Net Assets Released from Restrictions	$ 799,163	$ 827,653

NOTE 12 - ENDOWMENT

The Home's endowment consists of approximately 69 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

INTERPRETATION OF RELEVANT LAW

The Board of Directors of the Home has interpreted the Connecticut Prudent Management of Institutional Funds Act (CTPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund not classified in permanently endowment is classified as donor-restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by CTPMIFA.

NOTE 12 - ENDOWMENT

INTERPRETATION OF RELEVANT LAW (CONTINUED)

In accordance with CTPMIFA, the Home considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purposes of the organization and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the organization
- The investment policies of the organization

Endowment net asset composition as of September 30, 2021 and 2020 is as follows:

2021	Without Donor Restriction	With Donor Restrictions	Total Endowment Assets
Board-designated endowment funds	$ 316,888	$ --	$ 316,888
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	--	10,997,291	10,997,291
Accumulated gains and income on donor-restricted endowment assets not yet appropriated	--	1,534,239	1,534,239
Term endowment	--	857,756	857,756
Total Funds	$ 316,888	$ 13,389,286	$ 13,706,174

NOTE 12 - ENDOWMENT (CONTINUED)

INTERPRETATION OF RELEVANT LAW (CONTINUED)

2020	Without Donor Restriction	With Donor Restrictions	Total Endowment Assets
Board-designated endowment funds	$ 277,774	$ --	$ 277,774
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	--	10,812,247	10,812,247
Accumulated gains and income on donor-restricted endowment assets not yet appropriated	--	536,268	536,268
Term endowment	--	845,394	845,394
Total Funds	$ 277,774	$ 12,193,909	$ 12,471,683

NOTE 12 - ENDOWMENT (CONTINUED)

INTERPRETATION OF RELEVANT LAW (CONTINUED)

Change in endowment net assets for the years ended September 30, 2021 and 2020 are as follows:

	Without Donor Restriction	With Donor Restrictions	Total Endowment Assets
Endowment net assets - October 1, 2019	$ 210,773	$ 11,655,626	$ 11,866,399
Investment return			
Income, net	45,998	461,541	507,539
Net investment gains	21,003	262,410	283,413
Total investment return	67,001	723,951	790,952
Contributions	--	329,408	329,408
Appropriation of endowment assets for expenditure	--	(515,076)	(515,076)
Endowment net assets - September 30, 2020	277,774	12,193,909	12,471,683
Investment return			
Income, net	41,368	423,401	464,769
Net investment losses	(2,254)	1,207,712	1,205,458
Total investment return	39,114	1,631,113	1,670,227
Contributions	--	33,036	33,036
Appropriation of endowment assets for expenditure	--	(468,772)	(468,772)
Endowment net assets - September 30, 2021	$ 316,888	$ 13,389,286	$ 13,706,174

NOTE 12 - ENDOWMENT (CONTINUED)

FUNDS WITH DEFICIENCIES

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or CTPMIFA requires the Home to retain as a fund of perpetual duration. As of September 30, 2021, there are no funds with deficiencies in net assets with donor restrictions.

RETURN OBJECTIVES AND RISK PARAMETERS

The Home has adopted investment and spending policies for endowment assets attempting to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor- restricted funds the Home must hold in perpetuity or for a donor-specified period(s) as well as board- designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner intending to produce results exceeding the price and yield results of the Home's custom index while assuming a moderate level of investment risk. The Home expects its endowment funds, over time, to provide an average rate of return of approximately 6.5% annually. Actual returns in any given year may vary from this amount.

STRATEGIES EMPLOYED FOR ACHIEVING OBJECTIVES

To satisfy its long-term rate-of-return objectives, the Home relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Home targets a diversified asset allocation placing an emphasis on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

SPENDING POLICY AND HOW THE INVESTMENT OBJECTIVES RELATE TO SPENDING POLICY

The Home has a policy of appropriating for distribution each year 4% of the total endowment investment value. In establishing this policy, the Home considered the long-term expected return on its endowment.

NOTE 12 - ENDOWMENT (CONTINUED)

SPENDING POLICY AND HOW THE INVESTMENT OBJECTIVES RELATE TO SPENDING POLICY (CONTINUED)

Accordingly, over the long term, the Home expects the current spending policy to allow its endowment to grow at an average of 6.5% annually. This is consistent with the Home's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return. The Home has a policy that does not permit spending from underwater endowment funds, unless otherwise precluded by donor intent or relevant laws and regulations.

NOTE 13 - RELATED PARTY TRANSACTIONS

The Auxiliaries made contributions to the Home of $271,806 and $243,850 for the years ended September 30, 2021 and 2020, respectively.

The Home receives a fee for providing billing services for Geriatric Professional Group, LLC (GPG), which provides physicians' services to residents of the Home. The Home had revenues from GPG of approximately $12,000 and $0 during the years ended September 30, 2021 and 2020, respectively. Amounts due to the Home from GPG at September 30, 2021 and 2020 are reflected in prepaid expenses and other assets in the accompanying statements of financial position and amounted to approximately $750 and $0, respectively.

During the year ended September 30, 2019, payments were made toward the board member loans in the amount of $282,820 and $143,325 was forgiven. During the year ended September 30, 2020, an additional $24,303 was forgiven by board members. As of September 30, 2021 and 2020, the outstanding balance related to these loans is $179,539 and $170,783, respectively.

NOTE 14 - CASH FLOWS

ADDITIONAL CASH FLOW INFORMATION

The Home paid cash for interest of $2,047,472 and $2,090,212 during the years ended September 30, 2021 and 2020, respectively.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Claims and legal actions are brought against the Home during the normal course of business. Management has taken the necessary steps to mitigate potential losses by obtaining insurance coverage and engaging legal counsel. In the opinion of management, no claims or legal actions have been asserted against the Home that, individually or in the aggregate, will be in excess of its insurance coverage.

The Home is party to various legal proceedings and claims incidental to its normal business operations, including suits in which it is a defendant. Based on consultation with counsel, it is the opinion of management that all claims and proceedings can be ultimately defended and resolved without significant adverse effect on the financial position, results of operations or cash flows of the Home.

EXHIBIT VI

SOURCE AND APPLICATION OF FUNDS

TJH Senior Living, LLC	
Dogwoods @ Long Ridge	
Sources and Uses	**Permanent Financing / Construction**
Uses	
Land and Other Land Related	$21,415,000
Professional Services	6,170,000
Construction/Development	156,125,000
Marketing	8,000,000
Legal, Misc, and Pre-Opening	4,186,000
Project Contingency	6,445,000
Financing & Issuance	18,045,000
Funded Interest	42,350,000
Debt Service Reserve	18,191,000
Start-Up Deficit	17,977,000
TOTAL - Uses	**$298,904,000**
Sources	
Equity	$4,000,000
Long-Term Bonds(1)	127,680,000
Short-Term Bonds(1)	145,500,000
Start-Up Deficits Funded by EFs	17,977,000
Interest Earned	3,747,000
TOTAL - Sources	**$298,904,000**

Construction and related project costs are anticipated to be funded through the issuance of both Long-Term and Short-Term bonds. The Long-Term bonds are expected to be interest only for 4 years and have an amortization period of 31 years with an interest rate of 7%. Short-term bonds are anticipated to have a maturity of 8 years with an interest rate of 5.5%. Short-Term bonds will be paid down with Entrance Fees received by the Community.

EXHIBIT VII

SWORN STATEMENT OF ESCROW AGENT

[TO BE ADDED ONCE ESCROW ACCOUNT ESTABLISHED]