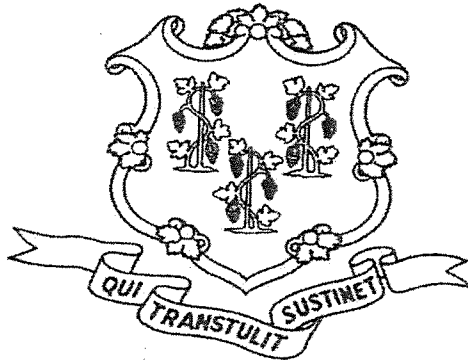


# State of Connecticut



## Annual Report of Long-Term Care Facility Cost Year 2018

Name of Facility (as licensed) Newtown Rehabilitation & Health Care Center	
Address (No. & Street, City, State, Zip Code) 139 Toddy Hill Road, Newtown, CT 06470	
Type of Facility <input type="checkbox"/> Chronic and Convalescent <input checked="" type="checkbox"/> Nursing Home only (CCNH) <input type="checkbox"/> Rest Home with Nursing <input type="checkbox"/> Supervision only (RHNS) <input type="checkbox"/> (Specify)	
Report for Year Beginning 6/1/2018	Report for Year Ending 9/30/2018

License Numbers:	CCNH 10207	RHNS	(Specify)	Medicare Provider 07-5355
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Medicaid Provider Numbers:	CCNH 10207	RHNS	ICF-IID
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**For Department Use Only**

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

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**General Information**

Name of Facility (as licensed) Newtown Rehabilitation & Health Care Center	License No. 10207	Report for Year Ended 9/30/2018	Page 1	of 37
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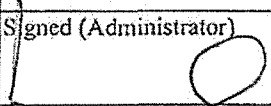
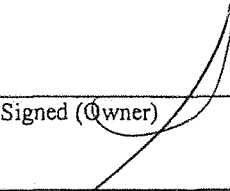
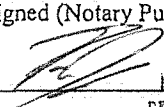
**Administrator's/Owner's Certification**

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 Newtown Rehabilitation & Health Care Center [facility name] for the cost report period beginning June 01, 2018 and ending September 30, 2018, 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 2-15-19	Signed (Owner) 		Date 2-15-19
Printed Name (Administrator) Joel Carmichael			Printed Name (Owner) Lawrence Santilli		
Subscribed and Sworn to before me:	State of CT	Date 2/15/19	Signed (Notary Public) 	Comm. Expires 1/1/2020	
Address of Notary Public 484 Farmington Ave Hartford CT 06105			PAT HYJEK NOTARY PUBLIC COMMISSION EXPIRES _____		

(Notary Seal)

State of Connecticut  
**Department of Social Services**  
 55 Farmington Avenue, Hartford, Connecticut 06105

<b>Data Required for Real Wage Adjustment</b>			Page 1A	of 37
Name of Facility Newtown Rehabilitation & Health Care Center	Period Covered:	From 6/1/2018	To 9/30/2018	
Address of Facility 139 Toddy Hill Road, Newtown, CT 06470				
Report Prepared By Athena Health Care Associates, Inc	Phone Number (860) 751-3900	Date 2/22/2019		
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. <b>Total Wages Paid</b> \$				
7. Total salaries paid \$				
8. <b>Total Wages and Salaries Paid</b> (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 203-459-5152	Report for Year Ended 9/30/2018	Page 2	of 37
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Name of Facility (as shown on license) Newtown Rehabilitation & Health Care Center	Address (No. & Street, City, State, Zip) 139 Toddy Hill Road, Newtown, CT 06470
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License Numbers: CCNH 10207	RHNS (Specify)	Medicare Provider No. 07-5355
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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="radio"/> Proprietorship <input checked="" type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> Profit Corp. <input type="radio"/> Non-Profit Corp. <input type="radio"/> Government <input type="radio"/> 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 checked="" type="radio"/> Yes <input type="radio"/> No	If "Yes," explain fully.
---	---	--------------------------

Facility was purchased as of 6/1/2018

<b>Administrator</b>		
Name of Administrator Elyse Dent	Nursing Home Administrator's License No.:	1670

Other Operators/Owners who are assistant administrators (full or part time) of this facility.	
Name	License No.:
Not Applicable	





**General Information and Questionnaire  
Individual Proprietorship**

Name of Facility Newtown Rehabilitation & Health Care Center	License No. 10207	Report for Year Ended 9/30/2018	Page 3B	of 37
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If this facility is owned or operated as an individual proprietorship, provide the following information:

Owner(s) of Facility

NA



**General Information and Questionnaire  
 Related Parties\***

Name of Facility Newtown Rehabilitation & Health Care Center	License No. 10207	Report for Year Ended 9/30/2018	Page 4	of 37
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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 #	Cost Reported	Actual Cost to the Related Party
		Yes	No	%**				
Newtown Landlord CT LLC	135 South Road, Farmington, CT 06032	<input type="radio"/>	<input checked="" type="radio"/>		Lease of Facility	Pg 22, Ln 9, 10b	263,521	263,521
Athena Health Care Assoc Inc. 401(K) Plan	135 South Road, Farmington, CT 06032	<input type="radio"/>	<input checked="" type="radio"/>		Facility participates in group 401(k) plan	Pg 15 ln 1a7		
Athena Captive LLC	135 South Road, Farmington, CT 06032	<input type="radio"/>	<input checked="" type="radio"/>		Workers Comp Captive	Pg 15, ln 1a	77,331	77,331
Athena Health Care	135 South Road, Farmington, CT 06032	<input checked="" type="radio"/>	<input type="radio"/>	<50%	Management Fees	Pg 17	152,231	65,887
Athena Health Care Insurance	135 South Road, Farmington, CT 06032	<input checked="" type="radio"/>	<input type="radio"/>	>50%	Self Insured Employee Health Insurance	Pg. 15, ln 1a5	346,934	346,934
Procure LTC.	111 Executive Blvd., Farmingdale, NY 11735	<input checked="" type="radio"/>	<input type="radio"/>	>50%	Pharmacy	Pg. 20 5a2	38,119	38,119
Athena Health Care	135 South Road, Farmington, CT 06032	<input checked="" type="radio"/>	<input type="radio"/>	<50%	Payroll processing & postage, Maintenance,	P16L13 & L8,P22 L6a	20,788	20,788
		<input type="radio"/>	<input checked="" type="radio"/>					
		<input type="radio"/>	<input checked="" type="radio"/>					

\* Use additional sheets if necessary.

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

**General Information and Questionnaire**  
**Basis for Allocation of Costs**

Name of Facility Newtown Rehabilitation & Health Care Center	License No. 10207	Report for Year Ended 9/30/2018	Page 5	of 37
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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 ( <i>See listing page 13</i> )
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.

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

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)

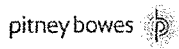
**Operating Leases** - Include all long-term leases for motor vehicles and equipment that have not been capitalized. Short-term leases or as needed rentals should not be included in these amounts.

Name of Facility			License No.	Report for Year Ended			Page	of
Newtown Rehabilitation & Health Care Center			10207	9/30/2018			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="radio"/>	<input checked="" type="radio"/>	Postal Equipment	06/01/18	36 months	734	367	
Cannon Solutions	<input type="radio"/>	<input checked="" type="radio"/>	copiers	06/01/18	40 months	2,511	837	
Cannon Solutions	<input type="radio"/>	<input checked="" type="radio"/>	copiers	06/01/18	40 months	14,789	4,930	
Cannon Solutions	<input type="radio"/>	<input checked="" type="radio"/>	copiers	06/01/18	40 months	2,999	999	
	<input type="radio"/>	<input checked="" type="radio"/>						
	<input type="radio"/>	<input checked="" type="radio"/>						
	<input type="radio"/>	<input checked="" type="radio"/>						
	<input type="radio"/>	<input checked="" type="radio"/>						
	<input type="radio"/>	<input checked="" type="radio"/>						
	<input type="radio"/>	<input checked="" type="radio"/>						
Is a Mileage Log Book Maintained for All Leased Vehicles ?							<input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Total ***</b> 7,133

\* 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.



# Lease Agreement

--	--	--	--	--	--	--	--	--	--	--

Agreement Number

## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
Newtown Rehabilitation & Health Care Center	

Sold-To: Address
139 Toddy Hill Rd, Sandy Hook, CT, 06482-1362, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Shannon Dinsmore	(203) 426-5847	0018267001

Bill-To: Address
139 Toddy Hill Rd, Sandy Hook, CT, 06482-1362, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Shannon Dinsmore	(203) 426-5847	0018267001	sdinsmore@athenahealthcare.com

Ship-To: Address
139 Toddy Hill Rd, Sandy Hook, CT, 06482-1362, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Shannon Dinsmore	(203) 426-5847	0018267001

PO #

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES	SENDPRO C200, C300, C400
1	1FXA	1FXA DM Series INVIEW Dashboard
1	1H00	SendPro C Series Meter
1	2H00	C Series Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAV	Cost Acctg Accounts Level (25)
1	APB1	COST ACCOUNTING DEVICES (2)
1	APKN	ACCOUNT LIST IMPORT/EXPORT
1	C200	SendPro C200
1	CAAA	Cost Accounting Bronze plan
1	F9S1	F9S1-SENDPRO C INSTALL TRNG WO SHIPPING
1	HZ80001	SendPro C Series Drop Stacker
1	MP81	C Series Integrated Scale
1	PTJ1	Postal Shipping

**Sales Information**

Jeffrey Mesite

jeffrey.mesite@pb.com

Account Rep Name

Email Address

1	PTJA	SendPro Basic 1 User
1	PTJN	SINGLE USER ACCESS
1	PTK1	WEB BROWSER INTEGRATION
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 Softguard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SENDPRO C200, C300, C400)
1	ZH24	MANUAL WEIGHT ENTRY
1	ZH25	HZ02 40 LPM SPEED
1	ZHC2	SENDPRO C200 BASE SYSTEM IDENTIFIER
1	ZHD5	USPS RATES WITH METERED LETTER
1	ZHWL	5 lbs. / 3 kg Weighing Option for MP81

**Your Payment Plan**

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 57.52	\$ 172.56

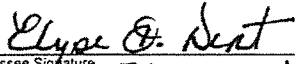
\*Does not include any applicable sales, use, or property taxes which will be billed separately

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by all the terms of this Agreement including the Pitney Bowes Terms (Version 1/18), which are available at <http://www.pb.com/termsconditions> and are incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 15 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#

  
 Lessee Signature Elyse O. DENT  
 Print Name ADMINISTRATOR  
 Title JUNE 12, 2018  
 Date ADMINISTRATOR@NewtownRhcl.com  
 Email Address

Pitney Bowes Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



CANON SOLUTIONS AMERICA  
Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF S0868087.03

Salesperson: Mary Jane Stager Order Date: 9/21/2018

<b>Customer ("You"):</b> Customer Account: 2147190		<b>Organization Information</b>	
Company Legal Name: ATHENA NEWTOWN CT LLC		Federal Tax Identification Number (TIN):	
Doing Business As:		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company	
Billing Address: 35 South Road		<input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership	
City: Farmington County: HARTFORD		<input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> State or Local Government	
State: CT Zip: 06032 Phone: 203.426.5847		<input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
Contact: Malcolm Mason Fax:		Chief Executive Office and address for notices:	
E-Mail: mmason@athenahealthcare.com		Address:	
<b>Lease Information</b>		City: State: Zip:	

<b>Lease Term</b> 40 Months	<b># of Payments</b> 40	<b>Payment *</b> \$ 279.00 (* Plus applicable taxes)	<b>Amount Due at Signing</b> # of Payments in Advance: 0 TOTAL DUE AT SIGNING * \$ 0.00
<b>Payment Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		Check must accompany agreement	
<b>End of Lease Term Purchase Option *</b> <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		<b>Tax Exempt</b> <input type="checkbox"/> Yes (Attach certificate)	

**Equipment Description: See Schedule A**

<b>Equipment Maintenance</b>	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment <input type="checkbox"/> Included, except for Equipment excluded on Schedule A <input type="checkbox"/> Declined <input type="checkbox"/> Under separate agreement
<b>Excess Per Image Charge Billing Cycle</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	<b>Coverage Plan</b> <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate <small>If adding to existing fleet, applicable contract # _____</small>
<b>Consumables Inclusive</b> <input checked="" type="checkbox"/> Toner (excludes clear) <input checked="" type="checkbox"/> Other Staples _____	<b>Toner Fulfillment Method</b> Customer order unless noted for Equipment on Schedule A** <input type="checkbox"/> Yes PO# _____ <input checked="" type="checkbox"/> No
	<b>PO Required</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<b>Charges</b> See Schedule A

**Personal Guaranty**

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no title) Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no title) Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: Malcolm E. Mason Date: 9/21/2018  
Printed Name: Malcolm E. Mason Title: Director of IT/Communications

CSA Authorized Signature: John Kightlinger Date: 9/24/18  
Printed Name: JOHN KIGHTLINGER Title: DOC ADMIN

CANON FINANCIAL SERVICES INC  
AS AUTHORIZED AGENT ON BEHALF OF  
CANON SOLUTIONS AMERICA INC

## GENERAL TERMS AND CONDITIONS

ULF # S0868087.03

**1. LEASE OF EQUIPMENT AND SOFTWARE**

**1.1 Listed Items; Commencement of Lease; Lessor.** CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software", and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future successors and assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

**1.2 Payments and Costs.** You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). If you have opted for a ninety (90) day deferral of payments, then invoicing for all Payments, including Usage Payments, shall be quarterly, and no Payment shall be due for the first ninety (90) days following commencement of the initial term. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

**1.3 Purchase Options; Return.** (a) END OF TERM PURCHASE OPTION. To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) PRIOR TO MATURITY PURCHASE. You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a 1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or of up to \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1.** Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

**2.1 Covered Service.** (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's

routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying system problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

**2.2 Maintenance Term and Charges.** (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images included shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the Listed Items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

**2.3 Non-Covered Service.** The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or reassignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

**3. CSA CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed



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Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf on you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. **LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION**

5.1 **Limited Warranty.** Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 **Disclaimer of Warranties.** LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 **Limitation of Liability.** NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 **Indemnification.** You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. **ADDITIONAL LEASE REQUIREMENTS.**

6.1 **Warranty of Business Purpose; Maintenance.** You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 **Risk of loss; Insurance.** Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. **DEFAULT; REMEDIES.** You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of you or any Guarantor's property; (g) any statement, representation or warranty made

by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 13% per year.

8. **SECURITY; WAIVER.** You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. **GENERAL**

9.1 **Choice of Law and Forum.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 **Entire Agreement; Electronic Acceptance.** This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 **Joint and Several Liability; Assignment.** If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 **Notices.** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.: 300 Commerce Square Blvd. Burlington, NJ 08016 Attn: Customer Service Department Phone: (800) 613-2228 Fax: (800) 220-4002 Email: customer@csa.canon.com	Address for notices to Canon Financial Services, Inc.: 158 Gaither Drive, Suite 200 Mount Laurel, NJ 08054 Attn: Customer Service Department Phone: (800) 220-0330 Fax: (856) 813-5122 Email: customer@cfs.canon.com
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9.5 **USA PATRIOT Act; Credit Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON SOLUTIONS AMERICA  
 Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

Unified Lease Agreement

Schedule A

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Page 1 of 1

Customer Name: ATHENA NEWTOWN CT LLC

Ship To Information																							
Delivery Address: 139 TODDY HILL RD (ADMISSIONS)		Connectivity Contact: Ryan Balowski																					
City: SANDY HOOK		County: FAIRFIELD	I/T Phone #: 203.426.5847																				
State: CT		Zip: 06482-1362	E-Mail: rbalowski@athenahealthcare.com																				
Phone #: 203.426.5847		Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
Delivery Contact: Ryan Balowski		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																					
Fax #: _____		Earliest Delivery Date: 9/24/2018 # of Steps: 6 Hours of Operation: 9-5																					
E-Mail: rbalowski@athenahealthcare.com		Special Instructions:																					
Equipment and Software ("Listed Items")				Equipment Maintenance Information																			
Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.																			
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0609C002	CASSETTE FEEDING UNIT-AM1	1		<table border="1"> <tr> <th colspan="2">Covered Images Included</th> <th colspan="2">Start Meter</th> <th colspan="2">Excess per Image Charge</th> </tr> <tr> <td>B &amp; W</td> <td>Color</td> <td>B &amp; W</td> <td>Color</td> <td>B &amp; W</td> <td>Color</td> </tr> <tr> <td>0</td> <td>0</td> <td></td> <td></td> <td>0.00770</td> <td>0.06400</td> </tr> </table>		Covered Images Included		Start Meter		Excess per Image Charge		B & W	Color	B & W	Color	B & W	Color	0	0			0.00770	0.06400
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0615C002	INNER FINISHER-H1	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires ImageWare Remote)																			
0618C002	INNER 2/3 HOLE PUNCHER-B1	1		Alternate Meter Read Method: _____																			
4848B065	MEAP WEB CONNECTION KIT V5.0 FOR GEN3	1		<input type="checkbox"/> Equipment excluded from Maintenance <input type="checkbox"/> Corporate Advantage <input type="checkbox"/> Equipment under separate MPS agreement																			
0166C007	SUPER G3 FAX BOARD-AS2	1		<table border="1"> <tr> <th colspan="2">Covered Images Included</th> <th colspan="2">Start Meter</th> <th colspan="2">Excess per Image Charge</th> </tr> <tr> <td>B &amp; W</td> <td>Color</td> <td>B &amp; W</td> <td>Color</td> <td>B &amp; W</td> <td>Color</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Covered Images Included		Start Meter		Excess per Image Charge		B & W	Color	B & W	Color	B & W	Color						
Covered Images Included		Start Meter		Excess per Image Charge																			
B & W	Color	B & W	Color	B & W	Color																		
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PC	1		<input type="checkbox"/> Auto Toner Fulfillment **(Requires ImageWare Remote)																			
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		Alternate Meter Read Method: _____																			
3088V679	INSTALL PAK C5535I & C5540I	1		<input type="checkbox"/> Equipment excluded from Maintenance <input type="checkbox"/> Corporate Advantage <input type="checkbox"/> Equipment under separate MPS agreement																			
IntSupplies	Pre-Installed Supplies Installed In Machine	1		<table border="1"> <tr> <th colspan="2">Covered Images Included</th> <th colspan="2">Start Meter</th> <th colspan="2">Excess per Image Charge</th> </tr> <tr> <td>B &amp; W</td> <td>Color</td> <td>B &amp; W</td> <td>Color</td> <td>B &amp; W</td> <td>Color</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Covered Images Included		Start Meter		Excess per Image Charge		B & W	Color	B & W	Color	B & W	Color						
Covered Images Included		Start Meter		Excess per Image Charge																			
B & W	Color	B & W	Color	B & W	Color																		
				<input type="checkbox"/> Auto Toner Fulfillment **(Requires ImageWare Remote)																			
				Alternate Meter Read Method: _____																			



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

**COMPANY GUARANTY**

Unified Lease Agreement #: S0868087.01

The undersigned (whether one or more are specified, the "Guarantor(s)"), in consideration of Canon Solutions America, Inc. ("CSA") entering into an Agreement (together with any schedules or supplements thereto, "Agreement") between CSA and Athena Newtown CT LLC ("Customer"), executed as of September 21, 2018, irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement, and including but not limited to Canon Financial Services, Inc.) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantor's liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment (as defined in the Agreement), other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Company Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

The undersigned represent and warrant that all action required to authorize the execution and delivery of this Guaranty on behalf of the undersigned by the following signatories has been taken.

**GUARANTOR SIGNATURE**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

Company: ATHENA HEALTH CARE ASSOCIATES INC  
Signature: X Malcolm E. Mason  
Printed Name: Malcolm E. Mason  
Title: Director of IT/Communications  
Address: 135 South Road  
Farmington CT 06032  
\_\_\_\_\_  
Phone: 860-751-3900  
Date: 9 / 21 / 18



CANON SOLUTIONS AMERICA, INC.  
One Canon Park, Melville, NY 11747  
(800) 613-2228

### Personal Property Tax Addendum

Unified Lease Agreement #: S0868087.01

Customer: Athena Newtown CT LLC

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Solutions America ("CSA") and as assigned to Canon Financial Services, Inc. ("Lessor") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees and other charges, in consideration of Lessor waiving Customer's obligation to reimburse Lessor for state and local personal property taxes on the Equipment, Customer agrees to pay Lessor the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.

2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that Lessor may accept a facsimile or other electronically transmitted copy of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

#### ACCEPTED

CANON SOLUTIONS AMERICA, INC.		CUSTOMER: <u>Athena Newtown CT LLC</u>	
By:		By:	
Printed Name: <u>JOHN KIGHTLINGER</u>		Printed Name: <u>Malcolm E. Mason</u>	
Title: <u>DOC ADMIN</u>		Title: <u>Director of IT/Communications</u>	
Date: <u>9/24/18</u>			



June 15, 2018

ATHENA NEWTOWN CT LLC  
135 SOUTH ROAD  
FARMINGTON, CT 06032

Re: Contract Number: 001-0774368-003 See Reverse for Equipment List

Dear Valued Customer:

Thank you for allowing Canon Financial Services, Inc. ("CFS") to assist in fulfilling your equipment financing needs. So we may service your account efficiently, please take a moment to verify the following:

1. The billing address information above.
2. The terms of the agreement are as follows:
  - Contract Charge: **\$1,232.42 Monthly**  
Note: Our records indicate that you are exempt from sales/use tax for assets under this contract.
  - You have **46** remaining payments.
  - Your last scheduled payment is due: **02/01/2022**
  - End of Term Purchase Option: **FMV PURCHASE**

Ensure your Accounts Payable system is setup with the following remittance address:

**Please remit your PAYMENTS ONLY to:**  
14904 Collections Center Drive  
Chicago, Illinois 60693-0149  
Please reference invoice number only on your remittance.

Correspondence sent to the remittance address is not received by CFS.

**Please send ALL CORRESPONDENCE**  
customer@cfs.canon.com  
Fax: 856-813-5122  
P.O. Box 5008, Mt. Laurel, NJ 08054

As a reminder, your agreement requires you to maintain property insurance, including theft, protecting the equipment against damage or loss and naming Canon Financial Services, Inc. as loss payee. We can provide a policy to satisfy your property insurance obligation. You will be receiving detailed information about your insurance obligation and your option of obtaining coverage under our policy shortly.

Once again, thank you for choosing Canon brand financing. If you have any questions regarding your contract, please contact a Customer Service Representative at (800) 220-0330 or send an email to customer@cfs.canon.com.

Sincerely,

Canon Financial Services, Inc.

CFS-3034 (03/10)

A Canon U.S.A Company



## Canon Financial Services, Inc.

June 21, 2018

ATHENA NEWTOWN CT LLC  
ATTN: ACCOUNTS PAYABLE  
135 SOUTH ROAD  
FARMINGTON, CT 06032

**Insurance Center:**

P.O. Box 3547

Bellevue, WA 98009

**Phone:** 800.877.2416

**Fax:** 866.747.3899

**Web:** [agent.gaig.com](http://agent.gaig.com)

**E-mail:** [verifyinsurance@gaig.com](mailto:verifyinsurance@gaig.com)

**Insurance Center Hours:**

6 a.m. – 5 p.m. Pacific Time, M – F

***Subject: How to Fulfill Your Lease Contract's Mandatory Property Insurance Requirement  
IR4551I COPIER – Lease No. 0010774368001***

Thank you for choosing to lease your new equipment through Canon Financial Services. Your business is important to us, and we look forward to continuing to serve you.

***Why you are receiving this letter:***

Your lease contract with Canon Financial Services requires property insurance on the equipment. Selecting the right property insurance provider can make a big difference when it comes to quickly repairing or replacing your equipment and restoring your business to normal operations. Our Equipment Protection Program for Canon Financial Services customers is underwritten by member companies of Great American Insurance Group, and it provides more comprehensive protection than a typical commercial insurance policy, covering even **water damage and flood**. There is **no deductible** on claims for damage or loss exceeding \$100. Refer to the enclosed card for more details.

***Choose one of two options to fulfill your insurance requirement:***

Option 1 – Take no action, and your equipment will remain enrolled in our Equipment Protection Program for a charge of \$13.45\*, which is conveniently included as the line item "Insurance" on each invoice. This Program charge is fixed for the term of your lease contract and will not increase due to claim activity.

Option 2 – Obtain your own property insurance, naming Canon Financial Services, Inc. as Loss Payee. Then, have your insurance agent or broker confirm that your coverage fulfills the requirements specified in your lease contract by either going to **[agent.gaig.com](http://agent.gaig.com)** or calling our Insurance Center at **800.877.2416**. If we do not receive sufficient confirmation of insurance within 30 days from the date of this letter, the leased equipment will remain enrolled in our Equipment Protection Program as described above.

Thank you for trusting Canon Financial Services to assist you with your equipment leasing needs. We hope you will continue to rely on us for your equipment protection needs as well. If you have any questions about the many benefits of our Equipment Protection Program, please call our Insurance Center at **800.877.2416**.

Sincerely,

Canon Financial Services, Inc.

**Questions? Please see the reverse side of this letter.**



## Canon Financial Services, Inc.

July 6, 2018

ATHENA NEWTOWN CT  
ATTN: ACCOUNTS PAYABLE  
135 SOUTH ROAD  
FARMINGTON, CT 06032

**Insurance Center:**  
P.O. Box 3547  
Bellevue, WA 98009  
**Phone:** 800.877.2416  
**Fax:** 866.747.3899  
**Web:** agent.gaig.com  
**E-mail:** verifyinsurance@gaig.com  
**Insurance Center Hours:**  
6 a.m. – 5 p.m. Pacific Time, M – F

**Subject: How to Fulfill Your Lease Contract's Mandatory Property Insurance Requirement  
ICMF515DW PRINTERS – Lease No. 0010774368002**

Thank you for choosing to lease your new equipment through Canon Financial Services. Your business is important to us, and we look forward to continuing to serve you.

**Why you are receiving this letter:**

Your lease contract with Canon Financial Services requires property insurance on the equipment. Selecting the right property insurance provider can make a big difference when it comes to quickly repairing or replacing your equipment and restoring your business to normal operations. Our Equipment Protection Program for Canon Financial Services customers is underwritten by member companies of Great American Insurance Group, and it provides more comprehensive protection than a typical commercial insurance policy, covering even **water damage and flood**. There is **no deductible** on claims for damage or loss exceeding \$100. Refer to the enclosed card for more details.

**Choose one of two options to fulfill your insurance requirement:**

Option 1 – Take no action, and your equipment will remain enrolled in our Equipment Protection Program for a charge of \$17.41\*, which is conveniently included as the line item "Insurance" on each invoice. This Program charge is fixed for the term of your lease contract and will not increase due to claim activity.

Option 2 – Obtain your own property insurance, naming Canon Financial Services, Inc. as Loss Payee. Then, have your insurance agent or broker confirm that your coverage fulfills the requirements specified in your lease contract by either going to **agent.gaig.com** or calling our Insurance Center at **800.877.2416**. If we do not receive sufficient confirmation of insurance within 30 days from the date of this letter, the leased equipment will remain enrolled in our Equipment Protection Program as described above.

Thank you for trusting Canon Financial Services to assist you with your equipment leasing needs. We hope you will continue to rely on us for your equipment protection needs as well. If you have any questions about the many benefits of our Equipment Protection Program, please call our Insurance Center at **800.877.2416**.

Sincerely,

Canon Financial Services, Inc.

**Questions? Please see the reverse side of this letter.**



## Canon Financial Services, Inc.

July 6, 2018

ATHENA NEWTOWN CT  
ATTN: ACCOUNTS PAYABLE  
135 SOUTH ROAD  
FARMINGTON, CT 06032

**Insurance Center:**

P.O. Box 3547

Bellevue, WA 98009

**Phone:** 800.877.2416

**Fax:** 866.747.3899

**Web:** agent.gaig.com

**E-mail:** verifyinsurance@gaig.com

**Insurance Center Hours:**

6 a.m. – 5 p.m. Pacific Time, M – F

**Subject: How to Fulfill Your Lease Contract's Mandatory Property Insurance Requirement  
IR6555I COPIER – Lease No. 0010774368003**

Thank you for choosing to lease your new equipment through Canon Financial Services. Your business is important to us, and we look forward to continuing to serve you.

**Why you are receiving this letter:**

Your lease contract with Canon Financial Services requires property insurance on the equipment. Selecting the right property insurance provider can make a big difference when it comes to quickly repairing or replacing your equipment and restoring your business to normal operations. Our Equipment Protection Program for Canon Financial Services customers is underwritten by member companies of Great American Insurance Group, and it provides more comprehensive protection than a typical commercial insurance policy, covering even **water damage and flood**. There is **no deductible** on claims for damage or loss exceeding \$100. Refer to the enclosed card for more details.

**Choose one of two options to fulfill your insurance requirement:**

Option 1 – Take no action, and your equipment will remain enrolled in our Equipment Protection Program for a charge of \$30.82\*, which is conveniently included as the line item "Insurance" on each invoice. This Program charge is fixed for the term of your lease contract and will not increase due to claim activity.

Option 2 – Obtain your own property insurance, naming Canon Financial Services, Inc. as Loss Payee. Then, have your insurance agent or broker confirm that your coverage fulfills the requirements specified in your lease contract by either going to **agent.gaig.com** or calling our Insurance Center at **800.877.2416**. If we do not receive sufficient confirmation of insurance within 30 days from the date of this letter, the leased equipment will remain enrolled in our Equipment Protection Program as described above.

Thank you for trusting Canon Financial Services to assist you with your equipment leasing needs. We hope you will continue to rely on us for your equipment protection needs as well. If you have any questions about the many benefits of our Equipment Protection Program, please call our Insurance Center at **800.877.2416**.

Sincerely,

Canon Financial Services, Inc.

**Questions? Please see the reverse side of this letter.**





June 15, 2018

ATHENA NEWTOWN CT LLC  
135 SOUTH ROAD  
FARMINGTON, CT 06032

Re: Contract Number: 001-0774368-002 See Reverse for Equipment List

Dear Valued Customer:

Thank you for allowing Canon Financial Services, Inc. ("CFS") to assist in fulfilling your equipment financing needs. So we may service your account efficiently, please take a moment to verify the following:

1. The billing address information above.
2. The terms of the agreement are as follows:
  - Contract Charge: **\$209.27 Monthly**  
Note: Our records indicate that you are exempt from sales/use tax for some assets under this contract. For other assets, taxing authorities require CFS to collect sales/use tax on this contract, and this tax will be separately stated under the heading "Sales Tax" on your invoice.
  - You have **46** remaining payments.
  - Your last scheduled payment is due: **02/01/2022**
  - End of Term Purchase Option: **FMV PURCHASE**

Ensure your Accounts Payable system is setup with the following remittance address:

**Please remit your PAYMENTS ONLY to:**  
14904 Collections Center Drive  
Chicago, Illinois 60693-0149  
Please reference invoice number only on your remittance.

Correspondence sent to the remittance address is not received by CFS.

**Please send ALL CORRESPONDENCE**  
customer@cfs.canon.com  
Fax: 856-813-5122  
P.O. Box 5008, Mt. Laurel, NJ 08054

As a reminder, your agreement requires you to maintain property insurance, including theft, protecting the equipment against damage or loss and naming Canon Financial Services, Inc. as loss payee. We can provide a policy to satisfy your property insurance obligation. You will be receiving detailed information about your insurance obligation and your option of obtaining coverage under our policy shortly.

Once again, thank you for choosing Canon brand financing. If you have any questions regarding your contract, please contact a Customer Service Representative at (800) 220-0330 or send an email to customer@cfs.canon.com.

Sincerely,

Canon Financial Services, Inc.

CFS-3034 (03/10)

A Canon U.S.A Company



Canon Financial Services, Inc.  
158 Galthier Drive, P.O. Box 580  
Mount Laurel, NJ 08054-1716  
Tel (800) 220-0100

Date 5/25/2018

Attention: Brian Richard  
Masonicare Corporation  
110 South Turnpike Road  
Wallingford, CT 06492

Re: Assumption Agreement(s) of Masonicare Corporation ("Customer"),  
Agreement # Partial Assumption of Leases 001-0719363-001 (17 assets) and 001-0719363-002 (6 assets) ("Agreement")

Athena Newtown CT, LLC dba Newtown Rehabilitation & Healthcare Center ("Assuming Party") has been approved to assume the above mentioned Agreement. Please review the attached Assumption Agreement ("Assumption") and have it completed, signed, and returned to my attention as soon as possible. Please note any stray marks or amendments will void the document.

**On page 1** of the Assumption, please have Assuming Party verify the billing address and contact information.

**On page 2** of the Assumption, please have an Authorized Signer with one of the following titles execute the form for the Assuming Party and the Customer. The signers' positions with their companies will be verified by CFS.

**Authorized Signers**

President / Vice President  
Assistant Vice President  
Treasurer  
Controller / Comptroller  
CEO, CFO, COO  
Corporate Secretary or Assistant Secretary

**Also on page 2**, if guarantors are required for the Assuming Party, please have them sign the Acknowledged and Agreed section on the Assumption and complete the enclosed guaranty form. Guarantors for the Customer must sign the Assumption.

Review the enclosed Equipment Exhibit to Assumption Agreement ("Exhibit") for all equipment to be assumed and confirm that all equipment information is correct and the locations are accurate. Make any necessary changes to location on Exhibit form. Any stray marks or amendments on the Assumption will void the document.

A Canon U.S.A. Company

Date 5/25/2018

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Please address the following situations and resolve any concerns prior to signing the attached Assumption.

If the annual property tax has not yet been assessed or billed for the State where the equipment is located, any outstanding property taxes not previously billed will become the responsibility of the Assuming Party when the Assumption is executed by all parties.

As per the Agreement to be assumed, the Assuming Party must present proof of insurance on all unit(s) of equipment and, if such proof is not provided, Canon Financial Services has the right, but not the duty, to obtain insurance at your expense.

If the Payments include maintenance and supplies, any Excess/Overage Copy Charges not previously invoiced will become the responsibility of the Assuming Party when the Assumption is executed by all parties. For such agreements, a new contract name and phone number is required for reporting meter readings as provided in the Agreement.

When you are satisfied that all information is correct, please have all parties initial and sign where indicated on the Assumption and the Exhibit. The signed Assumption and Exhibit should be returned to Canon Financial Services by one of the following methods:

Fax:

Mail: Attention:  
Canon Financial Services, Inc.  
158 Gaither Drive  
P.O. Box 580  
Mt. Laurel, NJ 08054

Email: [customer@cfs.canon.com](mailto:customer@cfs.canon.com)

Thank you for choosing Canon Financial Services. If you have any questions, please contact me as noted below.

Sincerely,

Abby F.

Customer Service

Phone: 800-220-0200

Email: [customer@cfs.canon.com](mailto:customer@cfs.canon.com)

cc: Assuming Party with attachments

Enc: Assumption and Assignment Agreement (CFS-3003)  
Exhibit to the Assumption and Assignment Agreement  
Copy of Customer's Agreement  
Guaranty, as needed



CANON FINANCIAL SERVICES, INC.  
 158 Galther Drive, P.O. Box 5008  
 Mt. Laurel, NJ 08054  
 800-220-0200 www.cfs.canon.com

**ASSUMPTION AGREEMENT**

CFS-3003 (04/17)

This Assumption Agreement ("Assumption") is attached to and made part of the agreement(s) (whether designated a lease, rental contract, master agreement, or otherwise, together with any schedules), between Canon Financial Services, Inc. ("CFS") and Masonicare Corporation ("Customer") with the agreement number(s) Partial assumption of leases 001-0719383-001 (17 assets) and 001-0719383-002 (8 assets) (whether one or more are specified, the "Agreement").

The Agreement and this Assumption cover the equipment described on the attached Equipment Exhibit, together with all replacement parts and substitutions for and additions to such equipment, if any (the "Equipment").

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual benefits, covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties signing counterparts of this Assumption, agree as follows:

1. Customer has transferred all of its right, title, and interest, both legal and beneficial, in and to the Equipment, under the Agreement (including all rights to purchase or otherwise acquire the Equipment), to the Assuming Party signing below ("Assuming Party") effective as of the date accepted by CFS.

**ASSUMING PARTY INFORMATION**

Company Legal Name		dba		
Athena Newtown CT LLC		Newtown Rehabilitation & Healthcare Center		
Billing Address	City	County	State	ZIP
135 South Road	Farmington		CT	06032
Billing Contact Name	Billing Contact Email	Phone		
Malcom Mason	mmason@athenahealthcare.com	860-751-3900		

2. Assuming Party (if more than one is identified, jointly or severally) hereby assumes all of the existing and future obligations (fixed, contingent, liquidated, unliquidated, or otherwise) under the Agreement being as fully responsible as if Assuming Party were the original Customer with respect thereto. From and after the effective date set forth herein, CFS shall be entitled to treat Assuming Party as the "Customer" under the Agreement for all purposes (including, without limitation, the purpose of providing any notice under the Agreement).
3. Customer and Assuming Party acknowledge, for the benefit of CFS, that there are no outstanding defenses or counterclaims with respect to the obligations of Customer to CFS and that all payments and any other charges have been paid (without any prepayments) through the date set forth below CFS' acceptance. All amounts payable after that date under the Agreement remain unpaid. The next periodic payment under the Agreement is due and payable by the Assuming Party on the date set forth below CFS' acceptance.
4. Customer shall continue to be obligated to CFS with respect to the Agreement and the Equipment, and its obligations shall not be impaired in any manner whatsoever by any one or more of the following: lack of notice to, or consent of Customer with respect to any present or future matter; new agreements or obligations of Assuming Party with or to CFS; amendments, extensions, modifications, renewals, waivers of default or any existing or future events or circumstances concerning the Agreement or the Equipment, or any guaranties thereof, or extensions of credit by CFS to Assuming Party; adjustments, compromises or releases of any obligations of Assuming Party, Customer, or other parties, or any transfers, exchanges, releases or sales, releasing or other dispositions of any Equipment or any security given by Assuming Party, Customer, or other parties; determination by CFS not to pursue, or to delay pursuing, Assuming Party with respect to the Agreement and the Equipment. Customer waives any right of subrogation it may have with respect to payments made by Customer to CFS in respect of the Agreement or the Equipment.
5. Assuming Party authorizes CFS to file a copy of the Agreement and this Assumption as a financing statement and appoints CFS (and any third party filing service company designated by CFS) as Assuming Party's attorney-in-fact to execute and file, on Assuming Party's behalf, financing statements evidencing the interest of CFS in the Equipment.
6. CFS hereby consents to the transfer and assumption referred to above, but only on all of the terms provided herein.
7. This is the entire agreement of the parties with respect to its subject matter.

X Assuming Party's Initials: [Signature]  
 X Customer's Initials: BKR

Customer and Assuming Party agree that CFS may accept a facsimile or other electronic transmission of this Assumption as an original, and that facsimile or electronically transmitted copies of Customer's and Assuming Party's signatures will be treated as an original for all purposes.

Except as set forth herein, the terms and conditions set forth in the Agreement shall remain in full force and effect. THIS ASSUMPTION AGREEMENT SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY THE ASSUMING PARTY AND THE CUSTOMER, ACKNOWLEDGED BY ANY GUARANTOR(S), AND ACCEPTED BY CFS. Customer and Assuming Party represent that all action required to authorize the execution of this Assumption on behalf of the Assuming Party and Customer by the following signatories has been taken.

AUTHORIZED SIGNATURES	
Assuming Party: <u>Athena Newtown CT LLC</u>	Customer: <u>Masonicare Corporation</u>
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
ACKNOWLEDGED AND AGREED	
The undersigned hereby consent to the assumption of the Agreement by Assuming Party and the amendment of the Agreement, as set forth herein, and agree that the obligations of Assuming Party and Customer to CFS, as set forth herein, remain subject to the guaranty of the Agreement by the undersigned.	
ASSUMING PARTY'S ADDITIONAL GUARANTOR(S)	ORIGINAL CUSTOMER'S GUARANTOR(S)
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Printed Name: <u>Malcolm E. Mason</u>	Printed Name: <u>Brian K. Richard</u>
Address: <u>135 South Rd</u> <u>Farmington CT 06032</u>	Address: <u>22 Masonic Ave</u> <u>Wallingford, CT 06492</u>
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Address: _____	Address: _____

ACCEPTED	
Canon Financial Services, Inc.	
By: <u>[Signature]</u>	
Printed Name: <u>Joseph Violett</u>	
Effective Date: <u>4/14/18</u>	

<u>Dates To Be Completed By CFS Prior to Sending</u>	
Original Customer's paid through date: <u>4/1/2018</u>	Assuming Party's next periodic due date: <u>5/1/2018</u>
Remittance Address: Canon Financial Services, Inc. 14904 Collection Center Drive Chicago, Illinois 60693	
The next periodic due date is contingent upon receipt of the fully executed Assumption Agreement and its acceptance by CFS. Any tax exempt organization will present an exemption certificate prior to CFS' acceptance. Alterations or erasures on this document will void the Assumption.	



CANON FINANCIAL SERVICES, INC. ("CFS")  
 Remittance Address: 14304 Collections Center Dr.  
 Chicago, Illinois 60693 600-220-0200

**COMPANY GUARANTY**

Agreement Number: 001-0719383-001 & 002

The undersigned (whether one or more are specified, the "Guarantors"), in consideration of CFS entering into that certain lease, rental, or master lease agreement and each and every schedule to such agreement whether now or in the future existing (collectively, the "Agreement") between CFS and Athens Newtown CT, LLC ("Customer"), executed as of March 1st, 2018, hereby irrevocably and unconditionally, jointly and severally, guarantees to CFS (as defined in the Agreement, and including but not limited to Canon Financial Services, Inc.) and its successors and assigns the due and punctual payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations, and terms of the Agreement and any other financial transaction between Customer and CFS (collectively, the "Liabilities"). If Customer shall fail to pay or perform all or any part of the Liabilities when due, Guarantors agree, upon demand, to pay any amounts that may be due from Customer and to take any action required of Customer under the Agreement. Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any other agreement or any discharge or release of Customer's obligations, whether or not by operation of law.

If any payment applied by CFS to the Liabilities is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days' prior written notice to CFS, and such termination shall be effective only as to contracts or other agreements having their inception after the effective date of termination and shall not affect CFS' rights under this Guaranty arising out of the Agreement or other agreements having their inception prior to such date.

Guarantors expressly waive all damages, demands, presentments and notices of every kind and nature, any rights of setoff, and any defenses available to a surety or guarantor under applicable law (other than the defense of payment and performance in full). Guarantors further expressly waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until the Liabilities have been paid and performed in full. Guarantors hereby consent and agree that any (a) renewals and extensions of time of payment, (b) taking, release, substitution or compromise of or realization upon the Equipment (as defined in the Agreement), other guaranties or any collateral security and (c) exercise of any other right under the Agreement or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty. This Guaranty shall inure to the benefit of and be enforceable by, the successors, transferees and assigns of CFS.

Guarantors agree to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. GUARANTORS CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT CFS' OPTION IN ANY STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. EACH GUARANTOR WAIVES OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. EACH OF THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY THEIR ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CFS may accept a facsimile or other electronic transmission of this Company Guaranty as an original, and that facsimile or other electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

The undersigned represent and warrant that all action required to authorize the execution and delivery of this Guaranty on behalf of the undersigned by the following signatories has been taken.

GUARANTOR SIGNATURE			
Company:	<u>Athens Health Care Associates, Inc.</u>	Company:	<u>Masonicare Corporation</u>
Signature:		Signature:	
Printed Name:	<u>Malcolm E. Mason</u>	Printed Name:	<u>Brian K. Richard</u>
Title:	<u>Director of IT</u>	Title:	<u>Chief Information Officer</u>
Address:	<u>135 South Rd. Farmington CT 06032</u>	Address:	<u>22 Masonic Ave Wallingford, CT 06492</u>
Phone:		Phone:	<u>203-678-7830</u>
Date:	<u>6/1/18</u>	Date:	<u>6/5/2018</u>

## Equipment Exhibit to Assumption Agreement

Customer: MASONICARE CORPORATION

Contract Number	Equipment Description	Model Number	Serial Number	Equipment Location	Commencement Date
001-0719383-001	GRAPHICS EQUIPMENT	IRC5535I	WXF03985	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	01/01/2017
	GRAPHICS EQUIPMENT	IRC3501F	QNN11197	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	COPIER	IR500F	QLLD7653	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	COPIER	IR65551	SKA05434	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	COPIER	IR65551	SKA05574	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	COPIER	IR4235	RKJ23250	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	COPIER	IR4251	RKP08911	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	GRAPHICS EQUIPMENT	IRC5535I	WXF05052	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	

8 record(s) listed

CFS-3003 (08/10)

Assuming Party's Initial:  Date: 6/1/18  
 Customer's Initial: MA Date: 6/5/2018

### Equipment Exhibit to Assumption Agreement

Customer: MASONICARE CORPORATION

Contract Number	Equipment Description	Model Number	Serial Number	Equipment Location	Commencement Date
001-0719363-002	PRINTERS	LBP253DW	NEBAC02270	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	01/01/2017
	PRINTERS	LBP253DW	NEBAC02269	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	LBP253DW	NEBAC02268	139 TODDY HILL RD FL 3 NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	LBP253DW	NEBAC02266	139 TODDY HILL RD FL 2 NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	LBP253DW	NEBAC02259	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	LBP253DW	NEBAC02248	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	MF515DW	UVT02156	111 FOUNDERS PLZ NEWTOWN EAST HARTFORD, CT 06108	
	PRINTERS	MF515DW	UVT02153	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	MF515DW	UVT03064	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	MF515DW	UVT02149	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	MF515DW	UVT03062	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	MF515DW	UVT02358	139 TODDY HILL RD NEWTOWN SANDY HOOK, CT 06482	
	PRINTERS	MF729C0W	TWU04783	139 TODDY HILL RD NEWTOWN	

CFS-3003 (08/10)

Assuming Party's Initial: [Signature] Date: 6/1/18  
 Customer's Initial: BKR Date: 6/5/2018




### Equipment Exhibit to Assumption Agreement

Customer: MASONICARE CORPORATION

Contract Number	Equipment Description	Model Number	Serial Number	Equipment Location	Commencement Date
	PRINTERS	MF729CDW	TWJ04788	SANDY HOOK, CT 06482 139 TODDY HILL RD NEWTOWN	
	PRINTERS	LBP253DW	NEBA002245	SANDY HOOK, CT 06482 139 TODDY HILL RD NEWTOWN	
	PRINTERS	LBP253DW	NEBA002242	SANDY HOOK, CT 06482 139 TODDY HILL RD FL 1 NEWTOWN	
	PRINTERS	MF515DW	UVT02152	SANDY HOOK, CT 06482 139 TODDY HILL RD NEWTOWN	

17 record(s) listed

X Assuming Party's Initial:  Date: 6/1/18  
 X Customer's Initial: BKR Date: 4/5/2018

### General Information and Questionnaire Accounting Basis

Name of Facility Newtown Rehabilitation & Health	License No. 10207	Report for Year Ended 9/30/2018	Page 7	of 37
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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.

facility purchased on 6/1/2018

**Independent Accounting Firm**

Name of Accounting Firm	Address (No. & Street, City, State, Zip Code)
1	
2	
3	
4	

Services Provided by This Firm (*describe fully*)

1	\$
2	\$
3	\$
4	\$
	Charge for Services Provided
	\$

Are These Charges Reflected in the Expenditure Portion of This Report? If Yes, Specify Expense Classification and Line No.  
 Yes     No    Pg 15, Line 1d

**Legal Services Information**

Name of Legal Firm or Independent Attorney	Telephone Number
1	
2	
3	
4	
5	

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

1	
2	
3	
4	
5	

Services Provided by This Firm (*describe fully*)

1	\$
2	\$
3	\$
4	\$
5	\$
	Charge for Services Provided
	\$

Are These Charges Reflected in the Expenditure Portion of This Report? If Yes, Specify Expense Classification and Line No.  
 Yes     No    Pg 15, Line 1e

**Schedule of Resident Statistics**

Name of Facility Newtown Rehabilitation & Health Care Center			License No. 10207			Report for Year Ended 9/30/2018				Page 8	of 37	
	Total All Levels	Total CCNH Level	Total RHNS Level	Total (Specify)	Period 10/1 Thru 6/30				Period 7/1 Thru 9/30			
					Total	CCNH	RHNS	(Specify)	Total	CCNH	RHNS	(Specify)
1. Certified Bed Capacity												
A. On last day of PREVIOUS report period	154	154			154	154			154	154		
B. On last day of THIS report period	154	154			154	154			154	154		
2. Number of Residents												
A. As of midnight of PREVIOUS report period									121	121		
B. As of midnight of THIS report period	129	129			121	121			129	129		
3. Total Number of Days Care Provided During Period												
A. Medicare	2,055	2,055			580	580			1,475	1,475		
B. Medicaid (Conn.)	11,416	11,416			2,773	2,773			8,643	8,643		
C. Medicaid (other states)												
D. Private Pay	1,589	1,589			375	375			1,214	1,214		
E. State SSI for RCH												
F. Other (Specify)	33	33			1	1			32	32		
G. Total Care Days During Period (3A thru F)	15,093	15,093			3,729	3,729			11,364	11,364		
4. Total Number of Days Not Included in Figures in 3G for Which Revenue Was Received for Reserved Beds												
A. Medicaid Bed Reserve Days												
B. Other Bed Reserve Days												
5. <b>Total Resident Days (3G + 4A + 4B)</b>	15,093	15,093			3,729	3,729			11,364	11,364		

### Schedule of Resident Statistics (Cont'd)

Name of Facility Newtown Rehabilitation & Health Care Center			License No. 10207			Report for Year Ended 9/30/2018			Page 9		of 37		
4. Were there any changes in the certified bed capacity during the report year? <input type="radio"/> Yes <input checked="" type="radio"/> No If "YES", provide the following information:													
Date of Change	Place of Change			Change in Beds						Capacity After Change			Reason for Change
	CCNH (1)	RHNS (2)	(Specify) (3)	Lost			Gained			CCNH	RHNS	(Specify)	
				(1)	(2)	(3)	(1)	(2)	(3)				
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	14		95		15		5						
Per Diem Rate													
a. One bed rm.	529.36		248.67		496.00		380.30						
b. Two bed rms.	529.36		248.67		447.00		380.30						
c. Three or more bed rms.													
7. Total Number of Physical Therapy Treatments										TOTAL	CCNH	RHNS	(Specify)
A. Medicare - Part B										1,961	1,961		
B. Medicaid (Exclusive of Part B)													
1. Maintenance Treatments										77	77		
2. Restorative Treatments													
C. Other										4,205	4,205		
D. Total Physical Therapy Treatments										6,243	6,243		
8. Total Number of Speech Therapy Treatments													
A. Medicare - Part B										385	385		
B. Medicaid (Exclusive of Part B)													
1. Maintenance Treatments										5	5		
2. Restorative Treatments													
C. Other										267	267		
D. Total Speech Therapy Treatments										657	657		
9. Total Number of Occupational Therapy Treatments													
A. Medicare - Part B										934	934		
B. Medicaid (Exclusive of Part B)													
1. Maintenance Treatments										88	88		
2. Restorative Treatments													
C. Other										4,487	4,487		
D. Total Occupational Therapy Treatments										5,509	5,509		

**Report of Expenditures - Salaries & Wages**

Name of Facility	License No.	Report for Year Ended	Page	of		
Newtown Rehabilitation & Health Care Center	10207	9/30/2018	10	37		
Are time records maintained by all individuals receiving compensation? <input checked="" type="radio"/> Yes <input type="radio"/> No						
	Total Cost and Hours					
Item	CCNH	Hours	RHNS	Hours	(Specify)	Hours
<b>A. Salaries and Wages*</b>						
1. Operators/Owners (Complete also Sec. I of Schedule A1)						
2. Administrator(s) (Complete also Sec. III of Schedule A1)	59,234	1,013				
3. Assistant Administrator (Complete also Sec. IV of Schedule A1)						
4. Other Administrative Salaries (telephone operator, clerks, receptionists, etc.)	67,420	3,031				
5. Dietary Service						
a. Head Dietitian						
b. Food Service Supervisor	18,927	476				
c. Dietary Workers	162,551	10,307				
6. Housekeeping Service						
a. Head Housekeeper	14,718	760				
b. Other Housekeeping Workers	64,405	4,948				
7. Repairs & Maintenance Services						
a. Engineer or Chief of Maintenance	28,868	855				
b. Other Maintenance Workers	44,554	2,074				
8. Laundry Service						
a. Supervisor						
b. Other Laundry Workers	2,541	147				
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	85,572	1,699				
b. RN						
1. Direct Care	429,870	11,130				
2. Administrative**	201,073	7,170				
c. LPN						
1. Direct Care	484,767	15,933				
2. Administrative**						
d. Aides and Attendants	719,061	44,676				
e. Physical Therapists	68,723	1,852				
f. Speech Therapists	19,852	416				
g. Occupational Therapists	40,850	1,273				
h. Recreation Workers	58,158	2,866				
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	75,100	3,170				
n. Marketing						
o. Other (Specify)						
See Attached Schedule	7,145	196				
<i>A-13. Total Salary Expenditures</i>	2,653,389	113,992				

\* 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 of Other Salaries and Wages (Page 10)

Position	CCNH		RHNS		(Specify)	
	\$	Hours	\$	Hours	\$	Hours
Sal-Inhalation Therapist	\$ 7,145	196				
<b>Total</b>	\$ 7,145	196	\$ -	-	\$ -	-

Schedule of Other Fees (Page 13)

Service	CCNH		RHNS		(Specify)	
	\$	Hours	\$	Hours	\$	Hours
<b>Total</b>	\$ -	-	\$ -	-	\$ -	-

**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		
Newtown Rehabilitation & Health Care Center			10207	9/30/2018			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	RHNS	(Specify)							
<b>Section I - Operators/Owners</b>										
Not Applicable										
<b>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).</b>										
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.

**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	
Newtown Rehabilitation & Health Care Center				10207	9/30/2018			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)							
<b>Section III - Administrators***</b>										
Elyse Dent (06/01/18-09/30/18)	59,234			Health & life insurances, Payroll Taxes	Day to day operations of the nursing home facility.	1,013	A2			
<b>Section IV - Assistant Administrators</b>										

\*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		
Newtown Rehabilitation & Health Care Center	10207	9/30/2018	13	37		
<b>Total Cost and Hours</b>						
Item	CCNH	Hours	RHNS	Hours	(Specify)	Hours
<b>*B. Direct care consultants paid on a fee for service basis in lieu of salary (For all such services complete Schedule B1)</b>						
1. Dietitian	16,200	405				
2. Dentist	8,720	58				
3. Pharmacist	1,071	16				
4. Podiatrist	300	3				
5. Physical Therapy						
a. Resident Care						
b. Other						
6. Social Worker						
7. Recreation Worker						
8. Physicians						
a. Medical Director (entire facility)	14,400	382				
b. Utilization Review (Title 18 and 19 only) monthly meeting						
c. Resident Care**						
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	1,800	5				
b. Other						
10. Occupational Therapist						
a. Resident Care	850					
b. Other						
11. Nurses and aides and attendants						
a. RN						
1. Direct Care						
2. Administrative***	21,938	2,089				
b. LPN						
1. Direct Care	2,973	103				
2. Administrative***						
c. Aides	12,529	446				
d. Other						
12. Other (Specify) See Attached Schedule						
<b>B-13 Total Fees Paid in Lieu of Salaries</b>	<b>80,781</b>	<b>3,507</b>				

\* 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 Newtown Rehabilitation & Health Care Center		License No. 10207	Report for Year Ended 9/30/2018	Page 14	of 37
Name & Address of Individual	Full Explanation of Service	Related** to Owners, Operators, Officers		Explanation of Relationship	
		Yes	No		
SDX Swallowing Diagnostics, PO Box 484, Avon, CT 06001	Speech Therapy	<input type="radio"/>	<input checked="" type="radio"/>		
Key Personnel, PO Box 404, north Haven, CT 06473	Nurse Pool	<input type="radio"/>	<input checked="" type="radio"/>		
Integrative Health Care, 48 Skyview Drive, Trumbull, CT 06611	Nursing consulting	<input type="radio"/>	<input checked="" type="radio"/>		
Procure LTC, 111 Executive Blvd, Farmingdale, NY 11735	Pharmacist	<input checked="" type="radio"/>	<input type="radio"/>	Common Owners: Minority Interest	
Symbria Rehab, 28100 Torch Parkway, Suite 600, Warrenville, IL	Occupational Therapist	<input type="radio"/>	<input checked="" type="radio"/>		
Robert Larosa, DDS, 375 Main Street, Woodbury, CT 06798	Dental Consulting	<input type="radio"/>	<input checked="" type="radio"/>		
New Haven Foot and Ankle Group	Podiatrist	<input type="radio"/>	<input checked="" type="radio"/>		
Western CT Medical Group, 14 Research Drive, Bethel, CT 06801	Medical Director	<input type="radio"/>	<input checked="" type="radio"/>		
Stephanie Holinko, 7 Arden Road, Trumbull, CT 06611	Dietitian Consultant	<input type="radio"/>	<input checked="" type="radio"/>		
Heather Milligan, 8 Ardi Court, Sandy Hook, CT 06482	Dietitian Consultant	<input type="radio"/>	<input checked="" type="radio"/>		
Jenny Starr, 59 Housatonic Ave, Stratford, CT 06615	Dietitian Consultant	<input type="radio"/>	<input checked="" type="radio"/>		
Lynn Tubridy, 108 Windy Road, Trumbull, CT 06611	Dietitian Consultant	<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		
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		<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		
		<input type="radio"/>	<input checked="" type="radio"/>		

\* 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
Newtown Rehabilitation & Health Care Center	10207	9/30/2018	15	37
Item	Total	CCNH	RHNS	(Specify)
1. Administrative and General				
a. Employee Health & Welfare Benefits				
1. Workmen's Compensation	\$ 77,331	77,331		
2. Disability Insurance	\$			
3. Unemployment Insurance	\$ 84,590	84,590		
4. Social Security (F.I.C.A.)	\$ 196,373	196,373		
5. Health Insurance	\$ 301,865	301,865		
6. Life Insurance (employees only) (not-owners and not-operators)	\$			
7. Pensions (Non-Discriminatory) (not-owners and not-operators)	\$ 19,058	19,058		
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*	\$			
d. Accounting and Auditing	\$			
e. Legal ( <i>Services should be fully described on Page 7</i> )	\$			
f. Insurance on Lives of Owners and Operators ( <i>Specify</i> )*	\$			
g. Office Supplies	\$ 33,549	33,549		
h. Telephone and Cellular Phones				
1. Telephone & Pagers	\$ 3,309	3,309		
2. Cellular Phones	\$ 356	356		
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*	\$			
2. Other ( <i>Specify</i> ) See Attached Schedule	\$ -			
3. Resident Day User Fee	\$ 274,059	274,059		
<b>Subtotal</b>	\$ 990,490	990,490		

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

(Carry Subtotals forward to next page)

**\*\*\* DO NOT Include Holiday Parties / Awards / Gifts to Staff**

**Schedule of Other Employee Benefits**

<b>Description</b>	<b>CCNH</b>	<b>RHNS</b>	<b>(Specify)</b>
<b>Total</b>	\$ -	\$ -	\$ -

-----

**Schedule of Other Taxes**

<b>Description</b>	<b>CCNH</b>	<b>RHNS</b>	<b>(Specify)</b>
<b>Total</b>	\$ -	\$ -	\$ -

-----

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

Name of Facility	License No.	Report for Year Ended		Page	of
Newtown Rehabilitation & Health Care Center	10207	9/30/2018		16	37
Item	Total	CCNH	RHNS	(Specify)	
<b>Subtotals Brought Forward:</b>		990,490	990,490		
l. Travel and Entertainment					
1. Resident Travel and Entertainment	\$				
2. Holiday Parties for Staff	\$ 631	631			
3. Gifts to Staff and Residents	\$ 1,117	1,117			
4. Employee Travel	\$ 144	144			
5. Education Expenses Related to Seminars and Conventions	\$ 849	849			
6. Automobile Expense ( <i>not purchase or depreciation</i> )	\$ 5,545	5,545			
7. Other ( <i>Specify</i> ) See Attached Schedule	\$				
m. Other Administrative and General Expenses					
1. Advertising Help Wanted ( <i>all such expenses</i> )	\$ 2,057	2,057			
2. Advertising Telephone Directory ( <i>all such expenses</i> )***	\$				
3. Advertising Other ( <i>Specify</i> )*** See Attached Schedule	\$ 2,622	2,622			
4. Fund-Raising***	\$				
5. Medical Records	\$ 278	278			
6. Barber and Beauty Supplies (if this service is supplied directly and not by contract or fee for service)***	\$				
7. Postage	\$ 2,991	2,991			
* 8. Dues and Membership Fees to Professional Associations ( <i>Specify</i> ) See Attached Schedule	\$ 2,610	2,610			
8a. Dues to Chamber of Commerce & Other Non-Allowable Org.***	\$				
9. Subscriptions	\$				
10. Contributions*** See Attached Schedule	\$				
11. Services Provided by Contract ( <i>Specify and Complete Schedule C-2, Page 21 for each firm or individual</i> )	\$				
12. Administrative Management Services**	\$ 100,472	100,472			
13. Other ( <i>Specify</i> ) See Attached Schedule	\$ 41,928	41,928			
<b>C-14 Total Administrative &amp; General Expenditures</b>	\$ 1,151,734	1,151,734			

\* 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)
<b>Total Other Travel and Entertainment</b>	\$ -	\$ -	\$ -

Schedule of Other Advertising

Description	CCNH	RHNS	(Specify)
Promotional	\$ 2,622		
<b>Total Other Advertising</b>	\$ 2,622	\$ -	\$ -

Schedule of Dues

Description	CCNH	RHNS	(Specify)
CAHCF	\$ 2,610		
<b>Total Dues</b>	\$ 2,610	\$ -	\$ -

Schedule of Contributions

Description	CCNH	RHNS	(Specify)
<b>Total Contributions</b>	\$ -	\$ -	\$ -

Schedule of Other Administrative and General

Description	CCNH	RHNS	(Specify)
Bank Charges	\$ 1,031		
Payroll Processing Fees	\$ 14,905		
Employee Physicals	\$ 4,469		
	\$ -		
Compliance Consulting	\$ 2,300		
Data Processing	\$ 17,974		
Licenses	\$ 1,249		
<b>Total Other Administrative and General</b>	\$ 41,928	\$ -	\$ -

**Schedule C-1 - Management Services\***

Name of Facility	License No.	Report for Year Ended	Page of
Newtown Rehabilitation & Health Care C	10207	9/30/2018	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	152,231		See Below
Allocation of the above	100,472	Admin/Gen 66%	Pg 16, Line 12
Allocation of the above	24,357	Indirect 16%	Pg 20 Line 5k
Allocation of the above	27,402	Direct 18%	Pg 20, Line 5J

\* 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.

**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
Newtown Rehabilitation & Health Care Center		10207	9/30/2018		18	37
Item		Total	CCNH	RHNS	(Specify)	
2. Dietary						
a. In-House Preparation & Service						
1.	Raw Food	\$ 95,460	95,460			
2.	Non-Food Supplies	\$ 23,683	23,683			
3.	Other (Specify) _____	\$				
b. Purchased Services (by contract other than through Management Services) (Complete Schedule C-2 att. Page 21)		\$				
c. Other (Specify) _____		\$				
<b>2D. Total Dietary Expenditures (2a + b + c + d)</b>		<b>\$ 119,143</b>	<b>119,143</b>			
2F. Dietary Questionnaire		Total	CCNH	RHNS	(Specify)	
G.	Resident Meals: Total no. of meals served per day:*	371	371			
H.	Is cost of employee meals included in 2E? <input type="radio"/> Yes <input checked="" type="radio"/> No					
I.	Did you receive revenue from employees? <input type="radio"/> Yes <input checked="" type="radio"/> No				If yes, specify amt.	
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 type="radio"/> Yes <input checked="" type="radio"/> No				If yes, specify cost.	
L.	Is any revenue collected from these people? <input type="radio"/> Yes <input checked="" type="radio"/> No				If yes, specify amt.	
M.	Where is the revenue received reported in the Cost Report? (Page/Line Item)				Pg 18, ln 2a1	
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="radio"/> Yes <input checked="" type="radio"/> No				If yes, specify cost.	
O.	Is any revenue collected from employees? <input type="radio"/> Yes <input checked="" type="radio"/> No				If yes, specify amt.	
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.



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

Name of Facility Newtown Rehabilitation & Health Care Center		License No. 10207	Report for Year Ended 9/30/2018	Page 19	of 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. \$	2,149	2,149	
b. Purchased Services (by contract other than through Management Services) (Complete Schedule C-2 att. Page 21)		\$	27,858	27,858	
c. Other (Specify) Supplies = \$1,731		\$	1,731	1,731	
3D. <b>Total Laundry Expenditures</b> (3a + b + c)		\$	31,738	31,738	
3F. Laundry Questionnaire					
G. Is cost of employee laundry included in 3E?		<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, specify cost.	
H. Did you receive revenue from employees?		<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, specify amt.	
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="radio"/> Yes	<input checked="" type="radio"/> No	If yes, specify cost.	
K. Did you receive revenue from these people?		<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, specify amt.	
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.

\*\*\* 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		License No.	Report for Year Ended		Page	of
Newtown Rehabilitation & Health Care Center		10207	9/30/2018		20	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. \$	13,649	13,649		
b.	Purchased Services ( <i>by contract other than through Management Services</i> ) ( <i>Complete Schedule C-2 att. Page 21</i> )	Sq. Ft. Serviced by Personnel				
		Amt. \$				
C.	Other ( <i>Specify</i> )	\$				
4D.	<b>Total Housekeeping Expenditures</b> (4a + b + c)	\$	13,649	13,649		
5.	Resident Care (Supplies)**					
a.	Prescription Drugs***					
1.	Own Pharmacy	\$				
2.	Purchased from Procure LTC	\$	76,542	76,542		
b.	Medicine Cabinet Drugs	\$	7,640	7,640		
c.	Medical and Therapeutic Supplies	\$	62,441	62,441		
d.	Ambulance/Limousine***	\$				
e.	Oxygen					
1.	For Emergency Use	\$				
2.	Other***	\$	3,686	3,686		
f.	X-rays and Related Radiological Procedures***	\$	2,846	2,846		
g.	Dental ( <i>Not dentists who should be included under salaries or fees</i> )	\$				
h.	Laboratory***	\$	10,049	10,049		
i.	Recreation	\$	6,303	6,303		
j.	Direct Management Services*	\$	27,402	27,402		
k.	Indirect Management Services*	\$	24,357	24,357		
l.	Other (Specify)**** See Attached Schedule	\$	11,717	11,717		
5M.	<b>Total Resident Care Expenditures</b> (5a - 5j)	\$	232,983	232,983		

\* 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)
Medical Equip Rentals-Medicaid	\$ 593		
Physical Therapy Supplies	\$ 1,532		
	\$ -		
Oxygen Concentrator Rentals	\$ 4,872		
Cable TV Fees	\$ 4,456		
Medical Equip Rentals-Other	\$ 264		
<b>Total Other Resident Care</b>	<b>\$ 11,717</b>	<b>\$ -</b>	<b>\$ -</b>

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

Name of Facility Newtown Rehabilitation & Health Care Center			License No. 10207	Report for Year Ended 9/30/2018			Page of 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
Procure LTC	111 Executive Blvd, Farmingdale, NY 11735	<input checked="" type="radio"/>	<input type="radio"/>	Common Owners: Minority Interest	Pharmacy	38,119			20	5a2
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							
		<input type="radio"/>	<input checked="" type="radio"/>							

\* 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	License No.	Report for Year Ended			Page	of
Newtown Rehabilitation & Health Care Center	10207	9/30/2018			22	37
Item	Total	CCNH	RHNS	(Specify)		
6. Maintenance & Operation of Plant						
a. Repairs & Maintenance	\$ 50,176	50,176				
b. Heat	\$ 10,915	10,915				
c. Light & Power	\$ 46,285	46,285				
d. Water	\$ 1,815	1,815				
e. Equipment Lease ( <i>Provide detail on page 6</i> )	\$ 7,133	7,133				
f. Other ( <i>itemize</i> )	\$ 23,733	23,733				
See Attached Schedule						
6g. <b>Total Maint. &amp; Operating Expense</b> (6a - 6f)	\$ 140,057	140,057				
7. Depreciation ( <i>complete schedule page 23*</i> )						
a. Land Improvements	\$					
b. Building & Building Improvements	\$					
c. Non-Movable Equipment	\$					
d. Movable Equipment	\$ 87,038	87,038				
*7e. <b>Total Depreciation Costs</b> (7a + b + c + d)	\$ 87,038	87,038				
8. Amortization ( <i>Complete att. Schedule Page 24*</i> )						
a. Organization Expense	\$					
b. Mortgage Expense	\$					
c. Leasehold Improvements	\$ 3,126	3,126				
d. Other ( <i>Specify</i> )	\$					
*8e. <b>Total Amortization Costs</b> (8a + b + c + d)	\$ 3,126	3,126				
9. Rental payments on leased real property less real estate taxes included in item 10b	\$ 263,521	263,521				
10. Property Taxes						
a. Real estate taxes paid by owner	\$					
b. Real estate taxes paid by lessor	\$ 30,766	30,766				
c. Personal property taxes	\$					
11. <b>Total Property Expenses</b> (7e + 8e + 9 + 10)	\$ 384,451	384,451				

\* 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	\$ 7,819		
Rubbish Removal	\$ 8,878		
	\$ -		
Supplies	\$ 7,036		
<b>Total Other Repairs and Maintenance</b>	<b>\$ 23,733</b>	<b>\$ -</b>	<b>\$ -</b>

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### Depreciation Schedule

Name of Facility Newtown Rehabilitation & Health Care Center				License No. 10207			Report for Year Ended 9/30/2018			Page 23	of 37			
Property Item				Historical Cost Exclusive of Land	Less Salvage Value	Cost to Be Depreciated	Accumulated Depreciation to Beginning of Year's Operations	Method of Computing Depreciation	Useful Life	Depreciation for This Year	Totals			
<b>A. Land Improvements</b>														
1. Acquired prior to this report period														
2. Disposals (attach schedule)														
3. Acquired during this report period (attach schedule)														
A-4. Subtotal														
<b>B. Building and Building Improvements</b>														
1. Acquired prior to this report period														
2. Disposals (attach schedule)														
3. Acquired during this report period (attach schedule)														
B-4. Subtotal														
<b>C. Non-Movable Equipment</b>														
1. Acquired prior to this report period														
2. Disposals (attach schedule)														
3. Acquired during this report period (attach schedule)														
C-4. Subtotal														
				Is a mileage logbook maintained?	Date of Acquisition		Historical Cost Exclusive of Land	Less Salvage Value	Cost to Be Depreciated	Accumulated Depreciation to Beginning of Year's Operations	Method of Computing Depreciation	Useful Life	Depreciation for This Year	Totals
				Yes	No	Month	Year							
<b>D. Movable Equipment</b>														
1. Motor Vehicles (Specify name, model and year of each vehicle)														
a.				yes		6	18	30,000	30,000		sl	5	3,000	
b.														
c.														
d.														
2. Movable Equipment														
a. Acquired prior to this report period											S/L	Various		
b. Disposals (attach schedule)														
c. Acquired during this report period (attach schedule)						9	2018	775,676	775,676		SL	Various	84,038	
D-3. Subtotal														87,038
<b>E. Total Depreciation</b>														87,038

Schedule of Land Improvements Acquired during this report period

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

\*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
<b>Additions:</b>				
<b>Total additions for Building Improvements</b>		\$ -		\$ - *
<b>Deletions:</b>				
<b>Total deletions for Building Improvements</b>		\$ -		\$ - **

\*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
<b>Additions:</b>				
<b>Total additions for Non-Movable Equipment</b>		\$ -		\$ - *
<b>Deletions:</b>				
<b>Total deletions for Non-Movable Equipment</b>		\$ -		\$ - **

\*Ties to Page 23, Line C3

\*\*Ties to Page 23, Line C2



Schedule of Movable Equipment Acquired during this report period

Acquisition Date	Description of Item	Cost	Useful Life	Depreciation
<b>Additions:</b>				
various	see attached	\$ 775,676	various	\$ 84,038
<b>Total additions for Movable Equipment</b>		\$ 775,676		\$ 84,038 *
<b>Deletions:</b>				
<b>Total deletions for Movable Equipment</b>		\$ -		\$ - **

\*Ties to Page 23, Line D2c

\*\*Ties to Page 23, Line D2b

Schedule of Leasehold Improvements Acquired during this report period

Acquisition Date	Description of Item	Cost	Useful Life	Depreciation
<b>Additions:</b>				
various	see attached	\$ 63,212	various	\$ 3,126
<b>Total additions for Leasehold Improvement</b>		\$ 63,212		\$ 3,126 *
<b>Deletions:</b>				
<b>Total deletions for Leasehold Improvement</b>		\$ -		\$ - **

\*Ties to Page 24, Line C3

\*\*Ties to Page 24, Line C2





### Amortization Schedule\*

Name of Facility Newtown Rehabilitation & Health Care Center			License No. 10207		Report for Year Ended 9/30/2018			Page 24	of 37
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 for This Year	Totals
	Month	Year							
<b>A. Organization Expense</b>									
1.									
2.									
3.									
A-4. Subtotal									
<b>B. Mortgage Expense</b>									
1.									
2.									
3.									
B-4. Subtotal									
<b>C. Leasehold Improvements and Other</b>									
1. Acquired prior to this report period		2018							
2. Disposals (attach schedule)									
3. Acquired during this report period (attach schedule)	9	2018		63,212		sl	various	3,126	
C-4. Subtotal									3,126
<b>D. Total Amortization</b>									3,126

\* 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.

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

Name of Facility Newtown Rehabilitation & Health Care	License No. 10207	Report for Year Ended 9/30/2018	Page 25	of 37
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**11. Property Questionnaire**

**Part A**

Is the property either owned by the Facility or leased from a Related Party?\*

Yes  No

If "Yes," complete Part B.  
If "No," complete Part C.

\*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.

Description	Total			
1. Date Land Purchased				
2. Date Structure Completed				
3. If NOT Original Owner, Date of Purchase	06/01/18			
4. Date of Initial Licensure				
5. Total Licensed Bed Capacity	154			
6. Square Footage				
7. Acquisition Cost				
a. Land				
b. Building				

**Part B - Owner and Related Parties**

	1st Mortgage	2nd Mortgage	3rd Mortgage	4th Mortgage
1. Financing				
a. Type of Financing (e.g., fixed, variable)	HUD			
b. Date Mortgage Obtained	06/01/18			
c. Interest Rate for the Cost Year	6.18%			
d. Term of Mortgage (number of years)	4 yrs			
e. Amount of Principal Borrowed	13,500,000			
f. Principal balance outstanding as of	13,500,000			
<b>Complete if Mortgage was Refinanced During Current Cost Year</b>				
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		License No.	Report for Year Ended		Page	of
Newtown Rehabilitation & Health C		10207	9/30/2018		26	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	
Newtown Rehabilitation & Health		10207		9/30/2018		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)				\$	449	449	
A. Item		Rate	Amount				
Phone system							
Lender							
Var Tech							
Address of Lender							
PO Box 10306, Des Moines IA							
B. Item		Rate	Amount				
Lender							
Address of Lender							
12. C. 3. Total Movable Equipment Interest Expense (C1 + 2)				\$	449	449	
12. D. Other Interest Expense (Specify)				\$	2,741	2,741	
Vendor Interest = \$2,741							
13. Total All Interest Expense (12B7 + 12C3 + 12D)				\$	3,190	3,190	
14. Insurance							
a. Insurance on Property (buildings only)				\$	11,712	11,712	
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)				\$	11,712	11,712	
15. Total All Expenditures (A-13 thru C-14)				\$	4,822,827	4,822,827	

### D. Adjustments to Statement of Expenditures

Name of Facility				License No.	Report for Year Ended	Page	of
Newtown Rehabilitation & Health Care Center				10207	9/30/2018	28	37
Item No.	Page No.	Line No.	Item Description	Total Amount of Decrease	CCNH	RHNS	(Specify)
<b>Page 10 - Salaries and Wages</b>							
1.			Outpatient Service Costs	\$			
2.			Salaries not related to Resident Care	\$			
3.			Occupational Therapy	\$ 40,850	40,850		
4.			Other - See attached Schedule	\$			
<b>Page 13 - Professional Fees</b>							
5.			Resident Care Physicians **	\$			
6.			Occupational Therapy	\$ 850	850		
7.			Other - See attached Schedule	\$			
<b>Pages 15 &amp; 16 - Administrative and General</b>							
8.			Discriminatory Benefits	\$			
9.			Bad Debts	\$			
10.			Accounting	\$			
10a.			Legal	\$			
11.			Telephone	\$			
12.			Cellular Telephone	\$ 256	256		
13.			Life insurance premiums on the life of Owners, Partners, Operators	\$			
14.			Gifts, flowers and coffee shops	\$ 1,117	1,117		
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.			Unallowable Advertising *	\$ 2,622	2,622		
19.			Income Tax / Corporate Business Tax	\$			
20.			Fund Raising / Contributions	\$			
21.			Unallowable Management Fees	\$ 56,987	56,987		
22.			Barber and Beauty	\$			
23.			Other - See attached Schedule	\$ 3,331	3,331		
<b>Page 18 - Dietary Expenditures</b>							
24.			Meals to employees, guests and others who are not residents	\$			
<b>Page 19 - Laundry Expenditures</b>							
25.			Laundry services to employees, guests and others who are not residents	\$			
<b>Page 20 - Housekeeping Expenditures</b>							
26.			Housekeeping services to employees, guests and others who are not residents	\$			
Subtotal (Items 1 - 26)				\$ 106,013	106,013		

\* 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.



Schedule of Other Salaries Adjustment

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
<b>Total Other Salaries Adjustment</b>			\$ -	\$ -	\$ -

Schedule of Fees Adjustments

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
<b>Total Other Fees Adjustments</b>			\$ -	\$ -	\$ -

Schedule of Other A&G Adjustments

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
16	M13	Bank Charges	\$ 1,031		
16	M13	Compliance Consulting	\$ 2,300		
<b>Total Other A&amp;G Adjustments</b>			\$ 3,331	\$ -	\$ -

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

Name of Facility			License No.	Report for Year Ended	Page	of	
Newtown Rehabilitation & Health Care Center			10207	9/30/2018	29	37	
Item No.	Page No.	Line No.	Item Description	Total Amount of Decrease	CCNH	RHNS	(Specify)
Subtotals Brought Forward				\$ 106,013	106,013		
<b>Page 20 - Resident Care Supplies***</b>							
27.			Prescription Drugs	\$ 76,542	76,542		
28.			Ambulance/Limousine	\$			
29.			X-rays, etc	\$ 2,846	2,846		
30.			Laboratory	\$ 10,049	10,049		
31.			Medical Supplies	\$ 12,700	12,700		
32.			Oxygen (non emergency)	\$ 3,686	3,686		
33.			Occupational Therapy	\$			
34.			Other - See Attached Schedule	\$ 37,488	37,488		
<b>Page 22 - Maintenance and Property</b>							
35.			Excess Movable Equipment Depreciation See Attached Schedule	\$ 69,326	69,326		
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	\$			
<b>Page 27 - Insurance</b>							
40.			Mortgage Insurance	\$			
41.			Property Insurance	\$			
<b>Other - Miscellaneous</b>							
42.			Other - Indirect	\$			
43.			Interest Income on Account Rec.	\$			
44.			Other - Miscellaneous Administrative	\$			
45.			Management Fees Direct	\$			
46.			Management Fees Indirect	\$			
47.			Other - Direct	\$			
<b>Not For Profit Providers Only</b>							
48.			Building/Non Movable Eq. Depreciation Unallowable Building Interest - See Attached Schedule	\$			
<b>49. Total Amount of Decrease (Items 1 - 48)</b>				\$ 318,650	318,650		

\*\*\* 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	\$ 264		
20	5b	Ebox	\$ 4,611		
20	5j	Radio & Television Revenue	\$ 3,256		
			0 \$ -		
			0 \$ -		
			0 \$ -		
			0 \$ -		
			0 \$ -		
20	5K	Unallowable Management Fees.....-Indirect Care	\$ 13,815		
20	5j	Unallowable Management Fees.....-Direct Care	\$ 15,542		
<b>Total Other Ancillary Costs</b>			<b>\$ 37,488</b>	<b>\$ -</b>	<b>\$ -</b>

**Schedule of Excess Movable Equipment Depreciation**

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
22	7f	Movable Equip Depr Carryforward AJE	\$ 69,326		
<b>Total Excess Movable Equipment Depreciation</b>			<b>\$ 69,326</b>	<b>\$ -</b>	<b>\$ -</b>

**Schedule of Other Property Adjustments**

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
<b>Total Other Property Adjustments</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Page Ref	Line Ref	Description	CCNH	RHNS	(Specify)
<b>Total Other Adjustments</b>			\$ -	\$ -	\$ -

Schedule of Unallowable Building Interest

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

**F. Statement of Revenue**

Name of Facility	License No.	Report for Year Ended			Page	of
Newtown Rehabilitation & Health Care C 10207		9/30/2018			30	37
Item	Total	CCNH	RHNS	(Specify)		
<b>I. Resident Room, Board &amp; Routine Care Revenue</b>						
1. a. Medicaid Residents ( <i>CT only</i> )	\$ 5,101,970	5,101,970				
b. Medicaid Room and Board Contractual Allowance **	\$ (2,265,930)	(2,265,930)				
2. a. Medicaid ( <i>All other states</i> )	\$					
b. Other States Room and Board Contractual Allowance **	\$					
3. a. Medicare Residents ( <i>all inclusive</i> )	\$ 712,530	712,530				
b. Medicare Room and Board Contractual Allowance **	\$ 152,895	152,895				
4. a. Private-Pay Residents and Other	\$ 986,065	986,065				
b. Private-Pay Room and Board Contractual Allowance **	\$ (38,784)	(38,784)				
<b>II. Other Resident Revenue</b>						
1. a. Prescription Drugs - Medicare	\$ 52,310	52,310				
b. Prescription Drugs - Medicare Contractual Allowance **	\$ (52,310)	(52,310)				
c. Prescription Drugs - Non-Medicare	\$ 26,729	26,729				
d. Prescription Drugs - Non-Medicare Contractual Allowance **	\$ (26,729)	(26,729)				
2. a. Medical Supplies - Medicare	\$					
b. Medical Supplies - Medicare Contractual Allowance **	\$					
c. Medical Supplies - Non-Medicare	\$ 616	616				
d. Medical Supplies - Non-Medicare Contractual Allowance **	\$ (616)	(616)				
3. a. Physical Therapy - Medicare	\$ 274,730	274,730				
b. Physical Therapy - Medicare Contractual Allowance **	\$ (212,055)	(212,055)				
c. Physical Therapy - Non-Medicare	\$ 51,150	51,150				
d. Physical Therapy - Non-Medicare Contractual Allowance **	\$ (50,550)	(50,550)				
4. a. Speech Therapy - Medicare	\$ 77,445	77,445				
b. Speech Therapy - Medicare Contractual Allowance **	\$ (48,752)	(48,752)				
c. Speech Therapy - Non-Medicare	\$ 2,720	2,720				
d. Speech Therapy - Non-Medicare Contractual Allowance **	\$ (2,720)	(2,720)				
5. a. Occupational Therapy - Medicare	\$ 236,762	236,762				
b. Occupational Therapy - Medicare Contractual Allowance **	\$ (204,621)	(204,621)				
c. Occupational Therapy - Non-Medicare	\$ 45,050	45,050				
d. Occupational Therapy - Non-Medicare Contractual Allowance **	\$ (45,050)	(45,050)				
6. a. Other ( <i>Specify</i> ) - Medicare	\$					
b. Other ( <i>Specify</i> ) - Non-Medicare	\$					
<b>III. Total Resident Revenue (Section I. thru Section II.)</b>	\$ 4,772,855	4,772,855				
<b>IV. Other Revenue*</b>						
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 ( <i>Specify</i> )	\$					
6. Private Duty Nurses' Fees	\$					
7. Barber, Coffee, Beauty and Gift shops	\$					
8. Other ( <i>Specify</i> )	\$					
<b>V. Total Other Revenue (1 thru 8)</b>	\$					
<b>VI. Total All Revenue (III +V)</b>	\$ 4,772,855	4,772,855				

\* 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)
<b>Total Other Resident Revenue - Medicare</b>		\$ -	\$ -	\$ -

**Schedule of Other Non-Medicare Resident Revenue**

**Related Exp**

Page Ref	Description	CCNH	RHNS	(Specify)
<b>Total Other Resident Revenue</b>		\$ -	\$ -	\$ -

**Interest Income**

**Account**

Page Ref	Account	Balance	CCNH	RHNS	(Specify)
<b>Total Interest Income</b>			\$ -	\$ -	\$ -

**Schedule of Other Revenue**

Page Ref	Description	CCNH	RHNS	(Specify)
<b>Total Other Revenue</b>		\$ -	\$ -	\$ -

### G. Balance Sheet

Name of Facility	License No.	Report for Year Ended	Page	of
Newtown Rehabilitation & Health Care	10207	9/30/2018	31	37
Account			Amount	
<b>Assets</b>				
A. Current Assets				
1. Cash ( <i>on hand and in banks</i> )			\$	209,198
2. Resident Accounts Receivable (Less Allowance for Bad Debts)			\$	2,103,040
3. Other Accounts Receivable (Excluding Owners or Related Parties)			\$	
4 Inventories			\$	6,461
5. Prepaid Expenses			\$	52,185
a. Prepaid Insurance	50,494			
b. Prepaid Expense - copier leases	1,691			
c. _____				
d. See Schedule				
6. Interest Receivable			\$	
7. Medicare Final Settlement Receivable			\$	
8. Other Current Assets ( <i>itemize</i> )			\$	
_____				
_____				
See Schedule				
<b>A-9. Total Current Assets</b> (Lines A1 thru 8)			\$	2,370,884
B. Fixed Assets				
1. Land			\$	
2. Land Improvements	*Historical Cost _____		\$	
	Accum. Depreciation _____	Net		
3. Buildings	*Historical Cost _____		\$	
	Accum. Depreciation _____	Net		
4. Leasehold Improvements	*Historical Cost <u>63,212</u>		\$	60,086
	Accum. Depreciation <u>3,126</u>	Net		
5. Non-Movable Equipment	*Historical Cost _____		\$	
	Accum. Depreciation _____	Net		
6. Movable Equipment	*Historical Cost <u>151,743</u>		\$	67,705
	Accum. Depreciation <u>84,038</u>	Net		
7. Motor Vehicles	*Historical Cost <u>30,000</u>		\$	27,000
	Accum. Depreciation <u>3,000</u>	Net		
8. Minor Equipment-Not Depreciable			\$	
9. Other Fixed Assets ( <i>itemize</i> )			\$	623,932
Excluded Movable Equipment	623,932			
See Schedule				
<b>B-10. Total Fixed Assets</b> (Lines B1 thru 9)			\$	778,723

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

(Carry Total forward to next page)

Schedule of Prepaid Expenses Page 31 Line A5

Page Ref	Line Ref	Description	
Total Prepaid Expenses			\$ -

Schedule of Other Current Assets (Itemize) Page 31 Line A8

Page Ref	Line Ref	Description	
Total Other Current Assets (Itemize)			\$ -

Schedule of Other Fixed Assets (Itemize) Page 31 Line B9

Page Ref	Line Ref	Description	
Total Other Other Fixed Assets (Itemize)			\$ -

Schedule of Other Assets Page 32 Line D7

Page Ref	Line Ref	Description	
Total Other Assets			\$ -

Schedule of Notes Payable (Itemize) Page 33 Line A2

Page Ref	Line Ref	Description	
Total Notes Payable			\$ -

Schedule of Other Current Liabilities (Itemize) Page 33 Line A12

Page Ref	Line Ref	Description	
Total Other Current Liabilities (Itemize)			\$ -

Schedule of Other Long-Term Liabilities (Itemize) Page 34 Line B4

Page Ref	Line Ref	Description	
Total Other Current Liabilities (Itemize)			\$ -



**Newtown Rehab**

Cost Year		Amount	amount	Amount	Totals
		2018 Resident Room Televisions	2018 motor vehicle depr	2018 Equipment - change of ownership	
	Cost Term	\$ 3,257 5.00	\$ 30,000 5.00	\$ 660,000 5.00	\$ 693,257
2018	Deprec	\$ 326	\$ 3,000	\$ 66,000	\$ 69,326
2018	Book Value	\$ 2,932	\$ 27,000	\$ 594,000	\$ 623,932
2019	Deprec	\$ 651	\$ 6,000	\$ 132,000	\$ 138,651
2019	Book Value	\$ 2,281	\$ 21,000	\$ 462,000	\$ 485,281
2020	Deprec	\$ 651	\$ 6,000	\$ 132,000	\$ 138,651
2020	Book Value	\$ 1,630	\$ 15,000	\$ 330,000	\$ 346,630
2021	Deprec	\$ 651	\$ 6,000	\$ 132,000	\$ 138,651
2021	Book Value	\$ 979	\$ 9,000	\$ 198,000	\$ 207,979
2022	Deprec	\$ 651	\$ 6,000	\$ 132,000	\$ 138,651
2022	Book Value	\$ 328	\$ 3,000	\$ 66,000	\$ 69,328
2023	Deprec	\$ 328	\$ 3,000	\$ 66,000	\$ 69,328
2023	Book Value	\$ -	\$ -	\$ -	\$ -
2024	Deprec				\$ -
2024	Book Value				\$ -
2025	Deprec				\$ -
2025	Book Value				\$ -
2026	Deprec				\$ -
2026	Book Value				\$ -
2027	Deprec				\$ -
2027	Book Value				\$ -
2028	Deprec				\$ -
2028	Book Value				\$ -
2029	Deprec				\$ -
2029	Book Value				\$ -
2030	Deprec				\$ -
2030	Book Value				\$ -
2031	Deprec				\$ -
2031	Book Value				\$ -
2032	Deprec				\$ -
2032	Book Value				\$ -
2033	Deprec				\$ -
2033	Book Value				\$ -
2034	Deprec				\$ -
2034	Book Value				\$ -
2035	Deprec				\$ -
2035	Book Value				\$ -
2036	Deprec				\$ -
2036	Book Value				\$ -
2037	Deprec				\$ -
2037	Book Value				\$ -
2038	Deprec				\$ -
2038	Book Value				\$ -
2039	Deprec				\$ -
2039	Book Value				\$ -

### G. Balance Sheet (cont'd)

Name of Facility Newtown Rehabilitation & Health Care	License No. 10207	Report for Year Ended 9/30/2018	Page 32	of 37
Account			Amount	
Total Brought Forward:			\$	3,149,607
C. Leasehold or like property recorded for Equity Purposes.				
1. Land				
\$				
2. Land Improvements				
		*Historical Cost _____		
		Accum. Depreciation _____	Net	\$
3. Buildings				
		*Historical Cost _____		
		Accum. Depreciation _____	Net	\$
4. Non-Movable Equipment				
		*Historical Cost _____		
		Accum. Depreciation _____	Net	\$
5. Movable Equipment				
		*Historical Cost _____		
		Accum. Depreciation _____	Net	\$
6. Motor Vehicles				
		*Historical Cost _____		
		Accum. Depreciation _____	Net	\$
7. Minor Equipment-Not Depreciable				
\$				
C-8 <b>Total Leasehold or Like Properties</b> (C1 thru 7)				
\$				
D. Investment and Other Assets				
1. Deferred Deposits				
\$				
2. Escrow Deposits				
\$				
3. Organization Expense				
		*Historical Cost _____		
		Accum. Depreciation _____	Net	\$
4. Goodwill (Purchased Only)				
\$ 2,389,485				
5. Investments Related to Resident Care ( <i>itemize</i> )				
\$				
6. Loans to Owners or Related Parties ( <i>itemize</i> )				
Name and Address		Amount	Loan Date	
Deferred Finance fees				
7. Other Assets ( <i>itemize</i> )				
\$ 90,959				
Project Development		90,959		
See Schedule				
D-8. <b>Total Investments and Other Assets</b> (Lines D1 thru 7)				
\$ 2,480,444				
D-9. <b>Total All Assets</b> (Lines A9 + B10 + C8 + D8)				
\$ 5,630,051				

\* 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 Newtown Rehabilitation & Health Care Cente		License No. 10207	Report for Year Ended 9/30/2018	Page 33	of 37
Account				Amount	
<b>Liabilities</b>					
A. Current Liabilities					
1. Trade Accounts Payable				\$	1,179,727
2. Notes Payable ( <i>itemize</i> )				\$	
_____					
_____					
See Schedule					
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> )				\$	329,875
5. Accrued Payroll ( <i>Owners and/or Stockholders only</i> )				\$	
6. Accrued Payroll Taxes Payable				\$	2,190
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> )				\$	41,648
11. Accrued Income Taxes*				\$	
12. Other Current Liabilities ( <i>itemize</i> )				\$	190,148
				Acc'd real estate tax	(61,532)
Acc'd Operating Expenses		43,587			
Acc'd Expense - CT Sales Tax		226			
Due to Medicaid-Provider Tax		207,867 See Schedule			
<b>A-13. Total Current Liabilities (Lines A1 thru 12)</b>				<b>\$</b>	<b>1,743,588</b>

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

(Carry Total forward to next page)

Newtown  
 Accrued Operating Expense - 2170  
 September 30, 2018

DESCRIPTION	DEBIT	CREDIT	BALANCE
Nursing supplies		\$3,921.19	\$3,921.19
Health Insurance		\$93.00	\$93.00
Health Insurance		\$7,811.40	\$7,811.40
Nursing supplies		\$16,797.28	\$16,797.28
equipment lease		\$4,352.22	\$4,352.22
Health Insurance		\$7,271.08	\$7,271.08
Management Fee adj		\$3,341.04	\$3,341.04
			\$0.00
			<b>\$43,587.21</b>

**G. Balance Sheet (cont'd)**

Name of Facility Newtown Rehabilitation & Health Care Ce		License No. 10207	Report for Year Ended 9/30/2018	Page 34	of 37
Account				Amount	
Total Brought Forward:				1,743,588	
<b>Liabilities (cont'd)</b>					
B. Long-Term Liabilities					
1. Loans Payable-Equipment ( <i>itemize</i> )					
				\$	77,074
Name of Lender	Purpose	Amount	Date Due		
Equipment Lease		77,074			
2. Mortgages Payable				\$	
3. Loans from Owners or Related Parties ( <i>itemize</i> )				\$	3,359,361
Name and Address of Lender	Amount	Loan Date			
Due to Related Party	3,344,594	None			
due to affiliates	14,767	None			
4. Other Long-Term Liabilities ( <i>itemize</i> )				\$	
_____					
_____					
See Schedule					
B-5. <b>Total Long-Term Liabilities</b> (Lines B1 thru 4)				\$	3,436,435
C. <b>Total All Liabilities</b> (Lines A-13 + B-5)				\$	5,180,023

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

Name of Facility	License No.	Report for Year Ended	Page	of
Newtown Rehabilitation & Health Ca	10207	9/30/2018	35	37
Account			Amount	
<b>A. Reserves</b>				
1. Reserve for value of leased land			\$	
2. Reserve for depreciation value of leased buildings and appurtenances to be amortized			\$	
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			\$	
<b>B. Net Worth</b>				
1. Owner's Capital			\$	
2. Capital Stock			\$	
3. Paid-in Surplus			\$	500,000
4. Treasury Stock			\$	
5. Cumulated Earnings			\$	
6. Gain or Loss for Period			\$	(49,972)
7. Total Net Worth			\$	450,028
<b>C. Total Reserves and Net Worth</b>			\$	450,028
<b>D. Total Liabilities, Reserves, and Net Worth</b>			\$	5,630,051

### H. Changes in Total Net Worth

Name of Facility	License No.	Report for Year Ended	Page	of	
Newtown Rehabilitation & Health Care	10207	9/30/2018	36	37	
Account			Amount		
A. Balance at End of Prior Period as shown on Report of 09/30/2017			\$		
B. Total Revenue <i>(From Statement of Revenue Page 30)</i>			\$ 4,772,855		
C. Total Expenditures <i>(From Statement of Expenditures Page 27)</i>			\$ 4,822,827		
D. Net Income or Deficit			\$ (49,972)		
E. Balance			\$ (49,972)		
F. Additions					
1. Additional Capital Contributed <i>(itemize)</i>					
Paid in	500,000				
2. Other <i>(itemize)</i>					
F-3. Total Additions			\$ 500,000		
G. Deductions					
1. Drawings of Owners/Operators/Partners <i>(Specify)</i>					
Name and Address <i>(No., City, State, Zip)</i>		Title	Amount		
2. Other Withdrawings <i>(Specify)</i>			\$		
Purpose		Amount			
3. Total Deductions			\$		
H. <b>Balance at End of Period</b>		09/30/18	\$ 450,028		

### I. Preparer's/Reviewer's Certification

Name of Facility Newtown Rehabilitation & Health Care	License No. 10207	Report for Year Ended 9/30/2018	Page 37	of 37
<i>Check appropriate category</i>				
<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)		
<b>Preparer/Reviewer Certification</b>				
<p>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.</p>				
Signature of Preparer 	Title CEO	Date Signed 2/15/19		
Printed Name of Preparer Athena Health Care Associates, Inc				
Address 135 South Road Farmington, CT 06032		Phone Number (860) 751-3900		