

ACKNOWLEDGEMENT OF RECEIPT

DISCLOSURE STATEMENT

**ODD FELLOWS HOME OF CONNECTICUT, INC.
D/B/A
THAMES EDGE AT FAIRVIEW**

**PURSUANT TO CONNECTICUT STATUTE 17b-522, EFFECTIVE JULY 1,
1998, THE FOLLOWING NOTICE MUST BE PROVIDED BEFORE THE
SIGNING OF A CONTINUING CARE AGREEMENT**

A Continuing Care Contract is a financial investment, and your investment may be at risk. Thames Edge at Fairview's ability to meet its contractual obligations under such contract depends on Thames Edge at Fairview's financial performance. We advise you to consult an attorney or other professional experienced in matters relating to investment in continuing care facilities before you sign a Continuing Care Contract. The Department of Social Services does not guarantee the security of your investment.

I acknowledge that I, or my legal representative, have read the above statement, the Disclosure Statement and the Continuing Care Agreement.

Signature

Date

Signature

Date

Thames Edge at Fairview Signature

Date

(TO BE DETACHED AND RETAINED BY THAMES EDGE AT FAIRVIEW.)

DISCLOSURE STATEMENT

**ODD FELLOWS HOME OF CONNECTICUT, INC.
D/B/A
THAMES EDGE AT FAIRVIEW**

August 6, 2015

REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DEPARTMENT OF SOCIAL SERVICES OR THE STATE OF CONNECTICUT, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT.

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Appendix: (Exhibits Updated as Required)

Exhibit A Continuing Care Agreement

Exhibit B Audited Financial Statements, including 2 previous years

Exhibit C Pro Forma Income Statements

Exhibit D Entrance Fees/Periodic Charges

I. NAME AND ADDRESS OF PROVIDER

**Odd Fellows Home of Connecticut, Inc.
d/b/a
Thames Edge at Fairview**

235 Lestertown Road
Groton, Connecticut 06340

A NOT-FOR-PROFIT, NON-STOCK CONNECTICUT CORPORATION

Fiscal Year End: September 30

II. OFFICERS AND DIRECTORS/OWNERSHIP

Odd Fellows Home of Connecticut, Inc. d/b/a Thames Edge at Fairview (“Thames Edge at Fairview”) is wholly owned by Odd Fellows Healthcare, Inc.

No individuals or other entities hold any ownership interest Odd Fellows Home of Connecticut, Inc.

BOARD OF DIRECTORS/OFFICERS

Name	Occupation
C. Henry Lucas	President
Edith Kalin	First Vice-President
Vincent Barbieri	Second Vice-President
Margaret Trakas	Secretary
Constance Kloskowski	Treasurer
Michael Mondello	Director
Marshall Kalin	Director
Warren W. Smith	Director
Robert Beagle	Director
Robert Piel	Director/Chaplain
Seth Wakeman	Director
Mary Ann Burkard	Director
Linda Stein	Director
Connie Miller	Director
Steven Guiffre	Director

III. BUSINESS EXPERIENCE

Odd Fellows Home of Connecticut, Inc. d/b/a Fairview has provided skilled nursing and rehabilitation and independent housing for older adults in southeastern Connecticut since 1892. Thames Edge at Fairview plans to begin operations as a continuing care retirement community in 2014.

IV. JUDICIAL PROCEEDINGS

Neither Odd Fellows Home of Connecticut, Inc., Odd Fellows Healthcare, Inc. nor any member of either organization's Board of Directors or officers has 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 involving fraud, embezzlement, fraudulent conversion or misappropriation of property or had any business or health care licenses or permits suspended or revoked by any jurisdiction. Neither corporation nor any member of either Board of Directors or officers is subject to a currently effective injunction or restrictive or remedial order of a court of record.

V. AFFILIATION

Odd Fellows Home of Connecticut, Inc. operates the skilled nursing facility doing business as Fairview. Odd Fellows Home of Connecticut, Inc. is affiliated with the Connecticut Independent Order of Odd Fellows Grand Lodge; however, the Order will have no responsibility for the financial and contractual obligations of Odd Fellows Home of Connecticut. Odd Fellows Home of Connecticut, Inc. is a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code.

VI. DESCRIPTION OF PROPERTY

Odd Fellows Home of Connecticut's campus, known as Fairview, is located on 70 acres of riverfront land in Groton, Connecticut. As detailed below, the campus currently consists of a 120 bed skilled nursing facility known as Fairview and two independent living residences, Fellowship Manor and Chelsea Cottage. Construction on Thames Edge of Fairview and the Clubhouse began in 2013.

Thames Edge at Fairview - Thames Edge at Fairview consists of twenty-three (23) two bedroom homes located north of the skilled nursing facility, which will be available for continuing care residents. Phase two of Thames Edge at Fairview will consist of seventeen (17) two bedroom homes located to the south of Fellowship Manor. Construction may be deferred in the event of unexpected weather, construction or other unforeseen delays.

The Clubhouse - A community center which includes a pool, fitness area, space for social events including a dining space. Fairview - A 120 bed skilled nursing facility that provides 24-hour nursing, post-acute rehabilitative services and long-term care.

Fellowship Manor - An independent rental living residence for older adults located to the south of Fairview. Consisting of twenty residences in total, the Manor has three floors of 1 and 2 bedroom apartments.

Chelsea Cottage - Located on the landscaped grounds south of the Fairview nursing facility and consisting of four rental independent living apartments.

VII. BENEFITS INCLUDED

- 24 Hour Emergency Call Monitoring Service
- Home Maintenance and Repair
- Building and Grounds Maintenance
- Access to the Clubhouse
- Priority Admission to Fairview and a discount off of current per diem semi-private, private pay nursing home rate
- Housekeeping fee for service
- Laundry fee for service
- Transportation fee for service
- Dining fee for service
- Personal maintenance project fee for service

VIII. INTEREST ON DEPOSITS

Interest and returns earned on entrance fees or any other deposits held in escrow are retained by Thames Edge at Fairview.

IX. TERMINATION OF CONTRACT

Conditions under which the contract may be terminated and procedures for termination are described in Section V of the Continuing Care Agreement (Exhibit A).

X. RIGHTS OF SURVIVING SPOUSE

A surviving spouse who is a party to the Continuing Care Agreement maintains all of his or her rights under the terms of the Agreement. If a spouse is not a resident of the Community, the contract terminates upon the death of the resident spouse in accordance with Section V of the Continuing Care Agreement.

XI. MARRIAGE OF A RESIDENT

If a resident of the Community marries a non-resident, the non-resident may become a resident of the Community and become a party to the contract. In that event, the spouse will pay the prevailing Second Person Monthly Fee.

XII. DISPOSITION OF PERSONAL PROPERTY

Personal property shall be removed from the resident's home within thirty (30) days after termination of the continuing care contract. If the resident is residing in the skilled

nursing facility at the time of termination, his/her personal property must be removed within seven (7) days after termination. If a resident fails to remove his/her property in the required timeframes, Thames Edge at Fairview has the right to remove and store the belongings at the resident's expense for up to six (6) months, after which time it may be sold and the proceeds, less any expenses, will be credited to the resident's account.

XIII. TAX CONSEQUENCES

Payment of a membership fee pursuant to a continuing care contract may have significant tax benefits or consequences. Any person considering such a payment may wish to consult a qualified advisor.

XIV. RESERVE FUNDING

As required by law, Thames Edge at Fairview maintains a reserve account at UBS in Stamford, Connecticut in an amount sufficient to cover one month's operating expenses (excluding debt service) and twelve month's principal and interest payments on construction revolving loan and term loan financing. Fairview also maintains an escrow account with Chelsea Groton Bank for deposits received from prospective residents. The Board of Directors and senior management are responsible for making investment decisions.

XV. FINANCIAL STATEMENTS

Thames Edge at Fairview has not yet begun operations and therefore no audited and certified financial statements are available at this time. Exhibit C includes the pro forma business plan for Thames Edge at Fairview, including estimated balance sheets and income statements for the first five years of operation. Audited and certified financial statements of Odd Fellows Home of Connecticut, Inc., the parent organization of Fairview, including the current balance sheet and income statements, are provided in Exhibit B.

XVI. SOURCE OF FUNDS

Thames Edge at Fairview (through Odd Fellows Home of Connecticut, Inc.) has notes payable with Chelsea Groton Bank. These notes have differing amortization schedules between 20 and 30 years with an assumed interest rate of 4.25%.

XVII. PRO FORMA INCOME STATEMENTS

The income projected for Thames Edge at Fairview for the next five years is set forth in Exhibit C.

XVIII. ENTRANCE FEES & PERIODIC CHARGES

Adjustments to monthly fees on a going forward basis will be made at the discretion of the Provider as set forth in the Continuing Care Agreement, Exhibit A.

XIX. PREPAID OBLIGATIONS, ACTUARIAL VALUE

Information regarding the total actuarial present value of prepaid healthcare obligations assumed by Thames Edge at Fairview under continuing care contracts is determined by industry standard mortality tables and other projections.

XX. DEPARTMENT OF SOCIAL SERVICES FILINGS

Thames Edge at Fairview has filed with the Department of Social Services all materials required by State law governing continuing care contracts and facilities. These materials are available for review at the Department of Social Services, located at 25 Sigourney Street, Hartford, CT 06106.

EXHIBIT A

CONTINUING CARE AGREEMENT

CONTINUING CARE AGREEMENT

This is a Continuing Care Agreement (“Agreement”) between «Name» (“you”) and Odd Fellows Home of Connecticut, Inc. (“the Provider”, “we” or “us”), which operates the continuing care community known as Thames Edge at Fairview (“the Community”), located at 235 Lestertown Road, Groton, Connecticut. If more than one person is signing this Agreement, “you” refers to each of you individually and both of you together and your obligations under this Agreement are joint and several. You have entered into this agreement effective «Month__Day», 20«Year» (“Effective Date”). This Agreement sets forth the terms and conditions under which we will provide you accommodations and services while you reside at the Community.

I. ACCEPTANCE INTO COMMUNITY

As a condition of acceptance into Thames Edge at Fairview, applicants are required to qualify financially. As part of the admission process, you have provided a complete list of your assets, sources of income and copies of your federal and state tax returns and we have relied upon this information in accepting you into the Community. Any material misstatement or omission may result in the termination of this Agreement by us.

Just as you have provided financial information as part of the admission process, you agree, as a condition of residency in the Community, to update your financial information when there is a material change and upon our request. You further agree not to intentionally deplete your assets to an extent which will render you unable to pay your Monthly or Additional Fees due under this Agreement or to make any transfers of your assets for less than fair market value. Failure to abide by these requirements may cause you to be ineligible for the subsidy assistance described in Section V.H of this Agreement.

II. ACCOMMODATIONS AND COMMON AREAS

A. Your Home

You have selected Unit #«Unit_» (“your Home”). You shall have a personal and non-assignable right to reside in your home, subject to the terms and conditions of this Agreement and Community rules. Your home will include basic amenities such as a stove, refrigerator, microwave, dishwasher, air conditioning and washer and dryer. Your home will be equipped with an emergency call system and smoke detectors. Your home also includes a garage and driveway with available parking for two cars. You must provide all other furnishings and appliances.

B. Utilities

Electricity, gas, water, sewage and garbage collection are included in your Monthly Fee. Telephone, cable and internet service, including installation and services charges, may be obtained at your expense. We are not liable for any interruption or failure of utility service to your residence provided the interruption or service was not directly caused by us.

C. Guests/Additional Occupants

Any guests staying overnight must register with the Community. Prior approval must be obtained from us if a guest will be staying for more than seven (7) days in any thirty (30) day period. Guests have no rights or privileges under this Agreement.

Any persons staying more than seven (7) days in any thirty (30) day period will be considered an additional occupant subject to an additional monthly fee as set forth in Section IV.C. Persons registered with the Community as private duty caregivers pursuant to Section VI.B shall not be considered additional occupants subject to a monthly fee.

D. Ownership Rights

This Agreement is a continuing care contract governed by Conn. Gen. Statutes 17b-520 et. seq. You have no ownership or proprietary rights in your Home, the property, grounds, land, buildings or improvements or other Community buildings. This Agreement shall not be construed to be a lease or to confer any rights of tenancy or ownership to you. Your rights under this Agreement are subject to all terms and conditions set forth herein and are subordinate to any mortgage, security interests, deeds of trust or other financing of the Provider and Community. You agree that, upon the request of the Provider, you will execute and deliver any and all documents which are alleged to be necessary or required to affect the sale, assignment or conveyance of the Community or to effect or evidence such subordination, except that by so doing, you shall not be required to prejudice your rights under this Agreement.

E. Protection of Property

You agree to maintain your property in a clean, habitable state and agree to not misuse, damage, or permit any misuse or damage, to your Home or any Community property.

F. Responsibility for Damages

You agree to be responsible for any costs incurred by us in replacing or repairing any loss or damage to the real or personal property of Provider caused by the negligence or misconduct of you, your guests, agents, employees or pets. We are not responsible for the loss of any personal property belonging to you due to theft, fire or any other cause. You may wish to obtain insurance at your own expense to protect against such losses.

G. Modifications to Your Home

You agree that no structural changes are permitted to be made to your home without our prior written consent. You will be responsible for the cost of any labor and materials required for such changes and you agree that you or your estate will be responsible for restoring the home to its original design when your Home is vacated, unless we waive this requirement in writing. You further agree to provide us advance notice of the start of any modifications and to allow any work to be overseen by Community maintenance staff, if deemed necessary by us in our sole discretion. Any modifications to your Home must be in accordance with applicable building and safety codes and such other regulations as may be applicable to your Home.

H. Common Areas and Grounds/Community Rules

You are permitted to use the Community's common areas and grounds, including the Clubhouse, in accordance with Community rules. Community rules are attached as Exhibit A and are incorporated into this Agreement. Community Rules may be amended by us from time to time as we deem necessary or desirable. Copies of current Community Rules can be obtained upon request.

I. Right of Entry

You agree that authorized employees and agents of the Provider shall have the right, at all reasonable times, to enter into your Home for housekeeping, maintenance, in an emergency and for any other reasonable purpose including circumstances where we determine that entry is necessary to protect your health or safety or that of other residents or staff. Advance notice will be given whenever possible. You may not change your locks. You may, however, request that your locks be changed by us under appropriate circumstances.

III. SERVICES

The following services will be included in your Monthly Fee:

- A. Maintenance and Repair** We will perform necessary repairs, maintenance, and replacement of Community property and equipment located in your Home. Except in an emergency, such services will be provided during normal working hours, Monday through Friday. We will charge you for any repairs, maintenance or replacement required as a result of the negligent or intentional acts of you or your guests. You are responsible for maintaining, repairing and replacing your personal property.
- B. Emergency Call System** Your Home is equipped with an emergency call system by which you will be connected to a home monitoring company 24 hours a day, seven days a week. Your home includes smoke detectors which are connected to the emergency call system.
- C. Buildings and Grounds** We will maintain all Community buildings, walkways, driveways, common areas and grounds. Landscaping and snow removal will be provided by us as we deem appropriate.
- D. Priority Admission to Fairview Skilled Nursing Facility.** Residents of the Community will be given priority admission to Fairview Skilled Nursing Facility as well as reduced fees for skilled nursing facility services as set forth in Section IV.F.
- E. Other Services** Other services, such as housekeeping, laundry and transportation are available for a fee. The current fees for such services are set forth on Exhibit B.

IV. FEES

A. Entrance Fee

The total entrance fee (“Entrance Fee”) for your Home is set forth on Exhibit C. The Entrance Fee shall be payable as follows:

- 1. Upon signing this Agreement, you paid a deposit of 10% of the Total Entrance Fee. Your deposit will be placed into an escrow account in accordance with Connecticut law.
- B.** On the Move-In Date (as defined in Section IV.C), you agree to pay the remainder of the Entrance Fee in the amount of: \$«Entrance_Fee» as set forth on Exhibit C.

C. Refunds of Entrance Fee

Refunds of the Entrance Fee will be made only: i) upon your death, or, if there are two Residents who are parties to this Agreement, upon the death of the surviving Resident and your home has been reoccupied by another resident; or ii) if you are no longer residing at the Community or the skilled nursing facility and your home is reoccupied by another resident. The amount of refund of your Entrance Fee depends on the entry fee option you select. The entry fee options and refund schedule are attached as Exhibit D. Any refunds owing shall be paid within thirty (30) days.

D. Monthly Fees

You will pay us a monthly fee for single occupancy of your Home (“First Person Monthly Fee”) and an additional second person monthly fee if a second person also occupies your Home (“Second Person Monthly Fee”). Your monthly fee(s) for occupancy of your Home (“Monthly Fee”) is set forth on Exhibit C. You agree to pay us the total Monthly Fee in advance on or before the fifth (5th) day of each month. Your Monthly fee will be due beginning seven (7) days from the day we make your Home available to you for occupancy (“Move-in Date”) and continuing each month throughout the term of this Agreement, unless you vacate your home and move to the skilled nursing facility pursuant to Section IV.F. If your Move-in Date is other than the first day of the month, your first Monthly Fee will be prorated. The Monthly Fee is not rent but, is consideration for services provided to you hereunder.

E. Adjustments to Monthly Fees

We reserve the right to adjust your Monthly Fees (including any applicable second person Monthly Fee) annually on a predetermined date. Your Monthly Fee will not be adjusted without at least thirty (30) days prior written notice to you. You agree to pay any adjusted fee. Adjustments to the Monthly Fee will be made only as necessary to maintain the future viability and quality of services of the Community.

F. Additional Services

You will be billed for Additional Services at the time you are billed for your Monthly Fee. The payment procedures for Additional Fees are the same as those for your Monthly Fee.

G. Skilled Nursing Facility Fees

Any stays at the skilled nursing facility not covered by Medicare or other applicable insurance shall be paid by you at a rate which shall be the equivalent of 65% of the daily private pay skilled nursing facility rate in addition to the Monthly Fee for your Home, unless you choose to vacate your home for occupancy by someone else. The applicable private pay rate will depend on whether you choose a private or semi-private room. Current private pay rates for the skilled nursing facility are set forth on Exhibit C and are subject to change. If you are sixty-five years of age or older, you will obtain and maintain at your own cost Medicare Part A, Part B and Part D or equivalent insurance coverage under a public or private insurance plan as well as appropriate supplemental insurance. You agree to timely file for Title XIX (Medicaid) as such time as your assets are \$50,000 and to notify us of such filing.

H. Temporary Absences

If you are temporarily absent from the Community for any reason, including hospitalization, your right to occupy your Home will continue and your payment obligations under this Agreement will continue to apply.

I. Late Payments

Any unpaid balances that remain unpaid for more than thirty (30) days after the date on which they are due will be subject to interest at a rate of one and one-half percent (1 ½ %) per month. Any account balances that remain unpaid at the time the Agreement is terminated shall be deducted from any refund owed to you or your estate and any remaining unpaid amount shall become a lien against your assets or estate.

V. TERMINATION

A. Right of Rescission

You may rescind this Agreement prior to your occupancy of your Home by notifying us by registered or certified mail of your decision to rescind within thirty (30) days of signing this Agreement. You shall not be required to move into the Community before the expiration of the thirty (30) day period. In the event of such rescission any money transferred to us shall be refunded, less:

- (i) additional costs incurred by us due to modifications in the structure or furnishings of your Home which you specifically requested as set forth in a separate written addendum to this Agreement; and
- (ii) an administrative charge of 2% of the entrance fee.

Any refund to which you are entitled under this Section shall be made, with applicable interest, within sixty (60) days of our receipt of your written notice of rescission.

B. Automatic Cancellation

If, after the above-mentioned thirty (30) day rescission period, on account of death, illness, injury or incapacity of either Resident under this Agreement, you are precluded from initially occupying your Home under the terms of this Agreement, upon written notice to this effect by certified or registered mail to the Provider, the Agreement shall be canceled automatically and you or your legal representative shall receive a refund of all money transferred to us, less:

- (i) additional costs incurred by us due to modifications in the structure or furnishings of your Home which you specifically requested as set forth in a separate written addendum to this Agreement; and
- (ii) an administrative charge of \$1,000.00 (not applicable in case of death).

Any refund to which you are entitled under this Section shall be made, with applicable interest, within sixty (60) days of our receipt of your notice of cancellation.

C. Other Termination by You Prior to Occupancy of Home

If this Agreement is not terminated pursuant to Sections V.A. or B. above, you may terminate this Agreement at any time prior to occupying your Home upon written notice to us. In the event of a termination under this Section C., any money transferred to us shall be refunded, less:

(i) additional costs incurred by us due to modification in the structure or furnishings of your Home which you specifically requested as set forth in a separate written addendum to this Agreement; and

(ii) an administrative charge of \$5,000.00.

Any refund to which you are entitled under this Section V.C. shall be made, with applicable interest, no later than sixty (60) days after another resident has executed a Continuing Care Agreement to occupy your Home and has paid the Entrance Fee associated with your Home.

D. Termination by Resident After Occupancy of Home

After your Move-in Date, you may cancel this Agreement at any time by giving us one-hundred twenty (120) days' written notice. If 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 Home, whichever is later.

E. Termination by Provider

The Provider may terminate this Agreement for good and sufficient cause. Good and sufficient cause shall include, but not be limited to, any of the following:

1. Failure to pay when due, any fees or charges due under this Agreement.
2. Conduct by you that constitutes a danger to yourself or others.
3. A material breach of the terms and conditions of this Agreement.
4. Failure or refusal to move to a higher level of care when determined appropriate as set forth in Section VI.C.
5. Intentional transfer or depletion of assets to an extent which will render you unable to meet your financial obligations under this Agreement.
6. Repeated conduct by you that interferes with the quiet enjoyment of the Community by other residents.
7. Failure or refusal to comply with Community rules.

In the event of termination under E.2 – 7 above, except as provided below, we will give you written notice of the cause of termination and you will have ten (10) days thereafter within which to correct the problem. If the problem is corrected within such time, this Agreement shall not be terminated. If the problem is not corrected within the ten (10) day period, this Agreement will be terminated sixty (60) days after the original notice of termination. However, if the Provider determines that either the giving of notice or the lapse of time as above provided might be detrimental to you or other residents or staff of the Community, or if the Provider determines that the problem constituting cause for termination cannot be cured, then any notice and/or waiting period prior to termination shall not be required.

In the event of termination for non-payment, you will be given 30 days written notice of termination and you will have 10 days from the date of the notice to bring your account current.

F. Termination by Death

This Agreement shall terminate upon your death, or, if there are two Residents who are parties to this Agreement, upon the death of the surviving Resident. We reserve the right to show your Home for sales purposes upon your death or the death of the surviving Resident, if applicable.

G. Removal of Resident's Property Upon Termination or Move to Skilled Nursing Facility

Your personal property shall be removed from your Home within thirty (30) days after termination of this Agreement. If you decide to permanently relocate to the skilled nursing facility and release your Home for reoccupancy by another resident, you agree to remove your personal property within fourteen (14) days after transfer to skilled nursing facility.

If your personal property is not removed as provided above, we will have the right to remove and store it at your expense for up to six (6) months, after which time it may be sold at our direction and the proceeds, less any expenses, will be credited to your account.

Payment of your Monthly Fee shall continue to be due on a prorated basis until your property is removed from your Home.

H. Inability to Pay Fees Due to Financial Difficulty

Your Agreement with us will not be terminated solely by reason of your financial inability to pay the fees required under this Agreement. We will defer any amounts owed by you when we determine, in our sole discretion, that doing so is consistent with the prudent financial management of the Community. In determining whether to defer your fees, we will consider whether you have complied with all material terms of this Agreement. Prior to deferring fees pursuant to this section, we shall deduct any fees owed to us from the refundable balance of your entrance fee. Additionally, should your assets reach \$50,000 you agree to apply for Title XIX (Medicaid).

We reserve the right to require you to move to a smaller unit within the Community or to one of our rental units at Chelsea Cottage or Fellowship Manor in the event you are unable to pay the fees required under this Agreement.

VI. OTHER OBLIGATIONS

A. Marriage

If you marry a non-resident, the non-resident spouse shall become a party to the contract and pay the prevailing Second Person Monthly Fee. If you marry another resident of the Community, either resident may terminate his or her Agreement and release his/her Home in accordance with Section V.D. The terminating resident shall become a party to the spouse's Continuing Care Agreement and will become a second occupant. The spouse will pay the prevailing Second Person Monthly Fee. After the expiration of the 120 day notice period, during which time the terminating resident must continue to pay all fees and charges, the terminating resident's entrance fee will be refunded.

B. Private Duty Aides

If you hire a private duty companion or aide, said person must register with the Community, wear an identification badge and abide by all Community rules. We reserve the right to require you to discontinue receiving services from any aide or companion who fails to follow Community Rules or is otherwise determined by us to be inappropriate and seek an alternate companion or aide. We assume no responsibility for the timeliness or quality of care provided by such aides or companions.

C. Moves to the Skilled Nursing Facility

You acknowledge that your Home is appropriate for occupancy by you if you can live independently with the assistance of a home health aide or other qualified provider, if necessary, but is not appropriate if you require 24 hour skilled nursing care or if your residence constitutes a danger to the health or safety of you or other residents. You agree that you will move to the skilled nursing facility if your continued occupancy of your Home is determined by us to be inappropriate due to changes in your physical or mental condition. Except in cases of an emergency, we shall provide you thirty (30) days written notice of transfer and will consult with you, your representative (if applicable) and your personal physician prior to making any transfer decisions. The final decision regarding the need for transfer shall be made by us in our sole discretion.

VII. MISCELLANEOUS

A. Entire Agreement

This Continuing Care Agreement, including all exhibits, constitutes the entire Agreement between you and Odd Fellows Home of Connecticut, Inc. Any modification to this Agreement must be in writing and signed by you and us

B. Partial Illegality

If any portion of this Agreement is determined to be illegal or noncompliant with relevant laws, such portion shall be deleted and the validity of the remainder of the Agreement shall not be affected.

C. Attorneys' Fees

In the event we take action against you to enforce the terms of this Agreement, we will be entitled to recover attorneys' fees and all costs of any such action.

D. Waiver

Our failure to insist upon strict compliance by you with any of the terms of this Agreement shall not constitute a waiver of our right to insist on your strict compliance with any terms of this Agreement on other occasions.

E. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

RESIDENT

Resident/Representative

Date

Relationship to Resident (if applicable)

RESIDENT

Resident/Representative

Date

Relationship to Resident (if applicable)

ODD FELLOWS HOME OF CONNECTICUT, INC.

By: _____

Date

Title: _____

Thames Edge Community Rules

Thank you for selecting Thames Edge at Fairview as your new home. We welcome you!

GENERAL INFORMATION

Activities

You are invited to join other residents in opportunities to participate in our activity programs. You will be updated on these activities monthly. There may be fees associated with some of these activities.

Business Office

For any questions regarding your monthly fee or other financial issue, please contact the Business Office Coordinator located in Fairview at 860.445.7478 x415. When paying your monthly service fee please make checks payable to “Thames Edge at Fairview.” You can mail checks to Fairview or leave them in the Business Office mail slot. The office hours are from 8:00 am to 4:30 pm Monday through Friday, except Wednesday.

Caregivers/Care at Home

Fairview has established a care giver and care at home service. You are not required to use this agency in the event you or a spouse/partner requires care in the home. If you are going to use your own caregivers you are required to notify Thames Edge Independent Living Coordinator. The safety and security of our residents is paramount and there are certain standards that must be met.

Clubhouse

The clubhouse is planned to provide amenities for the use of Thames Edge at Fairview residents. The clubhouse has a fitness area and a planned future dining venue. In addition, there will be a pool that will be available for use beginning in 2016. The fitness area is not supervised- you are urged to use discretion and caution when using any and all fitness equipment. Fairview is not responsible or liable for accidents or injuries resulting from the use of the fitness area equipment.

Dining

Meals prepared by Fairview are currently only available at the Bistro, located on campus. You can dine in the Bistro, have the meal delivered or pick-up. There is a delivery meal charge in addition to the cost of the meal which is listed at the end of this packet. The costs of the meals are located in the Bistro or you can call to find out the cost of the daily special or other options. All orders must be made before 4:00pm. Delivery times are currently available from 12:00pm-4:30pm. 860.445.7478 x500

Emergencies and Emergency Call System

In the event of a fire emergency, please call 911 if you are able and exit the home immediately. In the event of other natural disasters or other emergencies, Fairview maintenance will provide communication to you about steps that should be taken. Upon occupancy, you will be given an emergency pendant for use in an emergency situation. All homes have an emergency call/alarm system for different situations including fire and medical emergencies. This system is monitored by a third-party monitoring service- they can directly contact emergency services.

Energy Management and Thermostat

In order to be good stewards of the environment and to keep monthly service fees lower, everyone is responsible for maintaining proper temperatures in their homes.

A guideline presented by **Groton Utilities** for the following seasons (please note this is just a guideline and one is welcome to keep their home as cool or warm as they would like):

Recommended thermostat settings

	Winter	Summer
When you're home:	68°*	78°
When you're not at home:	55°*	85°
When you're sleeping:	55°*	78°

*Or as low as health permits.

When you are away from the house during the winter months, you are required to maintain a temperature of at least 55 degrees F- this is to help prevent pipes from freezing.

Gardening, Plantings and Other Exterior Guidelines

It is not the intent of Thames Edge at Fairview to maintain a strict list of rules for what cannot be placed on the exterior of the home; however, there are general rules that must be adhered to, Thames Edge management has the right to modify or prohibit any items at its discretion:

- Gardens are permitted, however please exercise good judgment about what should and should not be planted on the front or back of the home. Specific gardening plans should be discussed with the Independent Living Coordinator prior to commencing with a garden on the grounds.
- Flags, wreaths and other outside items are allowed on your home and grounds. However, please use good judgment about what you place outside of your home. Any items that are deemed offensive or are not consistent with the character of the community will need to be removed. If you have any questions prior to placing

an item outside of your home, please contact the Independent Living Coordinator. Satellite dishes are not allowed on the home.

- **Never** dig on the grounds without prior approval from Thames Edge maintenance; this is for safety purposes as there are numerous utility lines beneath the surface of the ground.

General Conduct

- It is an expectation that all residents of Thames Edge at Fairview and their guests and visitors will conduct themselves in an appropriate manner and be respectful of one another and of the staff that are here to serve you.
- Always be courteous and mindful of your speed when driving.

Generators and Other Work Performed on the Home

Generators are not provided by Fairview as part of the home and are not included in the entrance fee. However, you are allowed to purchase a generator and have it installed as long as it meets the following requirements:

- Portable generators are prohibited.
- The generator must meet specifications set forth by the building contractor and/or Fairview Maintenance.
- The installation of the generator must be approved **in advance** by Fairview Maintenance.
- The work to install a generator must be done by a contractor approved **in advance** by Fairview Maintenance.
- Any and all damage caused by failing to meet these requirements will be the sole responsibility of the resident.

Grills

For fire safety reasons, grills are only permitted to be used in the driveway of the home, at a safe distance from the home. Proper storage of the grill when not in use is required- it cannot be left in the driveway, the side of the home is acceptable. Grills should be covered when not in use. Propane or other natural gas tanks cannot be stored in the garage, the side of the home is acceptable. Please ensure the gas flow is turned off when not in use.

Guests and Visitors

Guests and visitors are always welcome at Thames Edge at Fairview. However, there is a requirement that individuals that are not contractual residents of Thames Edge at Fairview are not allowed to stay in the homes longer than 7days. Of course, there are exceptions to this requirement and individual situations may require a longer stay. Please contact the management of Thames Edge to discuss a specific situation. The residents of Thames Edge at Fairview are responsible for the conduct of their guests.

Hospitalization

If you or your spouse/partner are having elective surgery or are hospitalized, Fairview provides rehabilitation which may be covered by Medicare or other private insurance. It is extremely important to have a family member notify the Independent Living Coordinator as soon as possible to make us aware of the situation in order to better coordinate care.

Housekeeping

Housekeeping services are available on a fee-for-service basis. This includes regular cleaning and can also include personal services such as laundry in your home, watering plants or other services you may need. The costs of these services are on the *fee schedule for additional services sheet*. Special requests or concerns should be brought to the Housekeeping management team directly, and not discussed with the individual Housekeepers. In the event of emergencies caused by weather or other natural disasters, your housecleaning could be canceled.

The Housekeeping service that is provided, any services not mentioned can be discussed in detail with the Independent Living Coordinator, however a higher rate may apply:

- Bathrooms - Over-mirror lights, sink, counter top, drawer fronts, top edge of drawers, mirror, shower, tub, commode and floor will be cleaned. Waste baskets will be emptied and cleaned. We do not supply facial or toilet tissue, or plastic trash can liners.
- Bedrooms/living room/den- Dust and vacuum. In order to minimize breakage, housekeepers will not move items from horizontal surfaces.
- Kitchen-Clean all visible surfaces, empty and clean trash cans, sweep and mop floor.

Please note that there are manuals for the washer/dryer, stove, dishwasher and refrigerator. **For safety, do not leave any appliance running when you are not at home.**

There will be routine maintenance and cleaning in and around your home. The maintenance will consist of air filter changes and other required preventative services. There will be one annual deep cleaning of the home. For periodic and emergency maintenance issues, please contact the number listed in the directory. The deep cleaning will consist of:

KITCHEN AND BATHROOM

- Move and clean behind refrigerator
- Clean kitchen and bathroom floor
- Scrub out microwave
- Wash cabinets
- Clean oven

- Clean drawers

DUSTING AND DEEP CLEANING

- Clean baseboard and ceiling moldings
- Wash windows and window screens
- Clean light fixtures, globes, ceiling fans
- Power wash and clean exterior if needed

Internal moves

A move from one house to another in Thames Edge is permitted. If you are interested in changing your residence you will be placed on an internal wait list, which has priority over the outside wait list. You will be notified when a home specific to your request becomes available. You will then have 48 hours to make a decision. If you decide to pass on the home offered, you will retain your place on the wait list. There are fees associated with an internal move. Any damages in the home you are leaving will be added to your administrative move fee. The administrative move fee is \$500. The cost difference (if applicable) will be required to be paid prior to occupancy of the new home. Fairview staff will assist with portions of the move at the applicable maintenance fee, but cannot move furniture and other heavy articles- you will have to contract with a pre-approved mover. For more information on changing your home contact the Director of Sales & Marketing.

Keys

Keys are issued for your use only, it is expected that you will not duplicate or issue keys to other parties. In the interest of security, replacement keys can only be obtained by contacting maintenance. There will be a \$20 fee for replacement keys. For the safety and security of all residents it is not permitted to change locks on doors or add any inside door lock devices such as chains or deadbolts.

Laundry

Laundry services are available on a fee-for-service basis; these charges are available in the *fee schedule for additional services sheet*. Please contact the Independent Living Coordinator for more information.

Mail

Mail operates on the current U.S. Mail delivery schedule and is currently planned to be delivered to individual mailboxes. On extended absences, please have your mail held at the post office. We plan to have internal mailboxes located in the clubhouse for future in-house communication.

Maintenance Services

Requests for maintenance services must be made by contacting the Independent Living Coordinator. Your request is entered into the maintenance request software program, which is then transferred to the maintenance office for assignment to the maintenance staff. All Thames Edge supplied fixtures, lighting, appliances and systems are maintained by the maintenance department. For personal project costs please refer to fee schedule for additional services sheet.

Miscellaneous Storage Needs

- The homes in the upper campus have a small area in the attic that may be used for storage. To assist in your move-in, Fairview's Maintenance Department can move items in and out of the attic at no charge, one time, up to thirty minutes. After the initial move-in Maintenance will assist you with moving items in and out of the attic twice a year, for thirty minutes. Any additional time used over thirty minutes will be subject to the standard maintenance fee as referenced in the fee schedule. Please contact the Thames Edge Coordinator if you have any questions.
- Boats, RV's, etc are not allowed to be stored at Thames Edge at Fairview.

Outside Service Provider Policy

Fairview's main priority is to protect the residents that live on campus. Furthermore, the proper maintenance and upkeep of the building is also of major importance. We want to offer options to all residents to choose any provider for services they may require—but to ensure we are reasonably safeguarding our people and property- the following policy is effective for all independent living residents at Fairview (Fellowship Manor and Thames Edge).

1. Any outside personal service provider *PSP* (home care, companion, etc) must be registered with the Independent Living Coordinator (IL Coordinator) at least 1-month before providing service. If there is an urgent situation this requirement can be waived with permission of the coordinator.
2. When registering, the PSP must provide proof of workers compensation insurance or other liability insurance naming Fairview as an additional insured to the IL coordinator and any applicable license(s).
3. Any and all maintenance work (any work to any part of the independent living apartment or home) not being done by Fairview maintenance must receive approval in advance by the IL Coordinator in coordination with Maintenance. Any outside provider hired to do any work on any IL apartments or homes must have workers compensation insurance for all employees, be licensed when applicable, have liability insurance naming Fairview as an additional insured and be supervised by the maintenance department at all times. **This includes outside cleaning services.**

Parking

All residents of Thames Edge are required to park in their designated parking spaces. All visitors are required to park in the designated visitor spaces.

Pets

Pets are allowed in the homes at Thames Edge at Fairview, however there are specific restrictions.

- The State of Connecticut requires all dogs 6 months of age and older to be licensed. Licenses may be purchased at the Town Clerks office or through Animal Control. A copy of a current rabies certificate is necessary to purchase the license. This is a yearly obligation and new licenses are sold beginning June 1. It is important to keep your dog current as Animal Control periodically canvasses neighborhoods for unlicensed dogs. All dogs must be vaccinated for Rabies as this is a state law. Please provide a copy of your license(s) to the Independent Living Coordinator. For cats, please provide proof of rabies vaccination.
- We request that any pet owners inform us of a contact in the event of an emergency (you are hospitalized, etc.) Fairview is not responsible for the care of your pet in these instances.
- Except for guide dogs, pets are generally prohibited from any food or pool areas.
- Any pet that is deemed a nuisance (barking, roaming through neighborhood, destroying landscaping, etc.) will not be allowed to remain at Thames Edge at Fairview. There will be warnings given before this is required.
- All dogs are required to be on leashes at all times on the Fairview campus.
- One is required to pick up after their pet.
- Safety is a priority. Any pet that attacks or causes harm to any other person or pet will be subject to discharge from the community and animal control/law enforcement may be contacted.
- Any and all damages resulting from pets in the interior or exterior of your home or any one's home will be charged to you.

If a resident of Thames Edge at Fairview is determined to be unable to care for a pet, management reserves the right to remove the pet from the home.

Pool

The heated seasonal pool is provided as an amenity for the residents of Thames Edge. The pool is scheduled to open in 2016. It is available for use by residents and their guests. There are no lifeguards- please exercise good judgment when using the pool and follow all safety requirements and posted information.

Privacy Practices

Privacy Practices describes how health information about you may be used and disclosed, and how you can get access to this information. Review this section carefully. The confidentiality of your health information is important to us. In accordance with the Health Insurance Portability and Accountability Act (HIPAA) and The Code of Federal Regulations (CFR), Thames Edge at Fairview/Fairview is required to maintain the privacy of your health information. Thames Edge at Fairview/Fairview is also required to give this Notice about our Privacy Practices, and our legal duties and your rights concerning your health information. Fairview collects and maintains records on your condition and health while you are a resident. Typically this record contains your symptoms, examinations and test results, treatment, medications, assessment, nurses' notes, activities, dietary and care plan for future progress. This information, often referred to as your chart, health or medical record, serves as a: Basis for planning your care and treatment, Means of communication among the many health professionals who contribute to your care, Legal document describing the care you received, Means by which you or a third-party payer can verify that services billed were actually provided, Tool in educating health professionals, Source of data for medical records, Source of information for public health officials charged with improving the health of this Commonwealth and the nation, Source of data for Facility planning and marketing, Tool with which we can assess and continually work to improve the care we render and the outcomes we achieve. Understand what is in your record and how your health information is used helps you to: ensure its accuracy; better understand who, what, when, where and why others may access your health information, and make more informed decisions when authorizing disclosure to others.

Sanitation in the Home

The safety of Thames Edge residents is paramount. Homes that contain major sanitation problems (excessive unwashed dishes, excessive hoarding, unsanitary conditions from pets, etc) will, at management's discretion require intervention depending on the problem. If issues persist, and the problems pose an immediate health or safety problem to the resident or staff, management reserves the right to exercise portions of the contract that relate to termination of the contract for Thames Edge.

Smoking

Smoking is not permitted anywhere on the Fairview campus including the **interior of the homes** and all common spaces and buildings. This applies to all visitors.

Solicitation

Solicitation or the posting of flyers anywhere on the campus without prior approval is prohibited. Tipping is not allowed at Fairview, if you would like to recognize outstanding service you can donate to the employee recognition committee- please contact the Independent Living Coordinator for details.

Tenant Insurance

Although there is insurance to cover the homes, this insurance does not extend to personal items in the home. Residents of Thames Edge at Fairview are strongly encouraged to obtain a tenant or renters policy for the personal contents of the home. Fairview is not responsible for the theft or loss of resident possessions.

Transportation

Transportation details and fees are listed on the fee schedule for additional services sheet you received. See Independent Living Coordinator for more details.

Trash Collection/Recycling

Trash collection will be provided by CWPM, LLC. Enclosed in your welcome packet is a schedule for pick up and also what is acceptable/not acceptable for recycling. Please put your trash & recycling out by 5:00am on Monday mornings or the night before. Trash will be picked up every Monday and recycling will be picked up every other Monday which is highlighted on the attached schedule.

Future Modification of Community Rules - The management at Fairview reserves the right to modify the community rules at any point with reasonable notice (typically 30 days advance notice unless there is an immediate reason why the rules must be changed without this notice).

For specific questions please contact Mary Stonely, Independent Living Coordinator at 860.445.7478 x443

Revised 9/1/2015

FEE SCHEDULE FOR ADDITIONAL SERVICES

Additional Services (for hourly services, a minimum of ½ hour is required):

Standard Scheduled Cleaning <i>(We supply cleaning products)</i>	\$27 per hour or \$15 per half hour
Miscellaneous Cleaning hour <i>(Ironing, organizing closets...)</i>	\$29 per hour or \$17 per half hour
Laundry <i>(Folding Laundry)</i>	\$7 per load \$15 per half hour
Transportation <i>(Weekdays only 8am-4pm, scheduled at least Coordinator for 48 hours in advance)</i>	\$.75 per mile plus flat rate <i>(See Independent Living additional information)</i>
Maintenance <i>(personal projects)</i> hour	\$40 per hour or \$25 per half hour
Meal Delivery <i>(in addition to meal cost)</i>	\$2 per meal

Fees are subject to change and minutes are rounded-up to 15 minute increments

EXHIBIT C
FEES

THAMES EDGE AT FAIRVIEW

«Name»

Unit # «Unit »

Plan selected:

____ 85% Advantage Plan ____ 95% Advantage Plan ____ 90% Refundable Plan

Entrance Fee: \$«Entrance Fee2 »

Deposit: \$«Deposit»

Balance: \$«Balance » (Balance includes credit of \$100 priority deposit.
Balance does not include any additional charges
for upgrades)

First Person Monthly Fee: \$«M 1st Person»

Second Person Monthly Fee: \$«M 2nd Person»

Current Fairview Private Room Rate: \$«Fv Pri»

Current Fairview Semi-Private Room Rate: \$«Fv Semi»

EXHIBIT D

THAMES EDGE AT FAIRVIEW FINANCIAL OPTIONS - PHASE TWO

		85% ADVANTAGE PLAN			95% ADVANTAGE PLAN		90% REFUNDABLE PLAN	
HOME TYPE	SQ FEE T	ENTRAN CE FEE	MONT HLY FEE **	ENTRA NCE FEE	MONT HLY FEE **	ENTRA NCE FEE	MONT HLY FEE **	
A	1	1,202	\$340,000	\$2,100	\$400,000	\$1,900	\$425,000	\$1,900
B	1	1,508	\$360,000	\$2,200	\$450,000	\$2,000	\$475,000	\$2,000
BW	2*	1,493	\$396,000	\$2,300	\$470,000	\$2,100	\$495,000	\$2,100
BB	2*	1,486	\$380,000	\$2,300	\$450,000	\$2,100	\$475,000	\$2,100
C	1*	1,861	\$440,000	\$2,400	\$525,000	\$2,200	\$550,000	\$2,200

CC	2*	1,871	\$412,000	\$2,300	\$490,000	\$2,100	\$515,000	\$2,100
QA	2	1,291	\$300,000	\$1,900	\$350,000	\$1,700	\$375,000	\$1,700
QB	2	1,511	\$360,000	\$2,200	\$425,000	\$2,000	\$450,000	\$2,000
QBB	4*	1,486	\$380,000	\$2,200	\$450,000	\$2,000	\$475,000	\$2,000

NOTES: (1) **There is a second person fee of \$200 per month (2) *plus basement

The entrance fee entitles the resident to the exclusive right to occupy the home, to use and enjoy the common areas, amenities, programs and services at Thames Edge, including our healthcare facility. There are potential tax advantages to living in a community with a continuum of care; please consult your tax advisor. Should the need ever arise for permanent care in our nursing facility; you will receive a discount off the private pay rate for your care. There are various home upgrade options for an additional cost.

85% Advantage Plan:

This plan has a lower entrance fee and a lower monthly fee. The entrance fee is refundable based on 85% of the original entry price of the home including potential appreciation in value. There is a provision in place to protect your downside risk, subject to conditions in the residency agreement.

95% Advantage Plan:

This plan has slightly lower monthly fees and the advantage of receiving 95% of the original entry price including potential appreciation in value. There is a provision in place to protect your downside risk, subject to conditions in the residency agreement.

90% Refundable Plan:

This plan also has slightly lower monthly fees and 90% refund of original entrance fee. This plan provides a fixed refund amount regardless of the resale value of the home. The entrance fee is 100% refundable in the first six months and 90% thereafter according to the residency agreement. This is the only plan that one's upfront upgrade costs are also 90% refundable in accordance with residency agreement.

YOUR MONTHLY FEE INCLUDES

- Electricity
- Water
- Heat/Air Conditioning
- 2 hours of housekeeping a month
- Interior/Exterior Maintenance
 - Snow removal/pest control
 - Landscaping
- Emergency Call System
- Discounted long term care cost & priority access to our skilled nursing facility – 35% discount
- Home property taxes
- Access to Clubhouse
 - Multipurpose/Dining Room
 - Exercise/Yoga Room
 - Seasonal Pool & Patio

EXHIBIT F

FINANCIAL PLAN DESCRIPTIONS

85% Advantage Plan:

This plan has lower monthly fees and a lower entry fee amount with the advantage of receiving 85% percent of the sale price, defined as the price paid of original entry fee minus upgrades. Individual(s) choosing the 85% plan have the opportunity to participate in appreciation of the sale price (defined as the price paid by the new occupant(s)) above the original entry fee amount minus upgrades and divided by one-half. One half of the appreciation will return to Fairview. In order to protect your downside risk, there is a provision in place to refund 70% of original entry fee in the event the home cannot be resold for at least the original amount.

95% Advantage Plan:

This plan has slightly lower monthly fees and the advantage of receiving 95% percent of the sale price, defined as the price paid of original entry fee minus upgrades. Individual(s) choosing the 95% plan have the opportunity to participate in appreciation of the sale price (defined as the price paid by the new occupant(s)) above the original entry fee amount minus upgrades and divided by one-half. One half of the appreciation will return to Fairview. In order to protect your downside risk, there is a provision in place to refund 80% of original entry fee in the event the home cannot be resold for at least the original amount.

90% Refundable Plan:

This plan also has slightly lower monthly fees and 90% refund of original entrance fee. This plan provides a fixed refund amount regardless of resale value of home. The entrance fee is 100% refundable in the first six months and 90% thereafter according to the residency agreement. This is the only plan that one's upfront upgrade costs are also 90% refundable minus any credits when one leaves Thames Edge.

EXHIBIT B

AUDITED FINANCIAL STATEMENTS

Note: Fiscal Year Ends September 30

EXHIBIT C

PRO FORMA INCOME STATEMENTS

	2017	2018	2019	2020	2021
Revenues					
Monthly Service Fees	977,000	1,108,980	1,120,070	1,142,583	1,154,009
Ancillary Services	200,000	205,000	215,000	220,000	225,000
Amortization of Entrance Fee	401,826	381,419	370,786	351,088	372,711
Expenses					
Total Salaries & Benefits	29,000	29,500	31,000	32,000	33,000
Ancillary Expenses	195,000	200,000	210,000	215,000	220,000
Operational Expense (non-wage)	161,000	163,000	165,000	167,000	169,000
Depreciation Expense	1,320,000	1,300,000	1,250,000	1,190,000	1,080,000
Interest Expense - Term	506,089	497,322	488,175	478,631	468,473

EXHIBIT D ENTRANCE FEES/PERIODIC CHARGES

HOME TYPE	SQ FT	FLEX DECLINING PLAN		85% ADVANTAGE PLAN		90% REFUNDABLE PLAN	
		ENTRANCE FEE*	MONTHLY FEE**	ENTRANCE FEE*	MONTHLY FEE**	ENTRANCE FEE*	MONTHLY FEE**
AA, A, AAwalkout	1,142 - 1,992	\$70,000-\$95,000	\$2,500-\$3,100	\$195,000-\$260,000	\$1,350-\$1,700	\$225,000-\$290,000	\$1,250-\$1,600
BB, B	1,519 - 1,532	\$80,000-\$105,000	\$2,800-\$3,100	\$240,000-\$300,000	\$1,600-\$1,700	\$270,000-\$330,000	\$1,500-\$1,600
CC	1,779	\$85,000-\$120,000	\$3,250	\$265,000-\$285,000	\$1,800	\$295,000-\$315,000	\$1,700

**EXHIBIT E
UPGRADE OPTIONS**

For a complete list of different options and different levels of customization please contact the sales office.

FINANCIAL OPTIONS – PHASE ONE

***Actual price varies by home location & premium enhancements**

****There is a second person fee of \$250/month**

The entrance fee entitles the resident to the exclusive right to occupy the home and to use and enjoy the common areas, amenities, programs and services at Thames Edge, including our healthcare facility. There are potential tax advantages to living in a community with a continuum of care such as Thames Edge. Should the need ever arise for permanent care in our nursing facility; you will receive a discount off of the private pay rate for your care. There will be upgrade options for an additional cost.

Flex Declining Plan:

This plan provides the lowest entrance fee, with a higher monthly service fee. This option enables individuals to use less money upfront. The entrance fee is refundable based on a declining formula. The initial decline will be 5% for the first month and thereafter, will reduce 2% per each month of residency. The refund amount depends on how long you live at Thames Edge.

85% Advantage Plan:

This plan has a lower entrance fee and a lower monthly fee. The entrance fee is refundable based on 85% of the original entry price of the home including potential appreciation in value. There is a provision in place to protect your downside risk, subject to conditions in the residency agreement.

90% Refundable Plan:

This plan allows you to take advantage of the lowest monthly fees and a guaranteed refund. The entrance fee is 100% refundable in the first six months and 90% thereafter according to the residency agreement.

YOUR MONTHLY FEE INCLUDES

- Electricity
- Water
- Heat
- Air Conditioning
- Interior/Exterior Maintenance
 - Snow removal/pest control
- Emergency Call System
- Discounted long term care cost & priority access to our skilled nursing facility
- Home property taxes
- Access to Clubhouse
 - Multipurpose Room
 - Exercise Room
 - Seasonal Pool & Patio

EXHIBIT D
THAMES EDGE AT FAIRVIEW FINANCIAL OPTIONS - PHASE TWO

		85% ADVANTAGE PLAN			95% ADVANTAGE PLAN		90% REFUNDABLE PLAN	
HOME TYPE	SQ FEE T	ENTRAN CE FEE	MONT HLY FEE **	ENTRA NCE FEE	MONT HLY FEE **	ENTRA NCE FEE	MONT HLY FEE **	
A	1	1,202	\$340,000	\$2,100	\$400,000	\$1,900	\$425,000	\$1,900
B	1	1,508	\$360,000	\$2,200	\$450,000	\$2,000	\$475,000	\$2,000
BW	2*	1,493	\$396,000	\$2,300	\$470,000	\$2,100	\$495,000	\$2,100
BB	2*	1,486	\$380,000	\$2,300	\$450,000	\$2,100	\$475,000	\$2,100
C	1*	1,861	\$440,000	\$2,400	\$525,000	\$2,200	\$550,000	\$2,200
CC	2*	1,871	\$412,000	\$2,300	\$490,000	\$2,100	\$515,000	\$2,100
QA	2	1,291	\$300,000	\$1,900	\$350,000	\$1,700	\$375,000	\$1,700
QB	2	1,511	\$360,000	\$2,200	\$425,000	\$2,000	\$450,000	\$2,000
QBB	4*	1,486	\$380,000	\$2,200	\$450,000	\$2,000	\$475,000	\$2,000

NOTES: (1) **There is a second person fee of \$200 per month (2) *plus basement

The entrance fee entitles the resident to the exclusive right to occupy the home, to use and enjoy the common areas, amenities, programs and services at Thames Edge, including our healthcare facility. There are potential tax advantages to living in a community with a continuum of care; please consult your tax advisor. Should the need ever arise for permanent care in our nursing facility; you will receive a discount off the private pay rate for your care. There are various home upgrade options for an additional cost.

85% Advantage Plan:

This plan has a lower entrance fee and a lower monthly fee. The entrance fee is refundable based on 85% of the original entry price of the home including potential

appreciation in value. There is a provision in place to protect your downside risk, subject to conditions in the residency agreement.

95% Advantage Plan:

This plan has slightly lower monthly fees and the advantage of receiving 95% of the original entry price including potential appreciation in value. There is a provision in place to protect your downside risk, subject to conditions in the residency agreement.

90% Refundable Plan:

This plan also has slightly lower monthly fees and 90% refund of original entrance fee. This plan provides a fixed refund amount regardless of the resale value of the home. The entrance fee is 100% refundable in the first six months and 90% thereafter according to the residency agreement. This is the only plan that one's upfront upgrade costs are also 90% refundable in accordance with residency agreement.

YOUR MONTHLY FEE INCLUDES

- Electricity
- Water
- Heat/Air Conditioning
- 2 hours of housekeeping a month
- Interior/Exterior Maintenance
 - Snow removal/pest control
 - Landscaping
- Emergency Call System
- Discounted long term care cost & priority access to our skilled nursing facility – 35% discount
- Home property taxes
- Access to Clubhouse
 - Multipurpose/Dining Room
 - Exercise/Yoga Room
 - Seasonal Pool & Patio

EXHIBIT E

UPGRADE OPTIONS

For a complete list of different options and different levels of customization please contact the sales office.

EXHIBIT F

FINANCIAL PLAN DESCRIPTIONS

85% Advantage Plan:

This plan has lower monthly fees and a lower entry fee amount with the advantage of receiving 85% percent of the sale price, defined as the price paid of original entry fee minus upgrades. Individual(s) choosing the 85% plan have the opportunity to participate in appreciation of the sale price (defined as the price paid by the new occupant(s)) above the original entry fee amount minus upgrades and divided by one-half. One half of the appreciation will return to Fairview. In order to protect your downside risk, there is a provision in place to refund 70% of original entry fee in the event the home cannot be resold for at least the original amount.

95% Advantage Plan:

This plan has slightly lower monthly fees and the advantage of receiving 95% percent of the sale price, defined as the price paid of original entry fee minus upgrades. Individual(s) choosing the 95% plan have the opportunity to participate in appreciation of the sale price (defined as the price paid by the new occupant(s)) above the original entry fee amount minus upgrades and divided by one-half. One half of the appreciation will return to Fairview. In order to protect your downside risk, there is a provision in place to refund 80% of original entry fee in the event the home cannot be resold for at least the original amount.

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Other Exhibits:

FYE 2016 Disclosure Statement
Thames Edge
Fairview, Odd Fellows Home of Connecticut, Inc.

The facility's current rate schedule;

	Daily Rate
Medicaid	\$223.80
Semi-Private	\$343.75
Private	\$385.82

Residential turnover rates for the most recently completed fiscal year, and anticipated for the next five years;

	Current/Projected Turnover Rates
FYE 16' (recently completed)	0
FYE 17'	0
FYE 18'	1
FYE 19'	1
FYE 20'	2
FYE 21'	1

The projected average age of the residents for the next five years;

FYE 16' (recently completed)	76.40
FYE 17'	77.40
FYE 18'	78.40
FYE 19'	80
FYE 20'	81
FYE 21'	82

Occupancy rates for the most recently completed fiscal year, and anticipated for the next five years;

FYE 16' (recently completed)	100%
FYE 17'	100%
FYE 18'	98%
FYE 19'	98%
FYE 20'	95%
FYE 21'	98%

The number of Health care admissions pursuant to continuing-care contracts for the most recently completed fiscal year, and anticipated for the next five years;

FYE 16' (recently completed)	0
FYE 17'	0
FYE 18'	0
FYE 19'	1
FYE 20'	1
FYE 21'	1

The days of care per year pursuant to continuing-care contracts for the most recently completed fiscal year, and anticipated for the next five years;

Days of Care Projected for Five Years

FYE 16' (recently completed)	910
FYE 17'	730
FYE 18'	730
FYE 19'	730
FYE 20'	1095
FYE 21'	1095

(8) The number of permanent transfers to a facility that provides medical or nursing services or other health-related benefits for the most recently completed fiscal year;

FYE 16' (recently completed)	0
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Exhibit 1 (Pro-Forma for 5 Fiscal Years)

	2017	2018	2019	2020	2021
Revenues					
Monthly Service Fees	977,000	1,108,980	1,120,070	1,142,583	1,154,009
Ancillary Services	200,000	205,000	215,000	220,000	225,000
Amortization of Entrance Fee	401,826	381,419	370,786	351,088	372,711
Expenses					
Total Salaries & Benefits	29,000	29,500	31,000	32,000	33,000
Ancillary Expenses	195,000	200,000	210,000	215,000	220,000
Operational Expense (non-wage)	161,000	163,000	165,000	167,000	169,000
Depreciation Expense	1,320,000	1,300,000	1,250,000	1,190,000	1,080,000
Interest Expense - Term	506,089	497,322	488,175	478,631	468,473

Amortization assumptions: The organization is currently in the process of refinancing. The interest rate assumed during the pro-forma period is 4.25% on a 30-year amortization schedule.

ODD FELLOWS HEALTHCARE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2015 AND 2014**

ASSETS	<u>2015</u>	<u>2014</u>
Current Assets		
Cash and cash equivalents	\$ 3,287,997	\$ 3,083,136
Accounts receivable, net	939,147	782,048
Accounts receivable from entrance fees	3,418,700	1,956,900
Prepaid expenses	65,641	30,397
Supplies inventory	11,023	6,467
Total current assets	<u>7,722,508</u>	<u>5,858,948</u>
Other Assets		
Investments	2,780,243	2,941,901
Beneficial interest in perpetual trust	58,504	63,636
Deferred costs, net	77,407	-
Total other assets	<u>2,916,154</u>	<u>3,005,537</u>
Property and Equipment		
Land	2,184,000	2,184,000
Land improvements	890,545	234,835
Building and building improvements	30,368,296	15,793,666
Transportation equipment	52,818	52,818
Nonmovable equipment	671,401	653,586
Movable equipment	2,324,921	2,138,759
	<u>36,491,981</u>	<u>21,057,664</u>
Less accumulated depreciation	(12,730,072)	(11,433,225)
Construction in progress	7,555,771	14,534,292
Net property and equipment	<u>31,317,680</u>	<u>24,158,731</u>
Total Assets	<u>\$ 41,956,342</u>	<u>\$ 33,023,216</u>

ODD FELLOWS HEALTHCARE, INC. AND SUBSIDIARIESCONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2015 AND 2014**LIABILITIES AND NET ASSETS**

	<u>2015</u>	<u>2014</u>
Current Liabilities		
Current maturities of long-term debt	\$ 2,911,559	\$ 256,329
Current maturities of capital lease obligations	20,556	14,267
Line of credit	322,607	368,107
Current portion of entrance fees refunds payable	4,014,000	2,295,748
Accounts payable and other accrued expenses	2,423,924	2,885,574
Retainage payable	692,910	504,000
Accrued payroll	72,092	145,927
Accrued vacation and sick pay	283,983	230,424
Accrued payroll taxes and other withholdings	60,606	98,922
Accrued provider tax	193,762	205,407
Total current liabilities	<u>10,995,999</u>	<u>7,004,705</u>
Long-Term Liabilities		
Long-term debt, net	15,027,204	11,923,375
Capital lease obligations, net of current portion	20,258	27,245
Entrance fees refunds payable, net of current portion	3,528,400	3,185,000
Nonrefundable deferred fees, net	1,772,482	-
Accrued pension liability	4,083,741	3,922,691
Total long-term liabilities	<u>24,432,085</u>	<u>19,058,311</u>
Net Assets		
Unrestricted	6,286,754	6,755,335
Temporarily restricted	83,000	41,229
Permanently restricted	158,504	163,636
Total net assets	<u>6,528,258</u>	<u>6,960,200</u>
Total Liabilities and Net Assets	<u>\$ 41,956,342</u>	<u>\$ 33,023,216</u>

ODD FELLOWS HEALTHCARE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Operating Revenue		
Resident revenues, net of contractual allowances and discounts	\$ 10,455,352	\$ 10,630,372
Provision for bad debts	-	(102,324)
Net resident revenues less provision for bad debts	<u>10,455,352</u>	<u>10,528,048</u>
Ancillary revenues	2,167,180	1,982,078
Rental income and fees	410,042	404,108
Resident service fees	523,756	116,792
Interest and investment income	76,602	86,171
Amortization of deferred revenue from entrance fees	259,613	65,652
Contributions	133,220	138,409
Miscellaneous income	229,237	132,375
Net assets released from restriction	18,420	37,626
Total operating revenues	<u>14,273,422</u>	<u>13,491,259</u>
Operating Expenses		
Salaries	6,661,118	6,553,752
Employee benefits	1,608,964	1,852,594
Depreciation and amortization	1,296,848	607,000
Provider tax	756,553	838,252
Supplies	723,927	686,751
Ancillary	697,085	631,503
Interest	562,782	268,857
Food	396,115	391,245
Utilities	366,954	353,288
Miscellaneous	304,486	260,459
Advertising and public relations	156,866	27,451
Legal and accounting	121,500	185,233
Consultants	117,534	130,950
Repairs and maintenance	113,156	110,820
Insurance	108,734	92,870
Purchased services	87,430	71,012
Fees - officers	53,760	49,729
Data processing	33,952	26,974
Investment fees	30,010	20,212
Telephone	24,809	17,982
Auto	9,846	10,609
Total operating expenses	<u>14,232,429</u>	<u>13,187,543</u>
Operating Income	<u>40,993</u>	<u>303,716</u>