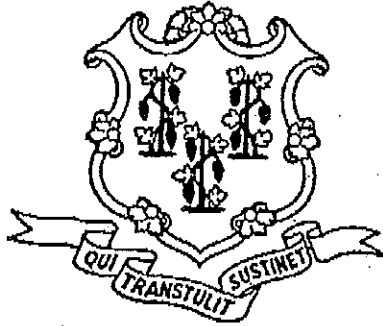


State of Connecticut



15-68

Annual Report of Long-Term Care Facility Cost Year 2015

RECEIVED

FEB 17 2016

DEPT. OF SOCIAL SERVICES
OFFICE OF CON AND STATE RELATIONS

Name of Facility (as licensed) Athena Holdings d/b/a Laurel Ridge Health Care Center	
Address (No. & Street, City, State, Zip Code) 642 Danbury Road Ridgefield, CT 06877	
Type of Facility	
<input checked="" type="checkbox"/> Chronic and Convalescent Nursing Home only (CCNH) <input type="checkbox"/> Rest Home with Nursing Supervision only (RHNS) <input type="checkbox"/> (Specify)	
Report for Year Beginning 10/1/2014	Report for Year Ending 9/30/2015

License Numbers:	CCNH 2247	RHNS	(Specify)	Medicare Provider No. 07-5395
------------------	--------------	------	-----------	----------------------------------

Medicaid Provider Numbers:	CCNH 2247	RHNS	ICF-MR
----------------------------	--------------	------	--------

For Department Use Only

Sequence Number Assigned	Signed and Notarized	Date Received	Sequence Number Assigned	Signed and Notarized	Date Received



**MYERS AND
STAUFFER** LLC
CERTIFIED PUBLIC ACCOUNTANTS

December 11, 2013

Mr. Michael E. Mosier
Chief Financial Officer
Athena Health Care Systems
135 South Road
Farmington, CT 06032

Subject: Alternative Annual Report Approval

Dear Mr. Mosier:

This letter is a follow-up to your verbal approval regarding your request for alternative annual report utilization. We have reviewed your request for approval of the Athena Health Care Systems version of the 2013 Annual Report for the State of Connecticut. Based on our review, your version of the annual report has been approved.

It is not necessary to request approval on an annual basis. This approval will remain in effect until modifications have been made to the Annual Report by the Department of Social Services. The provider community will be notified should such changes occur. At that time, you will be required to submit a new request for approval based on the modified annual report.

Should you have any questions, please feel free to contact me at (860) 687-0790.

Sincerely,

Brittany L. Hester, Administrative Assistant

CC: Claudette B. Pickens, CPA
CC: Chris Lavigne

Table of Contents

General Information - Administrator's/Owner's Certification	1
General Information and Questionnaire - Data Required for Real Wage Adjustment	1A
General Information and Questionnaire - Type of Facility - Organization Structure	2
General Information and Questionnaire - Partners	3
General Information and Questionnaire - Corporate Owners	3A
General Information and Questionnaire - Individual Proprietorship	3B
General Information and Questionnaire - Related Parties	4
General Information and Questionnaire - Basis for Allocation of Costs	5
General Information and Questionnaire - Leases	6
General Information and Questionnaire - Accounting Basis	7
Schedule of Resident Statistics	8
Schedule of Resident Statistics (Cont'd)	9
A. Report of Expenditures - Salaries & Wages	10
Schedule A1 - Salary Information for Operators/Owners; Administrators, Assistant Administrators and Other Relatives	11
Schedule A1 - Salary Information for Operators/Owners; Administrators, Assistant Administrators and Other Relatives (Cont'd)	12
B. Report of Expenditures - Professional Fees	13
Report of Expenditures - Schedule B-1 - Information Required for Individual(s) Paid on Fee for Service Basis	14
C. Expenditures Other than Salaries - Administrative and General	15
C. Expenditures Other than Salaries (Cont'd) - Administrative and General	16
Schedule C-1 - Management Services	17
C. Expenditures Other than Salaries (Cont'd) - Dietary	18
C. Expenditures Other than Salaries (Cont'd) - Laundry	19
C. Expenditures Other than Salaries (Cont'd) - Housekeeping and Resident Care	20
Report of Expenditures - Schedule C-2 - Individuals or Firms Providing Services by Contract	21
C. Expenditures Other than Salaries (Cont'd) - Maintenance and Property	22
Depreciation Schedule	23
Amortization Schedule	24
C. Expenditures Other than Salaries (Cont'd) - Property Questionnaire	25
C. Expenditures Other than Salaries (Cont'd) - Interest	26
C. Expenditures Other than Salaries (Cont'd) - Interest and Insurance	27
D. Adjustments to Statement of Expenditures	28
D. Adjustments to Statement of Expenditures (Cont'd)	29
F. Statement of Revenue	30
G. Balance Sheet	31
G. Balance Sheet (Cont'd)	32
G. Balance Sheet (Cont'd)	33
G. Balance Sheet (Cont'd)	34
G. Balance Sheet (Cont'd)	35
H. Changes in Total Net Worth	36
I. Preparer's/Reviewer's Certification	37

General Information

Name of Facility (as licensed) Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015	Page 1	of 37
--	---------------------	------------------------------------	-----------	----------

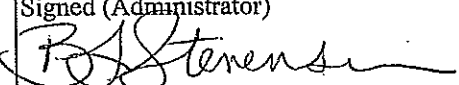
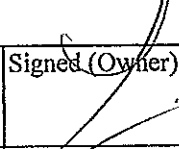
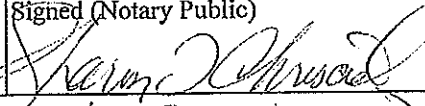
Administrator's/Owner's Certification

MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY FINE AND/OR IMPRISONMENT UNDER STATE OR FEDERAL LAW.

I HEREBY CERTIFY that I have read the above statement and that I have examined the accompanying Cost Report and supporting schedules prepared for Athena Holdings d/b/a Laurel Ridge Health Care Center [facility name] for the cost report period beginning October 01, 2014 and ending September 30, 2015, and that to the best of my knowledge and belief, it is a true, correct, and complete statement prepared from the books and records of the provider(s) in accordance with applicable instructions.

I hereby certify that I have directed the preparation of the attached General Information and Questionnaires, Schedule of Resident Statistics, Statements of Reported Expenditures, Statements of Revenues and the related Balance Sheet of this Facility in accordance with the Reporting Requirements of the State of Connecticut for the year ended as specified above.

I have read this Report and hereby certify that the information provided is true and correct to the best of my knowledge under penalties of perjury. I also certify that all salary and non-salary expenses presented in this Report as a basis for securing reimbursement for Title XIX and/or other State assisted residents were incurred to provide resident care in this Facility. All supporting records for the expenses recorded have been retained as required by Connecticut law and will be made available to auditors upon request.

Signed (Administrator) 		Date 2/10/16	Signed (Owner) 		Date 2/10/16
Printed Name (Administrator) Bernadette Stevenson			Printed Name (Owner) Lawrence Santilli		
Subscribed and Sworn to before me:	State of Conn	Date 2/10/16	Signed (Notary Public) 		Comm. Expires 03/31/20
Address of Notary Public 26 Christine Dr Southington Ct 06489					

(Notary Seal)

State of Connecticut
Department of Social Services
 25 Sigourney Street, Hartford, Connecticut 06106

Data Required for Real Wage Adjustment			Page 1A	of 37
Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	Period Covered:		From 10/1/2014	To 9/30/2015
Address of Facility 642 Danbury Road Ridgefield, CT 06877				
Report Prepared By Athena Health Care Associates, Inc	Phone Number (860) 751-3900		Date 2/11/2016	
Item	Total	CCNH	RHNS	(Specify)
1. Dietary wages paid..... \$				
2. Laundry wages paid..... \$				
3. Housekeeping wages paid..... \$				
4. Nursing wages paid..... \$				
5. All other wages paid..... \$				
6. Total Wages Paid \$				
7. Total salaries paid..... \$				
8. Total Wages and Salaries Paid (As per page 10 of Report) \$				

Wages - Compensation computed on an hourly wage rate.

Salaries - Compensation computed on a weekly or other basis which does not generally vary, based on the number of hours worked.

DO NOT include Fringe Benefit Costs.

General Information and Questionnaire

Type of Facility - Organization Structure

		Phone No. of Facility 203-438-8226	Report for Year Ended. 09/30/15	Page 2	of 37
Name of Facility (as shown on license) Athena Holdings d/b/a Laurel Ridge Health Care Center		Address (No. & Street, City, State, Zip) 642 Danbury Road Ridgefield, CT 06877			
License Numbers:	CCNH 2247	RHNS	(Specify)	Medicare Provider No. 07-5395	
Type of Facility (Check appropriate box(es))					
<input checked="" type="checkbox"/> Chronic and Convalescent Nursing Home only (CCNH)		<input type="checkbox"/> Rest Home with Nursing Supervision only (RHNS)		<input type="checkbox"/> (Specify)	
Type of Ownership (Check appropriate box)					
<input type="checkbox"/> PROPRIETORSHIP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROFIT CORP. <input type="checkbox"/> NON-PROFIT CORP. <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> TRUST					
If this facility opened or closed during report year provide:			Date Opened	Date Closed	
Has there been any change in ownership or operation during this report year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," explain fully.					
Administrator					
Name of Administrator Bernadette Stevenson			Nursing Home Administrator's License No.:	1831	
Other Operators/Owners who are assistant administrators (full or part time) of this facility.					
Name			License No.:		
Not Applicable					

ATHENA HOLDINGS, LLC - d/b/a LAURELRIDGE HEALTH & REHAB
CAPITAL CONTRIBUTION ACCT 3250
FYE 9/30/15

OWNER.	Current Ownership
LAWRENCE G. SANTILLI	31.5978%
CONSERVATORS FOR LAWRENCE E. SANTILLI	13.7522%
KRISTA SANTILLI	6.0000%
NICOLENA NOCERA	5.0000%
WILLIAM S. THOMAS	2.5000%
L & F SCHWARTZ FAMILY LIMITED PARTNERSHIP	3.0000%
MICHAEL E MOSIER	1.0000%
JUDITH HYLAND	1.0000%
STEPHEN DALTON	1.0000%
MARYBETH HAUSER	0.5000%
DEBRA M SOUCEY	0.5000%
DAVID REIS	8.0000%
CHAKALOS NURSING HOMES, LLC	26.1500%
TOTALS	100.0000%

General Information and Questionnaire Corporate Owners

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015	Page 3A	of. 37
---	---------------------	------------------------------------	------------	-----------

If this facility is owned or operated as a corporation, provide the following information:

Legal Name of Corporation	Business Address	State(s) in Which Incorporated	

Name of Directors, Officers	Business Address	Title	No. Shares Held by Each
Not Applicable			

Names of Stockholders Owning at Least 10% of Shares			

State of Connecticut
 Annual Report of Long-Term Care Facility
 CSP-4 Rev. 10/2005

General Information and Questionnaire
 Related Parties*

Name of Facility	License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	4	37

Are any individuals receiving compensation from the facility related through marriage, ability to control, ownership, family or business association? Yes No

If "Yes," provide the Name/Address and complete the information on Page 11 of the report.

Are any individuals or companies which provide goods or services, including the rental of property or the loaning of funds to this facility, related through family association, common ownership, control, or business association to any of the owners, operators, or officials of this facility? Yes No

If "Yes," provide the following information:

Name of Related Individual or Company	Business Address	Also Provides Goods/Services to Non-Related Parties		Description of Goods/Services Provided	Indicate Where Costs are Included in Annual Report Page # / Line #	Actual Cost to the Related Party
		Yes	No			
Glastonbury Health Care Center	1175 Hebron Ave, Glastonbury, CT 06033	<input checked="" type="checkbox"/>	<input type="checkbox"/>	>98% Interfacility Loan Payable \$30,000	Pg 34 Ln3	
Middlesex Health Care	100 Randolph Rd, Middletown, CT 06457	<input checked="" type="checkbox"/>	<input type="checkbox"/>	>98% Interfacility Loan Receivable \$1,505,000	Pg 34 Ln3	
Athena Health Care	135 South Rd, Farmington, CT 06032	<input checked="" type="checkbox"/>	<input type="checkbox"/>	>50% See Attached		
Athena Captive	135 South Rd, Farmington, CT 06032	<input checked="" type="checkbox"/>	<input type="checkbox"/>	>50% Workers Comp Captive	Pg 15 1a1	\$402,749
Athena Health Care Assoc. 401k Plan	135 South Rd, Farmington, CT 06032	<input checked="" type="checkbox"/>	<input type="checkbox"/>	>50% Facility participates in common 401k plan		
Laurelridge Landlord LLC	135 South Rd, Farmington, CT 06032	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lease of Property	Pg 22, L9 & L10b, Pg 27 Ln 14a	\$978,284
Litchfield Wood Health Care	255 Roberts St, Torrington, CT 06790	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reimburse for legal fees	Page 7	\$5,077
The Summit At Plantsville	261 Summit St, Plantsville, CT 06479	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interfacility Loan Payable \$70,000	Pg 34 Ln3	

* Use additional sheets if necessary.

** Provide the percentage amount of revenue received from non-related parties.

Laurel Ridge
 RELATED PARTIES QUESTIONNAIRE
 PAGE 4

FACILITY NAME	ADDRESS	Also Provided Goods/Services to Non-Related Parties		Description of Goods/Services Provided	Indicate Where Costs are Included In Annual Report Page # / Line #	Costs Reported	Actual Cost to the Related Party
		Yes	No				
Athena Health Care	135 South Rd Farmington, CT 06032	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Management Services, Payroll, MIS, Education Bank fees, Interest, Gift certificates, Consulting, Painting Legal, marketing, insurance, lobbying, mortgage fees Nursing, record storage, Social Service fill in, Health Insurance	Pg 17, pg 15, 1e Pg 16, m3 & L5 & m13 Pg 27, 12D & 14a 16, L2, Pg22 6e & 6f	\$824,772	\$375,190
Athena Health Care	135 South Rd Farmington CT 06032		<input type="checkbox"/>	Health Insurance		\$1,113,712	\$1,113,712

x	>50%
---	------

General Information and Questionnaire Basis for Allocation of Costs

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015	Page 5	of 37
---	---------------------	------------------------------------	-----------	----------

If the facility is licensed as CDH and/or RCH or provides AIDS or TBI services with special Medicaid rates, costs must be allocated to CCNH and RHNS as follows:

Item	Method of Allocation
Dietary.....	Number of meals served to residents
Laundry.....	Number of pounds processed
Housekeeping.....	Number of square feet serviced
Nursing.....	Number of hours of routine care provided by EACH employee classification, i.e., Director (or Charge Nurse), Registered Nurses, Licensed Practical Nurses, Aides and Attendants
Direct Resident Care Consultants.....	Number of hours of resident care provided by EACH specialist (See listing page 13)
Maintenance and operation of plant.....	Square feet
Property costs (depreciation).....	Square feet
Employee health and welfare.....	Gross salaries
Management services.....	Appropriate cost center involved
All other General Administrative expenses.....	Total of Direct and Allocated Costs

The preparer of this report must answer the following questions applicable to the cost information provided.

1. In the preparation of this Report, were all costs allocated as required? Yes No If "No," explain fully why such allocation was not made.

Not Applicable

2. Explain the allocation of related company expenses and attach copy of appropriate supporting data.

Not Applicable

3. Did the Facility appropriately allocate and self-disallow direct and indirect costs to non-nursing home cost centers? (e.g., Assisted Living, Home Health, Outpatient Services, Adult Day Care Services, etc.)

Yes No If "No," explain fully why such allocation was not made.

Not Applicable: No Non-Nursing Home Cost Centers

**General Information and Questionnaire
 Leases (Excluding Real Property)**

Operating Leases - Include all long-term leases for motor vehicles and equipment that have not been capitalized. Short-term leases or as needed rentals should not be included in these amounts.

Name of Facility		License No.	Report for Year Ended		Page	of	
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247	9/30/2015		6	37	
Name and Address of Lessor	Related * to Owners, Operators, Officers		Description of Items Leased	Date of Lease**	Term of Lease	Annual Amount of Lease	Amount Claimed
	Yes	No					
Pitney Bowes, 60 Wellington Rd, Milford, CT 06484	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Postal Equipment	02/16/15	automatically renewed	\$1,135	\$1,135
Graphic Savings Group LLC, 45 Main St Suite 537, Brooklyn, NY 11201	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copier	11/11/11	48 months	\$7,976	\$7,312
Leaf, PO Box 644006, Cincinnati, OH 45264	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copier- New	05/14/13	48 months	\$9,444	\$9,444
Hewlett-Packard Financial Services, PO Box 402582, Atlanta, CA 30384	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PCC Equipment	08/21/13	60 Months	\$8,338	\$8,266
Hewlett-Packard Financial Services, PO Box 402582, Atlanta, CA 30384	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PCC Equipment	10/06/14	60 Months	\$3,955	\$3,296
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
						Total ***	\$29,453

Is a Mileage Log Book Maintained for All Leased Vehicles? Yes No

Not Applicable - No Vehicles

* Refer to Page 4 for definition of related. If "Yes," transaction should be reported on Page 4 also.

** Attach copies of newly acquired leases.

*** Amount should agree to Page 22, Line 6e.

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922



ATHENA HOLDINGS LLC
642 Danbury Rd, RIDGEFIELD, CT, 06877, UNITED STATES
52164554053975USA2

Dear Customer:

Thank you for choosing HP Financial Services as your leasing source. We are glad we could be of assistance in helping you get the technology solutions you need for your business. To expedite the shipment of your equipment, it is very important for you to review the enclosed lease documents and to follow these step-by-step instructions for completing your lease transaction. *Please remember that your equipment can't be shipped until you complete and return these documents.*

1. Please carefully review the enclosed lease documents for the equipment you ordered from CDW. **IF ANY CHANGES NEED TO BE MADE TO THESE DOCUMENTS, PLEASE CALL 1-888-277-5944** and ask for the documentation specialist assigned to your geographic location.
2. Please have an Individual authorized to sign legal documents sign, date and initial the documents where indicated.
3. **AN ADVANCE LEASE PAYMENT MAY BE REQUIRED ALONG WITH THE SIGNED DOCUMENTS.** To expedite, please fill out the authorization form (attached to the lease agreement) and attach a copy of a **VOIDED** check. Execution of this form will provide us with authorization to withdraw certain payments from your business account. We will utilize your check number. Upon commencement of your lease agreement, this check will be automatically credited to your account with us. Record the check number, along with the total amount of the total first payment shown on Schedule A which includes the documentation fee of \$100.00, in your check register.
4. **PLEASE FAX THE EXECUTED LEASE, INCLUDING THE SCHEDULES AND EXHIBITS ATTACHED THERETO TO 1-888-277-5945. We will start to process the transaction immediately upon receipt of these documents.**
5. Per the terms of the lease agreement, you agree that you shall be deemed to have irrevocably accepted the equipment under any lease 10 business days after shipment of the equipment to you unless we receive your written rejection prior to the end of the 10-day period. However, you agree to execute and deliver to us a delivery and acceptance certificate upon our request. If a delivery and acceptance certificate is sent to you, when you receive the equipment, please sign such delivery and acceptance certificate and the Schedule A to the lease agreement and return both to us by fax at 1-888-277-5945. "Acceptance Date" means the first business day following the expiration of such 10-day period or such other date set forth in any delivery and acceptance certificate requested by us. The term of the lease shall begin on the Acceptance Date.
6. Your lease agreement requires that you provide proof of all risk replacement cost insurance coverage for the leased equipment, including all rents and other amounts due and owing with respect to such equipment as of the date of payment.
7. You must also always maintain adequate commercial liability insurance coverage on your leased equipment. You must have "Hewlett-Packard Financial Services Company and its assignees" named as an "additional insured(s)" under such liability coverage and upon our request, furnish us with an insurance certificate showing that you have such coverage. The insurance certificate should also include: a) your company name; b) your company address and equipment location; c) the insurance policy period; d) liability coverage amounts; and e) your lease number.

Again, thank you for choosing HP Financial Services as your leasing source. If you have any questions or concerns, please don't hesitate to call us.

Sincerely,
Customer Delivery Specialist
1-888-277-5944



Lessee (Complete Legal Name): ATHENA HOLDINGS LLC

Lease Agreement Number: 5216455405397USA2

Business Lease Agreement

This lease (including the attached Schedules A and B, this "Lease") refers throughout to Lessee as "you" or "your" and to Lessor as "we," "us" or "our". In consideration of our purchase of the equipment described on Schedule A (the "Equipment"), you hereby lease the Equipment from us for your business purposes only (and not for personal, family or household purposes), subject to all terms and conditions of this Lease. You acknowledge that you selected the vendor as identified in Schedule A (the "Vendor") and all such Equipment without our assistance. You agree that this Lease is a net lease so you will pay, by Lease payment increase or upon our demand, all costs, fees, taxes (e.g. property, sales and use taxes) or other charges connected with the Lease and the Equipment, as well as all costs for insurance, repairs, maintenance, shipping, and filing fees. You authorize us to adjust your Lease payment by up to ten percent (10%) if the actual total cost of the Equipment at acceptance varies from the original estimate. Lease payments shall commence on the Acceptance Date, as defined below, and are due in advance or arrears each monthly or quarterly period ("Period") during the Lease term on the monthly or quarterly anniversary of the Acceptance Date, all as specified in Schedule A. You agree to pay a one-time documentation fee in the amount specified in Schedule A with the first Lease payment to cover account-setup costs. If you do not elect to either purchase the Equipment, renew the Lease or return the Equipment by the end of the Lease term in accordance with the terms of Schedule A hereto, or you fail to comply with your obligations arising from the election, you will continue to pay the original Lease payments for any full or partial Period that you keep the Equipment. If you have selected either a FMV or a 10% End of Term Purchase Option (as indicated on Schedule A), then we and you intend this Lease to be a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code (as enacted and in effect in any applicable jurisdiction, the "UCC") and you authorize us to file a UCC financing statement to give public notice of our ownership of the Equipment. If you have selected a \$1.00 End of Term Purchase Option or if this Lease is otherwise deemed to be a "lease intended for security", then to secure payment and performance of your obligations under this Lease, you hereby grant us a purchase money security interest in the Equipment and in all attachments, accessories, additions, products, replacements, and proceeds (including insurance proceeds) to and of the Equipment, as well as a security interest in any other equipment we have leased to or financed for you, and you authorize us to file a UCC financing statement to perfect such security interest. You hereby appoint us as your attorney-in-fact to: (i) sign any UCC financing statements in your name, (ii) modify Schedule A to reflect any Lease payment adjustment provided for above and to complete or modify any Equipment description in Schedule A or any related document to accurately describe the Equipment actually accepted by you, and (iii) correct all typographical, clerical or legal name errors discovered in any or all of the documentation required in connection with this Lease and execute or initial all such documentation corrections in your name.

EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. You can only make any claim relating to the Equipment against the Vendor or manufacturer, and you waive any such claim against us. We hereby assign any Equipment warranties during the Lease term for your exercise at your expense. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. YOU AGREE TO MAKE PAYMENTS TO US WHEN DUE, UNCONDITIONALLY, WITHOUT ABATEMENT OR OFFSET FOR ANY CAUSE AND REGARDLESS OF ANY PROBLEMS WITH THE EQUIPMENT, VENDOR, OR US AND YOU WAIVE ANY CLAIM OR DEFENSE TO ANY LEASE PAYMENT.**

You agree to indemnify us against third party claims or other loss or damages, including attorneys' fees, arising directly or indirectly out of Equipment defects, use, or operation, and whether arising out of breach of contract, tort, or strict or product liability. You agree not to move the Equipment or to transfer, sell, sublease, or encumber either the Equipment or any rights under this Lease without our prior written consent. We may freely assign our rights and interests under this Lease without notice to you or your consent. You agree that our assignee will have the same rights and remedies as we do and that our assignee's rights will not be subject to any claims or defenses you may have against us. You and any guarantor hereby authorize us to share information about you and any guarantor (including personally identifiable information) with our assignees, potential assignees, the Vendor and other third parties providing services to us.

We own the Equipment and, unless you have selected a \$1.00 End of Term Purchase Option, we retain all benefits of ownership and you agree not to take any position inconsistent with our ownership. We may inspect the Equipment and attach Equipment ownership labels. You are solely responsible for the installation, operation, and maintenance of the Equipment, will keep it in good condition, will use it in compliance with applicable law, and will not attach it to building fixtures. You bear all risk of loss or damage to or from the Equipment arising prior to its return to us and will have it duly insured against all risk of loss and damage up to the greater of its replacement value or the Stipulated Loss Value (as defined below) and against public liability for bodily injury or damage to property arising in connection with the Equipment. You will provide to us a certificate showing that you have such insurance coverages, naming us as loss payee. Upon the occurrence of any loss or irreparable damage to the Equipment ("Casualty Loss"), you agree to immediately (c) replace the affected Equipment with equipment of equivalent or better value and supplied by a manufacturer acceptable to us or (d) pay us an amount ("Stipulated Loss Value") which is the sum of (i) all arrears in Lease payments as of the date of payment of the Stipulated Loss Value, if any (ii) all Lease payments payable from the date of payment of the Stipulated Loss Value up until expiry of the term (discounted at a rate equal to the 3% per annum (the "Discount Rate"), compounded monthly) and (iii) an amount calculated by multiplying the Equipment Total Cost with the applicable percentage specified in the next sentence. The applicable percentage will be 40% for Equipment having an Initial Term of less than 24 months; 35% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; and 30% for Equipment having an Initial Term of 36 months or greater.

You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

If you do not pay or perform any obligation under this Lease within 10 days of when such payment or performance is due, or you or any guarantor die, become insolvent or unable to pay debts when due; stop doing business as a going concern; merge, consolidate, transfer all or substantially all of your assets; make an assignment for the benefit of creditors, file bankruptcy, appoint a trustee or receiver or undergo a material adverse change in your financial or operating condition, we can do any or all of the following: (1) accelerate without notice all payments provided for in this Lease (discounted at the Discount Rate), (2) immediately repossess the Equipment or (absent Equipment repossession or return) claim a further amount equal to Stipulated Loss Value from you, (3) collect all costs of collection, including any bad check charges and reasonable attorneys' fees, (4) collect lost tax benefits and all unpaid amounts due hereunder, (5) sell or relet the Equipment, and (6) exercise all other remedies at law or equity. If we do not receive any payment when due, you will pay a one-time late charge on any overdue payment equal to the greater of \$.10 per dollar for each late payment, or \$15 (to compensate for the cost and expense of collecting and processing the late payment), plus a charge of 1 1/2% of the late payment for every month after the first month in which the payment is late (for damages including our inability to reinvest the late amount), but in any case, never to exceed more than the maximum charge allowed by law. In addition, if you are delinquent in payment, you agree to pay the actual out-of-pocket expenses incurred by us in our collection efforts (including, but not limited to, any bad check charges). Your payments may be applied, as we elect, first to the oldest amount due. Our action or failure to act on any one remedy shall not constitute an election of such as our sole remedy. Any provision of this Lease is severable if unenforceable. Any action or claim by you against us shall be commenced within one year after the cause of action arises or be forever barred.

You agree to sign such other documents and take such other actions as we may require to accomplish the intent and purpose of this Lease. All of your representations, warranties and obligations hereunder shall survive the termination of this Lease. All notices, demands and other communications required to be given under this Lease shall be in writing and shall be deemed to have been given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service.



TIME IS OF THE ESSENCE, THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NEW JERSEY AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS THEREOF. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JURISDICTION. YOU WAIVE ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO UCC ARTICLE 2A SECTION 303 AND SECTIONS 508 THROUGH 522. You acknowledge that neither any Vendor nor any Equipment salesperson is an agent of ours nor are they authorized to waive or alter the terms of this Lease. Their representations in no way affect any of our rights and obligations as herein set forth. If an E-Signature Rider is executed and delivered to us in connection with this Lease ("E-Rider"), such E-Rider will apply in the event this Lease and the Delivery and Acceptance Certificate (if requested) are submitted to you for electronic execution. You agree that an executed copy of this Lease bearing our original manual signature and your signature (either an original manual signature or such signature reproduced by means of a reliable electronic form, such as a photocopy, facsimile or, if you have executed this Lease electronically pursuant to an executed E-Rider, a printout of this Lease from our systems bearing your electronic signature), shall be marked "Original" by us and shall constitute the only original document for all effective purposes; all other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by possession or transfer of the executed copy marked "Original" by us.

You acknowledge that certain personal information may be communicated to us in the course of the performance of the Lease and will be used by us to administer our rights and obligations under the Lease and any other agreement entered into between you and us. You confirm that you have obtained any requisite consent to the disclosure and processing of such information by us for that purpose. All such personal data will be processed in accordance with the Hewlett-Packard privacy policy in force from time to time (available at www.hp.com). You authorize us to share information related to this Lease with our affiliates for any reason and any third party as necessary to fulfill our obligations under this Lease.

By signing and initialing a copy of this Lease where required below (either on paper or electronically) and providing the deposit account information required by Schedule B, you are agreeing to all of the terms and conditions of this Lease, including the terms and conditions contained in Schedules A and B and Annex 1, each of which is hereby incorporated by reference into this Business Lease Agreement. This Lease shall become effective upon our acceptance hereof but we will have no obligation to purchase the Equipment until you have accepted it as set forth below.

LESSEE SIGNATURE HERE AND BELOW*

BY: [Signature]
 Print Name and Title of Signatory: Lawrence G. Smith, Jr.
Manager

Read Carefully Before Signing

This lease is non-cancellable and is our full and final agreement, merging all prior understandings, and cannot be modified or terminated except by a written agreement signed by you and by a corporate officer of our company. You warrant to us that you have received, reviewed and approved your vendor's written supply contract covering the equipment terms of sale and warranties. You hereby authorize us to purchase the equipment in reliance solely upon your statements herein. By your initials below, you shall be deemed to have irrevocably accepted the equipment 10 business days after shipment of the equipment to you unless we receive your written rejection prior to the end of the 10-day period. However, you agree to execute and deliver to us a delivery and acceptance certificate upon our request. "acceptance date" means the first business day following the expiration of such 10-day period or such other date set forth in any delivery and acceptance certificate requested by us. The term of this lease shall begin on the acceptance date.

* LESSEE (INITIAL) X LS DATE: 10/10/14

ACCEPTED BY: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY¹

BY: _____ DATE: _____

Guaranty

In consideration of this Lease of Equipment to Lessee, and to be legally bound, the undersigned ("Guarantor") personally, irrevocably and unconditionally guarantees payment and performance of, and as a primary debtor agrees to be jointly and severally liable for (without becoming entitled to the benefits of) all obligations under this Lease until such obligations are satisfied. WE MAY PROCEED AGAINST THE GUARANTOR IN THE FIRST INSTANCE WITHOUT RESORTING TO OTHER REMEDIES, AND THE GUARANTOR WAIVES ANY STATUTORY OR OTHER RIGHT TO REQUIRE OTHERWISE. Guarantor waives subrogation rights; waives defenses and rights relating to impairment, invalidity, modification, extension of the Lease, or relating to substitution, dishonor, release or compromise of Lessee; waives demand, protest, presentment; and waives all notices related to any of the foregoing. Guarantor shall pay all costs of enforcement and collection including attorneys' fees. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN NEW JERSEY. THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY.

GUARANTOR SIGNATURE HERE

BY: X _____

Soc. Sec #: _____

¹Authorized to do business in the name of Hewlett-Packard Financial Services Company Inc. in Alabama and New York.



Schedule A to Business Lease Agreement

Lease Agreement Number: 52164554053975USA2

Lessee (full legal name): ATHENA HOLDINGS LLC			
Billing Address: 642 Danbury Rd, RIDGEFIELD, CT, 06877, UNITED STATES			
Tax ID Number:			
Telephone Number (including area code): 7084488304 Fax Number (including area code):			
Equipment Description: <u>See Attached Annex 1 to this Schedule</u>			
Equipment Location: (if different from Billing Address) 642 Danbury Rd, RIDGEFIELD, CONNECTICUT, 06877, UNITED STATES			
Vendor Information (name): CDW			
Term: 60 Period: Monthly Payable: Arrears	End-of-Term Option: DOLLAR OUT	Periodic Lease Payment: \$316.98	Tax on Periodic Lease Payment (if applicable): \$ 20.13
Advance Lease Payment: \$	Tax on Advance Lease Payment (if applicable) \$	Documentation Fee: \$100.00	Total First Payment: \$437.11 <small>(The Total First Payment shall include any Advance Lease Payment, the first Periodic Lease Payment, any applicable taxes, and the Documentation Fee.)</small>
<p>The payment of any Advance Lease Payment reflected herein shall be a condition to Lessor's agreement to this Lease and may include either or both of the following: (a) applicable taxes, and/or (b) any other "Down Payment" (defined herein below). "Down Payment" shall mean such amount determined by Lessor required upon the execution of this Lease and shall be credited against the original cost of the Equipment leased under this Lease.</p>			

Lessee's end of term options:

If you have on a timely basis fully complied with all the terms and conditions of this Lease, you may choose to exercise one of the following options upon the natural expiration of the term or any extension or renewal term on an "all or none" basis as to each option, provided however, you must give us written notice not less than ninety (90) days before expiration of the relevant term:

- PURCHASE OPTIONS:** You may purchase the Equipment for the Purchase Price (as defined below) on an "as-is, where-is" basis, without any representations or warranties, including no warranties of merchantability or fitness for a particular purpose. "Purchase Price" means (a) if you have selected a FMV End of Term Purchase Option (as indicated above), the then "Fair Market Value" (as defined below) of the Equipment (plus all applicable taxes), or (b) if you have selected a 10% End of Term Purchase Option (as indicated above), an amount equal to ten percent (10%) of the original Equipment cost (plus all applicable taxes), or (c) if you have selected a \$1.00 End of Term Purchase Option (as indicated above), an amount equal to one dollar (\$1.00) (plus all applicable taxes). "Fair Market Value" means the price that a willing buyer (who is neither a lessee in possession nor a used equipment dealer) would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell; provided, however, that in such determination: (i) the Equipment will be assumed to be in the condition in which it is required to be maintained and returned under this Lease, (ii) in the case of any installed Equipment, that Equipment shall be valued on an installed basis, and (iii) costs of removal from the current location shall not be a deduction from such valuation. If you and we are unable to agree on the Fair Market Value of the Equipment at least thirty (30) days before Lease expiration, we will appoint an independent appraiser (reasonably acceptable to you and at your expense) to determine the Fair Market Value and such appraiser's determination will be final, binding and conclusive.
- RENEWAL OPTION:** You may renew the Lease at the then Fair Market Rental Value. "Fair Market Rental Value" means the amount of periodic rent that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Such amount will not be reduced by the costs of removing any Equipment from its current location or moving it to a new location. In the event of such an election, Lessee shall enter into a mutually agreeable renewal agreement with Lessor on or before the last day of the then applicable term confirming the period for which the Lease is to be renewed (the "Renewal Term"), and the amount of Rent and the times at which such Rent is to be payable during the Renewal Term.
- EQUIPMENT RETURN OPTION:** You may return the Equipment, at your expense, to a location designated by us on or before the last day of the Lease term. Upon return, the Equipment must be in the same condition as when you first received it (excepting only reasonable wear and tear) and include all original parts, attachments and accessories. For all Equipment to be returned to us, you agree to (a) remove any of your labels, tags or other identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment in accordance with the manufacturer's guidelines. You must also return to us all copies of any operating system software (including any certificate of authenticity) you received with the Equipment.
- AUTOMATIC EXTENSION. IF THE LEASE DOES NOT CONTAIN A \$1.00 END-OF-TERM PURCHASE OPTION, AND YOU FAIL TO DELIVER TO US THE END-OF-TERM NOTICE NOT LESS THAN NINETY (90) DAYS BEFORE THE EXPIRATION OF THE RELEVANT TERM, THEN, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, THE THEN RELEVANT TERM SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE CALENDAR MONTHS WITH RESPECT TO ALL ITEMS OF EQUIPMENT SUBJECT TO THIS LEASE THROUGH THE END OF THE CALENDAR PERIOD FALLING AT LEAST 90 DAYS AFTER THE DATE YOU SHALL HAVE DELIVERED TO US AN END-OF-TERM NOTICE WITH RESPECT TO THIS LEASE AND ALL OTHER PROVISIONS OF THE LEASE SHALL CONTINUE TO APPLY. IF YOU DELIVER SUCH END-OF-TERM NOTICE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM THE ELECTIONS SPECIFIED THEREIN; THEN THE THEN APPLICABLE TERM OF THIS LEASE SHALL, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, BE AUTOMATICALLY EXTENDED. FOR EACH CALENDAR PERIOD THAT THE THEN APPLICABLE TERM OF THIS LEASE IS SO EXTENDED, YOU SHALL PAY TO US LEASE PAYMENTS IN AN AMOUNT EQUAL TO THE PERIODIC LEASE PAYMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH EXTENSION AND ALL OTHER PROVISIONS OF THE LEASE SHALL CONTINUE TO APPLY.**

Lessee (initial): AGS



Lease Agreement Number 52164554053975USA2

Schedule B to Business Lease Agreement

Authorization Agreement for Direct Payments (ACH Debits)

As a condition to Hewlett-Packard Financial Services Company entering into the Business Lease Agreement referenced above ("Lease Agreement"), Lessee hereby enters into this Authorization Agreement for Direct Payments. By executing this Authorization Agreement for Direct Payments, the undersigned hereby authorizes Hewlett-Packard Financial Services Company and its assignees (collectively "HPFS") to initiate debit entries to the account identified below ("Account") at the Depository Financial Institution identified below ("DFI") and debit the same to the Account for:

(a) the Total First Payment required under the Lease Agreement; and

(b) any periodic lease payments and any other applicable payments of taxes and/or other fees payable by Lessee to HPFS according to and under the Lease Agreement.

The undersigned further represents and warrants that: (a) the undersigned is a duly authorized representative of the Lessee, (b) the Account is a business account and is not an account used for personal or household purposes, and (c) if the Account is closed for any reason whatsoever, that Lessee will enter into a new Authorization Agreement for Direct Payments with respect to a replacement account within five (5) business days of the closing of the Account identified herein.

Name of DFI			
DFI's Routing Number (9 digits only)			
Account number			
Branch	City	State	Zip

This authorization will remain in full force and effect until Lessee provides HPFS with written notification of Lessee's termination of this Authorization Agreement for Direct Payments in such time and in such manner as to afford HPFS and DFI a reasonable opportunity to act upon such termination.

Signature of Duly Authorized Representative of Lessee		Date
Phone Number	Federal Tax Identification Number	

****Please attach voided check to this authorization****

Important Notification about ACH Debits

HPFS will automatically debit the Account for periodic applicable payments as set forth above. HPFS will invoice Lessee directly until the ACH debits are implemented as to this Lease Agreement. Lessee must remit all invoices received from HPFS by their respective due date. Lessee will continue to receive invoices from HPFS that will be labeled as "For Notification Purposes Only. We will automatically draft your account for the amount(s) described above once ACH debits are implemented.

Lessee (initial): _____



Annex 1 to the Schedule

Equipment Schedule Number 52164554053975USA2 Forming Part of Lease # 52164554053975USA2 between Lessor Hewlett-Packard Financial Services Company and Lessee ATHENA HOLDINGS LLC

QTY	ITEM NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3051875	ACER V206HQL ABD 20" LED WIDE Mfg#: UM.IV6AA.A02 Contract: Premier - Yankee Alliance PP-IT-065	88.46	88.46
2	3198605	HP SB 405 G1 A4-5000 500GB 4GB W7PW Mfg#: E3T29UT#ABA Contract: Premier - Yankee Alliance PP-IT-065	440.37	880.74
2	3208012	HP SB 802.11B/G/N WIRELESS CARD Mfg#: F2P07AT Contract: Premier - Yankee Alliance PP-IT-065	43.14	86.28
1	384345	STARTECH USB 2.0 A/B CAB 15FT Mfg#: USB2HAB15 Contract: Premier - Yankee Alliance PP-IT-065	6.59	6.59
18	500817	INTERMEDIATE CUSTOM TAG Mfg#: INTERMD CSTM TAG Contract: Premier - Yankee Alliance PP-IT-065	10.00	180.00
16	3145422	LVO TS TP E545 A-5350 320GB 4GB W8 Mfg#: 20B20011US Contract: Premier - Yankee Alliance PP-IT-065	435.12	6,961.92
2	3262311	HP SB 1910-48G SWITCH Mfg#: JE009AS#ABA Contract: Premier - Yankee Alliance PP-IT-065	545.43	1,090.86
1	2977328	ENOVATE CUSTOM EMC CART SLA POW Mfg#: S-MOP-MBP-0-0000 Contract: Premier - Yankee Alliance PP-IT-065	2,235.75	2,235.75
1	1933073	ENOVATE CUS WIRE BASKET TAA Mfg#: HC20-LE-WIRE Contract: Premier - Yankee Alliance PP-IT-065	40.00	40.00
1	3166615	ENOVATE CARE CARE EXT WTY TO 5YRS Mfg#: SVC-CCE-CPS5 Contract: Premier - Yankee Alliance PP-IT-065	425.00	425.00
1	2526558	ENOVATE CUS LCD PHOS EMC ACTUATOR Mfg#: S-MOP-KBP-0-0000 Contract: Premier - Yankee Alliance PP-IT-065	3,158.65	3,158.65
1	1933073	ENOVATE CUS WIRE BASKET TAA Contract: Premier - Yankee Alliance PP-IT-065	40.00	40.00
1	3157238	ENOVATE CUS 5YR EXT WTY F/CART Mfg#: SVC-CCE-ALL5 Contract: Premier - Yankee Alliance PP-IT-065	630.00	630.00

Shipping	956.07
Total Amount	16,780.32

The described items constitute all the Equipment covered by the above referenced lease.

Lessee (initial): X LOS



Lease Agreement Number 52164554053975USA2

Delivery and Acceptance Certificate

Hewlett-Packard Financial Services Company ("we", "us" or "our") and ATHENA HOLDINGS LLC ("you" or "your") are parties to the Business Lease Agreement (the "Lease") identified by the Business Lease Agreement Number specified above. The Business Lease Agreement and its exhibits together comprise a Lease that is being accepted and commenced pursuant to this Delivery and Acceptance Certificate. All capitalized terms used in this Delivery and Acceptance Certificate without definition shall have the meanings ascribed to them in the Lease.

- 1. **LEASE ACCEPTANCE.** You hereby acknowledge that the Equipment described in the Schedule A or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by you and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by you under the Lease evidenced by the Business Lease Agreement as of the Acceptance Date set forth below.
- 2. **LESSEE ACKNOWLEDGEMENTS.** You hereby agree to faithfully perform all of your obligations under the Business Lease Agreement and reaffirm, as of the date hereof, your representations and warranties as set forth in the Business Lease Agreement. You hereby acknowledge your agreement to pay us Lease payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which you are required to pay pursuant to the Business Lease Agreement, in each instance at the times and in the manner set forth in the Business Lease Agreement, respectively.
- 3. **EQUIPMENT LOCATION.** The Equipment has been installed and is located at the following Equipment Location:

LESSEE

ATHENA HOLDINGS LLC

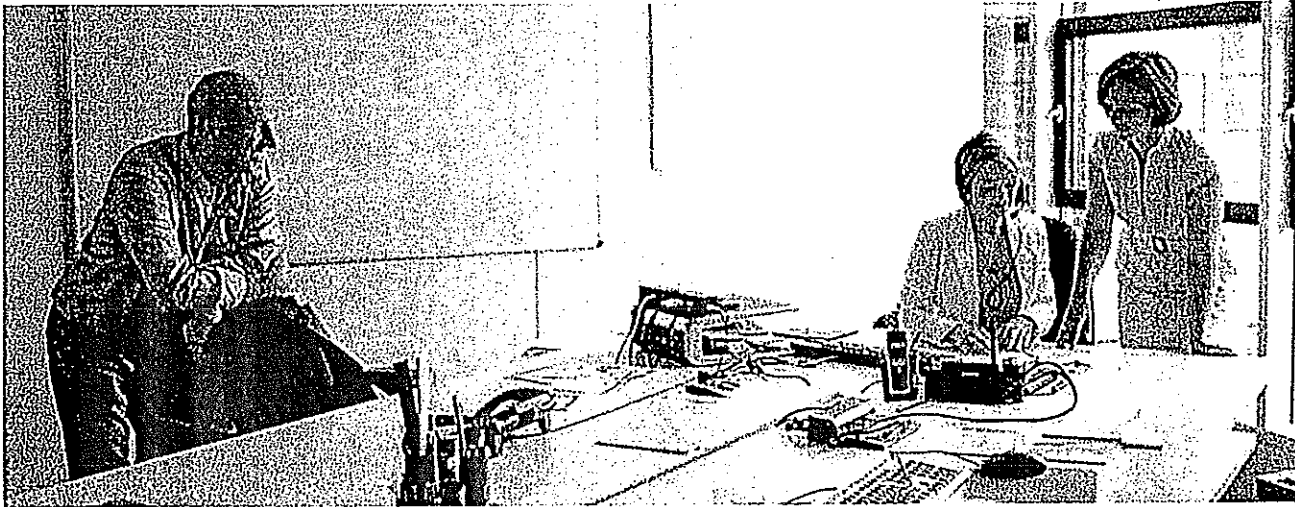
BY: _____

Name and Title

Acceptance Date: _____



HP Financial Services Customer Portal: Manage your IT assets more effectively



One of the most challenging aspects of technology leasing is effectively managing your leased assets portfolio. Without careful management, costs can go up quite easily – reducing the overall benefits of leasing.

But we're here to help.

HP Financial Services' Customer Portal is an online platform that helps you sort through all the associated data, creating the opportunity for you to track and manage your leased asset portfolio in real-time, worldwide. You don't need any special software – we've put everything in place for you.

From lease origination to contract and asset management, our Customer Portal provides support through its comprehensive step-by-step suite of tools. So not only will you be able to better manage your assets, but you can also drive down your overall operating costs.

Lease Origination

Designed to help you manage new or extended contracts the lease origination section of the portal allows you to:

- View and print in-process lease contracts
- Print, sign and upload pending documents
- Review complete list of assets (goods list) being financed/leased
- View and print completed documents including Master Lease Agreements and previous lease schedules
- Upload customer-identified supporting documents (for example, certificate of acceptance, etc.)
- View quarterly/monthly pricing agreement/ lease rates (if applicable)

Contract Management

Within this section, you can deal with existing and maturing lease contracts as well as manage your end-of-lease activities. You can complete the following tasks here:

- View contract details, including contracts within 140 days of lease maturity
- Review end-of-lease pricing for buyout and renewal options per schedule (full transactions only)
- Search pending maturities
- Request a quote for partial transaction purchase or renewals
- Request partial or full transaction equipment returns
- Fill out return shipment forms
- Track and view pending and recent returns
- View equipment damages for returned equipment
- Request additional information

Asset Information

As well as looking after the day-to-day side of your portfolio, the Asset Information section lets you manage and analyze information related to your leased equipment any time you like. You can:

- Review, query, filter and download all records related to your leased asset
- Create custom fields, such as cost center, department or employee ID
- Run, filter and export reports
- Update or add data to custom fields and attach information to reports

The portal provides standard and custom reporting. Standard reports give you the opportunity to view assets by schedule number, expiration date of schedule, serial number, equipment type, location, purchase order and supplier. And you can view, print and export reports when you need to.

User Administration

You have complete control over who has access to the portal and their level of access. As an administrator, you can perform the following tasks:

- View and update personal profile information
- Add and manage individual user profiles
- Notify individuals via email of admin, signatory or user access privileges

Put HP Financial Services to work for you. Call your HP Financial Services sales representative, or find us on the web at: hp.com/hpfinancialservices



Hewlett-Packard Financial Services
200 Connell Drive Suite 5000
Berkeley Heights, NJ 07922
888-277-0670

12/15/2014

Athena Holdings LLC
642 Danbury Rd
Ridgefield, CT 06877
Attn.: MIKE MOSIER

Subject: Business Lease Agreement Number: 52164554053975USA2

Dear MIKE MOSIER,

Thank you for selecting Hewlett-Packard Financial Services Company for your financial solutions.

We are in receipt of the Final invoice(s) for the above referenced Lease Number. The invoice(s) reflect an adjustment to the Total Cost originally indicated on the Schedule. The Total Cost has been adjusted from \$16,780.32 to \$16,412.23, which is a decrease of \$368.09.

This change was due to:

- Taxes
- Shipping/Handling
- Total Equipment Cost
- Other as explained below

As a result of the above, your monthly payment will decrease from \$316.98 to \$310.03.

All terms used herein and not defined shall have the meanings set forth in the Business Lease Agreement. All other terms and conditions of the Business Lease Agreement remain unchanged and in full force and effect.

If you should have any questions or require additional information, please contact me at 908-898-4308.

Sincerely,

Kyle Perazzone
Contract Administrator

General Information and Questionnaire
Accounting Basis

Name of Facility Athena Holdings d/b/a Laurel Ridge Health-Care Center	License No. 2247	Report for Year Ended 9/30/2015	Page 7	of 37
--	---------------------	------------------------------------	-----------	----------

The records of this facility for the period covered by this report were maintained on the following basis:

Accrual Cash Modified Cash

Is the accounting basis for this period the same as for the previous period? Yes No If "No," explain.

Independent Accounting Firm

Name of Accounting Firm 1 Dworkin, Hillman, Lamorte 2 Marcum 3 Dopkins 4	Address (No. & Street, City, State, Zip Code) Four Corporate Drive, Suite 488, Shelton, CT 06484 555 Long Wharf Dr, 12th Floor, New Haven CT 06511 200 International Dr Buffalo NY 14221
--	---

Services Provided by This Firm (*describe fully*)

1 2015 Year End Audit & Tax Return	\$ 14,000
2 Medicare Cost Report (Disallowed)	\$ 2,650
3 Key Bank Audit (Disallowed)	\$ 1,912
4	\$ -
	Charge for Services Provided \$18,562

Are These Charges Reflected in the Expenditure Portion of This Report? If Yes, Specify Expense Classification and Line No.

Yes No Pg 15, Line1d

Legal Services Information

Name of Legal Firm or Independent Attorney 1 Goldman, Fruder, & Woods 2 Rosenthal Law Firm 3 Murtha Cullina 4 Schiff Hardin 5 See Attached	Telephone Number 203-899-8900 860-677-7171 860-240-6000 203-848-6488
---	--

Address (*No. & Street, City, State, Zip Code*)

- 1 200 Connecticut Ave. Norwalk, CT 06854
- 2 P.O.Box 586, Avon, CT 06001
- 3 185 Asylum Street, Hartford, CT 06103
- 4 31 Whitney Ave, New Haven, CT 06510
- 5

Services Provided by This Firm (*describe fully*)

1 A/R Collections:Disallowed	\$ 7,243
2 A/R Collections:Disallowed	\$ 6,960
3 HUD Refinance \$10,021; DPH \$1,960 (Disallowed) ;Sec of State Annual Report & Audit Letter \$712 (allowed)	\$ 12,693
4 HUD Refinancing \$5,077; Disallow	\$ 5,077
5 A/R Collections: \$150; Town Easement \$4,050; Employee Matter (\$15,575) Disallow	\$ (11,375)
	Charge for Services Provided \$20,598

Are These Charges Reflected in the Expenditure Portion of This Report? If Yes, Specify Expense Classification and Line No.

Yes No Pg 15, Line1e

Laurel Ridge
Legal Fees Attachment
FYE 9/30/15

Vendor	Address	Services	Amount
ACE USA	33 Arch St #2900 Boston, MA 02110	Employee Settlement	\$ (15,575.00)
FIRST TITLE INSURANCE	600 Summer St Stamford, CT 06901	Town Easement	\$ 550.00
Krooth & Altman	1850 M Street, N.W. Washington, DC 20036	Town Easement	\$ 3,500.00
Treasurer State of CT		A/R	\$ 150.00
Total			\$ (11,375.00)

Schedule of Resident Statistics

Name of Facility	License No.	Report for Year Ended		Page	of
		09/30/15	8		
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	Period 10/1 Thru 6/30		Period 7/1 Thru 9/30	
		Total All Levels	Total CCNH Level	Total RHNS Level	Total (Specify)
1. Certified Bed Capacity					
A. On last day of PREVIOUS report period.....		126	126	126	126
B. On last day of THIS report period.....		126	126	126	126
2. Number of Residents					
A. As of midnight of PREVIOUS report period.....		117	117	111	117
B. As of midnight of THIS report period.....		120	120	125	120
3. Total Number of Days Care Provided During Period					
A. Medicare.....		8,438	8,438	6,376	2,062
B. Medicaid (Conn.).....		30,273	30,273	22,365	7,908
C. Medicaid (other states).....					
D. Private Pay.....		3,477	3,477	2,673	804
E. State SSI for RCH.....					
F. Other (Specify) Managed Care		581	581	464	117
G. Total Care Days During Period (3A thru F).....		42,769	42,769	31,878	10,891
4. Total Number of Days Not Included in Figures in 3G for Which Revenue Was Received for Reserved Beds					
A. Medicaid Bed Reserve Days.....		53	53	35	18
B. Other Bed Reserve Days.....		43	43	43	
5. Total Resident Days (3G + 4A + 4B).....		42,865	42,865	31,956	10,909

Schedule of Resident Statistics (Cont'd)

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center			License No. 2247			Report for Year Ended 9/30/2015			Page 9	of 37			
4. Were there any changes in the certified bed capacity during the report year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "YES", provide the following information:													
Date of Change	Place of Change (Specify)			Change in Beds						Capacity After Change			Reason for Change
	CCNH (1)	RHNS (2)	(3)	Lost (1) (2) (3)			Gained (1) (2) (3)			CCNH	RHNS	(Specify)	
5. If there was any change in certified bed capacity during the report year (as reported in item 4 above) provide the number of RESIDENT DAYS for 90 days following the change.													
Change in Resident Days								CCNH	RHNS	(Specify)			
1st change.....													
2nd change.....													
3rd change.....													
4th change.....													
6. Number of Residents and Rates on September 30 of Cost Year													
Item	Medicare		Medicaid		Self-Pay			Other State Assisted					
	CCNH	RHNS	CCNH	RHNS	CCNH	RHNS	(Specify)	R.C.H.	ICF-MR				
No. of Residents	19	93			5		3						
Per Diem Rate													
a. One bed rm.	604.85	261.83			494.00		408.93						
b. Two bed rms.	604.85	261.83			464.00		408.93						
c. Three or more bed rms.													
7. Total Number of Physical Therapy Treatments								TOTAL	CCNH	RHNS	(Specify)		
A. Medicare - Part B								9,705	9,705				
B. Medicaid (Exclusive of Part B)													
1. Maintenance Treatments								392	392				
2. Restorative Treatments													
C. Other								19,690	19,690				
D. Total Physical Therapy Treatments								29,787	29,787				
8. Total Number of Speech Therapy Treatments													
A. Medicare - Part B								1,713	1,713				
B. Medicaid (Exclusive of Part B)													
1. Maintenance Treatments								100	100				
2. Restorative Treatments													
C. Other								4,975	4,975				
D. Total Speech Therapy Treatments								6,788	6,788				
9. Total Number of Occupational Therapy Treatments													
A. Medicare - Part B								2,993	2,993				
B. Medicaid (Exclusive of Part B)													
1. Maintenance Treatments								266	266				
2. Restorative Treatments													
C. Other								18,462	18,462				
D. Total Occupational Therapy Treatments								21,721	21,721				

Report of Expenditures - Salaries & Wages

Name of Facility	License No.	Report for Year Ended	Page	of		
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	10	37		
Are time records maintained by all individuals receiving compensation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
	Total Cost and Hours					
Item	CCNH	Hours	RHNS	Hours	(Specify)	Hours
A. Salaries and Wages*						
1. Operators/Owners (Complete also Sec. I of Schedule A1)						
2. Administrator(s) (Complete also Sec. III of Schedule A1)	122,182	1,812				
3. Assistant Administrator (Complete also Sec. IV of Schedule A1)						
4. Other Administrative Salaries (telephone operator, clerks, receptionists, etc.)	270,038	11,140				
5. Dietary Service						
a. Head Dietitian	42,355	1,213				
b. Food Service Supervisor	59,005	2,034				
c. Dietary Workers	451,591	27,146				
6. Housekeeping Service						
a. Head Housekeeper	53,579	2,090				
b. Other Housekeeping Workers	240,345	16,461				
7. Repairs & Maintenance Services						
a. Engineer or Chief of Maintenance	87,543	2,186				
b. Other Maintenance Workers	54,098	2,338				
8. Laundry Service						
a. Supervisor						
b. Other Laundry Workers	154,605	10,681				
9. Barber and Beautician Services						
10. Protective Services						
11. Accounting Services						
a. Head Accountant						
b. Other Accountants						
12. Professional Care of Residents						
a. Directors and Assistant Director of Nurses	191,542	4,194				
b. RN						
1. Direct Care	544,106	12,944				
2. Administrative**	515,708	17,859				
c. LPN						
1. Direct Care	1,040,701	40,694				
2. Administrative**						
d. Aides and Attendants	1,538,079	105,249				
e. Physical Therapists	678,362	19,660				
f. Speech Therapists	232,406	4,659				
g. Occupational Therapists	266,390	7,195				
h. Recreation Workers	197,154	9,532				
i. Physicians						
1. Medical Director						
2. Utilization Review						
3. Resident Care***						
4. Other (Specify)						
j. Dentists						
k. Pharmacists						
l. Podiatrists						
m. Social Workers/Case Management	261,135	9,114				
n. Marketing						
o. Other (Specify)						
A-13. Total Salary Expenditures	7,000,924	308,201				

* Do not include in this section any expenditures paid to persons who receive a fee for services rendered or who are paid on a contract basis.

** Administrative - costs and hours associated with the following positions: MDS Coordinator, Inservice Training Coordinator and Infection Control Nurse. Such costs shall be included in the direct care category for the purposes of rate setting.

*** This item is not reimbursable to facility. For Title 19 residents, doctors should bill DSS directly. Also, any costs for Title 18 and/or other private pay residents must be removed on Page 28.

Schedule A1 - Salary Information for Operators/Owners; Administrators,
 Assistant Administrators and Other Related Parties*

Name of Facility		License No.		Report for Year Ended		Page	of		
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247		9/30/2015		11	37		
Name	Salary Paid		Fringe Benefits and/or Other Payments (describe fully)	Full Description of Services Rendered	Total Hours Worked	Line Where Claimed on Page 10	Name and Address of All Other Employment**	Total Hours Worked	Compensation Received
	CCNH	RHINS (Specify)							
Section I - Operators/Owners									
Not Applicable									
Section II - Other related parties of Operators/Owners employed in and paid by facility (EXCEPT those who may be the Administrator or Assistant Administrators who are identified on Page 12).									
Not Applicable									

* No allowance for salaries will be considered unless full information is provided. Use additional sheets if required.
 ** Include all employment worked during the cost year.

State of Connecticut
 Annual Report of Long-Term Care Facility
 CSP-12 Rev. 10/2005

Schedule A1 - Salary Information for Operators/Owners; Administrators, Assistant Administrators and Other Related Parties*

Name of Facility (as licensed)		License No.		Report for Year Ended		Page	of		
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247		9/30/2015		12	37		
Name	Salary Paid		Fringe Benefits and/or Other Payments (describe fully)	Full Description of Services Rendered	Total Hours Worked	Line Where Claimed on Page 10	Name and Address of All Other Employment**	Total Hours Worked	Compensation Received
	CCNH	RHNS (Specify)							
Section III - Administrators***									
Bernadette Steveson (10/31/14 - 9/30/2015)	122,182		Health & life insurances, Payroll Taxes	Day to day operations of the nursing home facility.	1,812	A2			
Section IV - Assistant Administrators									

* No allowance for salaries will be considered unless full information is provided. Use additional sheets if required.
 ** Include all other employment worked during the cost year.
 *** If more than one Administrator is reported, include dates of employment for each.

B. Report of Expenditures - Professional Fees

Name of Facility	License No.	Report for Year Ended	Page	of		
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	13	37		
Total Cost and Hours						
Item	CCNH	Hours	RHNS	Hours	(Specify)	Hours
*B. Direct care consultants paid on a fee for service basis in lieu of salary (For all such services complete Schedule B1)						
1. Dietitian.....						
2. Dentist.....	13,684	37				
3. Pharmacist.....	8,630	242				
4. Podiatrist.....						
5. Physical Therapy						
a. Resident Care.....						
b. Other.....						
6. Social Worker.....	17,358	90				
7. Recreation Worker.....						
8. Physicians						
a. Medical Director (entire facility).....	57,780	963				
b. Utilization Review (Title 18 and 19 only) monthly meeting						
c. Resident Care**.....	3,775					
d. Administrative Services facility						
1. Infection Control Committee (Quarterly meetings)						
2. Pharmaceutical Committee (Quarterly meetings)						
3. Staff Development Committee (Once annually)						
e. Other (Specify)						
9. Speech Therapist						
a. Resident Care.....	4,389	12				
b. Other.....						
10. Occupational Therapist						
a. Resident Care.....	73,703	1,162				
b. Other.....						
11. Nurses and aides and attendants						
a. RN						
1. Direct Care						
2. Administrative***	24,855	400				
b. LPN						
1. Direct Care						
2. Administrative***						
c. Aides.....						
d. Other.....						
12. Other (Specify) See Attached Schedule						
B-13 Total Fees Paid in Lieu of Salaries	204,174	2,906				

* Do not include in this section management consultants or services which must be reported on Page 16 item M-12 and supported by required information, Page 17.

** This item is not reimbursable to facility. For Title 19 residents, doctors should bill DSS directly. Also, any costs for Title 18 and/or other private pay residents must be removed on Page 28.

*** Administrative - costs and hours associated with the following positions: MDS Coordinator, Inservice Training Coordinator and Infection Control Nurse. Such costs shall be included in the direct care category for the purposes of rate setting.

Report of Expenditures
Schedule B1 - Information Required for Individual(s) Paid on Fee for Service Basis*

Name of Facility		License No.	Report for Year Ended		Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247	9/30/2015		14	37
Name & Address of Individual	Full Explanation of Service	Related** to Owners, Operators, Officers		Explanation of Relationship		
		Yes	No			
Ommicare of CT, 925 Knotter Dr, Cheshire, CT 06410	Pharmacist	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Dr Frederick Kayal, 300 Federal Road, Brookfield, CT 06804	Asst Medical Director	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Edward Berman, MD, 30 Prospect ST, Suite 500, Ridgefield, CT 06877	Medical Director	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Healthdrive Medical & Dental Group, 1 Prestige Dr Suite 107, Meriden, CT 06450	Dentist	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
MVP Recruitment 59 Saint Lawrence Way, North Attleboro, MA 02760	Social Service Recruitment Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Swallowing Diagnostics, PO Box 484, Avon, CT 06001	Speech Therapy	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Access Therapies Inc, PO Box 823461, Philadelphia, PA 19182	Occupational Therapy	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Onward Healthcare, 64 Danbury Rd, Wilton, CT 06897	Occupational Therapist	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Cardiology Physicans of Fairfield, PO Box 8500 Philidelphia, PA 19178	Physicains	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Associated Neurologist, 69 Sand Pit Rd, Danbury, CT 06810	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Bridgeport Hospital, 267 Grant St, Bridgeport, CT 06610	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Danbury Eye, 69 Sand Pit Rd, Danbury, CT 06810	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Ecardio Diagnostics, 1717 N Sam Houston Pkwy W Ste 100 Houston, TX 77033	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
CT Family Orthopdeics, PO Box 1065, Windsor, Ct 06095	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Danbury Hospital, 20 Stony Hill Rd, Bethel, CT 06801	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Health Drive Audiology Group, 888 Worcester St, Worcester, MA 02482	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Danbury Orthopedic, 226 White St, Danbury, CT 06810	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Integrated Medical Professionals, 532 Broad Hollow Rd Ste 142, Nelville, NY 11747	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Urology Assoc Of Danbury, 51-53 Kenosia Ave, Danbury, CT 06810	Physicains	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Western CT Medical, PO Box 8932 Belfast, ME 04915	Physicains	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Orthocare Specialist, 60 Old New Millfrod Rd, Brookfield, CT 06840	Physicians	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Athena Health Care Services, 135 South Rd Farmington, Ct 06032	Social Serivce and MDS Fill-in	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Common Owners		

* Use additional sheets if necessary.

** Refer to Page 4 for definition of related.

C. Expenditures Other Than Salaries - Administrative and General

Name of Facility	License No.	Report for Year Ended		Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015		15	37
Item	Total	CCNH	RHNS	(Specify)	
1. Administrative and General					
a. Employee Health & Welfare Benefits					
1. Workmen's Compensation.....	\$ 402,749	402,749			
2. Disability Insurance.....	\$				
3. Unemployment Insurance.....	\$ 152,840	152,840			
4. Social Security (F.I.C.A.).....	\$ 519,831	519,831			
5. Health Insurance.....	\$ 994,202	994,202			
6. Life Insurance (employees only) (not-owners and not-operators).....	\$				
7. Pensions (Non-Discriminatory) (not-owners and not-operators).....	\$ 18,595	18,595			
8. Uniform Allowance.....	\$				
9. Other (<i>Specify</i>)..... See Attached Schedule	\$				
b. Personal Retirement Plans, Pensions, and Profit Sharing Plans for Owners and Operators (Discriminatory)*	\$				
c. Bad Debts*.....	\$ 53,298	53,298			
d. Accounting and Auditing.....	\$ 18,562	18,562			
e. Legal (<i>Services should be fully described on Page 7</i>)	\$ 20,598	20,598			
f. Insurance on Lives of Owners and Operators (<i>Specify</i>)*.....	\$				
g. Office Supplies.....	\$ 63,658	63,658			
h. Telephone and Cellular Phones.....					
1. Telephone & Pagers.....	\$ 48,325	48,325			
2. Cellular Phones.....	\$ 1,244	1,244			
i. Appraisal (<i>Specify purpose and attach copy</i>)*.....	\$				
j. Corporation Business Taxes (<i>franchise tax</i>)	\$				
k. Other Taxes (<i>Not related to property - See Page 22</i>)					
1. Income*.....	\$ 250	250			
2. Other (<i>Specify</i>) See Attached Schedule	\$				
3. Resident Day User Fee	\$ 723,656	723,656			
Subtotal	\$ 3,017,808	3,017,808			

* Facility should self-disallow the expense on Page 28 of the Cost Report.

(Carry Subtotals forward to next page)

C. Expenditures Other Than Salaries (cont'd) - Administrative and General

Name of Facility	License No.	Report for Year Ended		Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015		16	37
Item	Total	CCNH	RHNS	(Specify)	
Subtotals Brought Forward:	3,017,808	3,017,808			
l. Travel and Entertainment					
1. Resident Travel and Entertainment.....	\$				
2. Holiday Parties for Staff.....	\$ 4,954	4,954			
3. Gifts to Staff and Residents.....	\$ 22,936	22,936			
4. Employee Travel.....	\$ 12,853	12,853			
5. Education Expenses Related to Seminars and Conventions	\$ 5,395	5,395			
6. Automobile Expense (not purchase or depreciation)....	\$				
7. Other (Specify).....	\$				
See Attached Schedule					
m. Other Administrative and General Expenses					
1. Advertising Help Wanted (all such expenses).....	\$ 5,250	5,250			
2. Advertising Telephone Directory (all such expenses)***	\$				
3. Advertising Other (Specify)***.....	\$ 43,000	43,000			
See Attached Schedule					
4. Fund-Raising***.....	\$				
5. Medical Records.....	\$				
6. Barber and Beauty Supplies (if this service is supplied directly and not by contract or fee for service)***.....	\$				
7. Postage.....	\$ 10,642	10,642			
* 8. Dues and Membership Fees to Professional Associations (Specify).....	\$ 8,586	8,586			
See Attached Schedule					
8a. Dues to Chamber of Commerce & Other Non-Allowable Org.***	\$				
9. Subscriptions.....	\$ (145)	(145)			
10. Contributions***.....	\$ 1,060	1,060			
See Attached Schedule					
11. Services Provided by Contract (Specify and Complete Schedule C-2, Page 21 for each firm or individual)	\$				
12. Administrative Management Services**.....	\$ 470,662	470,662			
13. Other (Specify).....	\$ 116,245	116,245			
See Attached Schedule					
C-14 Total Administrative & General Expenditures	\$ 3,719,246	3,719,246			

* Do not include Subscriptions, which should go in item 9.

** Schedule C-1, Page 17 must be fully completed or this expenditure will not be allowed.

*** Facility should self-disallow the expense on Page 28 of the Cost Report.

Schedule of Other Travel and Entertainment

Description	CCNH	RHNS	(Specify)
Total Other Travel and Entertainment	\$ -	\$ -	\$ -

Schedule of Other Advertising

Description	CCNH	RHNS	(Specify)
Promotional	\$ 43,000		
Total Other Advertising	\$ 43,000	\$ -	\$ -

Schedule of Dues

Description	CCNH	RHNS	(Specify)
CT Association of Health Care	\$ 8,586		
Total Dues	\$ 8,586	\$ -	\$ -

Schedule of Contributions

Description	CCNH	RHNS	(Specify)
Miscellaneous	\$ 1,060		
Total Contributions	\$ 1,060	\$ -	\$ -

Schedule of Other Administrative and General

Description	CCNH	RHNS	(Specify)
Lobbying Fees	\$ 4,220		
Licenses	\$ 2,131		
Bank Charges	\$ (1,590)		
Payroll Processing Fees	\$ 19,215		
Employee Physicals & Background Checks	\$ 9,295		
Data Processing	\$ 13,942		
CMP Case # 2015-01-LTC-046	\$ 12,285		
CMP Case # 2014-01-LTC-173	\$ 1,820		
Compliance Consulting	\$ 54,927		
Total Other Administrative and General	\$ 116,245	\$ -	\$ -

Schedule C-1 - Management Services*

Name of Facility	License No.	Report for Year Ended	Page of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	17 37
Name & Address of Individual or Company Supplying Service	Cost of Management Service	Full Description of Mgmt. Service Provided	Indicate Where Costs are Included in Annual Report Page #/Line #
Athena Health Care Assoc., Inc 135 South Road Farmington, CT 06032	\$652,790	Contract Attached to a Prior Year	See Below
Allocation of the above	\$430,841 \$104,446 \$117,503	Admin/Gen 66% Indirect 16% Direct 18%	Pg 16, Line 12 Pg 18, Line 2C Pg 20, Line 5J
Athena Health Care Assoc., Inc 135 South Road Farmington, CT 06032	\$39,821	Admin/Gen	Pg16, Line 12

* In addition to management fees reported on page 16, line m12 include any additional management company charges or allocations of home office overhead costs reported elsewhere in the Annual Report.

Annual Report of Long-Term Care Facility

CSP-18 Rev. 9/2002

C. Expenditures Other Than Salaries (cont'd) - Dietary Basis for Allocation of Costs
(See Note on Page 5)

Name of Facility.	License No.	Report for Year Ended		Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015		18	37
Item	Total	CCNH	RHNS	(Specify)	
2. Dietary					
a. In-House Preparation & Service					
1. Raw Food.....	\$ 276,999	276,999			
2. Non-Food Supplies.....	\$ 36,016	36,016			
3. Other (Specify) _____ Dishes = \$1,579	\$ 1,579	1,579			
b. Purchased Services (by contract other than through Management Services) (Complete Schedule C-2 att. Page 21)	\$				
c. Management Services**.....	\$ 104,446	104,446			
d. Other (Specify) _____	\$				
2E. Total Dietary Expenditures (2a + b + c + d)	\$ 419,040	419,040			
2F. Dietary Questionnaire	Total	CCNH	RHNS	(Specify)	
G. Resident Meals: Total no. of meals served per day.*	352	352			
H. Is cost of employee meals included in 2E?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
I. Did you receive revenue from employees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, specify amount.		
J. Where is the revenue received reported in the Cost Report? (Page/Line Item)					
K. Is cost of meals provided to persons other than employees or residents (i.e., Board Members, Guests) included in 2E?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, specify cost. = \$1051		
L. Is any revenue collected from these people?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, specify amount.		
M. Where is the revenue received reported in the Cost Report? (Page/Line Item)					
N. Is cost of food (other than meals, e.g., snacks at monthly staff meetings, board meetings) provided to employees included in 2E?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, specify cost.		
O. Is any revenue collected from employees?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, specify amount.		
P. Where is the revenue received reported in the Cost Report? (Page/Line Item)					

* Count each tray served to a resident at meal time, but do not count liquids or other "between meal" snacks.

** Schedule C-1, Page 17 must be fully completed or this expenditure will not be allowed.

**C. Expenditures Other Than Salaries (cont'd) Laundry-Basis for Allocation of Costs
 (See Note on Page 5)**

Name of Facility		License No.	Report for Year Ended		Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247	9/30/2015		19	37
Item		Total	CCNH	RHNS	(Specify)	
3. Laundry						
a. In-House Processing*		Lbs.				
1. Bed linens, cubicle curtains, draperies, gowns and other resident care items washed, ironed, and/or processed.***		Amt. \$				
2. Employee items including uniforms, gowns, etc. washed, ironed and/or processed.***		Lbs.				
		Amt. \$				
3. Personal clothing of residents washed, ironed, and/or processed.***		Lbs.				
		Amt. \$				
4. Repair and/or purchase of linens.***		Lbs.				
		Amt. \$	18,120	18,120		
b. Purchased Services (by contract other than through Management Services) (Complete Schedule C-2 att. Page 21)		\$				
c. Management Services**		\$				
d. Other (Specify) Supplies = \$10,128		\$	10,128	10,128		
3E. Total Laundry Expenditures (3a + b + c + d)		\$	28,248	28,248		
3F. Laundry Questionnaire						
G. Is cost of employee laundry included in 3E?		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		If yes, specify cost.
H. Did you receive revenue from employees?		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		If yes, specify amount.
I. Where is the revenue received reported in the Cost Report?		(Page/Line Item)				
J. Is Cost of laundry provided to persons other than employees or residents included in 3E?		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		If yes, specify cost.
K. Did you receive revenue from these people?		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		If yes, specify amount.
L. Where is the revenue received reported in the Cost Report?		(Page/Line Item)				

* Do not include salaries from page 10 as part of dollar values recorded in 1, 2, 3, and 4. All allocations should add to total recorded in 3E.
 ** Schedule C-1, Page 17 must be fully completed or this expenditure will not be allowed.
 *** Pounds of Laundry only required for multi-level facilities.

**C. Expenditures Other Than Salaries (cont'd) - Housekeeping and Resident Care
 Basis for Allocation of Costs (See Note on Page 5)**

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center		License No. 2247	Report for Year Ended 9/30/2015		Page 20	of 37
Item			Total	CCNH	RHNS	(Specify)
4.	Housekeeping	Sq. Ft. Serviced by Personnel				
a.	In-House Care					
1.	Supplies - Cleaning (<i>Mops, pails, brooms, etc.</i>)	Amt. \$	29,192	29,192		
b.	Purchased Services (<i>by contract other than through Management Services</i>) (Complete Schedule C-2 att. Page 21)	Sq. Ft. Serviced by Personnel				
		Amt. \$				
c.	Management Services*	\$				
d.	Other (<i>Specify</i>)	\$				
4E.	Total Housekeeping Expenditures (4a + b + c + d)....	\$	29,192	29,192		
5.	Resident Care (Supplies)**					
a.	Prescription Drugs***					
1.	Own Pharmacy.....	\$				
2.	Purchased from Omni Care	\$	480,542	480,542		
b.	Medicine Cabinet Drugs.....	\$	2,010	2,010		
c.	Medical and Therapeutic Supplies.....	\$	229,931	229,931		
d.	Ambulance/Limousine***	\$				
e.	Oxygen					
1.	For Emergency Use.....	\$				
2.	Other***	\$	24,159	24,159		
f.	X-rays and Related Radiological Procedures***	\$	36,482	36,482		
g.	Dental (<i>Not dentists who should be included under salaries or fees</i>)	\$				
h.	Laboratory***	\$	49,305	49,305		
i.	Recreation.....	\$	22,684	22,684		
j.	Other (Specify)**** See Attached Schedule	\$	194,733	194,733		
5K.	Total Resident Care Expenditures (5a - 5j).....	\$	1,039,846	1,039,846		

* Schedule C-1, Page 17 must be fully completed or this expenditure will not be allowed.
 ** Do not include any fees to professional staff, these should be reported on Page 13, or, if paid on salary basis, on Page 10.
 *** Facility should self-disallow the expense on Page 29 of the Cost Report.
 **** ICFMR's should provide a detailed schedule of all Day Program Costs.

Schedule of Other Resident Care

Description	CCNH	RHNS	(Specify)
Management Fee Direct	\$ 117,503		
Cable TV Fees	\$ 11,348		
Physical Therapy Supplies	\$ 42,053		
Occupational Therapy Supplies	\$ 38		
Medical Equipment Rental-Medicaid	\$ 5,961		
Oxygen Concentrator Rentals	\$ 2,969		
Speech Therapy Supplies	\$ 9		
Medical Equipment Rental-Other	\$ 14,852		
Total Other Resident Care	\$ 194,733	\$ -	\$ -

**Report of Expenditures
 Schedule C-2 - Individuals or Firms Providing Services by Contract ***

Name of Facility		License No.		Report for Year Ended		Page of			
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247		9/30/2015		21 37			
Name of Individual or Company	Address	Related ** to Owners, Operators, Officers		Explanation of Relationship	Full Explanation of Service Provided*	Total Cost/Page Ref.***			
		Yes	No			CCNH	RHNS (Specify)	Pg	Line
ADP	100 Corporate Drive, Windsor, CT 06095	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Payroll Processing	14,808		16	m13
CT Waste Processing	PO Box 99, Plainville, CT 06062	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Rubbish Removal	19,427		22	6f
Jacovino's Lawn Care Service	15 Pineridge Rd, Prospect, CT 06712	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Groundskeeping	23,264		22	6f
Kleber c Landscaping and Tree Design	35 Farview Ave. Apt 2, Danbury, CT 06810	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Groundskeeping and Snow Removal	21,759		22	6f
Omnicare	525 Knottier Drive, Cheshire, CT 06410	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Pharmacy Services	490,937		20	5a2
Harmony Health	430 Boston St Suite 104 Topsfield, MA 01983	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Compliance Consulting	54,927		16	m13
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>						

* List all contracted services over \$10,000. Use additional sheets if necessary.
 ** Refer to Page 4 for definition of related.
 *** Please cross-reference amount to the appropriate page in the Annual Report (Pages 16, 18, 19, 20 or 22).

C. Expenditures Other Than Salaries (cont'd) - Maintenance and Property

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015			Page 22	of 37
Item	Total	CCNH	RHNS	(Specify)		
6. Maintenance & Operation of Plant						
a. Repairs & Maintenance..... \$	120,177	120,177				
b. Heat..... \$	48,654	48,654				
c. Light & Power..... \$	156,345	156,345				
d. Water..... \$	45,800	45,800				
e. Equipment Lease (Provide detail on page 6)..... \$	29,453	29,453				
f. Other (itemize)..... \$	116,109	116,109				
See Attached Schedule						
6g. Total Maint. & Operating Expense (6a - 6f)..... \$	516,538	516,538				
7. Depreciation (complete schedule page 23*)						
a. Land Improvements..... \$	4,375	4,375				
b. Building & Building Improvements..... \$	65,253	65,253				
c. Non-Movable Equipment..... \$	22,746	22,746				
d. Movable Equipment..... \$	66,939	66,939				
*7e. Total Depreciation Costs (7a + b + c + d)..... \$	159,313	159,313				
8. Amortization (Complete att. Schedule Page 24*)						
a. Organization Expense..... \$						
b. Mortgage Expense..... \$						
c. Leasehold Improvements..... \$	23,126	23,126				
d. Other (Specify)..... \$						
*8e. Total Amortization Costs (8a + b + c + d)..... \$	23,126	23,126				
9. Rental payments on leased real property less real estate taxes included in item 10b..... \$	706,894	706,894				
10. Property Taxes						
a. Real estate taxes paid by owner..... \$						
b. Real estate taxes paid by lessor..... \$	183,085	183,085				
c. Personal property taxes..... \$	16,293	16,293				
11. Total Property Expenses (7e + 8e + 9 + 10)..... \$	1,088,711	1,088,711				

* Amounts entered in these items must agree with detail on Schedule for Depreciation and Amortization Page 23 and Page 24.

Schedule of Other Repairs and Maintenance

Description	CCNH	RHNS	(Specify)
Groundskeeping	\$ 31,432		
Rubbish Removal	\$ 19,427		
Snow Removal	\$ 13,956		
Supplies	\$ 51,294		
Total Other Repairs and Maintenance	\$ 116,109	\$ -	\$ -

Schedule of Land Improvements Acquired during this report period

Acquisition Date	Description of Item	Cost	Useful Life	Depreciation
Additions:				
Total additions for Land Improvements		\$		\$ *
Deletions:				
Total deletions for Land Improvements		\$		\$ **

*Ties to Page 23, Line A3
 **Ties to Page 23, Line A2

Schedule of Building Improvements Acquired during this report period

Acquisition Date	Description of Item	Cost	Useful Life	Depreciation
Additions:				
Total additions for Building Improvements		\$		\$ *
Deletions:				
Total deletions for Building Improvements		\$		\$ **

*Ties to Page 23, Line B3
 **Ties to Page 23, Line B2

Schedule of Non-Movable Equipment Acquired during this report period

Acquisition Date	Description of Item	Cost	Useful Life	Depreciation
Additions:				
Dec-14	Washer - Daniels Equipment	\$ 13,659	15	\$ 455
Total additions for Non-Movable Equipment		\$ 13,659		\$ 455 *
Deletions:				
Total deletions for Non-Movable Equipment		\$		\$ **

*Ties to Page 23, Line C3
 **Ties to Page 23, Line C2

Schedule of Leasehold Improvements Acquired during this report period

Acquisition Date	Description of Item	Cost	Useful Life	Depreciation
Additions:				
Oct-14	Gutters & Downspouts - Cristiano & Sons	\$ 1,638	10	\$ 82
Jan-15	Corner Guards- Inpro	\$ 3,724	10	\$ 186
Mar-15	Water Heater- Modern Mechanical	\$ 7,727	10	\$ 386
Apr-15	Renovations- Diggs Construction	\$ 280,183	15	\$ 9,339
Feb-15	Secure Care System- Emerald Resources	\$ 3,493	10	\$ 175
Jul-15	Dynalock- Emerald Resources	\$ 1,343	10	\$ 67
Aug-15	Cabinetry Work- United Cabinets	\$ 32,236	15	\$ 1,075
Aug-15	Flooring - Reliable Flooring	\$ 12,400	10	\$ 620
Apr-15	Traffic Light- Town of Ridgefield	\$ 20,506	10	\$ 1,025
Aug-15	Curb Repair- Sunburst Landscaping	\$ 8,348	15	\$ 278
Aug-15	Stone Patio- Kleber Landscaping	\$ 1,595	20	\$ 40
Sep-15	Renovation Design Plans - Rose Tiso	\$ 1,800	10	\$ 90
Total additions for Leasehold Improvements		\$ 374,993		\$ 13,364 *
Deletions:				
Total deletions for Leasehold Improvements		\$ -		\$ - **

*Ties to Page 24, Line C3
**Ties to Page 24, Line C2

State of Connecticut
 Annual Report of Long-Term Care Facility
 CSP-24 Rev. 10/2006

Amortization Schedule*

Name of Facility	License No.	Report for Year Ended		Page	of				
		2247	9/30/2015			24	37		
Athena Holdings d/b/a Laurel Ridge Health Care Center									
Item	Date of Acquisition		Length of Amortization	Cost to Be Amortized	Accumulated Amort. to Beginning of Year's Operations	Basis for Computing Amortization**	Rate Amortization %	Amortization for This Year	Totals
	Month	Year							
A. Organization Expense									
1.									
2.									
3.									
A-4. Subtotal.....									
B. Mortgage Expense									
1. Finance Fees									
2.									
3.									
B-4. Subtotal.....									
C. Leasehold Improvements and Other (Specify)									
1. Acquired prior to this report period	9	2014	Various	4,544,374	504,162		Var	9,762	
2. Disposals (attach schedule)									
3. Acquired during this report period (attach schedule)	9	2015	Various	374,993		S/L	Var	13,364	
C-4. Subtotal.....									23,126
D. Total Amortization									23,126

* Straight-line method must be used.
 ** Specify which of the following bases were used:
 A. Minimum of 5 years or 60 months.
 B. Life of mortgage; OR
 C. Remaining Life of Lease; OR
 D. Actual Life if owned by Related Party.

Amortization Schedule - Detail of Leasehold Improvements & Other

Name of Facility	License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	24A	37
C: Leasehold Improvements (Specify)				
1. Acquired prior to this report period		9,667	9,762	
2. Disposals (attach schedule)				
3. Acquired during this report period	Various	374,993	13,364	
C-4. Subtotal.....				23,126
C: Other (Specify)				
1. Bed License Purchase	None	494,495		
2. Bed License Purchase	None			
C-4. Subtotal.....				
Total Acquired prior to this report period		504,162	9,762	
Total Disposals				
Total Acquired during this report period			13,364	

C. Expenditures Other Than Salaries (cont'd) - Property Questionnaire

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015	Page 25	of 37
11. Property Questionnaire				
Part A				
Is the property either owned by the Facility or leased from a Related Party*? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
*If any owner or operator of this facility is related by family, marriage, ownership, ability to control or business association to any person or organization from whom buildings are leased, then it is considered a related party transaction.				
If "Yes," complete Part B. If "No," complete Part C.				
Description		Total		
1. Date Land Purchased				
2. Date Structure Completed				
3. If NOT Original Owner, Date of Purchase		01/12/01		
4. Date of Initial Licensure		01/12/01		
5. Total Licensed Bed Capacity		126		
6. Square Footage				
7. Acquisition Cost				
a. Land		1,687,627		
b. Building		9,308,667		
Part B - Owner and Related Parties		1st Mortgage	2nd Mortgage	3rd Mortgage
1. Financing				
a. Type of Financing (e.g., fixed, variable)		HUD		
b. Date Mortgage Obtained		03/29/12		
c. Interest Rate for the Cost Year		3.22%		
d. Term of Mortgage (number of years)		35		
e. Amount of Principal Borrowed		10,300,900		
f. Principal balance outstanding as of 9/30/2015		9,726,349		
Complete if Mortgage was Refinanced During Current Cost Year				
g. Type of Financing (e.g., fixed, variable)				
h. Date of Refinancing				
i. New Interest Rate				
j. Term of Mortgage (number of years)				
k. Amount of Principal Borrowed				
l. Principal Outstanding on Note Paid-Off				
Part C - Arms-Length Leases for Real Property Improvements Only				
Name and Address of Lessor	Property Leased	Date of Lease	Term of Lease	Annual Amount of Lease

Note: Be sure required copies of leases are attached to Page 25 and real estate taxes paid by lessor are included on Page 22, Item 10b.

C. Expenditures Other Than Salaries (cont'd) - Interest

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center		License No. 2247	Report for Year Ended 9/30/2015			Page 26	of 37
Item		Total	CCNH	RHNS	(Specify)		
12. Interest							
A. Building, Land Improvement & Non-Movable Equipment							
1. First Mortgage.....		\$					
Name of Lender		Rate					
Address of Lender							
2. Second Mortgage.....		\$					
Name of Lender		Rate					
Address of Lender							
3. Third Mortgage.....		\$					
Name of Lender		Rate					
Address of Lender							
4. Fourth Mortgage.....		\$					
Name of Lender		Rate					
Address of Lender							
B. CHEFA Loan Information							
1. Original Loan Amount.....		\$					
2. Loan Origination Date.....							
3. Interest Rate %.....							
4. Term.....							
5. CHEFA Interest Expense.....							
12 B7. Total Building Interest Expense (A1 - A4 + B5)		\$					

(Carry Subtotals forward to next page)

C. Expenditures Other Than Salaries (cont'd) - Interest and Insurance

Name of Facility	License No.	Report for Year Ended			Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015			27	37
Item		Total	CCNH	RHNS	(Specify)	
Subtotals Brought Forward:						
12. C. Movable Equipment						
1. Automotive Equipment.....	\$					
A. Item	Rate	Amount				
Lender						
Address of Lender						
2. Other (Specify).....	\$					
A. Item	Rate	Amount				
Lender						
Address of Lender						
B. Item	Rate	Amount				
Lender						
Address of Lender						
12. C. 3. Total Movable Equipment Interest Expense (C1 + 2).....	\$					
12. D. Other Interest Expense (Specify).....	\$	30,828	30,828			
Vender Interest = (\$1,402); Line of Credit Interest & Fees = \$32,230						
13. Total All Interest Expense (12B7 + 12C3 + 12D).....	\$	30,828	30,828			
14. Insurance						
a. Insurance on Property (buildings only).....	\$	92,460	92,460			
b. Insurance on Automobiles.....	\$					
c. Insurance other than Property (as specified above)						
1. Umbrella (Blanket Coverage).....	\$					
2. Fire and Extended Coverage.....	\$					
3. Other (Specify).....	\$					
14d. Total Insurance Expenditures (14a + b + c)...	\$	92,460	92,460			
15. Total All Expenditures (A-13 thru C-14).....	\$	14,169,207	14,169,207			

D. Adjustments to Statement of Expenditures

Name of Facility			License No.	Report for Year Ended	Page	of	
Athena Holdings d/b/a Laurel Ridge Health Care Center			2247	9/30/2015	28	37	
Item No.	Page No.	Line No.	Item Description	Total Amount of Decrease	CCNH	RHNS	(Specify)
Page 10 - Salaries and Wages							
1.			Outpatient Service Costs.....	\$			
2.			Salaries not related to Resident Care....	\$			
3.	10	A12g	Occupational Therapy.....	\$ 266,390	266,390		
4.	Var	Var	Other - See attached Schedule.....	\$ 93,295	93,295		
Page 13 - Professional Fees							
5.	13	B8c	Resident Care Physicians **.....	\$ 3,775	3,775		
6.	13	B10a	Occupational Therapy.....	\$ 73,703	73,703		
7.			Other - See attached Schedule.....	\$			
Pages 15 & 16 - Administrative and General							
8.			Discriminatory Benefits.....	\$			
9.	15	1c	Bad Debts.....	\$ 53,298	53,298		
10.	15	1d&e	Accounting & Legal.....	\$ 24,448	24,448		
11.			Telephone.....	\$			
12.	15	1h2	Cellular Telephone.....	\$ 258	258		
13.			Life insurance premiums on the life of Owners, Partners, Operators.....	\$			
14.	16	13	Gifts, flowers and coffee shops.....	\$ 22,936	22,936		
15.			Education expenditures to colleges or universities for tuition and related costs for owners and employees.....	\$			
16.			Travel for purposes of attending conferences or seminars outside the continental U.S. Other out-of-state travel in excess of one representative....	\$			
17.			Automobile Expense (e.g. personal use).	\$			
18.	16	m2&3 ij&kl	Unallowable Advertising *.....	\$ 43,000	43,000		
19.	15	&2	Income Tax / Corporate Business Tax...	\$ 250	250		
20.	16	m4&10	Fund Raising / Contributions.....	\$ 1,060	1,060		
21.	16	m12	Unallowable Management Fees.....	\$ 296,724	296,724		
	18	2c		\$ 71,933	71,933		
	20	5j		\$ 80,925	80,925		
22.	16	m6	Barber and Beauty.....	\$			
23.	Var	Var	Other - See attached Schedule.....	\$ 71,662	71,662		
Page 18 - Dietary Expenditures							
24.	18	2a1	Meals to employees, guests and others who are not residents.....	\$ 6,681	6,681		
Page 19 - Laundry Expenditures							
25.			Laundry services to employees, guests and others who are not residents.....	\$			
Page 20 - Housekeeping Expenditures							
26.			Housekeeping services to employees and others who are not residents.....	\$			
Subtotal (Items 1 - 26)				\$ 1,110,338	1,110,338		

* All except "Help Wanted".

(Carry Subtotal forward to next page)

** Physicians who provide services to Title 19 residents are required to bill the Department of Social Services directly for each individual resident.

D. Adjustments to Statement of Expenditures (cont'd)

Name of Facility			License No.	Report for Year Ended	Page	of	
Athena Holdings d/b/a Laurel Ridge Health Care Center			2247	9/30/2015	29	37	
Item No.	Page No.	Line No.	Item Description	Total Amount of Decrease	CCNH	RHNS	(Specify)
Subtotals Brought Forward				\$ 1,110,338	1,110,338		
Page 20 - Resident Care Supplies***							
27.	20	5a1&2	Prescription Drugs.....	\$ 480,542	480,542		
28.			Ambulance/Limousine.....	\$			
29.	20	5f	X-rays, etc.....	\$ 36,482	36,482		
30.	20	5h	Laboratory.....	\$ 49,305	49,305		
31.	20	5c	Medical Supplies.....	\$ 22,686	22,686		
32.	20	5e2	Oxygen (non emergency).....	\$ 24,159	24,159		
33.	20	5j	Occupational Therapy.....	\$ 38	38		
34.	Var	Var	Other - See Attached Schedule.....	\$ 14,852	14,852		
Page 22 - Maintenance and Property							
35.	Var	Var	Excess Movable Equipment Depreciation See Attached Schedule.....	\$ 3,696	3,696		
36.			Depreciation on Unallowable Motor Vehicles.....	\$			
37.			Unallowable Property and Real Estate Taxes.....	\$			
38.			Rental of Building Space or Rooms.....	\$			
39.			Other - See Attached Schedule.....	\$			
Page 27 - Insurance							
40.			Mortgage Insurance.....	\$			
41.			Property Insurance.....	\$			
Other - Miscellaneous							
42.			Research or Experimental Activities.....	\$			
43.	20	5j	Radio and Television Revenue.....	\$ 7,748	7,748		
44.			Vending Machine Revenue.....	\$			
45.			Purchase Discounts and Allowances.....	\$			
46.			Duplications of functions or services....	\$			
47.			Expenditures made for the protection, enhancement or promotion of the providers interest.....	\$			
48.	30	iv5	Interest Income on Accounts Rec.....	\$ 37	37		
49.			Other (include personnel and other costs unrelated to resident care) - See Attached Schedule.....	\$			
Not For Profit Providers Only							
50.	Var	Var	Building/Non Movable Eq. Depreciation Unallowable Building Interest - See Attached Schedule.....	\$			
51. Total Amount of Decrease (Items 1 - 50)				\$ 1,749,883	1,749,883		

*** Items billed directly to Department of Social Services and/or Health Services in CT, or other states, Medicare, and private-pay residents. Identify separately by category as indicated on Page 20.

Schedule of Other Ancillary Costs

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
20	5j	Medical Equipment Rental	14,852		
Total Other Ancillary Costs			\$ 14,852	\$ -	\$ -

Schedule of Excess Movable Equipment Depreciation

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
22	7d	Carryforward Equip A/E	3,696		
Total Excess Movable Equipment Depreciation			3,696		

Schedule of Other Property Adjustments

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
Total Other Property Adjustments					

Schedule of Other Adjustments

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
Total Other Adjustments			\$ -	\$ -	\$ -

Schedule of Unallowable Building Interest

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
Total Unallowable Building Interest			\$ -	\$ -	\$ -

F. Statement of Revenue

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015			Page 30 of 37	
Item		Total	CCNH	RHNS	(Specify)	
I. Resident Room, Board & Routine Care Revenue						
1. a. Medicaid Residents (CT only).....		\$ 13,987,900	13,987,900			
b. Medicaid Room and Board Contractual Allowance **.....		\$ (6,047,081)	(6,047,081)			
2. a. Medicaid (All other states).....		\$				
b. Other States Room and Board Contractual Allowance **.....		\$				
3. a. Medicare Residents (all inclusive).....		\$ 3,280,883	3,280,883			
b. Medicare Room and Board Contractual Allowance **.....		\$ 1,390,623	1,390,623			
4. a. Private-Pay Residents and Other.....		\$ 2,397,253	2,397,253			
b. Private-Pay Room and Board Contractual Allowance **.....		\$ (88,809)	(88,809)			
II. Other Resident Revenue						
1. a. Prescription Drugs - Medicare.....		\$ 484,006	484,006			
b. Prescription Drugs - Medicare Contractual Allowance **.....		\$ (484,006)	(484,006)			
c. Prescription Drugs - Non-Medicare.....		\$ 103,941	103,941			
d. Prescription Drugs - Non-Medicare Contractual Allowance **.....		\$ (103,941)	(103,941)			
2. a. Medical Supplies - Medicare.....		\$ 10,086	10,086			
b. Medical Supplies - Medicare Contractual Allowance **.....		\$ (3,736)	(3,736)			
c. Medical Supplies - Non-Medicare.....		\$ 76	76			
d. Medical Supplies - Non-Medicare Contractual Allowance **.....		\$ (76)	(76)			
3. a. Physical Therapy - Medicare.....		\$ 1,189,128	1,189,128			
b. Physical Therapy - Medicare Contractual Allowance **.....		\$ (930,481)	(930,481)			
c. Physical Therapy - Non-Medicare.....		\$ 135,026	135,026			
d. Physical Therapy - Non-Medicare Contractual Allowance **.....		\$ (135,026)	(135,026)			
4. a. Speech Therapy - Medicare.....		\$ 409,139	409,139			
b. Speech Therapy - Medicare Contractual Allowance **.....		\$ (338,759)	(338,759)			
c. Speech Therapy - Non-Medicare.....		\$ 76,508	76,508			
d. Speech Therapy - Non-Medicare Contractual Allowance **.....		\$ (76,508)	(76,508)			
5. a. Occupational Therapy - Medicare.....		\$ 909,542	909,542			
b. Occupational Therapy - Medicare Contractual Allowance **.....		\$ (829,720)	(829,720)			
c. Occupational Therapy - Non-Medicare.....		\$ 126,627	126,627			
d. Occupational Therapy - Non-Medicare Contractual Allowance **.....		\$ (126,627)	(126,627)			
6. a. Other (Specify) - Medicare.....		\$				
b. Other (Specify) - Non-Medicare.....		\$ 9,345	9,345			
III Total Resident Revenue (Section I.thru Section II.).....		\$ 15,345,313	15,345,313			
IV. Other Revenue*						
1. Meals sold to guests, employees & others.....		\$				
2. Rental of rooms to non-residents.....		\$				
3. Telephone.....		\$				
4. Rental of Television and Cable Services.....		\$				
5. Interest Income (Specify).....		\$ 37	37			
6. Private Duty Nurses' Fees.....		\$				
7. Barber, Coffee, Beauty and Gift shops.....		\$				
8. Other (Specify).....		\$ 5,823	5,823			
V. Total Other Revenue (1 thru 8).....		\$ 5,860	5,860			
VI. Total All Revenue (III + V).....		\$ 15,351,173	15,351,173			

* Facility should off-set the appropriate expense on Page 28 or Page 29 of the Cost Report.

** Facility should report all contractual allowances and/or payer discounts..

Schedule of Other Resident Revenue - Medicare

Related Exp Page Ref	Description	CCNH	RHNS	(Specify)
Total Other Resident Revenue - Medicare		\$ -	\$ -	\$ -

Schedule of Other Non-Medicare Resident Revenue

Related Exp Page Ref	Description	CCNH	RHNS	(Specify)
NA	Retroactives	\$ 9,345		
Total Other Resident Revenue		\$ 9,345	\$ -	\$ -

Interest Income

Page Ref	Account	Account Balance	CCNH	RHNS	(Specify)
pg 31, L A2	Accs Receivable Interest	N/A	\$ 37		
Total Interest Income			\$ 37	\$ -	\$ -

Schedule of Other Revenue

Page Ref	Description	CCNH	RHNS	(Specify)
	Bad Debt Recoveries	\$ 5,823		
Total Other Revenue		\$ 5,823	\$ -	\$ -

G. Balance Sheet

Name of Facility	License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	31	37
Account			Amount	
Assets				
A. Current Assets				
1. Cash (<i>on hand and in banks</i>).....			\$	161,478
2. Resident Accounts Receivable (Less Allowance for Bad Debts).....			\$	1,083,577
3. Other Accounts Receivable (Excluding Owners or Related Parties).....			\$	
4. Inventories.....			\$	23,091
5. Prepaid Expenses.....			\$	162,678
a. Prepaid Insurance	145,551			
b. _____				
c. Prepaid Expenses	17,127			
d. _____				
6. Interest Receivable.....			\$	
7. Medicare Final Settlement Receivable.....			\$	
8. Other Current Assets (<i>itemize</i>).....			\$	145,489
A/R Related Parties	145,489			
A-9. Total Current Assets (Lines A1 thru 8)			\$	1,576,313
B. Fixed Assets				
1. Land.....			\$	
2. Land Improvements	*Historical Cost.....	58,327	\$	43,106
	Accum. Depreciation	(15,221) Net.....		
3. Buildings	*Historical Cost.....	790,404	\$	238,750
	Accum. Depreciation	(551,654) Net.....		
4. Leasehold Improvements	*Historical Cost.....	505,660	\$	472,867
	Accum. Depreciation	(32,793) Net.....		
5. Non-Movable Equipment	*Historical Cost.....	328,727	\$	120,660
	Accum. Depreciation	(208,067) Net.....		
6. Movable Equipment	*Historical Cost.....	1,684,684	\$	238,649
	Accum. Depreciation	(1,446,035) Net.....		
7. Motor Vehicles	*Historical Cost.....		\$	
	Accum. Depreciation	Net.....		
8. Minor Equipment-Not Depreciable.....			\$	
9. Other Fixed Assets (<i>itemize</i>).....			\$	12,301
Equipment Carryforward AJE	12,301			
B-10. Total Fixed Assets (Lines B1 thru 9).....			\$	1,126,333

* Historical Costs must agree with Historical Cost reported in Schedules on Depreciation and Amortization (Pages 23 and 24).

Laurelridge Moveable Equipment Carryforward Schedule

Cost Year		Amount	Amount	Amount	Amount	Amount	Amount	2003 Audit
		Excess on Change in Ownership	2006 CR Heritage Furniture	2006 CR Heritage Furniture	2007 CR Heritage Furniture	2007 CR Heritage Furniture	2007 CR Heritage Furniture	2002 Equipment Disallowance
	Cost Term	\$ 477,047 10.00	\$ 330 5.00	\$ 560 10.00	\$ 797 5.00	\$ 1,206 10.00	\$ 15,427 15.00	\$ 1,589 5.00
								WP 13.3
2001	Deprec	\$ 47,705						
2001	Book Value	\$ 429,342						
2002	Deprec	\$ 47,705						\$ 159
2002	Book Value	\$ 381,637						\$ 1,430
2003	Deprec	\$ 47,705						\$ 318
2003	Book Value	\$ 333,932						\$ 1,112
2004	Deprec	\$ 47,705						\$ 318
2004	Book Value	\$ 286,227						\$ 794
2005	Deprec	\$ 47,705						\$ 318
2005	Book Value	\$ 238,522						\$ 476
2006	Deprec	\$ 47,705	\$ 66	\$ 56				\$ 318
2006	Book Value	\$ 190,817	\$ 264	\$ 504				\$ 158
2007	Deprec	\$ 47,705	\$ 66	\$ 56	\$ 80	\$ 61	\$ 514	\$ 158
2007	Book Value	\$ 143,112	\$ 198	\$ 448	\$ 718	\$ 1,146	\$ 14,913	\$ -
2008	Deprec	\$ 47,705	\$ 66	\$ 56	\$ 159	\$ 121	\$ 1,028	
2008	Book Value	\$ 95,407	\$ 132	\$ 392	\$ 559	\$ 1,025	\$ 13,885	
2009	Deprec	\$ 47,705	\$ 66	\$ 56	\$ 159	\$ 121	\$ 1,028	
2009	Book Value	\$ 47,702	\$ 66	\$ 336	\$ 400	\$ 904	\$ 12,857	
2010	Deprec	\$ 47,702	\$ 66	\$ 56	\$ 159	\$ 121	\$ 1,028	
2010	Book Value	\$ -	\$ -	\$ 280	\$ 241	\$ 783	\$ 11,829	
2011	Deprec			\$ 56	\$ 159	\$ 121	\$ 1,028	
2011	Book Value			\$ 224	\$ 82	\$ 662	\$ 10,801	
2012	Deprec			\$ 56	\$ 82	\$ 121	\$ 1,028	
2012	Book Value			\$ 168	\$ -	\$ 541	\$ 9,773	
2013	Deprec			\$ 56		\$ 121	\$ 1,028	
2013	Book Value			\$ 112		\$ 420	\$ 8,745	
2014	Deprec			\$ 56		\$ 121	\$ 1,028	
2014	Book Value			\$ 56		\$ 299	\$ 7,717	
2015	Deprec			\$ 56		\$ 299	\$ 1,028	
2015	Book Value			\$ -		\$ -	\$ 6,689	
2016	Deprec						\$ 1,028	
2016	Book Value						\$ 5,661	
2017	Deprec						\$ 1,028	
2017	Book Value						\$ 4,633	
2018	Deprec						\$ 1,028	
2018	Book Value						\$ 3,605	
2019	Deprec						\$ 1,028	
2019	Book Value						\$ 2,577	
2020	Deprec						\$ 1,028	
2020	Book Value						\$ 1,549	
2021	Deprec						\$ 1,028	
2021	Book Value						\$ 521	
2022	Deprec						\$ 521	
2022	Book Value						\$ -	

Laurelridge Moveable Equipment Carryforward Schedule

Cost Year

	2003 Audit	2003 Audit	2003 Audit	2003 Audit	2003 Audit	2003 Audit	2003 Audit
	2003 Equipment Disallowance	2004 Equipment Disallowance	2005 Equipment Disallowance	2006 Equipment Disallowance	2006 Equipment Disallowance	2000 Equipment Disallowance	2001 HF Equipment Disallowance
Cost	\$ 13,958	\$ 1,788	\$ 4,181	\$ 1,102	\$ 4,230	\$ 13,682	\$ 231
Term	5.00	5.00	10.00	10.00	5.00	10.00	10.00
	WP 13.4	WP 13.5	WP 13.6	WP 13.7	WP 13.7	WP 14-10	WP 13.2
2001 Deprec						\$ 2,052	\$ 12
2001 Book Value						\$ 11,630	\$ 220
2002 Deprec						\$ 1,368	\$ 23
2002 Book Value						\$ 10,262	\$ 197
2003 Deprec	\$ 1,396					\$ 1,368	\$ 23
2003 Book Value	\$ 12,562					\$ 8,894	\$ 174
2004 Deprec	\$ 2,792	\$ 179				\$ 1,368	\$ 23
2004 Book Value	\$ 9,770	\$ 1,609				\$ 7,526	\$ 151
2005 Deprec	\$ 2,792	\$ 358	\$ 209			\$ 1,368	\$ 23
2005 Book Value	\$ 6,978	\$ 1,251	\$ 3,972			\$ 6,158	\$ 128
2006 Deprec	\$ 2,792	\$ 358	\$ 418	\$ 55	\$ 423	\$ 1,368	\$ 23
2006 Book Value	\$ 4,186	\$ 893	\$ 3,554	\$ 1,047	\$ 3,807	\$ 4,790	\$ 105
2007 Deprec	\$ 2,792	\$ 358	\$ 418	\$ 110	\$ 846	\$ 1,368	\$ 23
2007 Book Value	\$ 1,394	\$ 535	\$ 3,136	\$ 937	\$ 2,961	\$ 3,422	\$ 82
2008 Deprec	\$ 1,394	\$ 358	\$ 418	\$ 110	\$ 846	\$ 1,368	\$ 23
2008 Book Value	\$ -	\$ 177	\$ 2,718	\$ 827	\$ 2,115	\$ 2,054	\$ 59
2009 Deprec		\$ 177	\$ 418	\$ 110	\$ 846	\$ 1,368	\$ 23
2009 Book Value		\$ -	\$ 2,300	\$ 717	\$ 1,269	\$ 686	\$ 36
2010 Deprec			\$ 418	\$ 110	\$ 846	\$ 686	\$ 23
2010 Book Value			\$ 1,882	\$ 607	\$ 423	\$ -	\$ 13
2011 Deprec			\$ 418	\$ 110	\$ 423		\$ 13
2011 Book Value			\$ 1,464	\$ 497	\$ -		\$ -
2012 Deprec			\$ 418	\$ 110			
2012 Book Value			\$ 1,046	\$ 387			
2013 Deprec			\$ 418	\$ 110			
2013 Book Value			\$ 628	\$ 277			
2014 Deprec			\$ 418	\$ 110			
2014 Book Value			\$ 210	\$ 167			
2015 Deprec			\$ 210	\$ 110			
2015 Book Value			\$ -	\$ 57			
2016 Deprec				\$ 57			
2016 Book Value				\$ -			
2017 Deprec							
2017 Book Value							
2018 Deprec							
2018 Book Value							
2019 Deprec							
2019 Book Value							
2020 Deprec							
2020 Book Value							
2021 Deprec							
2021 Book Value							
2022 Deprec							
2022 Book Value							

Cost Year

Totals

		2013 Patient TVs	2014 Patient TVs	Totals
	Cost Term	\$ 3,457 5.00	\$ 3,286 5.00	\$ 562,485
2001	Deprec			\$ 49,769
2001	Book Value			\$ 441,192
2002	Deprec			\$ 49,281
2002	Book Value			\$ 394,020
2003	Deprec			\$ 50,862
2003	Book Value			\$ 357,116
2004	Deprec			\$ 52,448
2004	Book Value			\$ 306,684
2005	Deprec			\$ 52,848
2005	Book Value			\$ 258,017
2006	Deprec			\$ 53,678
2006	Book Value			\$ 210,981
2007	Deprec			\$ 54,671
2007	Book Value			\$ 173,740
2008	Deprec			\$ 54,935
2008	Book Value			\$ 133,476
2009	Deprec			\$ 54,904
2009	Book Value			\$ 82,348
2010	Deprec			\$ 54,419
2010	Book Value			\$ 27,929
2011	Deprec			\$ 5,532
2011	Book Value			\$ 22,397
2012	Deprec			\$ 4,993
2012	Book Value			\$ 17,405
2013	Deprec	\$ 346		\$ 4,366
2013	Book Value	\$ 3,112		\$ 16,496
2014	Deprec	\$ 691	\$ 329	\$ 3,786
2014	Book Value	\$ 2,421	\$ 2,958	\$ 15,996
2015	Deprec	\$ 691	\$ 657	\$ 3,696
2015	Book Value	\$ 1,730	\$ 2,301	\$ 12,301
2016	Deprec	\$ 691	\$ 657	\$ 3,057
2016	Book Value	\$ 1,039	\$ 1,644	\$ 9,244
2017	Deprec	\$ 691	\$ 657	\$ 2,979
2017	Book Value	\$ 348	\$ 987	\$ 6,265
2018	Deprec	\$ 348	\$ 657	\$ 2,330
2018	Book Value	\$ -	\$ 330	\$ 3,935
2019	Deprec		\$ 330	\$ 1,358
2019	Book Value		\$ -	\$ 2,577
2020	Deprec			\$ 1,028
2020	Book Value			\$ 1,549
2021	Deprec			\$ 1,028
2021	Book Value			\$ 521
2022	Deprec			\$ 521
2022	Book Value			\$ -

G. Balance Sheet (cont'd)

Name of Facility		License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247	9/30/2015	32	37
Account				Amount	
Total Brought Forward:				\$	2,702,646
C. Leasehold or like property recorded for Equity Purposes.					
1. Land.....				\$	800,000
2. Land Improvements		*Historical Cost.....	Net.....	\$	
		Accum. Depreciation		\$	
3. Buildings		*Historical Cost.....	9,000,000		
		Accum. Depreciation	(3,166,280)	Net.....	\$ 5,833,720
4. Non-Movable Equipment		*Historical Cost.....	Net.....	\$	
		Accum. Depreciation		\$	
5. Movable Equipment		*Historical Cost.....	Net.....	\$	
		Accum. Depreciation		\$	
6. Motor Vehicles		*Historical Cost.....	Net.....	\$	
		Accum. Depreciation		\$	
7. Minor Equipment-Not Depreciable.....				\$	
C-8 Total Leasehold or Like Properties (C1 thru 7)				\$	6,633,720
D. Investment and Other Assets					
1. Deferred Deposits.....				\$	
2. Escrow Deposits.....				\$	
3. Organization Expense		*Historical Cost.....	Net.....	\$	
		Accum. Depreciation		\$	
4. Goodwill (Purchased Only).....				\$	3,919,211
5. Investments Related to Resident Care (itemize).....				\$	
6. Loans to Owners or Related Parties (itemize)				\$	(2,070,610)
Name and Address		Amount	Loan Date		
Due from Related Party		(2,070,610)	3/29/2012		
7. Other Assets (itemize).....				\$	168,747
Deposits-IRS		6,105			
Deposits-Utility		10,170			
Project Development		152,472			
D-8. Total Investments and Other Assets (Lines D1 thru 7).....				\$	2,017,348
D-9. Total All Assets (Lines A9 + B10 + C8 + D8).....				\$	11,353,714

* Historical Costs must agree with Historical Cost reported in Schedules on Depreciation and Amortization (Pages 23 and 24).

G. Balance Sheet (cont'd)

Name of Facility		License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center		2247	9/30/2015	33	37
Account				Amount	
Liabilities					
A. Current Liabilities					
1. Trade Accounts Payable.....				\$	1,061,245
2. Notes Payable (<i>itemize</i>).....				\$	498,961
Line of Credit					498,961
3. Loans Payable for Equipment (<i>Current portion</i>) (<i>itemize</i>).....				\$	
Name of Lender		Purpose	Amount	Date Due	
4. Accrued Payroll (<i>Exclusive of Owners and/or Stockholders only</i>).....				\$	244,760
5. Accrued Payroll (<i>Owners and/or Stockholders only</i>).....				\$	
6. Accrued Payroll Taxes Payable.....				\$	6,703
7. Medicare Final Settlement Payable.....				\$	
8. Medicare Current Financing Payable.....				\$	
9. Mortgage Payable (<i>Current Portion</i>).....				\$	
10. Interest Payable (<i>Exclusive of Owner and/or Related Parties</i>).....				\$	1,156
11. Accrued Income Taxes*.....				\$	
12. Other Current Liabilities (<i>itemize</i>).....				\$	214,853
Acc'd Operating Expenses					28,661
Acc'd Expense - CT Sales Tax					228
Provider Taxes Due					185,964
A-13. Total Current Liabilities (Lines A1 thru 12).....				\$	2,027,678

* Business Income Tax (not that withheld from employees). Attach copy of owner's Federal Income Tax Return.

(Carry Total forward to next page)

** Interest Bearing - Do Not Include in Return on Equity Calculation.

G. Balance Sheet (cont'd)

Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center		License No. 2247	Report for Year Ended 9/30/2015	Page 34	of 37
Account				Amount	
Total Brought Forward:				2,027,678	
Liabilities (cont'd)					
B. Long-Term Liabilities					
1. Loans Payable-Equipment (<i>itemize</i>).....\$					
Name of Lender	Purpose	Amount	Date Due		
2. Mortgages Payable.....\$					
3. Loans from Owners or Related Parties (<i>itemize</i>).....\$ (1,399,176)					
Name and Address of Lender	Amount	Loan Date			
Due to Related Party See Attached	5,824 (1,405,000)				
4. Other Long-Term Liabilities (<i>itemize</i>).....\$ 478,783					
Due to Related Landlord		478,783			
B-5. Total Long-Term Liabilities (Lines B1 thru 4).....\$ (920,393)					
C. Total All Liabilities (Lines A-13 + B-5).....\$ 1,107,285					

LAURELDRIDGE
Due To/From Affiliates
September 30, 2015

ACCT. # 2308

Middlesex Balance 9/30/14	\$1,485,000.00
Middlesex	\$20,000.00
Glastonbury	(\$30,000.00)
The Summit @ Plantsville	(\$70,000.00)

Balance 9/30/14

\$1,405,000.00

G. Balance Sheet (cont'd)
Reserves and Net Worth

Name of Facility	License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	35	37
Account			Amount	
A. Reserves				
1. Reserve for value of leased land.....			\$	800,000
2. Reserve for depreciation value of leased buildings and appurtenances to be amortized.....			\$	5,833,720
3. Reserve for depreciation value of leased personal property (<i>Equity</i>) ..			\$	
4. Reserve for leasehold real properties on which fair rental value is based.....			\$	
5. Reserve for funds set aside as donor restricted.....			\$	
6. Total Reserves.....			\$	6,633,720
B. Net Worth				
1. Owner's Capital.....			\$	
2. Capital Stock.....			\$	
3. Paid-in Surplus.....			\$	
4. Treasury Stock.....			\$	
5. Cumulated Earnings.....			\$	2,430,743
6. Gain or Loss for Period	10/1/2014	thru 9/30/2015	\$	1,181,966
7. Total Net Worth.....			\$	3,612,709
C. Total Reserves and Net Worth			\$	10,246,429
D. Total Liabilities, Reserves, and Net Worth			\$	11,353,714

H. Changes in Total Net Worth

Name of Facility	License No.	Report for Year Ended	Page	of
Athena Holdings d/b/a Laurel Ridge Health Care Center	2247	9/30/2015	36	37
Account			Amount	
A. Balance at End of Prior Period as shown on Report of 09/30/2014			\$	3,971,347
B. Total Revenue (From Statement of Revenue Page 30)			\$	15,351,173
C. Total Expenditures (From Statement of Expenditures Page 27)			\$	14,169,207
D. Net Income or Deficit.....			\$	1,181,966
E. Balance.....			\$	5,153,313
F. Additions				
1. Additional Capital Contributed (itemize)				
		(1,560,000)		
	Rent Adjustment	75,449		
	IBNR Adjustment	(55,723)		
	AJE	(330)		
2. Other (itemize)				
F-3. Total Additions.....			\$	(1,540,604)
G. Deductions				
1. Drawings of Owners/Operators/Partners (Specify).....			\$	
Name and Address (No., City, State, Zip)		Title	Amount	
2. Other Withdrawings (Specify).....			\$	
Purpose		Amount		
3. Total Deductions.....			\$	
H. Balance at End of Period			\$	3,612,709
				09/30/15

I. Preparer's/Reviewer's Certification

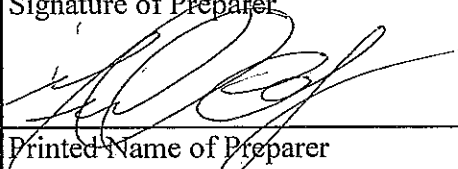
Name of Facility Athena Holdings d/b/a Laurel Ridge Health Care Center	License No. 2247	Report for Year Ended 9/30/2015	Page 37	of 37
--	---------------------	------------------------------------	------------	----------

Check appropriate category

CCNH	RHNS	Other (Specify)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Preparer/Reviewer Certification

I have prepared and reviewed this report and am familiar with the applicable regulations governing its preparation. I have read the most recent Federal and State issued field audit reports for the Facility and have inquired of appropriate personnel as to the possible inclusion in this report of expenses which are not reimbursable under the applicable regulations. All non-reimbursable expenses of which I am aware (except those expenses known to be automatically removed in the State rate computation system) as a result of reading reports, inquiry or other services performed by me are properly reported as such in this report on Pages 28 and 29 (adjustments to statement of expenditures). Further, the data contained in this report is in agreement with the books and records, as provided to me, by the Facility.

Signature of Preparer 	Title CFO	Date Signed 2/12/16
Printed Name of Preparer Athena Health Care Associates, Inc		
Address 135 South Road Farmington, CT 06032		Phone Number (860) 751-3900

Cost report forms generated by Athena Health Care Associates, Inc as approved in letter dated 12/11/13.