



Pomperaug Woods

**80 Heritage Road
Southbury, Connecticut**

February 1, 2017



Pomperaug Woods

**80 Heritage Road
Southbury, Connecticut**

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

February 1, 2017

Equal Housing Opportunity

TABLE OF CONTENTS

Page

Acknowledgment of Receipt of Disclosure Statement	iii
Notice to Prospective Resident	iv
INTRODUCTION	1
I. THE PEOPLE	
A. Pomperaug Woods, Inc.	3
B. Life Care Services LLC	4
C. Administration	6
D. Communication with Residents.....	6
Resident's Council.....	6
Resident's Association.....	6
II. THE COMMUNITY	
A. The Location	8
B. Pomperaug Woods	8
C. The Personnel.....	9
D. Services and Amenities.....	9
E. Contracts and Fees	10
III. THE PROPOSAL	
A. The Life-Care Concept	12
B. The Return of Capital™ Plan (Life Care and Fee-for-Service).....	12
C. The Traditional Plan (Life Care).....	13
D. The Residency Agreements	13
E. Fee Schedules.....	16
F. Special Financial Consideration	16
IV. REGULATORY MATTERS	
A. Registration	18
B. Entrance Fee Escrow.....	18
C. Reserve Fund Escrow	18
D. Investments	19
E. Tax Discussion.....	19
F. Judicial Proceedings.....	19
V. FINANCIAL STATEMENTS AND PROJECTIONS	
A. Financial Projections.....	21
B. Cash Flow Projection (Pro Forma)	21
Cash Flow Projection – October 1, 2016.....	22
Footnotes to Cash Flow Projection.....	23
Residential Turnover Rates.....	24
Number of Health Care Admissions.....	24
Days of Care.....	25

Number of Permanent Transfers.....	25
C. Audited Financial Statements	29
D. Financing.....	29

VI. EXHIBITS

- A. Senior Living Communities Managed by Life Care Services LLC
- B. Description of Services and Amenities
- C. Current Residency Agreements:
 - C-1 Return of Capital™ Plan (Life Care)
 - C-2 Traditional Plan (Life Care)
 - C-3 Return of Capital™ Plan (Fee-for-Service)
 - C-4 Traditional Plan (Fee-for-Service)
- D. Historical Admission Payments, Entrance Fees, and Monthly Fees
- E. Audited Financial Statements
- F. Statement from Escrow Agents
 - F-1 Operating Reserve Escrow Agreement
 - F-2 Entrance Fee Escrow Agreement

VII. INDEX

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

**Acknowledgment of Receipt
of Disclosure Statement**

Pomperaug Woods

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

Acknowledgment:

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

Signature of Prospective Resident

Date: _____

Signature of Prospective Resident, if two

Date: _____

Signature of Legal Representative, if applicable

Date: _____

**Notice
to
Prospective Resident**

Pomperaug Woods

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

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

Acknowledgment:

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

Signature of Prospective Resident

Date: _____

Signature of Prospective Resident, if two

Date: _____

Signature of Legal Representative, if applicable

Date: _____

INTRODUCTION

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

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

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

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

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

I. THE PEOPLE

A. POMPERAUG WOODS, INC.

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

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

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

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

Janet Walker, CPA, Vice-President and Board Member

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

James Wallace, Treasurer and Board Member

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

James R. Strub, Secretary and Board Member

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

Jane C. Connery, Board Member

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

Mark E. Lancor, Board Member

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

Gail E. Seymour, Board Member

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

Lisa E. Wnuck, Board Member

Mrs. Wnuck is a private practicing attorney in the Town of Southbury. Her area of practice includes estate planning, probate and trust administration.

Maureen Weaver, Legal Counsel for Pomperaug Woods, Inc.

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

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

B. LIFE CARE SERVICES LLC

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

LCS is a nationally recognized leader in the development, marketing and management of senior living communities throughout the United States. Since 1971, LCS has been instrumental in the planning, developing, marketing and managing of senior living communities throughout the United States. Management services are provided through Life Care Services, and it currently manages more than approximately 135 communities serving over 33,000 residents in 31 states (see Exhibit A attached to this Disclosure Statement).

Principal officers of LCS include Mr. Ed Kenny, Mr. Joel Nelson, Mrs. Diane Bridgewater, and Mr. Rick Exline.

Mr. Kenny is Chairman and Chief Executive Officer of LCS since 2006. He is a graduate of Providence College with a Bachelor of Science degree in health services administration. Since joining Life Care Services in 1979, Mr. Kenny has provided on-site leadership at several LCS-managed communities. In 1985, Ed added regional responsibilities and was named a vice president in 1989. In 1990, he became Senior Vice President of Operations Management and Executive Vice President of Operations Management in 2001. Mr. Kenny serves as Chair of the Board of Managers for Life Care Companies and is the Chair of the Board of Directors of LCS Holdings, Inc. He also is the past Chairman of the American Seniors Housing Association (ASHA) and a board member of the National Investment Center (NIC) and Argentum. He also sits on the boards of United Way and the Botanical Center in Des Moines, IA.

Mr. Nelson is President and COO. Prior to his current position he was the Executive Vice President/ Chief Development Officer and Executive Vice President of Operations Management. Joel began his employment with Life Care Services in 1986 at Friendship Village South County in St. Louis, Missouri. Joel has served in several capacities with Life Care Services over the past 20 years including Executive Director of multiple CCRC campuses, Regional Marketing Specialist, and Director of Operations Management. Joel is the Secretary of the Board of Directors of LCS Holdings, Inc. and serves on the Board of Managers of Life Care Companies LLC. He has been a presenter at several national conferences including AAHSA (now LeadingAge), Alabama Governors Conference, and the Indiana Association for Homes and Services for the Aging. Joel has a BA degree from Simpson College with a double major in Health Care Administration and Business Management. Outside of LCS, Joel was recently an invited member of the National Investment Center (NIC) Operator Advisory Board. Joel is past

chair and current board member of ChildServe, Inc., one of Des Moines largest not-for-profit organizations serving children and families with complex healthcare needs, and serves on the Health Services Advisory Board at Simpson College.

Mrs. Bridgewater is Executive Vice President/Chief Financial and Administrative Officer of LCS. Diane joined the organization in 2006 after filling several executive level positions with Pioneer Hi-Bred International, a DuPont Company. In her years with Pioneer, she held a number of operational and financial roles including: Chief Financial Officer, Vice President and Business Director for North America, Director of Customer and Sales Services for Seed and Crop Protection, Worldwide Finance Director, and other roles. Diane started her career with KPMG. Diane earned her undergraduate degrees in Accounting and French from the University of Northern Iowa and received her CPA certification in 1986. Diane currently serves on the boards of LCS Holdings, Inc., Life Care Companies LLC, Casey's General Stores, and Bankers Trust.

Mr. Exline joined the company in 1978 and is Executive Vice President/Director of Senior Living Management Not-For-Profit CCRC Division for Life Care Services™, an LCS® Company. He is responsible for oversight of the company's not-for-profit CCRC management services. Rick's expertise is leading the operations of senior living communities so they run more efficiently, effectively, and profitably. He joined Life Care Services in 1978 as an Administrator-in-Training and rose through the organization in various leadership positions before assuming his current position in 2011. Rick serves on the Board of Managers for Life Care Services, the Board of Directors for LCS Holdings, Inc., Executive Leadership and Senior Living Management teams. Rick is also a trustee for the Company's 401K Benefit Program. He holds dual bachelor's degrees; one in Business Administration from Simpson College and one in Health Care Administration from Oklahoma Baptist University. He is also a graduate of the Executive Institute at The University of North Carolina at Chapel Hill. Rick has been a featured guest speaker at LeadingAge and other various state & national trade associations.

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

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

C. ADMINISTRATION

Kevin Moshier is the on-site Executive Director of the Community. Mr. Moshier is a graduate of Niagara University with a Bachelor of Science degree and has a Master of Social Work from Syracuse University. He is a licensed nursing home administrator and licensed

clinical social worker in the State of Connecticut, and has been in long-term care administration since 2001. In accordance with the management agreement with Life Care Services, he is an employee of Life Care Services.

Cassie Haley is the Associate Administrator and works with the Executive Director. Ms. Haley is a graduate of Alma College with a Bachelor of Arts degree. She is a licensed nursing home administrator in Texas and is perusing her license in Connecticut. Ms. Haley holds a Certified Dementia Practitioner Certificate. In accordance with the management agreement with Life Care Services, she is an employee of Life Care Services.

D. COMMUNICATION WITH RESIDENTS

Residents' Council

The Residents' Council at The Community consists of 6 residents, who have been elected by the resident body of The Community. The Residents' Council represents the interests of the residents and functions in an advisory role to Administration and the Board of Directors of Pomperaug Woods, Inc. The Executive Director meets with the Residents' Council at least monthly to address resident concerns, which are then communicated to the Board of Directors. Certain members of the Board of the Directors periodically meet with the Residents' Council (current practice is quarterly), and discuss operations, progress of on-going projects, and the budgeting process (including fee increases).

Residents' Association

Membership in the Residents' Association is open to all residents of The Community. The Residents' Association annually elects members of the Residents' Council. The Executive Director (or designee) holds bi-monthly meetings with all residents to provide updates of on-going projects, discuss topics of interest to the residents, and discuss the completion and availability of the Disclosure Statement. The Executive Director presents the budget at one of these meetings (including fee increases). Residents can also become involved at The Community by serving on one of the numerous resident committees, including but not limited to: Finance Committee, Marketing Committee, Food Committee, Welcoming Committee, and Library Committee.

II. THE COMMUNITY

A. THE LOCATION

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

B. POMPERAUG WOODS

The Community consists of 131 senior living residences, 8 assisted living residences, a 37-bed licensed and Medicare certified health center ("Health Center"), and extensive community amenities.

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

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

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

The following amenities are also available at the Community:

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

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

C. THE PERSONNEL

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

D. SERVICES AND AMENITIES

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

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

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

E. CONTRACTS AND FEES

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

III. THE PROPOSAL

A. THE LIFE-CARE CONCEPT

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

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

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

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

C. THE TRADITIONAL PLAN (Life Care)

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

D. THE RESIDENCY AGREEMENTS

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

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

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

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

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

3. Refund of Entrance Fee.

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

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

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

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

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

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

listing of current and historical Monthly Fees charged at The Community is included in Exhibit C to this Disclosure Statement.

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

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

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

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

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

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

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

E. FEE SCHEDULES

Historical Admission Payments, Entrance Fees and Monthly Fees are included as Exhibit D to this Disclosure Statement. Current Admission Payments, Entrance Fees, Monthly Fees and Extra Charges are included as Exhibit D to this Disclosure Statement.

F. SPECIAL FINANCIAL CONSIDERATION

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

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

IV. REGULATORY MATTERS

A. REGISTRATION

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

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

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

B. ENTRANCE FEE ESCROW

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

Bank of America
12 Main Street. South,
Southbury, CT 06488
203-264-8241

Included as Exhibit F to this Disclosure Statement is a statement from the escrow agent, Bank of America, verifying that the required Admission Payments Escrow has been established and maintained.

C. RESERVE FUND ESCROW

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

- (1) All principal and interest, rental or lease payments due during the next 12 months on account of any first mortgage loan or other long-term financing; and

- (2) The total cost of operations of the Community for a one-month period, excluding debt service and capital expenditures.

The Reserve Fund Escrow Account is established at:

Newtown Savings Bank
39 Main Street
Newtown, CT 06470

Included as Exhibit F to this Disclosure Statement is a statement from the escrow agent, Newton Savings Bank, verifying that the required Operating Reserve Escrow has been established and maintained.

D. INVESTMENTS

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

E. TAX DISCUSSION

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

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

F. JUDICIAL PROCEEDINGS

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

V. FINANCIAL STATEMENTS AND PROJECTIONS

A. FINANCIAL PROJECTIONS

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

B. CASH FLOW PROJECTION (PRO FORMA)

A pro forma cash flow projection for the Community for the period beginning October 1, 2016 through September 30, 2018 can be found on the following page. The pro forma is based on the assumptions stated in the notes attached thereto and is a projection of future activity rather than historical financial statements. Such pro forma projection is based on cash flow concepts, which makes it unlike an income statement prepared in accordance with generally accepted accounting principles.

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

POMPERAUG WOODS
Southbury, Connecticut

CASH FLOW PROJECTION

For the Period Beginning October 1, 2016

	Year 1 2017	Year 2 2018	Year 3 2019
Beginning Cash	4,433,933	4,606,945	4,811,430
Interest Income	4,242	4,248	4,259
Monthly Service Fees (1)	6,046,320	6,167,832	6,290,808
Double Occupancy Fees (2)	359,208	354,420	361,440
Miscellaneous Income (3)	309,826	316,023	322,343
Attrition Income (4)	4,896,456	5,023,263	5,029,781
Health Center Income (5)	6,991,378	7,168,955	7,423,568
Nursing Care Purchased	0	0	0
Life Care Discount (6)	(2,853,414)	(2,910,477)	(2,968,554)
Operating Expenses (7)	(10,858,603)	(11,236,901)	(11,658,285)
Capital Expenditures (8)	(625,700)	(1,036,000)	(1,067,080)
Loan Principal (9)	(600,000)	(150,000)	0
Loan Interest (10)	(19,380)	(1,458)	0
Estate Refunds (11)	(3,477,321)	(3,495,420)	(3,455,949)
Net Change (12)	173,012	204,485	282,331
Ending Cash	4,606,945	4,811,430	5,093,761

POMPERAUG WOODS
Southbury, Connecticut

CASH FLOW PROJECTION FOOTNOTES

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

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
93.13%	93.13%	93.13%

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

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

- (4) Attrition Income represents the additional income from re-reservation of living units based upon living unit turnovers. The data is based on historical data and recent/projected trends.

- (5) Health Center Income assumes average daily rates in Year 1 of \$510 for a private room and \$448.80 for a semiprivate room. There are 37 health center beds. The average census has been projected at 32.3 in Year 1, 32.5 in Year 2 and 33 in Year 3.

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

- (7) Operating Expenses are assumed to increase by 3.75 percent for Years 2 through 3.

- (8) Capital Expenditures are costs of repair or replacement of portions of the buildings and equipment. Such costs are assumed to be relatively low when the buildings are new and to increase gradually thereafter as the facility ages.

- (9) Loan Principal payments began January 2008 at \$600,000 annually. The principal payment decreases to \$150,000 in Year 2 and \$0 thereafter. This loan represents the conversion of a \$6,000,000 revolving line of credit to a ten-year term loan, which was entered into on June 29, 2007.

- (10) Loan Interest payments on the ten-year term loan are scheduled at:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$19,380	\$1,458	\$0

- (11) Estate Refunds is that portion of the entrance fee refunded due to the death of a resident. This refund is paid from the entrance fee received by the Community from the new resident. Attrition rates used in calculating estate refunds are based upon year-end actuarial data from the firm of Milliman of Omaha, Nebraska.

(12) Net Change is the difference between ending cash and beginning cash in a given year.

**POMPERAUG WOODS
RESIDENTIAL TURNOVER RATES**

The residential turnover rate is calculated by dividing the number of apartments released by the average number of occupied apartments.

The residential turnover rates anticipated for the next three years are as follows:

<u>2017</u> 16.00%	<u>2018</u> 16.00%	<u>2019</u> 16.00%
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**POMPERAUG WOODS
AVERAGE AGE OF RESIDENTS**

The projected average age of residents for the next three years is as follows:

<u>2017</u> 89.35	<u>2018</u> 89.00	<u>2019</u> 89.00
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**POMPERAUG WOODS
HEALTH CARE UTILIZATION RATES**

Health care utilization rates anticipated for the next three years are as follows:

<u>Year</u>	<u>Utilization Rate</u>
FY 2017	87.30%
FY 2018	87.30%
FY 2019	87.30%

**POMPERAUG WOODS
NUMBER OF HEALTH CARE ADMISSIONS**

The number of health care admissions pursuant to continuing-care contracts anticipated for the next three years is as follows:

<u>2017</u>	<u>2018</u>	<u>2019</u>
123	123	123

**POMPERAUG WOODS
DAYS OF CARE**

The days of care per year anticipated for the next three years, are as follows:

<u>2017</u>	<u>2018</u>	<u>2019</u>
11,947	12,024	12,024

**POMPERAUG WOODS
NUMBER OF PERMANENT
TRANSFERS**

The number of permanent transfers to the health center in fiscal year ending September 30, 2016 was five (5) residents.

C. AUDITED FINANCIAL STATEMENTS

Audited financial statements of Pomperaug Woods, Inc. for the years ended September 30, 2016 and 2015 and for the years ended September 30, 2015 and 2014 are attached as Exhibit E to this Disclosure Statement.

D. FINANCING

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

VI. EXHIBITS

EXHIBIT A
SENIOR LIVING COMMUNITIES MANAGED
BY LIFE CARE SERVICES
AS OF 02/15/2017

Alabama, Hoover – Danberry at Inverness
Arizona, Mesa – Savanna House
Arizona, Peoria – Sierra Winds
Arizona, Phoenix – Sagewood
Arizona, Tempe (Phoenix) – Friendship Village of Tempe
Arkansas, Fayetteville – Clarity Pointe Fayetteville
Arkansas, Little Rock – Clarity Pointe Little Rock
California, Carlsbad – LaCosta Glen and GlenBrook
California, Cupertino – The Forum at Rancho San Antonio
California, Fullerton – Morningside of Fullerton and Park Vista
California, Pleasanton – Stoneridge Creek Pleasanton and CreekView
California, San Diego – Casa de las Campanas
California, San Rafael – Aldersly Garden Retirement Community
California, Thousand Oaks – University Village at Thousand Oaks and Oak View
Connecticut, Chester – Chester Village West
Connecticut, Essex – Essex Meadows
Connecticut, Mystic – StoneRidge
Connecticut, Redding – Meadow Ridge
Connecticut, Southbury – Pomperaug Woods
Florida, Boca Raton - Sinai Residences of Boca Raton
Florida, ChampionsGate – Volterra at ChampionsGate
Florida, Clermont – Crane's View Lodge Assisted Living & Memory Care
Florida, Jacksonville – Clarity Pointe Jacksonville
Florida, Jacksonville – The Beach House
Florida, Kissimmee – Volterra at Solivita Marketplace
Florida, Naples – Bayshore Memory Care
Florida, Naples – Beach House Naples
Florida, Naples – The Glenview at Pelican Bay
Florida, Orlando – Gentry Park
Florida, Palm Bay – RiverView Senior Resort Living
Florida, Palm City – Sandhill Cove
Florida, Pensacola – Clarity Pointe Pensacola
Florida, Poinciana – Tuscan Isle
Florida, Pompano Beach – Preserve at Palm Aire
Florida, Stuart – Stuart Lodge Assisted Living
Florida, Tavares – Osprey Lodge Assisted Living & Memory Care
Florida, The Villages – Elan Spanish Springs
Florida, Venice – Tuscan Gardens of Venetia Bay
Georgia, Columbus – Spring Harbor at Green Island
Georgia, Cumming – Towne Club at Windermere
Georgia, Greensboro – Glen at Lake Oconee Village, The
Georgia, Savannah – The Marshes of Skidaway Island
Georgia, Stone Mountain – Park Springs
Hawaii, Honolulu – Hale Ola Kino
Illinois, Algonquin – Clarendale at Algonquin
Illinois, Chicago – The Clare
Illinois, Godfrey – The United Methodist Village

Illinois, Lincolnshire – Sedgebrook
 Illinois, Lincolnwood – Carrington at Lincolnwood, The
 Illinois, Long Grove – Arboria of Long Grove
 Illinois, Mokena – Clarendale of Mokena
 Illinois, Naperville – Monarch Landing
 Illinois, St. Charles – River Glen of St. Charles
 Illinois, Tinley Park – Hanover Place of Tinley Park
 Illinois, Wheaton – Wyndemere
 Indiana, Bloomington – Gentry Park Bloomington
 Indiana, Carmel – Magnolia Springs at Bridgewater
 Indiana, Greenwood (Indianapolis) – Greenwood Village South
 Indiana, Indianapolis – Magnolia Springs Southpointe
 Indiana, Indianapolis – Marquette
 Indiana, North Manchester – Peabody Retirement Community
 Indiana, Schererville – Clarendale of Schererville
 Indiana, Terre Haute – Westminster Village
 Indiana, West Lafayette – Westminster Village West Lafayette
 Iowa, Ames – Green Hills Retirement Community
 Iowa, Cedar Rapids – Cottage Grove Place
 Kansas, Atchison – Dooley Center
 Kentucky, Florence – Magnolia Springs Florence
 Kentucky, Lexington – Magnolia Springs Lexington
 Kentucky, Louisville – Clarity Pointe Louisville
 Kentucky, Louisville – Magnolia Springs East
 Kentucky, Louisville – Magnolia Springs at Whipps Mill
 Louisiana, Covington – Christwood
 Louisiana, Covington – St. Anthony's Gardens
 Maryland, Annapolis – Baywoods of Annapolis
 Maryland, Columbia – Vantage House
 Maryland, Pikesville (Baltimore) – North Oaks
 Maryland, Timonium – Mercy Ridge
 Maryland, Towson (Baltimore) – Blakehurst
 Michigan, Battle Creek – NorthPointe Woods
 Michigan, Dearborn – Henry Ford Village
 Michigan, East Lansing – Burcham Hills
 Michigan, Jackson – Vista Grande Villa
 Michigan, Kalamazoo – Friendship Village
 Michigan, Waterford – Canterbury on-the-Lake
 Minnesota, Plymouth – Trillium Woods
 Minnesota, Vadnais Heights – Gable Pines
 Minnesota, Wayzata – Meridian Manor
 Missouri, Chesterfield (St. Louis) – Friendship Village Chesterfield
 Missouri, Higginsville – John Knox Village East
 Missouri, Kansas City – Kingswood Senior Living Community
 Missouri, Sunset Hills (St. Louis) – Friendship Village Sunset Hills
 New Jersey, Lakewood – Harrogate
 New Mexico – Albuquerque – Elan Santa Monica
 North Carolina, Arden – Ardenwoods
 North Carolina, Chapel Hill – The Cedars of Chapel Hill
 North Carolina, Charlotte – The Cypress of Charlotte
 North Carolina, Durham – Croasdaile Village
 North Carolina, Greensboro – WhiteStone

North Carolina, Greenville – Cypress Glen Retirement Community
 North Carolina, Lumberton – Wesley Pines Retirement Community
 North Carolina, Raleigh – The Cypress of Raleigh
 North Carolina, Wilmington – Plantation Village
 Ohio, Chagrin Falls – Hamlet Village
 Ohio, Dublin – Friendship Village of Dublin
 Ohio, Elyria – Wesleyan Senior Living
 Ohio, Mason – Magnolia Springs Loveland
 Oklahoma, Bartlesville – Green Country Village
 Oklahoma, Broken Arrow – Prairie House Assisted & Memory Care
 Oregon, Dallas – Dallas Retirement Village
 Oregon, Salem – Capital Manor
 Pennsylvania, Reading – Heritage of Green Hills
 South Carolina, Greenville – Rolling Green Village
 South Carolina, Hilton Head Island – Bayshore on Hilton Head Island
 South Carolina, Hilton Head Island – The Cypress of Hilton Head
 South Carolina, Sumter – Covenant Place
 South Carolina, West Columbia – Laurel Crest
 Tennessee, Brentwood – The Heritage at Brentwood
 Tennessee, Franklin – Maristone of Franklin
 Tennessee, Germantown – The Gardens of Germantown
 Tennessee, Knoxville – Clarity Pointe Knoxville
 Tennessee, Mt. Juliet – Maristone at Providence
 Texas, Austin – Elan South Park Meadows
 Texas, Austin – Westminster
 Texas, Bedford – Parkwood Healthcare
 Texas, Bedford – Parkwood Retirement
 Texas, Dallas – Autumn Leaves
 Texas, Dallas – Monticello West
 Texas, Dallas – Signature Pointe
 Texas, Dallas – Walnut Place
 Texas, Georgetown – The Delaney at Georgetown Village
 Texas, League City – The Delaney at South Shore Harbour
 Texas, Lubbock – Carillon Senior LifeCare Community
 Texas, New Braunfels – Elan-Westpointe
 Texas, Richmond – Delaney at Parkway Lakes, The
 Texas, Waco – Delaney at Lake Waco, The
 Texas, Wichita Falls – Rolling Meadows
 Virginia, Bristol – Oakmont at Gordon Park
 Virginia, Williamsburg – Edgeworth Park at New Town
 Washington, Issaquah – Timber Ridge at Talus
 Wisconsin, Mequon – Newcastle Place
 Wisconsin, Milwaukee – Eastcastle Place

EXHIBIT B

DESCRIPTION OF SERVICES AND AMENITIES

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

Activities Director (Health Center)

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

Additional Services

Additional services are provided to residents for an extra charge. Such services include, but are not limited to, guest accommodations, guest meals over the monthly meal allowance, beauty salon services, additional resident meals, additional housekeeping, personal laundry service, and such other reasonable services as requested (if available). A list of ancillary charges is included in Exhibit C to this Disclosure Statement.

Association of Residents and Residents' Council

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

Dining Services

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

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

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

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

The Community also provides take out meal service for an extra charge.

Gratuities

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

Guest Accommodations

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

Health Center

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

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

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

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

The resident is also responsible for services provided by his/her own attending physician and/or the Medical Director. In the event a resident's attending physician or Medical Director orders medication, therapy, or various supplemental services for a resident's care, the resident will be responsible for the extra charges for such services and supplies. Because the Monthly

Fee includes only one meal per day, the charges for two additional meals per day will be added to a resident's monthly billing statement during his or her stay in the Health Center.

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

Health Center – Permanent Assignment

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

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

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

Laundry

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

Maintenance

We maintain all buildings, grounds, and commons areas and also provide weekly housekeeping services. Housekeeping services include vacuuming, washing hard surface floors, cleaning, and dusting the interior of the residence. Ovens and windows are cleaned at a resident's special request. Community staff will assist residents in arranging and moving furniture as needed during the first 12 months of residency at no extra charge. This service is available after that time at an extra charge to the resident. Residences are painted during the sixth year of residency upon the resident's prior agreement.

Monthly Billing Statement

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

Parking

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

Pets

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

Private Dining Room

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

Receptionist

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

Resident Health Services Program

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

Residence Transfers

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

Salon

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

Security

We provide security personnel for two eight-hour shifts, Monday through Friday, and 24 hours a day on Saturday and Sunday. For the residents' added safety, all residence wing doors

are locked 24 hours a day, and the main entrance doors are locked at specified times, depending on the season, requiring the residents to use a key to gain entrance.

Social Director

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

Telephone Service

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

Transportation

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

EXHIBIT C-1

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



Pomperaug Woods
Southbury, Connecticut

Return of Capital™
Residency Agreement
(Life Care)

2015/09/22

TABLE OF CONTENTS

GLOSSARY.....	IV
1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.....	2
2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.....	3
3. THE POMPERAUG WOODS HEALTH CENTER	4
3.1 ACCOMMODATIONS IN THE HEALTH CENTER	4
3.2 TEMPORARY RELOCATION TO THE HEALTH CENTER.....	4
3.3 PERMANENT RELOCATION TO THE HEALTH CENTER WHEN THERE IS ONE OF YOU	4
3.4 ONE PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	4
3.5 BOTH PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	5
3.6 OUR RIGHT TO REASSIGN YOUR RESIDENCE	5
3.7 RETURN TO RESIDENCE	5
3.8 MEDICAL DIRECTOR, ATTENDING PHYSICIAN, AND ADDITIONAL HEALTH SERVICES.....	5
3.9 SUPPLEMENTAL INSURANCE.....	6
3.10 MANAGED CARE	6
3.11 UNDER AGE 62.....	7
3.12 ALTERNATE ACCOMMODATIONS IF HEALTH CENTER IS FULL.....	7
3.13 ALTERNATE NURSING CARE BASED ON RESIDENT'S CHOICE	8
3.14 ABSENCE FROM POMPERAUG WOODS	8
3.15 REIMBURSEMENT OF ENTRANCE FEE.....	8
3.16 HEALTH CENTER AGREEMENT	8
4. ENTRANCE FEE.....	8
4.1 ENTRANCE FEE DEPOSIT	8
4.2 BALANCE OF ENTRANCE FEE.....	9
5. REIMBURSEMENT OF ENTRANCE FEE	9
5.1 NONACCEPTANCE.....	9
5.2 RIGHT OF RESCISSION PERIOD.....	9
5.3 CANCELLATION PRIOR TO OCCUPANCY DUE TO CHANGE IN CONDITION	9
5.4 CANCELLATION PRIOR TO OCCUPANCY FOR REASONS OTHER THAN SET FORTH IN PARAGRAPHS 5.1, 5.2 OR 5.3	10

5.5	CANCELLATION AFTER OCCUPANCY	10
6.	MONTHLY FEE	11
6.1	PAYMENT OF MONTHLY FEE	11
6.2	MONTHLY FEE CHANGES	11
6.3	USE OF MONTHLY FEE	11
6.4	CANCELLATION OF MONTHLY FEE	11
6.5	MONTHLY FEE AND THE HEALTH CENTER	11
6.6	ADJUSTMENT OF MONTHLY FEE DUE TO ABSENCE.....	12
6.7	LATE PAYMENT	12
6.8	MONTHLY STATEMENT.....	12
7.	YOUR CANCELLATION RIGHTS	12
7.1	PRIOR TO OCCUPANCY	12
7.2	AFTER OCCUPANCY.....	12
8.	OUR CANCELLATION RIGHTS	13
8.1	JUST CAUSE.....	13
8.2	NOTICE OF CANCELLATION	13
8.3	EMERGENCY CANCELLATION	14
8.4	FINANCIAL DIFFICULTY	14
8.5	REIMBURSEMENT OF ENTRANCE FEE.....	15
9.	MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE .	15
9.1	USE OF THE RESIDENCE	15
9.2	DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.....	15
9.3	OCCUPANTS OF THE RESIDENCE	16
9.4	CHANGES IN RESIDENCE.....	16
9.5	FURNISHINGS.....	16
9.6	EMERGENCY ENTRY AND RELOCATION	16
9.7	ALTERATIONS BY YOU	16
9.8	REFURBISHMENT	17
9.9	GUESTS.....	17
9.10	DISPOSITION OF PERSONAL PROPERTY	17
10.	REPRESENTATIONS	17
10.1	YOUR REPRESENTATIONS	17
10.2	OUR REPRESENTATIONS	18
11.	PROMISES.....	18
11.1	OUR PROMISES	18
11.2	YOUR PROMISES.....	18

12.	MISCELLANEOUS LEGAL PROVISIONS	18
12.1	NATURE OF RIGHTS	19
12.2	RELEASE.....	19
12.3	TRANSFERS.....	19
12.4	INDEMNITY	19
12.5	REIMBURSEMENT FOR LOSS OR DAMAGE	20
12.6	SUBORDINATION.....	20
12.7	AMENDMENTS	20
12.8	GOVERNING LAW	20
12.9	SEPARABILITY	20
12.10	RESIDENT	20
12.11	CAPACITY.....	20
12.12	ENTIRE AGREEMENT	20
12.13	RESPONSIBLE PARTY	20
12.14	TAX CONSIDERATIONS	21
12.15	NONWAIVER	21
12.16	REIMBURSEMENT OF COSTS	21
12.17	ARBITRATION	21
12.18	PRIVATE EMPLOYEES OF RESIDENT	22
12.19	NOTICES	22
12.20	SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS	22
12.21	RESIDENT RIGHTS.....	22
12.22	COMPLIANCE WITH LAWS AND REGULATIONS.....	23
12.23	COMPLAINT RESOLUTION PROCESS	23
13.	RESIDENT HANDBOOK	23
14.	ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS.....	24

Attachment A – Resident Health Services Program

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

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

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

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

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

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

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

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

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

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

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the

Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

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

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

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

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

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

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



Pomperaug Woods

Return of Capital™ Residency Agreement

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

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

Residence Number: _____

Residence Style: _____

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

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

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

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

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

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

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

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

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

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

2.1 Personal laundry;

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

2.3 Carports, when available;

2.4 Guest dining;

2.5 Guest accommodations, when available;

2.6 Special events transportation;

2.7 Additional housekeeping;

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

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

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

2.11 Private accommodations in the Health Center, if available.

A list of current Extra Charges for these additional services and amenities is attached to this Agreement as Attachment B. These Extra Charges are subject to

change at our discretion. A list of the most current Extra Charges can be obtained from the Health Center Social Services/Admissions Director.

3. THE POMPERAUG WOODS HEALTH CENTER.

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

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

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

3.4 One Permanently Relocated to the Health Center When There Are Two of You. If there are two of you and one of you is permanently relocated to the Health Center, the Resident in the Health Center will continue to pay the second-person Monthly Fee for the Residence, plus the charges for the meals not

covered by the Monthly Fee, charges for physician services, and any additional health services as outlined in Paragraph 3.8. The Resident who remains in the Residence will continue to pay the first person Monthly Fee for the Residence.

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

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

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

3.8 Medical Director, Attending Physician, and Additional Health Services. We have designated a member in good standing of the New Haven County Medical Society to act as Medical Director for the Health Center. You are at liberty to engage the services of the Medical Director or the services of any other physician of your choice at your own expense. The Medical Director or another physician will be on emergency call. We will not be responsible for the charges for medical treatment by the Medical Director or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated

with medical treatment. If we incur or advance payment for your treatment or for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment (even though this treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such payments.

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

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

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

3.10.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive services at a managed care participating provider during a Medicare-qualified stay, then you

understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those services. In addition, while receiving services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence, unless you cancel this Agreement. Further, you will continue to be responsible for the charges outlined in Paragraph 3.8.

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

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

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

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

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

You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain

treatment, care and services from providers with which we do not have a contractual arrangement. If you choose to relocate to a health center not designated by us, you will pay to us all applicable monthly charges under this Agreement, including the monthly charge for nursing care services. The monthly charges paid for nursing care services under this Agreement will be applied against the charges associated with your stay in a non-designated health center. Any charges for your stay in the non-designated health center in excess of the monthly charges paid by you for nursing care services under this Agreement will be solely your responsibility.

3.13 Alternate Nursing Care Based on Resident's Choice. You have the right to be independent in decisions regarding your medical care. If a bed is available in The Community health center and you choose to obtain nursing care from an alternate care facility and not from The Community health center, you will be responsible for making your own arrangements for such alternate accommodations. You will also be responsible for paying the alternate care facility direct for the services and supplies that you will be receiving from it. We will not be responsible for paying for any portion of your care and services. Further, you will continue to pay the Monthly Fee if you choose not to release your Residence and the Owner's Supervision Fee.

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

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

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

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

4.1 Entrance Fee Deposit. At the time you execute this Agreement, you will pay a deposit equal to 10% (\$_____) of the total Entrance Fee to

reserve your Residence. Payment of your Entrance Fee deposit will be held in escrow pursuant to Connecticut law.

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

5. REIMBURSEMENT OF ENTRANCE FEE.

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

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

5.3 Cancellation Prior to Occupancy Due to Change in Condition. If, prior to occupancy, you (or either of you if there are two of you) die, or become unable to occupy your Residence or the Health Center because of illness, injury or incapacity, or you elect to cancel this Agreement because of a substantial change in

your physical, mental, or financial condition, this Agreement will automatically cancel. In such event, we will repay to you or to your estate the Entrance Fee or portion thereof (without interest), which you paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in writing in a separate addendum to this Agreement.

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

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor), we will repay to you or to your estate, without interest, an amount equal to ____% of your Entrance Fee, not to exceed \$_____. Any repayment due to you will be delivered to you or your estate upon the earlier of (i) 30 days from our receipt of the then-current total Entrance Fee paid by a new resident for your Residence; or (ii) three years from the date your Residency Agreement is canceled and your residence is satisfactorily delivered to us (all personal property and furniture removed and turnover of keys). The Entrance Fee repayment shall be reduced and offset by the following the following:

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

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

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

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

6. MONTHLY FEE.

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

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

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

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

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

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

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

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

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

7. YOUR CANCELLATION RIGHTS.

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

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

Upon your death (if there are two of you, the death of the survivor), this Agreement automatically cancels. Your estate will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor), or (ii) your vacancy of the Residence or the Health Center, as applicable, and removal of all your personal property. Your estate or family will only be responsible for payment of the Monthly Fee for a period not to exceed 15 days following the date of your death as long as all of your property is removed from

the Residence or the Health Center, as applicable. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of your estate, but we are not obligated to do so. Your estate may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

8. OUR CANCELLATION RIGHTS.

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

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

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

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

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

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

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

you of our cancellation or (ii) the removal of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

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

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

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

8.4.2 Terms of Stay. Because it is and shall continue to be our policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Fee or Extra Charges, you will be able to remain at the Community at a reduced Monthly Fee or with reduced Extra Charges. Any reduction in the Monthly Fee or Extra Charges will be based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate the Community on a sound financial basis. This provision will not apply if you impair your ability to meet your financial obligations

hereunder by transfer of assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, Medicare Part D, and/or supplemental insurance coverage. In determining whether you establish facts to justify deferment of your Monthly Fee or Extra Charges, we will consider factors, such as and including but not limited to, whether you submitted a correct Confidential Data Application, whether you made gifts of your property after the date of this Agreement which impaired your ability to meet your financial obligations, and whether you have breached any of your promises or representations to us. If you qualify for a reduced Monthly Fee or reduced Extra Charges, you agree to enter into a special Amendment to Residency Agreement with us at the time of such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including the repayment of your Entrance Fee, will be offset against any deferred charges.

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

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

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

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appro-

priate facilities. Community staff will not accompany a resident to the hospital or other care facility.

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

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

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

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

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

Residence to its original condition, and withhold the charges of any such restoration from any Entrance Fee repayment due to you or your estate.

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

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

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

10. REPRESENTATIONS.

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

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

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

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

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

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

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

11. PROMISES.

11.1 Our Promises. We promise the following:

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

11.1.2 To operate as a charitable organization;

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

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

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

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

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

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

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.13 Responsible Party. You agree to execute and deliver to us within 60 days after assuming occupancy of your Residence a Durable Power of Attorney, trust document, or other documentation naming a responsible party for business

and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of Pomperaug Woods.

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

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

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

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

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs,

representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Initials Initials

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

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

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

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

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

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

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

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

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

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

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



2015/09/22



Resident Health Services Program

Pomperaug Woods offers residents the opportunity to “bridge the gap” between total independence and the need for assistance with activities of daily living and nursing care in their homes. Through the Resident Health Services Program, residents can receive the medical services they need especially for them.

Eligibility for Services

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

Non-Eligibility for Services

When a resident’s condition is not considered chronic and stable, a nurse from the Resident Health Services Department will discuss with the resident and the resident’s primary physician the health issue and make suggestions for the resident either to receive services in his/her residence through a licensed home care agency or possibly be admitted to a skilled nursing facility.

A resident who receives services from a licensed home care agency is responsible for those fees privately. However, a home care agency will assess a resident to determine if a resident is eligible for services provided through Medicare. Any services provided in excess of Medicare’s allowable time is at the resident’s expense.

Hospice

Residents who are eligible may also receive hospice services within their homes.

Office Hours

Nurse on duty daily 8 am - 4 pm

Aide on duty daily 8 am - 8 pm

Health Center responds to emergency calls from 8 pm - 8 am

Resident Health Services phone: 203-262-6555

ATTACHMENT B



Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Food and Beverage

- Resident additional meal \$18.00
- Guest meal \$20.00
- Guest meal using meal credit (tax) \$ 2
- Holiday guest meals
New Year's, Christmas, Easter, Thanksgiving \$28.00
- Holiday guest meals using meal credit \$10.00
- Meal absence credit per 30 days \$150

Guest Services

- Guest room per day \$96 + tax
- Cot rental per day \$10.50

Carports

- Annual fee \$377
- Monthly fee \$41 month

Health Center

- Semi-private room (non-Life Care) \$449
- Private room premium per day (non-Life Care) \$510
- Private room (Life Care) \$ 61
- Life Care additional meal charge per day \$ 36.00

Resident Health Services

- Apartment nursing services \$77.25 hr./ \$19.31 per 15 min
- Apartment aide service \$8.25 per 15 min.
- Instalert unit installation \$300 one-time fee
- Lost pendant replacement \$150

Home Assisted Living & Garden View Assisted Living (Subject to Availability)

- Assisted Living fee \$1,300 per month
- Initial ALSA admission fee \$350
- 120 day ALSA/Change of condition \$77.25
- Extra meal charge per day \$36.00

ATTACHMENT B

Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Page 2

Transportation (between 7 am-7 pm)	
• Local fee (1 hour min.)	\$ 15.00 hr.
• Long distance (1 hour min.)	\$ 20.00 hr.
• Unscheduled transportation (7pm-7am)	\$100 flat rate
Housekeeping and Maintenance	
• Personal laundry (per load)	\$ 17.25
• Extra housekeeping services (per hour)	\$ 17.50
• Apartment and outdoor key replacement	\$ 8 per key
• Replacement of mail key	\$ 8 per key
• Additional maintenance services (plus supplies)	\$ 18 hr.



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

You have the right to:

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

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

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

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

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

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

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

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

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

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

Date

Resident

Resident's Representative

Relationship to Resident



**POMPERAUG WOODS
COMPLAINT RESOLUTION PROCESS**

Policy:

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

Procedures:

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

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

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



Acknowledgment of Receipt of Resident Handbook

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT C-2

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



Pomperaug Woods
Southbury, Connecticut

Traditional
Residency Agreement
(Life Care)

2015/09/22

TABLE OF CONTENTS

GLOSSARY.....	IV
1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.....	2
2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.....	3
3. THE POMPERAUG WOODS HEALTH CENTER	4
3.1 ACCOMMODATIONS IN THE HEALTH CENTER	4
3.2 TEMPORARY RELOCATION TO THE HEALTH CENTER.....	4
3.3 PERMANENT RELOCATION TO THE HEALTH CENTER WHEN THERE IS ONE OF YOU	4
3.4 ONE PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	4
3.5 BOTH PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	5
3.6 OUR RIGHT TO REASSIGN YOUR RESIDENCE.....	5
3.7 RETURN TO RESIDENCE	5
3.8 MEDICAL DIRECTOR, ATTENDING PHYSICIAN, AND ADDITIONAL HEALTH SERVICES.....	5
3.9 SUPPLEMENTAL INSURANCE	6
3.10 MANAGED CARE	6
3.11 UNDER AGE 62.....	7
3.12 ALTERNATE ACCOMMODATIONS IF HEALTH CENTER IS FULL.....	7
3.13 ALTERNATE NURSING CARE BASED ON RESIDENT'S CHOICE	8
3.14 ABSENCE FROM POMPERAUG WOODS	8
3.15 REIMBURSEMENT OF ENTRANCE FEE.....	8
3.16 HEALTH CENTER AGREEMENT	8
4. ENTRANCE FEE.....	8
4.1 ENTRANCE FEE DEPOSIT	8
4.2 BALANCE OF ENTRANCE FEE.....	9
5. REIMBURSEMENT OF ENTRANCE FEE	9
5.1 NONACCEPTANCE.....	9
5.2 RIGHT OF RESCISSION PERIOD	9
5.3 CANCELLATION PRIOR TO OCCUPANCY DUE TO CHANGE IN CONDITION	9
5.4 CANCELLATION PRIOR TO OCCUPANCY FOR REASONS OTHER THAN SET FORTH IN PARAGRAPHS 5.1, 5.2 OR 5.3	10
5.5 CANCELLATION AFTER OCCUPANCY	10

6.	MONTHLY FEE	11
6.1	PAYMENT OF MONTHLY FEE	11
6.2	MONTHLY FEE CHANGES	11
6.3	USE OF MONTHLY FEE	11
6.4	CANCELLATION OF MONTHLY FEE	11
6.5	MONTHLY FEE AND THE HEALTH CENTER	11
6.6	ADJUSTMENT OF MONTHLY FEE DUE TO ABSENCE	12
6.7	LATE PAYMENT	12
6.8	MONTHLY STATEMENT.....	12
7.	YOUR CANCELLATION RIGHTS	12
7.1	PRIOR TO OCCUPANCY	12
7.2	AFTER OCCUPANCY.....	12
8.	OUR CANCELLATION RIGHTS	13
8.1	JUST CAUSE.....	13
8.2	NOTICE OF CANCELLATION	13
8.3	EMERGENCY CANCELLATION	14
8.4	FINANCIAL DIFFICULTY.....	14
8.5	REIMBURSEMENT OF ENTRANCE FEE.....	15
9.	MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE	15
9.1	USE OF THE RESIDENCE	15
9.2	DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.....	15
9.3	OCCUPANTS OF THE RESIDENCE	16
9.4	CHANGES IN RESIDENCE.....	16
9.5	FURNISHINGS.....	16
9.6	EMERGENCY ENTRY AND RELOCATION	16
9.7	ALTERATIONS BY YOU	16
9.8	REFURBISHMENT	17
9.9	GUESTS.....	17
9.10	DISPOSITION OF PERSONAL PROPERTY	17
10.	REPRESENTATIONS	17
10.1	YOUR REPRESENTATIONS	17
10.2	OUR REPRESENTATIONS	18
11.	PROMISES.....	18
11.1	OUR PROMISES	18
11.2	YOUR PROMISES	18
12.	MISCELLANEOUS LEGAL PROVISIONS	18

12.1	NATURE OF RIGHTS	19
12.2	RELEASE.....	19
12.3	TRANSFERS	19
12.4	INDEMNITY	19
12.5	REIMBURSEMENT FOR LOSS OR DAMAGE	20
12.6	SUBORDINATION.....	20
12.7	AMENDMENTS	20
12.8	GOVERNING LAW	20
12.9	SEPARABILITY	20
12.10	RESIDENT	20
12.11	CAPACITY.....	20
12.12	ENTIRE AGREEMENT	20
12.13	RESPONSIBLE PARTY	20
12.14	TAX CONSIDERATIONS	21
12.15	NONWAIVER.....	21
12.16	REIMBURSEMENT OF COSTS	21
12.17	ARBITRATION.....	21
12.18	PRIVATE EMPLOYEES OF RESIDENT.....	22
12.19	NOTICES	22
12.20	SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS.....	22
12.21	RESIDENT RIGHTS.....	22
12.22	COMPLIANCE WITH LAWS AND REGULATIONS.....	23
12.23	COMPLAINT RESOLUTION PROCESS	23
13.	RESIDENT HANDBOOK	23
14.	ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS.....	24

Attachment A – Resident Health Services Program

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

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

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

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

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

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

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

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

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

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

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the

Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

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

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

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

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

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

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



Pomperaug Woods

Traditional Residency Agreement

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

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

Residence Number: _____

Residence Style: _____

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

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

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

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

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

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

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

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

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

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

2.1 Personal laundry;

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

2.3 Carports, when available;

2.4 Guest dining;

2.5 Guest accommodations, when available;

2.6 Special events transportation;

2.7 Additional housekeeping;

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

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

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

2.11 Private accommodations in the Health Center, if available.

A list of current Extra Charges for these additional services and amenities is attached to this Agreement as Attachment B. These Extra Charges are subject to

change at our discretion. A list of the most current Extra Charges can be obtained from the Health Center Social Services/Admissions Director.

3. THE POMPERAUG WOODS HEALTH CENTER.

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

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

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

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

health services as outlined in Paragraph 3.8. The Resident who remains in the Residence will continue to pay the first person Monthly Fee for the Residence.

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

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

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

3.8 Medical Director, Attending Physician, and Additional Health Services. We have designated a member in good standing of the New Haven County Medical Society to act as Medical Director for the Health Center. You are at liberty to engage the services of the Medical Director or the services of any other physician of your choice at your own expense. The Medical Director or another physician will be on emergency call. We will not be responsible for the charges for medical treatment by the Medical Director or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment. If we incur or advance payment for your treatment or for

medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment (even though this treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such payments.

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

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

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

3.10.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive services at a managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those ser-

vices, and be responsible for all charges for those services. In addition, while receiving services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence, unless you cancel this Agreement. Further, you will continue to be responsible for the charges outlined in Paragraph 3.8.

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

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

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

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

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

You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a

contractual arrangement. If you choose to relocate to a health center not designated by us, you will pay to us all applicable monthly charges under this Agreement, including the monthly charge for nursing care services. The monthly charges paid for nursing care services under this Agreement will be applied against the charges associated with your stay in a non-designated health center. Any charges for your stay in the non-designated health center in excess of the monthly charges paid by you for nursing care services under this Agreement will be solely your responsibility.

3.13 Alternate Nursing Care Based on Resident's Choice. You have the right to be independent in decisions regarding your medical care. If a bed is available in The Community health center and you choose to obtain nursing care from an alternate care facility and not from The Community health center, you will be responsible for making your own arrangements for such alternate accommodations. You will also be responsible for paying the alternate care facility direct for the services and supplies that you will be receiving from it. We will not be responsible for paying for any portion of your care and services. Further, you will continue to pay the Monthly Fee if you choose not to release your Residence and the Owner's Supervision Fee.

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

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

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

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

4.1 Entrance Fee Deposit. At the time you execute this Agreement, you will pay a deposit equal to 10% (\$_____) of the total Entrance Fee to

reserve your Residence. Payment of your Entrance Fee deposit will be held in escrow pursuant to Connecticut law.

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

5. REIMBURSEMENT OF ENTRANCE FEE.

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

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

5.3 Cancellation Prior to Occupancy Due to Change in Condition. If, prior to occupancy, you (or either of you if there are two of you) die, or become unable to occupy your Residence or the Health Center because of illness, injury or incapacity, or you elect to cancel this Agreement because of a substantial change in

your physical, mental, or financial condition, this Agreement will automatically cancel. In such event, we will repay to you or to your estate the Entrance Fee or portion thereof (without interest), which you paid to us within 30 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in writing in a separate addendum to this Agreement.

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

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor), we will repay to you or to your estate, without interest, a portion of your Entrance Fee. Any repayment due to you will be delivered to you or your estate upon the earlier of (i) 30 days from our receipt of the then-current total Entrance Fee paid by a new resident for your Residence; or (ii) three years from the date your Residency Agreement is canceled and your residence is satisfactorily delivered to us (all personal property and furniture removed and turnover of keys). The Entrance Fee repayment shall be reduced and offset by the following:

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

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

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

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

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

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

6. MONTHLY FEE.

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

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

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

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

6.4 Cancellation of Monthly Fee. The Monthly Fee for your Residence cancels as provided in Section 7 or 8. Except as otherwise provided in Section 7 or

8, you will pay the Monthly Fee until removal of your property from the Residence by you, your representative, or us.

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

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

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

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

7. YOUR CANCELLATION RIGHTS.

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

7.2 After Occupancy. After occupancy at Pomperaug Woods, you may cancel this Agreement at any time by giving us 120 days' advance written notice executed by you (or both of you, if there are two of you). In such event, this Agreement cancels at the end of the notice period. You will pay the Monthly Fee until the later of (i) the expiration of such 120 days, or (ii) your vacancy of your Residence or the Health Center, if applicable, and removal of all of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so. You may be entitled to a repayment of a portion of your

Entrance Fee pursuant to the provisions of Paragraph 5.5. If you give us notice of cancellation, the notice may not be revoked by you without our written consent.

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

8. OUR CANCELLATION RIGHTS.

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

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

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

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

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

8.1.5 Misrepresentations. You materially misrepresent your financial condition, your health, and/or your medical history during your application for residency, or any of the warranties contained in Paragraph 10.1 were incorrect at

either the time they were made or the time you became a resident of Pomperaug Woods.

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

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

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

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

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

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

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

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

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing care services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appropriate facilities. Community staff will not accompany a resident to the hospital or other care facility.

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

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

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

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

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

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

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

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

10. REPRESENTATIONS.

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

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

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

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

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

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

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

11. PROMISES.

11.1 Our Promises. We promise the following:

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

11.1.2 To operate as a charitable organization;

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

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

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

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

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

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

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials Initials

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

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

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

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

Paragraph 12.4, and our representations and obligations under this Agreement, will survive any cancellation of your residency, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

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

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

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

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

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

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

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



2015/09/22



Attachment A

Resident Health Services Program

Pomperaug Woods offers residents the opportunity to “bridge the gap” between total independence and the need for assistance with activities of daily living and nursing care in their homes. Through the Resident Health Services Program, residents can receive the medical services they need especially for them.

Eligibility for Services

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

Non-Eligibility for Services

When a resident’s condition is not considered chronic and stable, a nurse from the Resident Health Services Department will discuss with the resident and the resident’s primary physician the health issue and make suggestions for the resident either to receive services in his/her residence through a licensed home care agency or possibly be admitted to a skilled nursing facility.

A resident who receives services from a licensed home care agency is responsible for those fees privately. However, a home care agency will assess a resident to determine if a resident is eligible for services provided through Medicare. Any services provided in excess of Medicare’s allowable time is at the resident’s expense.

Hospice

Residents who are eligible may also receive hospice services within their homes.

Office Hours

Nurse on duty daily 8 am - 4 pm

Aide on duty daily 8 am - 8 pm

Health Center responds to emergency calls from 8 pm - 8 am

Resident Health Services phone: 203-262-6555



Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Food and Beverage	
• Resident additional meal	\$18.00
• Guest meal	\$20.00
• Guest meal using meal credit (tax)	\$ 2
• Holiday guest meals New Year's, Christmas, Easter, Thanksgiving	\$28.00
• Holiday guest meals using meal credit	\$10.00
• Meal absence credit per 30 days	\$150
Guest Services	
• Guest room per day	\$96 + tax
• Cot rental per day	\$10.50
Carports	
• Annual fee	\$377
• Monthly fee	\$41 month
Health Center	
• Semi-private room (non-Life Care)	\$449
• Private room premium per day (non-Life Care)	\$510
• Private room (Life Care)	\$ 61
• Life Care additional meal charge per day	\$ 36.00
Resident Health Services	
• Apartment nursing services	\$77.25 hr./ \$19.31 per 15 min
• Apartment aide service	\$8.25 per 15 min.
• Instalert unit installation	\$300 one-time fee
• Lost pendant replacement	\$150
Home Assisted Living & Garden View Assisted Living (Subject to Availability)	
• Assisted Living fee	\$1,300 per month
• Initial ALSA admission fee	\$350
• 120 day ALSA/Change of condition	\$77.25
• Extra meal charge per day	\$36.00

ATTACHMENT B

Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Page 2

Transportation (between 7 am-7 pm)	
• Local fee (1 hour min.)	\$ 15.00 hr.
• Long distance (1 hour min.)	\$ 20.00 hr.
• Unscheduled transportation (7pm-7am)	\$100 flat rate
Housekeeping and Maintenance	
• Personal laundry (per load)	\$ 17.25
• Extra housekeeping services (per hour)	\$ 17.50
• Apartment and outdoor key replacement	\$ 8 per key
• Replacement of mail key	\$ 8 per key
• Additional maintenance services (plus supplies)	\$ 18 hr.



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

You have the right to:

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

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

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

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

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

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

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

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

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

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

Date

Resident

Resident's Representative

Relationship to Resident



**POMPERAUG WOODS
COMPLAINT RESOLUTION PROCESS**

Policy:

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

Procedures:

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

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

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



Acknowledgment of Receipt of Resident Handbook

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT C-3

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



Pomperaug Woods
Southbury, Connecticut

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

2015/09/22

TABLE OF CONTENTS

GLOSSARY.....	IV
1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.....	2
2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.....	3
3. THE POMPERAUG WOODS HEALTH CENTER	4
3.1 ACCOMMODATIONS IN THE HEALTH CENTER	4
3.2 TEMPORARY RELOCATION TO THE HEALTH CENTER.....	4
3.3 PERMANENT RELOCATION TO THE HEALTH CENTER WHEN THERE IS ONE OF YOU	4
3.4 ONE PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	4
3.5 BOTH PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	5
3.6 OUR RIGHT TO REASSIGN YOUR RESIDENCE.....	5
3.7 RETURN TO RESIDENCE	5
3.8 MEDICAL DIRECTOR, ATTENDING PHYSICIAN, AND ADDITIONAL HEALTH SERVICES.....	5
3.9 SUPPLEMENTAL INSURANCE	6
3.10 MANAGED CARE	6
3.11 ALTERNATE ACCOMMODATIONS IF THE HEALTH CENTER IS FULL	7
3.12 ALTERNATE NURSING CARE BASED ON RESIDENT'S CHOICE	8
3.13 ABSENCE FROM POMPERAUG WOODS	8
3.14 REIMBURSEMENT OF ENTRANCE FEE.....	8
3.15 HEALTH CENTER AGREEMENT	8
4. ENTRANCE FEE.....	8
4.1 ENTRANCE FEE DEPOSIT	8
4.2 BALANCE OF ENTRANCE FEE.....	9
5. REIMBURSEMENT OF ENTRANCE FEE	9
5.1 NONACCEPTANCE.....	9
5.2 RIGHT OF RESCISSION PERIOD.....	9
5.3 CANCELLATION PRIOR TO OCCUPANCY DUE TO CHANGE IN CONDITION	9
5.4 CANCELLATION PRIOR TO OCCUPANCY FOR REASONS OTHER THAN SET FORTH IN PARAGRAPHS 5.1, 5.2 OR 5.3	10
5.5 CANCELLATION AFTER OCCUPANCY.....	10
6. MONTHLY FEE	10

6.1	PAYMENT OF MONTHLY FEE	11
6.2	MONTHLY FEE CHANGES	11
6.3	USE OF MONTHLY FEE	11
6.4	CANCELLATION OF MONTHLY FEE	11
6.5	MONTHLY FEE AND THE HEALTH CENTER	11
6.6	ADJUSTMENT OF MONTHLY FEE DUE TO ABSENCE	12
6.7	LATE PAYMENT	12
6.8	MONTHLY STATEMENT.....	12
7.	YOUR CANCELLATION RIGHTS	12
7.1	PRIOR TO OCCUPANCY	12
7.2	AFTER OCCUPANCY.....	12
8.	OUR CANCELLATION RIGHTS	13
8.1	JUST CAUSE.....	13
8.2	NOTICE OF CANCELLATION	13
8.3	EMERGENCY CANCELLATION	14
8.4	FINANCIAL DIFFICULTY	14
8.5	REIMBURSEMENT OF ENTRANCE FEE.....	15
9.	MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE .	15
9.1	USE OF THE RESIDENCE	15
9.2	DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.....	15
9.3	OCCUPANTS OF THE RESIDENCE	16
9.4	CHANGES IN RESIDENCE.....	16
9.5	FURNISHINGS.....	16
9.6	EMERGENCY ENTRY AND RELOCATION	16
9.7	ALTERATIONS BY YOU	16
9.8	REFURBISHMENT	17
9.9	GUESTS.....	17
9.10	DISPOSITION OF PERSONAL PROPERTY	17
10.	REPRESENTATIONS	17
10.1	YOUR REPRESENTATIONS.....	17
10.2	OUR REPRESENTATIONS	18
11.	PROMISES.....	18
11.1	OUR PROMISES	18
11.2	YOUR PROMISES.....	18
12.	MISCELLANEOUS LEGAL PROVISIONS	19
12.1	NATURE OF RIGHTS	19
12.2	RELEASE.....	19

12.3	TRANSFERS.....	19
12.4	INDEMNITY.....	19
12.5	REIMBURSEMENT FOR LOSS OR DAMAGE.....	20
12.6	SUBORDINATION.....	20
12.7	AMENDMENTS.....	20
12.8	GOVERNING LAW.....	20
12.9	SEPARABILITY.....	20
12.10	RESIDENT.....	20
12.11	CAPACITY.....	20
12.12	ENTIRE AGREEMENT.....	20
12.13	RESPONSIBLE PARTY.....	20
12.14	TAX CONSIDERATIONS.....	21
12.15	NONWAIVER.....	21
12.16	REIMBURSEMENT OF COSTS.....	21
12.17	ARBITRATION.....	21
12.18	PRIVATE EMPLOYEES OF RESIDENT.....	22
12.19	NOTICES.....	22
12.20	SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS.....	22
12.21	RESIDENT RIGHTS.....	22
12.22	COMPLIANCE WITH LAWS AND REGULATIONS.....	23
12.23	COMPLAINT RESOLUTION PROCESS.....	23
13.	RESIDENT HANDBOOK.....	23
14.	ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS.....	24

Attachment A – Resident Health Services Program

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

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

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

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

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

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

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

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

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

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

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the

Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

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

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

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

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

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

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



Pomperaug Woods

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

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

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

Residence Number: _____

Residence Style: _____

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

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

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

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

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

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

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

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

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

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

2.1 Personal laundry;

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

2.3 Carports, when available;

2.4 Guest dining;

2.5 Guest accommodations, when available;

2.6 Special events transportation;

2.7 Additional housekeeping;

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

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

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

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

3. THE POMPERAUG WOODS HEALTH CENTER.

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

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

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

3.4 One Permanently Relocated to the Health Center When There Are Two of You. If there are two of you and one of you is permanently relocated to the Health Center, the second person Monthly Fee will be adjusted to the per diem charges then in effect for nursing services received by the Resident in the

Health Center. The Resident in the Health Center will also be responsible for the charges for physician services and any additional health services as outlined in Paragraph 3.8. The Resident who remains in the Residence will continue to pay the first person Monthly Fee for the Residence.

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

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

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

3.8 Medical Director, Attending Physician, and Additional Health Services. We have designated a member in good standing of the New Haven County Medical Society to act as Medical Director for the Health Center. You are at liberty to engage the services of the Medical Director or the services of any other physician of your choice at your own expense. The Medical Director or another physician will be on emergency call. We will not be responsible for the charges for medical treatment by the Medical Director or any other physician, nor will we be responsible for the charges for medicine, drugs, prescribed therapy, personal

laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment. If we incur or advance payment for your treatment or for medicine, drugs, prescribed therapy, personal laundry, nursing supplies, and other miscellaneous supplies and services associated with medical treatment (even though this treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such payments.

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

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

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

3.10.2 Not a Participating Provider. If we are not a participating provider with your managed care program and you choose to receive services at a

managed care participating provider during a Medicare-qualified stay, then you understand and agree that you must relocate for as long as necessary for those services, and be responsible for all charges for those services. In addition, while receiving services at the managed care participating provider, you will continue to pay the Monthly Fee for your Residence, unless you cancel this Agreement. Further, you will continue to be responsible for the charges outlined in Paragraph 3.8.

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

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

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

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

You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If you choose to relocate to a health center not designated by us, you will pay to us all applicable monthly charges under this Agreement, including the monthly charge for nursing care services. The monthly charges paid

for nursing care services under this Agreement will be applied against the charges associated with your stay in a non-designated health center. Any charges for your stay in the non-designated health center in excess of the monthly charges paid by you for nursing care services under this Agreement will be solely your responsibility.

3.12 Alternate Nursing Care Based on Resident's Choice. You have the right to be independent in decisions regarding your medical care. If a bed is available in The Community health center and you choose to obtain nursing care from an alternate care facility and not from The Community health center, you will be responsible for making your own arrangements for such alternate accommodations. You will also be responsible for paying the alternate care facility direct for the services and supplies that you will be receiving from it. We will not be responsible for paying for any portion of your care and services. Further, you will continue to pay the Monthly Fee if you choose not to release your Residence and the Owner's Supervision Fee.

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

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

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

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

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

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

5. REIMBURSEMENT OF ENTRANCE FEE.

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

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

5.3 Cancellation Prior to Occupancy Due to Change in Condition. If, prior to occupancy, you (or either of you if there are two of you) die, or become unable to occupy your Residence or the Health Center because of illness, injury or incapacity, or you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, this Agreement will automatically cancel. In such event, we will repay to you or to your estate the Entrance Fee or portion thereof (without interest), which you paid to us within 30 days of our

receipt of your written notice of cancellation, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in writing in a separate addendum to this Agreement.

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

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor), we will repay to you or to your estate, without interest, an amount equal to ____% of your Entrance Fee, not to exceed \$_____. Any repayment due to you will be delivered to you or your estate upon the earlier of (i) 30 days from our receipt of the then-current total Entrance Fee paid by a new resident for your Residence; or (ii) three years from the date your Residency Agreement is cancelled and your Residence is satisfactorily delivered to us (all personal property and furniture removed and turnover of keys). The Entrance Fee repayment shall be reduced and offset by the following:

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

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

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

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

6. MONTHLY FEE.

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

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

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

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

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

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

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

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

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

7. YOUR CANCELLATION RIGHTS.

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

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

Upon your death (if there are two of you, the death of the survivor), this Agreement automatically cancels. Your estate will continue to pay your Monthly Fee until the later of (i) your death (if there are two of you, the death of the survivor), or (ii) your vacancy of the Residence or the Health Center, as applicable, and removal of all your personal property. Your estate or family will only be re-

sponsible for payment of the Monthly Fee for a period not to exceed 15 days following the date of your death as long as all of your property is removed from the Residence or the Health Center, as applicable. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of your estate, but we are not obligated to do so. Your estate may be entitled to a repayment of a portion of your Entrance Fee pursuant to the provisions of Paragraph 5.5.

8. OUR CANCELLATION RIGHTS.

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

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

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

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

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

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

8.2 Notice of Cancellation. Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have such time as is stated in the notice (but no less than 30 days after the date of such notice) to correct the problem. If the problem is corrected within such time, this Agreement shall remain in effect. If we determine the problem is not corrected, this Agreement will be canceled by us and you must leave the Community within 14

days after we notify you of our cancellation. You are obligated to pay the Monthly Fee and any Extra Charges you incur until the later of (i) 14 days after we notify you of our cancellation or (ii) the removal of your personal property. If removal of your property is not accomplished, we may remove and store your property at the expense and risk of you or your estate, but we are not obligated to do so.

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

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

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

8.4.2 Terms of Stay. Because it is and shall continue to be our policy to not cancel your residency solely by reason of your financial inability to pay the full Monthly Fee or Extra Charges, you will be able to remain at the Community at a reduced Monthly Fee or with reduced Extra Charges. Any reduction in the Monthly Fee or Extra Charges will be based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing

our ability to operate the Community on a sound financial basis. This provision will not apply if you impair your ability to meet your financial obligations hereunder by transfer of assets, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B, Medicare Part D, and/or supplemental insurance coverage. In determining whether you establish facts to justify deferment of your Monthly Fee or Extra Charges, we will consider factors, such as and including but not limited to, whether you submitted a correct Confidential Data Application, whether you made gifts of your property after the date of this Agreement which impaired your ability to meet your financial obligations, and whether you have breached any of your promises or representations to us. If you qualify for a reduced Monthly Fee or reduced Extra Charges, you agree to enter into a special Amendment to Residency Agreement with us at the time of such deferrals to reflect the reduced charges currently payable. Any payments otherwise due to you from us, including the repayment of your Entrance Fee, will be offset against any deferred charges.

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

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

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

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement.

If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appropriate facilities. Community staff will not accompany a resident to the hospital or other care facility.

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

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

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

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

9.7 Alterations by You. You may not make any alterations to your Residence without our prior written approval. We reserve the right, upon release of the Residence because you moved to the Health Center, or upon cancellation of this Agreement for any reason, to require that any alterations made by you be

removed, and that the Residence be restored to its original condition at your expense. If you fail to do so, we may remove any such alterations, restore the Residence to its original condition, and withhold the charges of any such restoration from any Entrance Fee repayment due to you or your estate.

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

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

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

10. REPRESENTATIONS.

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

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

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

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

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

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

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

11. PROMISES.

11.1 Our Promises. We promise the following:

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

11.1.2 To operate as a charitable organization;

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

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

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

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

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

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

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.13 Responsible Party. You agree to execute and deliver to us within sixty (60) days after assuming occupancy of your Residence a Durable Power of Attorney, trust document, or other documentation naming a responsible party for

business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability. You agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of Pomperaug Woods.

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

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

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

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

You may withdraw your agreement to arbitrate within 30 days after executing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs,

representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

Initials

Initials

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

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

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

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

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

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

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

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

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

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

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



2015/09/22
PW ROC Fee for Service (2015-09-22) clean



Resident Health Services Program

Pomperaug Woods offers residents the opportunity to “bridge the gap” between total independence and the need for assistance with activities of daily living and nursing care in their homes. Through the Resident Health Services Program, residents can receive the medical services they need especially for them.

Eligibility for Services

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

Non-Eligibility for Services

When a resident’s condition is not considered chronic and stable, a nurse from the Resident Health Services Department will discuss with the resident and the resident’s primary physician the health issue and make suggestions for the resident either to receive services in his/her residence through a licensed home care agency or possibly be admitted to a skilled nursing facility.

A resident who receives services from a licensed home care agency is responsible for those fees privately. However, a home care agency will assess a resident to determine if a resident is eligible for services provided through Medicare. Any services provided in excess of Medicare’s allowable time is at the resident’s expense.

Hospice

Residents who are eligible may also receive hospice services within their homes.

Office Hours

Nurse on duty daily 8 am - 4 pm

Aide on duty daily 8 am - 8 pm

Health Center responds to emergency calls from 8 pm - 8 am

Resident Health Services phone: 203-262-6555

ATTACHMENT B



Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Food and Beverage

- Resident additional meal \$18.00
- Guest meal \$20.00
- Guest meal using meal credit (tax) \$ 2
- Holiday guest meals
New Year's, Christmas, Easter, Thanksgiving \$28.00
- Holiday guest meals using meal credit \$10.00
- Meal absence credit per 30 days \$150

Guest Services

- Guest room per day \$96 + tax
- Cot rental per day \$10.50

Carports

- Annual fee \$377
- Monthly fee \$41 month

Health Center

- Semi-private room (non-Life Care) \$449
- Private room premium per day (non-Life Care) \$510
- Private room (Life Care) \$ 61
- Life Care additional meal charge per day \$ 36.00

Resident Health Services

- Apartment nursing services \$77.25 hr./ \$19.31 per 15 min
- Apartment aide service \$8.25 per 15 min.
- Instalert unit installation \$300 one-time fee
- Lost pendant replacement \$150

Home Assisted Living & Garden View Assisted Living (Subject to Availability)

- Assisted Living fee \$1,300 per month
- Initial ALSA admission fee \$350
- 120 day ALSA/Change of condition \$77.25
- Extra meal charge per day \$36.00

Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Page 2

Transportation (between 7 am-7 pm)

- Local fee (1 hour min.) \$ 15.00 hr.
- Long distance (1 hour min.) \$ 20.00 hr.
- Unscheduled transportation (7pm-7am) \$100 flat rate

Housekeeping and Maintenance

- Personal laundry (per load) \$ 17.25
- Extra housekeeping services (per hour) \$ 17.50
- Apartment and outdoor key replacement \$ 8 per key
- Replacement of mail key \$ 8 per key
- Additional maintenance services (plus supplies) \$ 18 hr.

ATTACHMENT C



MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS

You have the right to:

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

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

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

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

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

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

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

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

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

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

Date

Resident

Resident's Representative

Relationship to Resident

ATTACHMENT D



POMPERAUG WOODS COMPLAINT RESOLUTION PROCESS

Policy:

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

Procedures:

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

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

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

ATTACHMENT E



POMPERAUG WOODS

Acknowledgment of Receipt of Resident Handbook

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT C-4

**TRADITIONAL PLAN RESIDENCY AGREEMENT
(Fee-for-Service)**



Pomperaug Woods
Southbury, Connecticut

Traditional
Residency Agreement
(Fee-for-Service)

2015/09/22

TABLE OF CONTENTS

GLOSSARY.....	IV
1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.....	2
2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.....	3
3. THE POMPERAUG WOODS HEALTH CENTER	4
3.1 ACCOMMODATIONS IN THE HEALTH CENTER	4
3.2 TEMPORARY RELOCATION TO THE HEALTH CENTER.....	4
3.3 PERMANENT RELOCATION TO THE HEALTH CENTER WHEN THERE IS ONE OF YOU	4
3.4 ONE PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	4
3.5 BOTH PERMANENTLY RELOCATED TO THE HEALTH CENTER WHEN THERE ARE TWO OF YOU	5
3.6 OUR RIGHT TO REASSIGN YOUR RESIDENCE.....	5
3.7 RETURN TO RESIDENCE	5
3.8 MEDICAL DIRECTOR, ATTENDING PHYSICIAN, AND ADDITIONAL HEALTH SERVICES.....	5
3.9 SUPPLEMENTAL INSURANCE	6
3.10 MANAGED CARE	6
3.11 ALTERNATE ACCOMMODATIONS IF THE HEALTH CENTER IS FULL	7
3.12 ALTERNATE NURSING CARE BASED ON RESIDENT'S CHOICE	8
3.13 ABSENCE FROM POMPERAUG WOODS	8
3.14 REIMBURSEMENT OF ENTRANCE FEE.....	8
3.15 HEALTH CENTER AGREEMENT	8
4. ENTRANCE FEE.....	8
4.1 ENTRANCE FEE DEPOSIT	8
4.2 BALANCE OF ENTRANCE FEE.....	9
5. REIMBURSEMENT OF ENTRANCE FEE	9
5.1 NONACCEPTANCE.....	9
5.2 RIGHT OF RESCISSION PERIOD.....	9
5.3 CANCELLATION PRIOR TO OCCUPANCY DUE TO CHANGE IN CONDITION	9
5.4 CANCELLATION PRIOR TO OCCUPANCY FOR REASONS OTHER THAN SET FORTH IN PARAGRAPHS 5.1, 5.2 OR 5.3	10
5.5 CANCELLATION AFTER OCCUPANCY.....	10
6. MONTHLY FEE	10

6.1	PAYMENT OF MONTHLY FEE	11
6.2	MONTHLY FEE CHANGES	11
6.3	USE OF MONTHLY FEE	11
6.4	CANCELLATION OF MONTHLY FEE	11
6.5	MONTHLY FEE AND THE HEALTH CENTER	11
6.6	ADJUSTMENT OF MONTHLY FEE DUE TO ABSENCE	12
6.7	LATE PAYMENT	12
6.8	MONTHLY STATEMENT.....	12
7.	YOUR CANCELLATION RIGHTS	12
7.1	PRIOR TO OCCUPANCY	12
7.2	AFTER OCCUPANCY.....	12
8.	OUR CANCELLATION RIGHTS	13
8.1	JUST CAUSE.....	13
8.2	NOTICE OF CANCELLATION	13
8.3	EMERGENCY CANCELLATION	14
8.4	FINANCIAL DIFFICULTY	14
8.5	REIMBURSEMENT OF ENTRANCE FEE.....	15
9.	MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE .	15
9.1	USE OF THE RESIDENCE	15
9.2	DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.....	15
9.3	OCCUPANTS OF THE RESIDENCE	16
9.4	CHANGES IN RESIDENCE.....	16
9.5	FURNISHINGS.....	16
9.6	EMERGENCY ENTRY AND RELOCATION	16
9.7	ALTERATIONS BY YOU	16
9.8	REFURBISHMENT	17
9.9	GUESTS.....	17
9.10	DISPOSITION OF PERSONAL PROPERTY	17
10.	REPRESENTATIONS	17
10.1	YOUR REPRESENTATIONS.....	17
10.2	OUR REPRESENTATIONS	18
11.	PROMISES.....	18
11.1	OUR PROMISES	18
11.2	YOUR PROMISES.....	18
12.	MISCELLANEOUS LEGAL PROVISIONS	19
12.1	NATURE OF RIGHTS	19
12.2	RELEASE.....	19

12.3	TRANSFERS.....	19
12.4	INDEMNITY.....	19
12.5	REIMBURSEMENT FOR LOSS OR DAMAGE.....	20
12.6	SUBORDINATION.....	20
12.7	AMENDMENTS.....	20
12.8	GOVERNING LAW.....	20
12.9	SEPARABILITY.....	20
12.10	RESIDENT.....	20
12.11	CAPACITY.....	20
12.12	ENTIRE AGREEMENT.....	20
12.13	RESPONSIBLE PARTY.....	20
12.14	TAX CONSIDERATIONS.....	21
12.15	NONWAIVER.....	21
12.16	REIMBURSEMENT OF COSTS.....	21
12.17	ARBITRATION.....	21
12.18	PRIVATE EMPLOYEES OF RESIDENT.....	22
12.19	NOTICES.....	22
12.20	SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS.....	22
12.21	RESIDENT RIGHTS.....	22
12.22	COMPLIANCE WITH LAWS AND REGULATIONS.....	23
12.23	COMPLAINT RESOLUTION PROCESS.....	23
13.	RESIDENT HANDBOOK.....	23
14.	ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS.....	24

Attachment A – Resident Health Services Program

Attachment B – List of Extra Charges

Attachment C – Managed Residential Community Residents' Bill of Rights

Attachment D – Complaint Resolution Process

Attachment E – Acknowledgment of Receipt of Resident Handbook

GLOSSARY

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

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

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

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

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

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

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

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

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

"Personal Service Provider" refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the

Resident to provide additional personal services requested or required by the Resident, which are not covered by the Residency Agreement.

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

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

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

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

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

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



Pomperaug Woods

Traditional Residency Agreement (Fee-for-Service)

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

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

Residence Number: _____

Residence Style: _____

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

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

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

1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.

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

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

1.15 Use of site amenities;

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

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

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

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

2.1 Personal laundry;

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

2.3 Carports, when available;

2.4 Guest dining;

2.5 Guest accommodations, when available;

2.6 Special events transportation;

2.7 Additional housekeeping;

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

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

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

A list of current Extra Charges for these additional services and amenities is

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

3. THE POMPERAUG WOODS HEALTH CENTER.

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

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

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

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

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

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

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

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

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

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

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

3.10.1 Participating Provider. If we are a participating provider with your managed care program and your stay is a Medicare-qualified stay, we

agree to accept, as full payment, reimbursement at the rate negotiated with your managed care program. You will continue to be responsible for the charges outlined in Paragraph 3.8.

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

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

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

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

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

You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If you choose to relocate to a health center not designated by us, you will pay to us all applicable monthly charges under this Agreement, including the monthly charge for nursing care services. The monthly charges paid for nursing care services under this Agreement will be applied against the charges associated with your stay in a non-designated health center. Any charges for your stay in the non-designated health center in excess of the monthly charges paid by you for nursing care services under this Agreement will be solely your responsibility.

3.12 Alternate Nursing Care Based on Resident's Choice. You have the right to be independent in decisions regarding your medical care. If a bed is available in The Community health center and you choose to obtain nursing care from an alternate care facility and not from The Community health center, you will be responsible for making your own arrangements for such alternate accommodations. You will also be responsible for paying the alternate care facility direct for the services and supplies that you will be receiving from it. We will not be responsible for paying for any portion of your care and services. Further, you will continue to pay the Monthly Fee if you choose not to release your Residence and the Owner's Supervision Fee.

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

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

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

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

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

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

5. REIMBURSEMENT OF ENTRANCE FEE.

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

5.2 Right of Rescission Period. If, prior to residency, you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days from the date you execute this Agreement, this Agreement will automatically cancel. In such event, the Entrance Fee you paid will be repaid to you, without interest, within 60 days of notice, except that we will retain an amount equal to any charges specifically incurred by us at your request and which are set forth in a separate addendum to this Agreement. Should you occupy the Residence during the rescission period, any money or property transferred to us will be repaid in full within 60 days following rescission, without interest, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period you occupied the Residence, and any nonstandard charges incurred by us at your request as described in any addendum to this Agreement. If you move to Pomperaug Woods and then cancel prior to the expiration of your right of rescission period, you must vacate the Residence within

30 days after we receive your cancellation notice. You are not required to move into the Residence prior to the expiration of your right of rescission.

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

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

5.5 Cancellation After Occupancy. After occupancy, should you or we cancel this Agreement pursuant to Section 7 or 8, or, in the event of your death (if there are two of you, the death of the survivor), we will repay to you or to your estate, without interest, a portion of your Entrance Fee. Any repayment due to you will be delivered to you or your estate upon the earlier of (i) 30 days from our receipt of the then-current total Entrance Fee paid by a new resident for your Residence; or (ii) three years from the date your Residency Agreement is canceled and your residence is satisfactorily delivered to us (all personal property and furniture removed and turnover of keys). The Entrance Fee repayment shall be reduced and offset by the following:

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

5.5.2 After First Five Months. If this Agreement is canceled after the first five months following the date of your occupancy, we shall retain from

your refund an amount equal to 2% of your Entrance Fee for each month of occupancy; this means that if you reside at Pomperaug Woods for 50 months or more, your Entrance Fee refund declines to zero;

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

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

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

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

6. MONTHLY FEE.

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

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

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

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

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

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

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

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

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

7. YOUR CANCELLATION RIGHTS.

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

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

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

8. OUR CANCELLATION RIGHTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MISCELLANEOUS PROVISIONS REGARDING YOUR RESIDENCE.

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

9.2 Duration of Your Right to Occupy the Residence. You may reside in your Residence for as long as you (either of you) live unless you (both of you, if there are two of you) are not capable of occupying a residence with or without reasonable accommodation or modification, or this Agreement is canceled by you or by us. If, in the opinion of your attending physician or the Medical Director, your physical or mental health requires that nursing services be given, you will be requested to relocate to the Health Center where we are licensed to provide such care. You have the right to participate, as fully and meaningfully as you are able, in making the decision about a permanent move to The Community health center. You have the right to be independent in decisions regarding your medical care, and we shall not prevent or otherwise infringe upon your right to obtain treatment, care and services from providers with which we do not have a contractual arrangement. If it is determined that you require hospitalization or care in another facility, we will assist in the coordination of your transfer to such appropriate facilities. Community staff will not accompany a resident to the hospital or other care facility.

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

the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Paragraph 7.2.

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

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

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

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

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

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

opinion of the Executive Director, adversely affect the operation of the Community or be inconsistent with the welfare of other residents.

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

10. REPRESENTATIONS.

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

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

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

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

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

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

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

11. PROMISES.

11.1 Our Promises. We promise the following:

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

11.1.2 To operate as a charitable organization;

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

11.1.4 To abide by all other terms of this Agreement.

11.2 Your Promises. You promise to do the following:

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

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

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

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

11.2.5 To abide by all other terms of this Agreement.

12. MISCELLANEOUS LEGAL PROVISIONS.

12.1 Nature of Rights. You understand and agree that:

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

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

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

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

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

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

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

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

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

12.6 Subordination. You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages or other documents creating liens encumbering Pomperaug Woods, which have been or will be executed by us. Upon request, you agree to execute, acknowledge and deliver

to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

Initials

Initials

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

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

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

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

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

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

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

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

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

Executed this _____ day of _____, 20____.

Approved this _____ day of _____, 20____.

POMPERAUG WOODS, INC.

RESIDENT OR
RESIDENT'S REPRESENTATIVE

By: _____
Authorized Representative

Witness

RESIDENT OR
RESIDENT'S REPRESENTATIVE

Witness

Attachments:

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



2015/09/22

PW Traditional Fee for Service (2015-09-22)

ATTACHMENT A



Attachment A

Resident Health Services Program

Pomperaug Woods offers residents the opportunity to “bridge the gap” between total independence and the need for assistance with activities of daily living and nursing care in their homes. Through the Resident Health Services Program, residents can receive the medical services they need especially for them.

Eligibility for Services

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

Non-Eligibility for Services

When a resident’s condition is not considered chronic and stable, a nurse from the Resident Health Services Department will discuss with the resident and the resident’s primary physician the health issue and make suggestions for the resident either to receive services in his/her residence through a licensed home care agency or possibly be admitted to a skilled nursing facility.

A resident who receives services from a licensed home care agency is responsible for those fees privately. However, a home care agency will assess a resident to determine if a resident is eligible for services provided through Medicare. Any services provided in excess of Medicare’s allowable time is at the resident’s expense.

Hospice

Residents who are eligible may also receive hospice services within their homes.

Office Hours

Nurse on duty daily 8 am - 4 pm

Aide on duty daily 8 am - 8 pm

Health Center responds to emergency calls from 8 pm - 8 am

Resident Health Services phone: 203-262-6555

ATTACHMENT B



Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Food and Beverage

- Resident additional meal \$18.00
- Guest meal \$20.00
- Guest meal using meal credit (tax) \$ 2
- Holiday guest meals
New Year's, Christmas, Easter, Thanksgiving \$28.00
- Holiday guest meals using meal credit \$10.00
- Meal absence credit per 30 days \$150

Guest Services

- Guest room per day \$96 + tax
- Cot rental per day \$10.50

Carports

- Annual fee \$377
- Monthly fee \$41 month

Health Center

- Semi-private room (non-Life Care) \$449
- Private room premium per day (non-Life Care) \$510
- Private room (Life Care) \$ 61
- Life Care additional meal charge per day \$ 36.00

Resident Health Services

- Apartment nursing services \$77.25 hr./ \$19.31 per 15 min
- Apartment aide service \$8.25 per 15 min.
- Instalert unit installation \$300 one-time fee
- Lost pendant replacement \$150

Home Assisted Living & Garden View Assisted Living (Subject to Availability)

- Assisted Living fee \$1,300 per month
- Initial ALSA admission fee \$350
- 120 day ALSA/Change of condition \$77.25
- Extra meal charge per day \$36.00

ATTACHMENT B

Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Page 2

Transportation (between 7 am-7 pm)	
• Local fee (1 hour min.)	\$ 15.00 hr.
• Long distance (1 hour min.)	\$ 20.00 hr.
• Unscheduled transportation (7pm-7am)	\$100 flat rate
Housekeeping and Maintenance	
• Personal laundry (per load)	\$ 17.25
• Extra housekeeping services (per hour)	\$ 17.50
• Apartment and outdoor key replacement	\$ 8 per key
• Replacement of mail key	\$ 8 per key
• Additional maintenance services (plus supplies)	\$ 18 hr.

ATTACHMENT C



MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS

You have the right to:

- Live in a clean, safe and habitable private residential unit (the "Residence");
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your Residence, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your Residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your Residence, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;

- Present grievances and recommend changes in policies, procedures and services to our Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the name of the Resident Health Services Director or any other persons responsible for resident care or the coordination of resident care;
- Confidential treatment of all records and communications to the extent required by state and federal law;
- Have all reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility or educational institution to the extent that such relationship relates to resident medical care or treatment and to receive an explanation about the relationship;
- Receive a copy of any rules or regulations of the Community;
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community; and
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 et seq. and any other applicable laws. If you rent your Residence, all rights and privileges afforded to tenants under title 47a of the Connecticut General Statutes (Connecticut's landlord tenant laws).

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

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

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

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

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

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

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

Date

Resident

Resident's Representative

Relationship to Resident

ATTACHMENT D



**POMPERAUG WOODS
COMPLAINT RESOLUTION PROCESS**

Policy:

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

Procedures:

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

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

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

ATTACHMENT E



POMPERAUG WOODS

Acknowledgment of Receipt of Resident Handbook

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

Date

Resident

Resident's Representative

Relationship to Resident

Date

Resident

Resident's Representative

Relationship to Resident

EXHIBIT D

FEE SCHEDULES AND OCCUPANCY RATES

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

RESIDENCE	2013 (Oct.)	2014	2015	2016	2017
Milton Studio	\$155,000	\$155,000	\$155,000	\$155,000	\$155,000
Riverton 1 Bedroom, 1 Bath	230,000	230,000	230,000	230,000	230,000
Putnam 1 Bedroom, 1 Bath	250,000	250,000	250,000	250,000	250,000
Windsor 1 Bedroom, 1½ Bath	300,000	300,000	300,000	300,000	300,000
Newtown 1 Bedroom, 1½ Bath	320,000	320,000	320,000	320,000	320,000
Stratford 1 Bedroom, 1½ Bath	345,000	345,000	345,000	345,000	345,000
Salisbury 1 Bedroom, Den, 1½ Bath	410,000	410,000	410,000	410,000	410,000
Bridgewater 2 Bedroom, 2 Bath w/ Patio	445,000	445,000	445,000	445,000	445,000
Redding 2 Bedroom, 2 Bath w/ Terrace	525,000	525,000	525,000	525,000	525,000
Cornwall 2 Bedroom, 2½ Bath	565,000	565,000	565,000	565,000	565,000
Second Person:	15,000	15,000	15,000	15,000	15,000

**ENTRANCE FEES
TRADITIONAL PLAN
(Life Care)
(Current and Historical)**

RESIDENCE	2013 (Oct.)	2014	2015	2016	2017
Milton Studio	\$117,000	\$117,000	\$117,000	\$117,000	\$117,000
Riverton 1 Bedroom, 1 Bath	144,000	144,000	144,000	144,000	144,000
Putnam 1 Bedroom, 1 Bath	150,000	150,000	150,000	150,000	150,000
Windsor 1 Bedroom, 1½ Bath	187,000	187,000	187,000	187,000	187,000
Newtown 1 Bedroom, 1½ Bath	198,000	198,000	198,000	198,000	198,000
Stratford 1 Bedroom, 1½ Bath	216,000	216,000	216,000	216,000	216,000
Salisbury 1 Bedroom, Den, 1½ Bath	252,000	252,000	252,000	252,000	252,000
Bridgewater 2 Bedroom, 2 Bath w/ Patio	273,000	273,000	273,000	273,000	273,000
Redding 2 Bedroom, 2 Bath w/ Terrace	324,000	324,000	324,000	324,000	324,000
Cornwall 2 Bedroom, 2½ Bath	390,000	390,000	390,000	390,000	390,000
Second Person:	15,000	15,000	15,000	15,000	15,000

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

RESIDENCE	2013 (Oct.)	2014	2015	2016	2017
Milton Studio	\$3,412	\$3,412	\$3,489	\$3,559	\$3,304
Riverton 1 Bedroom, 1 Bath	\$3,541	\$3,541	\$3,621	\$3,693	\$3,438
Putnam 1 Bedroom, 1 Bath	\$3,597	\$3,597	\$3,678	\$3,752	\$3,497
Windsor 1 Bedroom, 1½ Bath	\$4,044	\$4,044	\$4,135	\$4,218	\$3,963
Newtown 1 Bedroom, 1½ Bath	\$4,044	\$4,044	\$4,135	\$4,218	\$3,963
Stratford 1 Bedroom, 1½ Bath	\$4,230	\$4,230	\$4,325	\$4,412	\$4,157
Salisbury 1 Bedroom, Den, 1½ Bath	\$4,375	\$4,375	\$4,473	\$4,562	\$4,307
Bridgewater 2 Bedroom, 2 Bath w/ Patio	\$4,397	\$4,397	\$4,496	\$4,586	\$4,331
Redding 2 Bedroom, 2 Bath w/ Terrace	\$4,694	\$4,694	\$4,800	\$4,896	\$4,641
Cornwall 2 Bedroom, 2½ Bath	\$5,981	\$5,981	\$6,116	\$6,116	\$5,983
Second Person:	\$1,814	\$1,814	\$1,855	\$1,892	\$1,930

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

RESIDENCE	2013 (Oct.)	2014	2015	2016	2017
Milton Studio	\$2,212	\$2,212	\$2,289	\$2,359	\$2,430
Riverton 1 Bedroom, 1 Bath	\$2,341	\$2,341	\$2,421	\$2,493	\$2,567
Putnam 1 Bedroom, 1 Bath	\$2,397	\$2,397	\$2,478	\$2,552	\$2,627
Windsor 1 Bedroom, 1½ Bath	\$2,844	\$2,844	\$2,935	\$3,018	\$3,102
Newtown 1 Bedroom, 1½ Bath	\$2,844	\$2,844	\$2,935	\$3,018	\$3,102
Stratford 1 Bedroom, 1½ Bath	\$3,030	\$3,030	\$3,125	\$3,212	\$3,300
Salisbury 1 Bedroom, Den, 1½ Bath	\$3,175	\$3,175	\$3,273	\$3,362	\$3,453
Bridgewater 2 Bedroom, 2 Bath w/ Patio	\$3,197	\$3,197	\$3,296	\$3,386	\$3,478
Redding 2 Bedroom, 2 Bath w/ Terrace	\$3,494	\$3,494	\$3,600	\$3,696	\$3,794
Cornwall 2 Bedroom, 2½ Bath	\$4,781	\$4,781	\$4,916	\$4,916	\$4,916
Second Person:	\$614	\$614	\$655	\$692	\$730

Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Food and Beverage

- Resident additional meal \$18.00
- Guest meal \$20.00
- Guest meal using meal credit (tax) \$ 2
- Holiday guest meals
New Year's, Christmas, Easter, Thanksgiving \$28.00
- Holiday guest meals using meal credit \$10.00
- Meal absence credit per 30 days \$150

Guest Services

- Guest room per day \$96 + tax
- Cot rental per day \$10.50

Carports

- Annual fee \$377
- Monthly fee \$41 month

Health Center

- Semi-private room (non-Life Care) \$449
- Private room premium per day (non-Life Care) \$510
- Private room (Life Care) \$ 61
- Life Care additional meal charge per day \$ 36.00

Resident Health Services

- Apartment nursing services \$77.25 hr./ \$19.31 per 15 min
- Apartment aide service \$8.25 per 15 min.
- Instalert unit installation \$300 one-time fee
- Lost pendant replacement \$150

Home Assisted Living & Garden View Assisted Living (Subject to Availability)

- Assisted Living fee \$1,300 per month
- Initial ALSA admission fee \$350
- 120 day ALSA/Change of condition \$77.25
- Extra meal charge per day \$36.00

Pomperaug Woods Ancillary Charges

October 1, 2016 - September 30, 2017

Page 2

Transportation (between 7 am-7 pm)

- Local fee (1 hour min.) \$ 15.00 hr.
- Long distance (1 hour min.) \$ 20.00 hr.
- Unscheduled transportation (7pm-7am) \$100 flat rate

Housekeeping and Maintenance

- Personal laundry (per load) \$ 17.25
- Extra housekeeping services (per hour) \$ 17.50
- Apartment and outdoor key replacement \$ 8 per key
- Replacement of mail key \$ 8 per key
- Additional maintenance services (plus supplies) \$ 18 hr.

**POMPERAUG WOODS
OCCUPANCY RATES**

Occupancy rate for the most recent fiscal year end is as follows:

2016
96.95%

EXHIBIT E
AUDITED FINANCIAL STATEMENTS

BlumShapiro

Accounting | Tax | Business Consulting

POMPERAUG WOODS, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

POMPERAUG WOODS, INC.

CONTENTS

Independent Auditors' Report	1-2
Statements of Financial Position - September 30, 2016 and 2015	3-4
Statements of Activities and Changes in Net Assets for the Years Ended September 30, 2016 and 2015	5
Statements of Cash Flows for the Years Ended September 30, 2016 and 2015	6
Notes to Financial Statements	7-12

BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report

To the Board of Directors
Pomperaug Woods, Inc.
Southbury, Connecticut

We have audited the accompanying financial statements of Pomperaug Woods, Inc., which comprise the statements of financial position as of September 30, 2016 and 2015, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pomperaug Woods, Inc., as of September 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Blum, Shapiro & Company, P.C.

West Hartford, Connecticut
November 28, 2016

POMPERAUG WOODS, INC.

STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2016 AND 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current Assets		
Cash and cash equivalents	\$ 2,737,421	\$ 2,571,515
Entrance fees receivable	733,500	135,000
Accounts receivable, net	400,613	309,262
Operating reserve	1,696,512	1,692,295
Other current assets	317,327	323,295
Total current assets	<u>5,885,373</u>	<u>5,031,367</u>
Return of Capital Discounts	<u>185,592</u>	<u>83,496</u>
Property, Plant and Equipment		
Land	962,264	962,264
Land improvements	2,306,626	2,258,433
Buildings and improvements	31,342,452	30,885,546
Furniture, fixtures and equipment	3,146,905	3,043,970
Construction in process	96,409	210,706
	<u>37,854,656</u>	<u>37,360,919</u>
Less accumulated depreciation	<u>22,170,157</u>	<u>21,056,727</u>
Net property, plant and equipment	<u>15,684,499</u>	<u>16,304,192</u>
Total Assets	<u>\$ 21,755,464</u>	<u>\$ 21,419,055</u>

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

STATEMENTS OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2016 AND 2015

LIABILITIES AND NET ASSETS

	<u>2016</u>	<u>2015</u>
Current Liabilities		
Accounts payable and accrued liabilities	\$ 732,700	\$ 680,976
Current portion of term loan	600,000	600,000
Unearned entrance fees	815,000	150,000
Current portion of entrance fee refunds payable	596,306	935,585
Current portion of capital lease	14,238	14,238
Other current liabilities	31,992	25,221
Total current liabilities	<u>2,790,236</u>	<u>2,406,020</u>
Term Loan, Net of Current Portion	150,000	750,000
Capital Lease, Net of Current Portion	30,274	42,566
Deferred Revenue from Entrance Fees, Net of Accumulated Amortization of \$5,822,364 in 2016 and \$5,226,011 in 2015	7,331,960	6,871,866
Entrance Fee Refunds Payable, Net of Current Portion	<u>24,725,648</u>	<u>25,050,447</u>
Total liabilities	<u>35,028,118</u>	<u>35,120,899</u>
Net Assets		
Unrestricted	(13,336,233)	(13,763,413)
Temporarily restricted	63,579	61,569
Total net assets	<u>(13,272,654)</u>	<u>(13,701,844)</u>
Total Liabilities and Net Assets	<u>\$ 21,755,464</u>	<u>\$ 21,419,055</u>

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS FOR THE YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
Unrestricted Revenues		
Resident service revenue	\$ 7,135,155	\$ 6,807,495
Amortization of entrance fees	1,207,548	1,330,573
Health center patient revenue, net of discounts of \$2,836,968 in 2016 and \$2,961,805 in 2015	3,401,488	2,503,331
Interest and dividend income	4,781	5,294
Contributions	2,010	16,700
Other	21,516	19,929
Net assets released from restrictions	-	2,500
Total unrestricted revenues	<u>11,772,498</u>	<u>10,685,822</u>
Expenses		
Resident care	3,917,974	3,661,921
General and administrative	3,002,582	2,707,711
Dietary	1,443,179	1,376,629
Plant	1,176,979	1,348,666
Depreciation	1,283,352	1,260,154
Housekeeping	472,043	444,199
Interest	43,466	65,891
Other	2,304	4,288
Total expenses	<u>11,341,879</u>	<u>10,869,459</u>
Income (Loss) from Operations	430,619	(183,637)
Loss on Disposal of Assets	<u>(3,439)</u>	<u>(12,451)</u>
Change in unrestricted net assets	<u>427,180</u>	<u>(196,088)</u>
Temporarily Restricted Net Assets		
Contributions	2,010	7,775
Net assets released from restrictions	-	(2,500)
Increase in temporarily restricted net assets	<u>2,010</u>	<u>5,275</u>
Increase (Decrease) in Net Assets	429,190	(190,813)
Net Assets - Beginning of Year	<u>(13,701,844)</u>	<u>(13,511,031)</u>
Net Assets - End of Year	<u>\$ (13,272,654)</u>	<u>\$ (13,701,844)</u>

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
Cash Flows from Operating Activities		
Change in net assets	\$ 429,190	\$ (190,813)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds paid	1,070,064	656,620
Depreciation	1,283,352	1,260,154
Amortization of entrance fees	(1,207,548)	(1,330,573)
Loss on disposal of assets	3,439	12,451
(Increase) decrease in operating assets:		
Accounts receivable	(91,351)	10,654
Operating reserve	(4,217)	(4,237)
Other current assets	5,968	(2,187)
Return of capital discounts	(102,096)	(40,596)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued liabilities	51,724	40,083
Other current liabilities	6,771	2,869
Net cash provided by operating activities	<u>1,445,296</u>	<u>414,425</u>
Cash Flows from Investing Activities		
Purchases of property, plant and equipment	(667,098)	(742,200)
Net cash used in investing activities	<u>(667,098)</u>	<u>(742,200)</u>
Cash Flows from Financing Activities		
Payments on capital lease obligations	(12,292)	(8,138)
Payments of long-term debt	(600,000)	(600,000)
Net cash used in financing activities	<u>(612,292)</u>	<u>(608,138)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	165,906	(935,913)
Cash and Cash Equivalents - Beginning of Year	<u>2,571,515</u>	<u>3,507,428</u>
Cash and Cash Equivalents - End of Year	<u>\$ 2,737,421</u>	<u>\$ 2,571,515</u>
Cash Paid During the Year for Interest	\$ 41,520	\$ 64,537

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Pomperaug Woods, Inc. (the Company) is a not-for-profit corporation that owns and operates a continuing care retirement facility (the Facility) in Southbury, Connecticut. The Facility consists of 132 resident units that were 98% and 87% occupied as of September 30, 2016 and 2015, respectively. These units were 99% and 88% sold at September 30, 2016 and 2015, respectively. In addition, the Facility currently provides a health center (the Health Center) with 37 skilled nursing beds. The Health Center was 93% and 80% occupied as of September 30, 2016 and 2015, respectively. The Facility also operates eight assisted living units. The assisted living units were 88% and 89% occupied as of September 30, 2016 and 2015, respectively.

Basis of Presentation

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

Net Assets Categories

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

Unrestricted

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

Temporarily Restricted

Temporarily restricted net assets represent contributions that are restricted by the donor either as to purpose or as to time of expenditure. When the purpose or timing restrictions have been met, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities and changes in net assets as net assets released from restriction. Temporarily restricted net assets as of September 30, 2016 were available to support the arts and crafts program and the Health Center garden.

Use of Estimates

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

Property, Plant and Equipment

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

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

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

Income Taxes

The Company is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and is, therefore, exempt from federal and state income taxes.

Cash and Cash Equivalents

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

Accounts Receivable

Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts that is based on its review of significant balances where it believes realizability is at risk. The allowance for doubtful accounts was \$-0- and \$18,460 as of September 30, 2016 and 2015, respectively.

Management Agreement

Under a management agreement, the Company utilizes Life Care Services, LLC (LCS) to supervise operations of the Facility. The management fees and salary for the LCS administrator, included as a component of general and administrative expenses in the accompanying statements of activities and changes in net assets, were \$746,216 and \$591,059 for the years ended September 30, 2016 and 2015, respectively.

Health Center Patient Revenue

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

The Founders Fund

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

The following is a summary of the changes in the Fund as of September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Balance - beginning of year	\$ 372,005	\$ 355,125
Total interest earned	187	180
Contributions	<u>2,010</u>	<u>16,700</u>
Balance - End of Year	<u>\$ 374,202</u>	<u>\$ 372,005</u>

Operating Reserve

The State of Connecticut Department of Social Services (DSS) monitors Connecticut retirement communities and their compliance with existing state regulations. DSS requires that retirement communities maintain an operating reserve equal to approximately one month's cash operating costs. In addition, the State requires the Company to maintain a reserve equivalent to one year in principal and interest payments on their term loan. The Company maintained an adequate operating reserve as of September 30, 2016 and 2015.

Subsequent Events

In preparing these financial statements, management has evaluated subsequent events through November 28, 2016, which represents the date the financial statements were available to be issued.

NOTE 2 - RESIDENCY AGREEMENTS

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

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

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

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

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

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

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

During 2009, the Board of Directors approved a deferred payment program as a sales incentive. This incentive included certain price reductions to ROC contracts on all apartments, except for the studios. The program also included a partial closing option for ROC contracts allowing a structured payment schedule during the first nine months after the resident moves in. The Board of Directors also approved a 100% "Guarantee" Program, which gives the prospective resident the ability to receive a 100% refund of their entrance fee during their first year of residency, contingent upon the resale of the apartment before the refund is made. These contracts are accounted for as part of entrance fee refunds payable. The Company did not have any deferred payment contracts outstanding as of September 30, 2016 or September 30, 2015.

During 2011, the Board of Directors approved a Fee-for-Service ROC contract. Under the new contract, residents would pay a lower monthly fee than the ROC contracts noted above. Additionally, if the resident entered the Health Center, they would pay the private day rate instead of the monthly service fee paid while living in the independent living units. There were four Fee-for-Service ROC contracts in place as of September 30, 2016 and 2015.

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 3 - DEFINED CONTRIBUTION PLAN

The Company maintains a defined contribution Tax Deferred Annuity Plan (the Plan). Employees become eligible to participate in the Plan upon attainment of 21 years of age and 1 year of employment (1,000 hours of service). Employees vest at a rate of 20% per year starting after their first two years, becoming fully vested after seven years. The employer contribution is discretionary. As of September 30, 2016, the Plan had approximately 124 participants. The total expense incurred for the Plan in 2016 and 2015, was \$20,122 and \$64,983, respectively.

NOTE 4 - NOTES PAYABLE

The Company has a revolving line of credit loan with a bank. The interest rate is calculated as the prevailing Classic Advance rate, determined five days prior to the change date, plus a margin of 250 basis points, for the balance of the term loan. The actual interest rate at September 30, 2016 was 3.8%. The monthly principal payment on the term loan is \$50,000. There was an outstanding balance of \$750,000 and \$1,350,000 as of September 30, 2016 and 2015, respectively. All assets of the Company are pledged as collateral under the Term Loan.

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

2017	\$ 600,000
2018	<u>150,000</u>
	<u>\$ 750,000</u>

Interest expense was \$41,520 and \$64,537 for the years ended September 30, 2016 and 2015, respectively.

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 5 - CAPITAL LEASES

The Company has a lease for certain equipment that is classified as a capital lease. The Company records the present value of the future minimum lease payments related to this lease as a liability on the statements of financial position with a corresponding asset within its property, plant and equipment balance on the statements of financial position. Capital assets are depreciated over their useful lives on a straight-line basis, while the obligation is reduced upon each payment by the amount of the payment that represents the principal balance. The Company is obligated under capital leases for equipment with a net book value totaling \$44,512 as of September 30, 2016.

Future obligations on the equipment capital lease together with the present value of the net minimum lease payments as of September 30, 2016 are as follows:

Year Ending September 30

2017	\$	14,238
2018		14,238
2019		14,238
2020		4,747
		<u>47,461</u>
Less amount representing interest		<u>2,949</u>
Present Value of Minimum Capital Lease Payments	\$	<u>44,512</u>

NOTE 6 - FUNCTIONAL EXPENSES

Functional expenses for the Company for the years ended September 30, 2016 and 2015, are as follows:

	<u>2016</u>	<u>2015</u>
Health care services	\$ 8,506,409	\$ 8,152,094
General and administrative	<u>2,835,470</u>	<u>2,717,365</u>
Total Functional Expenses	<u>\$ 11,341,879</u>	<u>\$ 10,869,459</u>

NOTE 7 - HEALTHCARE INDUSTRY

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

BlumShapiro

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POMPERAUG WOODS, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2015 AND 2014

POMPERAUG WOODS, INC.

CONTENTS

Independent Auditors' Report	1-2
Statements of Financial Position - September 30, 2015 and 2014	3-4
Statements of Activities and Changes in Net Assets for the Years Ended September 30, 2015 and 2014	5
Statements of Cash Flows for the Years Ended September 30, 2015 and 2014	6
Notes to Financial Statements	7-12

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Independent Auditors' Report

To the Board of Directors
Pomperaug Woods, Inc.

We have audited the accompanying financial statements of Pomperaug Woods, Inc., which comprise the statements of financial position as of September 30, 2015 and 2014, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pomperaug Woods, Inc., as of September 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Blum, Shapiro & Company, P.C.

West Hartford, Connecticut
November 20, 2015

POMPERAUG WOODS, INC.

STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2015 AND 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current Assets		
Cash and cash equivalents	\$ 2,571,515	\$ 3,507,428
Entrance fees receivable	135,000	2,222,100
Accounts receivable, net	309,262	319,916
Operating reserve	1,692,295	1,688,058
Other current assets	323,295	321,108
Total current assets	<u>5,031,367</u>	<u>8,058,610</u>
Return of Capital Discounts	<u>83,496</u>	<u>42,900</u>
Property, Plant and Equipment		
Land	962,264	962,264
Land improvements	2,258,433	2,255,847
Buildings and improvements	30,885,546	30,343,428
Furniture, fixtures and equipment	3,043,970	2,875,556
Construction in process	210,706	176,416
	<u>37,360,919</u>	<u>36,613,511</u>
Less accumulated depreciation	21,056,727	19,843,856
Net property, plant and equipment	<u>16,304,192</u>	<u>16,769,655</u>
Total Assets	<u>\$ 21,419,055</u>	<u>\$ 24,871,165</u>

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

STATEMENTS OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2015 AND 2014

LIABILITIES AND NET ASSETS

	<u>2015</u>	<u>2014</u>
Current Liabilities		
Accounts payable and accrued liabilities	\$ 680,976	\$ 640,893
Current portion of term loan	600,000	600,000
Unearned entrance fees	150,000	1,278,000
Current portion of entrance fee refunds payable	935,585	470,244
Current portion of capital lease	14,238	-
Other current liabilities	25,221	22,352
Total current liabilities	<u>2,406,020</u>	<u>3,011,489</u>
Term Loan, Net of Current Portion	750,000	1,350,000
Capital Lease, Net of Current Portion	42,566	-
Deferred Revenue from Entrance Fees, Net of Accumulated Amortization of \$5,226,011 in 2015 and \$5,083,073 in 2014	6,871,866	6,368,733
Entrance Fee Refunds Payable, Net of Current Portion	<u>25,050,447</u>	<u>27,651,974</u>
Total liabilities	<u>35,120,899</u>	<u>38,382,196</u>
Net Assets		
Unrestricted	(13,763,413)	(13,567,325)
Temporarily restricted	61,569	56,294
Total net assets	<u>(13,701,844)</u>	<u>(13,511,031)</u>
Total Liabilities and Net Assets	<u>\$ 21,419,055</u>	<u>\$ 24,871,165</u>

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Unrestricted Revenues		
Resident service revenue	\$ 6,807,495	\$ 6,493,173
Amortization of entrance fees	1,330,573	1,389,529
Health center patient revenue, net of discounts of \$2,961,805 in 2015 and \$3,238,418 in 2014	2,503,331	2,381,136
Interest and dividend income	5,294	5,783
Contributions	16,700	21,980
Other	19,929	51,852
Net assets released from restrictions	2,500	-
Total unrestricted revenues	<u>10,685,822</u>	<u>10,343,453</u>
Expenses		
Resident care	3,661,921	3,551,052
General and administrative	2,707,711	2,665,166
Dietary	1,376,629	1,401,322
Plant	1,348,666	1,368,349
Depreciation	1,260,154	1,242,999
Housekeeping	444,199	467,717
Interest	65,891	87,693
Other	4,288	3,228
Total expenses	<u>10,869,459</u>	<u>10,787,526</u>
Loss from Operations	(183,637)	(444,073)
Loss on Disposal of Assets	<u>(12,451)</u>	<u>(63,305)</u>
Change in unrestricted net assets	<u>(196,088)</u>	<u>(507,378)</u>
Temporarily Restricted Net Assets		
Contributions	7,775	10,000
Net assets released from restrictions	<u>(2,500)</u>	<u>-</u>
Increase in temporarily restricted net assets	<u>5,275</u>	<u>10,000</u>
Decrease in Net Assets	(190,813)	(497,378)
Net Assets - Beginning of Year	<u>(13,511,031)</u>	<u>(13,013,653)</u>
Net Assets - End of Year	<u>\$ (13,701,844)</u>	<u>\$ (13,511,031)</u>

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Cash Flows from Operating Activities		
Change in net assets	\$ (190,813)	\$ (497,378)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds paid	656,620	1,593,344
Depreciation	1,260,154	1,242,999
Amortization of entrance fees	(1,330,573)	(1,389,529)
Loss on disposal of assets	12,451	63,305
(Increase) decrease in operating assets:		
Accounts receivable	10,654	24,136
Operating reserve	(4,237)	(4,192)
Other current assets	(2,187)	51,799
Return of capital discounts	(40,596)	27,100
Increase (decrease) in operating liabilities:		
Accounts payable and accrued liabilities	40,083	52,798
Other current liabilities	2,869	(4,528)
Net cash provided by operating activities	<u>414,425</u>	<u>1,159,854</u>
Cash Flows from Investing Activities		
Purchases of property, plant and equipment	<u>(742,200)</u>	<u>(855,886)</u>
Net cash used in investing activities	<u>(742,200)</u>	<u>(855,886)</u>
Cash Flows from Financing Activities		
Payments on capital lease obligations	(8,138)	-
Payments of long-term debt	<u>(600,000)</u>	<u>(600,000)</u>
Net cash used in financing activities	<u>(608,138)</u>	<u>(600,000)</u>
Net Decrease in Cash and Cash Equivalents	(935,913)	(296,032)
Cash and Cash Equivalents - Beginning of Year	<u>3,507,428</u>	<u>3,803,460</u>
Cash and Cash Equivalents - End of Year	<u>\$ 2,571,515</u>	<u>\$ 3,507,428</u>
Cash Paid During the Year for Interest	\$ 64,537	\$ 87,693

The accompanying notes are an integral part of the financial statements

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Pomperaug Woods, Inc. (the Company) is a not-for-profit corporation that owns and operates a continuing care retirement facility (the Facility) in Southbury, Connecticut. The Facility consists of 132 resident units that were 87% and 88% occupied as of September 30, 2015 and 2014, respectively. These units were 88% and 91% sold at September 30, 2015 and 2014, respectively. In addition, the Facility currently provides a health center (the Health Center) with 37 skilled nursing beds. The Health Center was 80% and 89% occupied as of September 30, 2015 and 2014, respectively. The Facility also operates nine assisted living units. The assisted living units were 89% and 78% occupied as of September 30, 2015 and 2014, respectively.

Basis of Presentation

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

Net Assets Categories

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

Unrestricted

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

Temporarily Restricted

Temporarily restricted net assets represent contributions that are restricted by the donor either as to purpose or as to time of expenditure. When the purpose or timing restrictions have been met, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities and changes in net assets as net assets released from restriction. Temporarily restricted net assets as of September 30, 2015 were available to support the arts and crafts program.

Use of Estimates

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

Property, Plant and Equipment

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

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

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

Income Taxes

The Company is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and is, therefore, exempt from federal and state income taxes.

Cash and Cash Equivalents

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

Accounts Receivable

Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts that is based on its review of significant balances where it believes realizability is at risk. The allowance for doubtful accounts was \$18,460 and \$32,423 as of September 30, 2015 and 2014, respectively.

Management Agreement

Under a management agreement, the Company utilizes Life Care Services, LLC (LCS) to supervise operations of the Facility. The management fees and salary for the LCS administrator, included as a component of general and administrative expenses in the accompanying statements of activities and changes in net assets, were \$591,059 and \$554,406 for the years ended September 30, 2015 and 2014, respectively.

Health Center Patient Revenue

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

The Founders Fund

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

The following is a summary of the changes in the Fund as of September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Balance - beginning of year	\$ 355,125	\$ 351,140
Total interest earned	180	1,505
Contributions	<u>16,700</u>	<u>2,480</u>
Balance - End of Year	<u>\$ 372,005</u>	<u>\$ 355,125</u>

Operating Reserve

The State of Connecticut Department of Social Services (DSS) monitors Connecticut retirement communities and their compliance with existing state regulations. DSS requires that retirement communities maintain an operating reserve equal to approximately one month's cash operating costs. In addition, the State requires the Company to maintain a reserve equivalent to one year in principal and interest payments on their term loan. The Company maintained an adequate operating reserve as of September 30, 2015 and 2014.

Subsequent Events

In preparing these financial statements, management has evaluated subsequent events through November 20, 2015, which represents the date the financial statements were available to be issued.

NOTE 2 - RESIDENCY AGREEMENTS

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

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

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

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

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

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

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

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

During 2009, the Board of Directors approved a deferred payment program as a sales incentive. This incentive included certain price reductions to ROC contracts on all apartments, except for the studios. The program also included a partial closing option for ROC contracts allowing a structured payment schedule during the first nine months after the resident moves in. The Board of Directors also approved a 100% "Guarantee" Program, which gives the prospective resident the ability to receive a 100% refund of their entrance fee during their first year of residency, contingent upon the resale of the apartment before the refund is made. These contracts are accounted for as part of entrance fee refunds payable. The Company did not have any deferred payment contracts outstanding as of September 30, 2015 or September 30, 2014.

During 2011, the Board of Directors approved a Fee-for-Service ROC contract. Under the new contract, residents would pay a lower monthly fee than the ROC contracts noted above. Additionally, if the resident entered the Health Center, they would pay the private day rate instead of the monthly service fee paid while living in the independent living units. There were four Fee-for-Service ROC contracts in place as of September 30, 2015 and four Fee-for-Service ROC contracts in place as of September 30, 2014.

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

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

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

NOTE 3 - DEFINED CONTRIBUTION PLAN

The Company maintains a defined contribution Tax Deferred Annuity Plan (the Plan). Employees become eligible to participate in the Plan upon attainment of 21 years of age and 1 year of employment (1,000 hours of service). Employees vest at a rate of 20% per year starting after their first two years, becoming fully vested after seven years. The employer contribution is discretionary. As of September 30, 2015, the Plan had approximately 108 participants. The total expense incurred for the Plan in 2015 and 2014, was \$64,983 and \$62,329, respectively.

NOTE 4 - NOTES PAYABLE

The Company has a Revolving Line of Credit Loan with a bank. The interest rate is calculated as the prevailing Classic Advance rate, determined five days prior to the change date, plus a margin of 250 basis points, for the balance of the term loan. The interest rate at September 30, 2015 was 3.8%. The monthly principal payment on the term loan is \$50,000. There was an outstanding balance of \$1,350,000 and \$1,950,000 as of September 30, 2015 and 2014, respectively. All assets of the Company are pledged as collateral under the Term Loan.

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

2016	\$	600,000
2017		600,000
2018		<u>150,000</u>
	\$	<u><u>1,350,000</u></u>

Interest expense was \$64,537 and \$87,693 for the years ended September 30, 2015 and 2014, respectively.

POMPERAUG WOODS, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 5 - CAPITAL LEASES

The Company has a lease for certain equipment that is classified as a capital lease. The Company records the present value of the future minimum lease payments related to this lease as a liability on the statements of financial position with a corresponding asset within its property, plant and equipment balance on the statements of financial position. Capital assets are depreciated over their useful lives on a straight-line basis, while the obligation is reduced upon each payment by the amount of the payment that represents the principal balance. The Company is obligated under capital leases for equipment with a net book value totaling \$56,804 as of September 30, 2015.

Future obligations on the equipment capital lease together with the present value of the net minimum lease payments as of September 30, 2015 are as follows:

Year Ending September 30

2016	\$	14,238
2017		14,238
2018		14,238
2019		14,238
2020		4,747
		<u>61,699</u>
Less amount representing interest		<u>4,895</u>
Present Value of Minimum Capital Lease Payments	\$	<u><u>56,804</u></u>

The Company had noncash financing transactions relating to capital leases on new equipment of \$64,942 during the year ended September 30, 2015.

NOTE 6 - HEALTHCARE INDUSTRY

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

EXHIBIT F

STATEMENTS FROM ESCROW AGENTS

F-1

Operating Reserve Escrow Agreement

EXHIBIT G

STATEMENT OF ESCROW AGENT
FOR
POMPERAUG WOODS, INC.

The undersigned hereby represents that Pomperaug Woods, Inc. has established and does maintain the following escrow accounts with Newtown Savings Bank.

- Operating Reserve Escrow Account

Escrow Agent: Newtown Savings Bank

[Signature]
 Signature
Assistant Vice President Branch Manager
 Title
2/19/2016
 Date

NOTARY:

State of Connecticut)
) SS: Southbury
 County of Newtown)

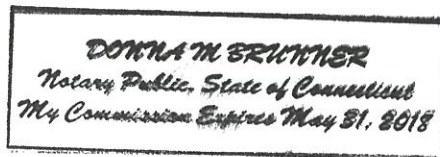
On this 19 day of February, 2016 personally appeared Matthew F. Mihalak as an officer of Newtown Savings Bank known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]
 Signature of Notary Public
 Date Commission Expires: _____

Printed Name of Notary Public

(Notary Seal or Stamp)



F-2

Entrance Fee Escrow Agreement

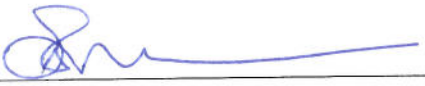
EXHIBIT G

STATEMENT OF ESCROW AGENT
FOR
POMPERAUG WOODS, INC.

The undersigned hereby represents that Pomperaug Woods, Inc. has established and does maintain the following escrow accounts with Bank of America, National Association.

- Admission Payments Escrow Account

Escrow Agent: Bank of America, National Association



 Signature
 Vice President

 Title
 02/25/16

 Date

NOTARY:

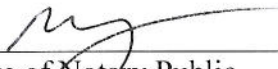
State of MA)
) SS:
 County of Middlesex)

On this 25 day of February, 20 16 personally appeared Satchi Karikal, as an officer of Bank of America, National Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this document and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.



(Notary Seal or Stamp)



 Signature of Notary Public
 Date Commission Expires: 11/3/17

 Michael Wallwork

 Printed Name of Notary Public

VII. INDEX

INDEX UPDATE UPON FILING

	Disclosure Statement Page	Residency Agreement Section
Name and Address of Provider	3	N/A
Officers, Directors, and Trustees	3-4	N/A
Business Experience: Provider Manager	3-4 4-5	N/A
Judicial Proceedings	19	N/A
Affiliation	3	N/A
Description of Property	8	N/A
Benefits Included (with and without extra charge)	8-9, Ex. B	1, 2, 3
Interest on Deposits	13-14, 18	5
Termination of Contract: Provider Resident	13-14 14-15	8 7
Rights of Surviving Spouse	Exs. C-1, C-2, C-3, C-4	7, 9.2
Marriage of Resident	Exs. C-1, C-2, C-3, C-4	9.3
Disposition of Personal Property	Exs. C-1, C-2, C-3, C-4	3.6, 7.2, 9.10
Tax Consequences	19	12.14
Reserve Funding - Escrows	18	4.1, 6.3
Financial Statements	Ex. E	N/A
Pro Forma Income Statements	21-26	N/A
Fee and Occupancy Rates Description Current and Historical Information	13-15, Ex. D	3, 4, 6
Department of Social Services - Filings	18	N/A
Statements of Escrow Agreements	Exs. F-1, F-2	N/A
Continuing-Care Contracts Return of Capital™ Plan (Life Care) Traditional Plan (Life Care) Return of Capital™ Plan (Fee-for-Service) Traditional Plan (Fee-for-Service)	Ex. C-1 Ex. C-2 Ex. C-3 Ex. C-4	Entire Entire Entire Entire