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GARDEN SPOT VILLAGE



A GARDEN SPOT COMMUNITY

DISCLOSURE STATEMENT

June 30, 2022

THE ISSUANCE OF A CERTIFICATE OF AUTHORITY DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OF ENDORSEMENT OF GARDEN SPOT VILLAGE BY THE PENNSYLVANIA DEPARTMENT OF INSURANCE, NOR IS IT EVIDENCE OF, NOR DOES IT ATTEST TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET OUT IN THE DISCLOSURE STATEMENT.

GARDEN SPOT VILLAGE

DISCLOSURE STATEMENT

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SUMMARY OF DISCLOSURE STATEMENT

The following is a summary of the information presented in this Disclosure Statement:

1. **The FACILITY**: Garden Spot Village, 433 South Kinzer Avenue, New Holland, PA 17557.
2. **THE PROVIDER**: Garden Spot Village, 433 South Kinzer Avenue, New Holland, PA 17557.
3. **ADMISSIONS CONTACT**: Director of Sales, Garden Spot Village, 433 South Kinzer Avenue, New Holland, PA 17557, Tel 717 355-6000.
4. **DESCRIPTION OF FACILITY**: Garden Spot Village is located on 220 acres in rural Earl Township and New Holland Borough, New Holland, Lancaster County, Pennsylvania. The campus includes 315 Cottages and Carriage Homes, 304 Apartments, 105 licensed Personal Care units and 73 licensed Skilled Care beds.
5. **REQUIREMENTS**: Admission is open to individuals who are at least 55 years of age.
6. **AFFILIATIONS**: Garden Spot Village is a controlled affiliate of Garden Spot Communities. Garden Spot Communities is the corporate “parent” and is the sole member of Garden Spot Village. Garden Spot Communities has certain reserved corporate powers over Garden Spot Village, and it provides management services to Garden Spot Village pursuant to the terms of a Management Services Agreement. Garden Spot Village and Garden Spot Village of Akron d/b/a Maple Farm, a 46 bed nursing facility located in Akron, PA, are related organizations. Garden Spot Village is a member of the Lancaster Conference of the Mennonite Church, Mennonite Health Services, Atlantic Coast Conference of Mennonite Church USA, Anabaptist Provider Group, LeadingAge PA, LeadingAge, the Lancaster Chamber of Commerce & Industry, and the Association of Households International.
7. **CURRENT RESIDENT POPULATION**: The facility became operational on April 15, 1996. The current resident population is 1,090 persons.
8. **FEES**: The following is a sample of the Entrance Fee and Monthly Fee for a typical one bedroom apartment and cottage (Standard, amortized over 4 years).

<u>FEE</u>	<u>SINGLE OCCUPANCY</u>	<u>DOUBLE OCCUPANCY</u>
Entrance Fee - 1 Bedroom Apt.	\$130,400	\$130,400
Entrance Fee – Standard End Cottage	\$233,400	\$233,400

<u>FEE</u>	<u>SINGLE OCCUPANCY</u>	<u>DOUBLE OCCUPANCY</u>
Monthly Fee - 1 Bedroom Apt. * Includes optional dining plan	*\$1,583	*\$2,107
Monthly Fee - Standard End Cottage	\$1,534	\$1,682

BACKGROUND

Garden Spot Village is a continuing care retirement community on 220 acres in rural Earl Township and New Holland Borough, Lancaster County. The address of the community is 433 South Kinzer Avenue, New Holland, PA, 17557. Garden Spot Village is a Pennsylvania nonprofit corporation with its principal office at 433 South Kinzer Avenue, New Holland, PA 17557. Garden Spot Village is affiliated with the Mennonite Church. The Mennonite Church is not, however, responsible for the debts or contractual obligations of Garden Spot Village.

Garden Spot Village is a controlled affiliate of Garden Spot Communities, a related Pennsylvania nonprofit corporation with its principal office located at 433 South Kinzer Avenue, New Holland, PA 17557. Garden Spot Communities is the sole member and corporate “parent” of Garden Spot Village. Garden Spot Communities exercises certain corporate powers over Garden Spot Village, including the power to appoint the Board of Directors of Garden Spot Village. Garden Spot Communities now provides certain services to Garden Spot Village pursuant to the terms of a Management Services Agreement, including administration, general management, human resources, information technology, marketing, and accounting services.

The Board of Directors of Garden Spot Village is vested with the authority to govern and manage the affairs of the community. The Officers and Directors serve on a voluntary basis and receive no remuneration for their activities as a Director or Officer. The names for each of the Officers and Directors are attached as Exhibit A.

DESCRIPTION

Garden Spot Village is situated on 220 acres in rural Earl Township and New Holland Borough, Lancaster County, Pennsylvania. The campus includes 315 independent living Cottages and Carriage Homes, 306 independent living Apartments, 65 traditional Personal Care apartments, 40 Memory Support Personal Care apartments, 73 licensed Skilled Care beds, 6 Dining Venues, wellness area with a pool and exercise facility and generous common spaces including the Village Square. Also included on the campus is a 49,947 square foot Outpatient Medical Center leased to a local non-profit hospital delivering a variety of services to both the Village and broader community. Garden Spot Village and Garden Spot Village of Akron d/b/a Maple Farm, a 46 bed nursing facility located on 65 acres in Akron, PA, are ~~organizations~~ organizations.

Several different Apartment types are offered at Garden Spot Village: studio, one bedroom, one bedroom with den, two bedrooms, two bedrooms with den and three bedrooms. Certain of the two and three bedroom apartments include two bathrooms, while other apartment types include one bath. Each apartment unit includes a full kitchen, with custom cabinetry, refrigerator, stove/oven, sink with garbage disposal, and microwave.

The Cottages are all two bedroom units with full kitchens as described above. Each cottage includes a one-car garage and glass enclosed sunroom with optional cement or stone patio. Some units also include two-car garages and cathedral ceilings. Many also have a loft with third bath and a walk-in closet.

Each Apartment, Cottage and Carriage Home includes:

- * Wall-to-wall carpet
- * Quality vinyl flooring in kitchens and bath(s)
- * Storage space
- * Washer and dryer
- * Individual temperature control
- * Other options upon request

SERVICES

Services are provided in accordance with the terms of the Garden Spot Village Resident Agreement a copy of which is provided by Garden Spot Village. Services provided by Garden Spot Village without additional charge include:

- * Grounds keeping, snow and trash removal, grass mowing
- * Maintenance of the apartments and cottages
- * Scheduled local transportation
- * 24 hour emergency response
- * Social and recreational activities
- * All utilities, except cable TV and telephone

Cottage and Carriage Home residents may purchase meals using their meal plan account in any of the dining venues. Starting with Section 3, The Resident Agreement provides additional details concerning services as well as optional services and building/equipment which are available for extra charges.

If residents require temporary or long term nursing care, Garden Spot Village assists in arranging for the resident's transfer to its nursing facility or the nursing facility of the resident's choice. The skilled nursing facilities include Garden Spot Village (73 beds divided between four "households") and Maple Farm (46 beds divided into two "households"). These environments are at the forefront of the "Culture Change" movement and provide a non-institutional environment for residents where a Person Centered Care philosophy is utilized.

In order to provide individuals the opportunity to age in the environment of their choice, Garden Spot Village also offers an Adult Day Services program that serves Garden Spot Village residents and residents of the larger community, as well as Garden Spot Village at Home, a home based services program that provides services to individuals in their residence. Garden Spot Village at Home provided approximately 9,900 hours of care in the past year. Additional details concerning home health care and personal care services are included in Section 5 of the Resident Agreement.

ENTRANCE FEES AND MONTHLY SERVICE FEES

Residents of Garden Spot Village pay a one time Entrance Fee and a recurring Monthly Service Fee. The first step in applying for residence at Garden Spot Village is to complete a Pre-Entrance Application form and payment of \$100.00 for an individual or \$150.00 for two persons. This fee is non refundable. The second step is to get on The Radar Screen. This involves defining which homes are of interest, and paying a single deposit equal to 10% of the entrance fee for the future resident’s highest priced choice.

The third step is a final payment equal to 100% of the Entrance fee, less the 10% paid as part of the second step. Under certain circumstances, such as death or serious illness that occur prior to occupancy, the paid entrance fees will be refunded, except the non-refundable portion and/or any costs incurred by Garden Spot Village as a result of special requests by the prospective resident. After occupancy, a portion of the Entrance Fee is refundable. See Exhibits D and E, for schedule of Entrance Fee amortization and Refund Plans. The monthly service fee may be adjusted upon written notice at least 30 days prior to the effective date of any adjustment to the monthly service fee as specified in Section 7.2D of the Resident Agreement.

Below is a table showing the annual increases in fees for each of the past five fiscal years:

Monthly Service Charge	Dollar Increases in Rates				
	07/01/2018- 06/30/2019	07/01/2019- 06/30/2020	07/01/2020- 06/30/2021	07/01/2021- 06/30/2022	07/01/2022- 06/30/2023
Effective Date	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
Apartments (1 Bedroom)	\$46	\$45	\$50	\$50	\$89
Cottages (Standard End)	43	45	51	55	111
Cottages (The Kraybill)	n/a	n/a	0	68	137
Personal Care Daily Rates *	6	5	7	7	15
Memory Support *	9	10	13	11	22
Skilled Care Daily Rates	11	20	19	22	37

* Rates for Level I services. Additional service levels are offered.

ESCROW AND RESERVE FUNDS

An Entrance Fee Escrow Account has been established as required by the Pennsylvania Continuing Care Provider Registration and Disclosure Act (Act 82). Any money so escrowed will be invested by the Escrow Agent in accordance with the provisions of Act 82.

COMPLETED EXPANSION OF GARDEN SPOT VILLAGE

During the year ended June 30, 2021, Garden Spot Village completed the Sycamore Springs expansion project of 50 additional cottage units. Sycamore Springs is directly adjacent, to the west, of Kinzer Avenue. Garden Spot Village also finished construction of Meadow View during the year ended June 30, 2021. The memory support building located directly adjacent, to the west, of Kinzer Avenue. Meadow View has 40 units, and upon completion 21 residents of our former 21 unit memory support were successfully transitioned to the new secured building.

FINANCIAL INFORMATION

Garden Spot Village's financing consists of Series 2019 and Series 2011 Revenue Notes, Series 2019 Convertible Revenue Note (CRN Note) and a note payable. The note payable was obtained to purchase equipment in connection with renovations of Garden Spot Village's dining venues. In May 2019 Garden Spot Village secured financing through 2019 Series A, B, C Revenue Notes with a bank. The 2019 Series A proceeds were used to refund the 2009 Notes. The 2019 Series B represents long-term financing related to the new expansion projects. In November 2019 Garden Spot Village secured financing through 2019 CRN Note with a bank. The 2019 CRN Note proceeds were used to refund the Series 2013 Lancaster Industrial Development Authority Revenue Bonds. On May 13, 2011 Garden Spot Village guaranteed the Series 2011 Lancaster Municipal Authority Note, of Garden Spot Village of Akron. This note was used to renovate the 2009 Maple Farm acquisition. For interest rates, terms and other details of these debt structures, please refer to Note #6 and Note #7 of the June 30, 2022 Audited Financial reports included in Exhibit B of this statement.

Exhibit B, Financial Statement prepared by Baker Tilly Virchow Krause, LLP, Philadelphia, Pennsylvania, the Accounting firm for Garden Spot Village, includes financial information concerning Garden Spot Village for fiscal year June 30, 2022. The Chief Executive Officer and/or Chief Financial Officer is available to meet with you and/or your advisors to discuss the financial information presented in this Disclosure Statement or to respond to your questions.

Exhibit C presents the Budget, projected revenues and expenses, for the fiscal year ending June 30, 2023.

GARDEN SPOT VILLAGE
RESIDENT AGREEMENT

NOTICE OF RIGHT TO RESCIND

Date Rescission Period Begins
Date of Signing _____

You may rescind and terminate your Residence and Care Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into Garden Spot Village before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Agreement within the seven (7) day period.

To rescind your Residence and Care Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter, or telegram, stating your desire to rescind to Garden Spot Village, 433 South Kinzer Avenue, New Holland, PA 17557, not later than midnight of 7 days later, _____.

Pursuant to this notice, I hereby cancel my Resident Agreement.

_____	_____
Your Signature	Date
_____	_____
Your Signature as CO Resident	Date

EXHIBIT A

GARDEN SPOT VILLAGE

BOARD OF DIRECTORS

Steve Lindsey, Chair

Jeffrey Goss, Vice Chair ✓

Nathaniel Weber, Treasurer ✓

Dale Beiler, Former Treasurer (Thru June, 2022)

Scott Miller, Secretary

Section 7 of the Pennsylvania ACT 82 requires the following information for those named above:

- (A) A description of the business experience of such persons, if any, in the operation or management of facilities similar to Garden Spot Village:

Steve Lindsey: Mr. Lindsey has acted as the Chief Executive Officer of Garden Spot Village since 2001, and he is the current Chief Executive Officer of Garden Spot Communities. As the Chief Executive Officer of Garden Spot Village and Garden Spot Communities, he is responsible for the CCRC of 1,000+ residents located in New Holland, PA, and the skilled nursing facility located in Akron, PA. Mr. Lindsey has more than twenty years of administrative experience in both the retirement community and rehabilitation hospital fields. He is a licensed nursing home administrator, and he earned an MSW from Temple University and a BA from Messiah College. He is a member of the Health Guidelines Revision Committee and has been active in developing the new Guidelines for Residential Health, Care and Support Settings (released in 2014) that support person-centered care initiatives through the development of standardized design guidelines and regulations. His work as a member of the National Life Safety Task Force, assembled by CMS, the National Fire Protection Association (“NFPA”), and the Pioneer Network, resulted in substantive changes in the 2012 Edition of the NFPA Life Safety Code that have been instrumental in the development of person-centered environments in healthcare settings across the country. Mr. Lindsey has served on the Executive Committees of LeadingAge PA and the Association of Households International, has served as a member of a Think Tank sponsored by the Center on Age & Community at the University of Wisconsin, is involved in numerous nonprofit boards, and has been a frequent speaker at regional, state, and national conferences.

Jeffrey Goss: Mr. Goss is the Vice Chair of the Garden Spot Village Board of Directors. Mr. Goss also sits on the Board of Directors of the parent organization, Garden Spot Communities. Mr. Goss is an attorney that practices in estate planning, estate and trust administration, business succession planning, guardianship, Orphan's Court proceedings and elder law. Mr. Goss focusses on providing advice to clients who are entering retirement communities, who have questions about asset protection and medical assistance (Medicaid), and who are faced with adult guardianship matters. Mr. Goss counsels family members who have special needs on the set up of carefully drafted Supplemental and Special Needs Trusts to preserve entitlement to public benefits such as Medicaid and SSI. Mr. Goss graduated from Boston College Law School and was admitted to the Pennsylvania Bar Association in 1996. He is also a member of several bar associations within the state of Pennsylvania. In addition to serving on the boards of Garden Spot Village and Garden Spot Communities, Mr. Goss has active involvement with the board of other local organizations.

Nathaniel Weber: Mr. Weber became the Chief Financial Officer ("CFO") of Garden Spot Village in June of 2022 and is responsible for both the New Holland and Akron campuses in that capacity. Mr. Weber is also the current CFO of Garden Spot Communities. Mr. Weber formerly served in the capacity of Controller for these organizations since 2014. Prior to joining Garden Spot Village, Mr. Weber was employed in Public Accounting from 2004 to 2011 where he ended his tenure as a Manager for Parente Randolph (now Baker Tilly). While in Public Accounting Mr. Weber's areas of specialization included retirement communities and not-for-profit organizations in the Pennsylvania and Maryland region. In 2011, Mr. Weber joined United Zion Retirement Community as their Controller and was responsible for the day-to-day business office operations as well as financial budgeting and reporting. Mr. Weber is currently enrolled in the Leadership Academy of the Anabaptist Providers Group, which is an organization which represents senior living facilities unified in their efforts to serve and promote the industry as well as their faith and Anabaptist values. Mr. Weber holds a Bachelor of Science Degree from Millersville University (2004) with majors in Accounting and Finance.

Dale Beiler: Mr. Beiler acted as the Chief Financial Officer ("CFO") of Garden Spot Village from 2010-June, 2022 and was responsible for both the New Holland and Akron campuses in that capacity. Mr. Beiler was involved in senior living and retirement communities for over 30 years. Prior to becoming the CFO of Garden Spot Village, Mr. Beiler served as a member of the Garden Spot Village Board Finance Committee, as a member of the Garden Spot Village Board of Directors, and as the Garden Spot Village Board Treasurer over a period of approximately 10 years. During his Board tenure, Mr. Beiler was employed in Public Accounting as a Manager for Detweiler, Hershey & Associates from 1998 to 2004 where his areas of specialization included not-for-profit organizations, construction companies, and individual and corporate taxation. In 2004, Mr. Beiler joined a family-owned construction company as the CFO, assisting in the development of systems and budgets and working as part of the management team in developing the company values and marketing strategies. He also played a role in transitioning the leadership of the company from the first generation to the second generation of family members. In addition to serving on the Board of Garden Spot Village, Mr. Beiler served on Boards of other not-for-profit organizations, including Garden Spot Village of Akron, Hospice and Community Care of Lancaster County, and the Open Door Youth Center.

Scott Miller: Mr. Miller has been employed by Garden Spot Village since March 2005, and he is also the Chief Marketing Officer of Garden Spot Communities. A member of the senior leadership team, Mr. Miller is responsible for marketing, sales, and public relations. He received a Bachelor of Science degree in Computer Science from Millersville University and has completed a significant amount of post graduate work in executive business management and liberal arts. Passionate about innovation, customer satisfaction, and leadership development, Mr. Miller's career of 35 + years includes a blended set of non-profit and commercial experiences in marketing, business development, and operations. His experience includes business process re-engineering and widespread organizational change.

With his degree in computer science and his experience working for a \$6 billion technology firm for 23 years, reframing for-profit strategies in a non-profit setting are of particular interest to Mr. Miller. His background includes 10 years of pastoral ministry for local Methodist Churches and teaching a leadership development and public speaking course for 15 years. As a product manager and worldwide sales manager, Mr. Miller has published a number of professional articles, hosted and participated in numerous panels, conducted multi-day workshops, and addressed audiences in a variety of countries. Mr. Miller has served on several non-profit boards of directors including capital fundraising organizations and professional marketing organizations, and he was the chair for Discover Lancaster.

(B) Related parties transactions:

During the fiscal year ending June 30, 2022 Garden Spot Village purchased grocery items in the amount of \$174 from Beiler's Beehives owned by Dale Beiler, who was the former Treasurer of Garden Spot Village. During the fiscal year ending June 30, 2021 Garden Spot Village purchased grocery items in the amount of \$48 from Beiler's Beehives owned by Dale Beiler, who was the former Treasurer of Garden Spot Village.

Garden Spot Communities and Subsidiaries

Consolidated Financial Statements
and Supplementary Information

June 30, 2022 and 2021

Garden Spot Communities and Subsidiaries

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Independent Auditors' Report

To the Board of Directors of
Garden Spot Communities and Subsidiaries

Opinion

We have audited the consolidated financial statements of Garden Spot Communities and Subsidiaries (collectively, the Organization), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2022 and 2021, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information on pages 26 to 31 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, changes in net assets and cash flows of the individual organizations, and it is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Baker Tilly US, LLP

Lancaster, Pennsylvania
September 23, 2022

Garden Spot Communities and Subsidiaries

Consolidated Balance Sheets
June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 6,464,785	\$ 7,681,393
Assets whose use is limited, resident trust funds	2,647,752	2,979,538
Accounts receivable:		
Residents, net	1,844,373	1,227,464
Other	283,276	93,070
Prepaid expenses and other current assets	1,837,769	861,759
Total current assets	<u>13,077,955</u>	<u>12,843,224</u>
	<u>24,697,678</u>	<u>27,372,825</u>
Investments		
Assets Whose Use is Limited		
Board-designated	6,057,656	5,919,999
Entrance fee escrow deposits	-	516,019
Statutory liquid minimum reserve	4,096,000	3,644,000
Total assets whose use is limited	<u>10,153,656</u>	<u>10,080,018</u>
	<u>134,860,751</u>	<u>137,126,293</u>
Property and Equipment, Net		
	887,158	-
Derivative Financial Instruments		
Total assets	<u>\$ 183,677,198</u>	<u>\$ 187,422,360</u>
Liabilities and Net Assets		
Current Liabilities		
Current maturities of long-term debt	\$ 3,060,600	\$ 2,425,600
Accounts payable:		
Trade	1,065,842	1,210,707
Entrance fee refunds	480,107	865,591
Accrued expenses	2,913,395	2,373,894
Deferred grant revenue	35,163	-
Resident trust funds	2,647,752	2,979,538
Total current liabilities	10,202,859	9,855,330
	60,374,392	63,374,294
Long-Term Debt		
	4,240,600	2,861,740
Deposits From Prospective Residents		
	5,670,085	6,115,439
Refundable Entrance Fees		
	74,467,891	75,804,369
Deferred Revenue From Entrance Fees		
	-	5,538,275
Derivative Financial Instruments		
Total liabilities	<u>154,955,827</u>	<u>163,549,447</u>
Net Assets		
Without donor restrictions	28,203,643	23,663,777
With donor restrictions	517,728	209,136
Total net assets	<u>28,721,371</u>	<u>23,872,913</u>
Total liabilities and net assets	<u>\$ 183,677,198</u>	<u>\$ 187,422,360</u>

See notes to consolidated financial statements

Garden Spot Communities and Subsidiaries

Consolidated Statements of Operations

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Revenues Without Donor Restrictions		
Net resident service revenues	\$ 48,348,945	\$ 44,345,854
Rent	1,318,183	1,337,720
Grant revenues	480,379	967,930
Other revenues	1,203,882	697,890
Net assets released from restrictions used for operations	<u>70,464</u>	<u>51,272</u>
Total revenues without donor restrictions	<u>51,421,853</u>	<u>47,400,666</u>
Expenses		
Nursing	16,335,182	15,978,882
Dietary	5,462,380	5,025,802
Social services	1,239,406	1,183,561
Housekeeping and laundry	1,011,691	1,051,658
Plant operations	5,314,433	4,876,827
Real estate taxes	1,856,860	1,723,359
Utilities	1,725,874	1,583,911
Administrative	6,119,692	5,857,016
Marketing	1,575,802	1,533,391
Depreciation	7,997,834	7,454,553
Interest	<u>2,171,400</u>	<u>1,855,602</u>
Total expenses	<u>50,810,554</u>	<u>48,124,562</u>
Operating income (loss)	611,299	(723,896)
Other Income (Loss)		
Investment income	2,230,956	1,846,732
Contributions	1,796,986	440,858
Change in net unrealized gains and losses on investments	(6,420,041)	3,531,196
Change in fair value of derivative financial instruments	6,425,433	3,293,088
Loss on sale of fixed assets	<u>(128,352)</u>	<u>(22,035)</u>
Revenues in excess of expenses	4,516,281	8,365,943
Net Assets Released From Restrictions Used for Purchase of Property and Equipment		
	<u>23,585</u>	<u>64,646</u>
Change in net assets without donor restrictions	<u>\$ 4,539,866</u>	<u>\$ 8,430,589</u>

See notes to consolidated financial statements

Garden Spot Communities and Subsidiaries

Consolidated Statements of Changes in Net Assets
Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Net Assets Without Donor Restrictions		
Revenues in excess of expenses	\$ 4,516,281	\$ 8,365,943
Net assets released from restrictions used for purchase of property and equipment	<u>23,585</u>	<u>64,646</u>
Change in net assets without donor restrictions	<u>4,539,866</u>	<u>8,430,589</u>
Net Assets With Donor Restrictions		
Contributions	402,641	111,174
Net assets released from restrictions used for:		
Operations	(70,464)	(51,272)
Purchase of property and equipment	<u>(23,585)</u>	<u>(64,646)</u>
Change in net assets with donor restrictions	<u>308,592</u>	<u>(4,744)</u>
Change in net assets	4,848,458	8,425,845
Net Assets, Beginning	<u>23,872,913</u>	<u>15,447,068</u>
Net Assets, Ending	<u>\$ 28,721,371</u>	<u>\$ 23,872,913</u>

See notes to consolidated financial statements

Garden Spot Communities and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	2022	2021
Cash Flows From Operating Activities		
Change in net assets	\$ 4,848,458	\$ 8,425,845
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	7,997,834	7,454,553
Loss on sale of fixed assets	128,352	22,035
Amortization of deferred financing costs	60,604	60,603
Net realized and unrealized losses (gains) on investments	5,234,327	(4,559,060)
Deposits from prospective residents, net	1,378,860	(1,067,190)
Proceeds from nonrefundable entrance fees, existing units	7,058,134	10,364,897
Amortization of entrance fees	(9,877,721)	(8,584,282)
Restricted contributions	(48,000)	(22,506)
Change in fair value of derivative financial instruments	(6,425,433)	(3,293,088)
Change in assets and liabilities:		
Accounts receivable, residents and other	(807,115)	175,153
Prepaid expenses and other current assets	(976,010)	277,807
Accounts payable, trade	(144,865)	563,775
Accrued expenses	539,501	272,657
Deferred grant revenue	35,163	(420,397)
Net cash flows provided by operating activities	<u>9,002,089</u>	<u>9,670,802</u>
Cash Flows From Investing Activities		
Purchase of property and equipment	(5,860,644)	(20,769,756)
Proceeds from sales of investments and assets whose use is limited	9,730,850	8,896,045
Purchases of investments and assets whose use is limited	<u>(12,879,687)</u>	<u>(10,810,196)</u>
Net cash flows used in investing activities	<u>(9,009,481)</u>	<u>(22,683,907)</u>
Cash Flows From Financing Activities		
Proceeds from borrowings on long-term debt	-	14,758,062
Repayment of long-term debt	(2,425,506)	(17,345,478)
Proceeds from entrance fees, new units	1,941,720	14,777,909
Proceeds from refundable entrance fees, existing units	485,986	187,800
Refunds of entrance fees	(1,775,435)	(1,836,188)
Restricted contributions	<u>48,000</u>	<u>22,506</u>
Net cash flows (used in) provided by financing activities	<u>(1,725,235)</u>	<u>10,564,611</u>
Net change in cash, cash equivalents and restricted cash and cash equivalents	(1,732,627)	(2,448,494)
Cash, Cash Equivalents and Restricted Cash and Cash Equivalents, Beginning	<u>8,197,412</u>	<u>10,645,906</u>
Cash, Cash Equivalents and Restricted Cash and Cash Equivalents, Ending	<u>\$ 6,464,785</u>	<u>\$ 8,197,412</u>
Reconciliation of Cash, Cash Equivalents and Restricted Cash and Cash Equivalents		
Cash and cash equivalents	\$ 6,464,785	\$ 7,681,393
Assets whose use is limited:		
Entrance fee escrow deposits	<u>-</u>	<u>516,019</u>
Total cash, cash equivalents and restricted cash and cash equivalents	<u>\$ 6,464,785</u>	<u>\$ 8,197,412</u>
Supplemental Disclosure of Cash Flow Information		
Interest paid, net of amount capitalized of approximately \$0 in 2022 and \$324,000 in 2021	<u>\$ 2,118,276</u>	<u>\$ 1,762,730</u>

See notes to consolidated financial statements

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

The consolidated financial statements include the accounts of Garden Spot Communities, the controlling entity, Garden Spot Village, At Home Services, LLC, Garden Spot Village of Akron, Garden Spot CoLiving, LLC and Forgeworks, LLC, all wholly owned subsidiaries (collectively, the Organization). All significant intercorporate transactions and balances have been eliminated.

The following is a description of each entity:

- Garden Spot Village (the Village) operates a continuing care retirement community (CCRC) located in New Holland, Pennsylvania providing housing, health care and other services to elderly residents through the operation of a 73-bed nursing facility, a 65-unit personal care facility, a 40-unit personal care memory support facility and 616 independent living apartments and cottages.
- GSV, LLC, a solely owned subsidiary of the Village, leases a building for use as medical offices.
- At Home Services, LLC provides home care services.
- Garden Spot Village of Akron (Akron) operates a 46-bed nursing facility located in Akron, Pennsylvania.
- Garden Spot CoLiving, LLC (CoLiving) operates cooperative housing units.
- Forgeworks, LLC (Forgeworks) will provide management support and services to assist nonprofit organizations to expand and grow. Forgeworks activity is currently being recorded within Garden Spot Communities.

The Village and GSV, LLC comprise the Organization's Obligated Group (the Obligated Group).

Garden Spot Communities (GSC) is the sole member of the Village, Akron, CoLiving and Forgeworks. In addition, GSC is the sole member of At Home Services, LLC. GSC provides management service to the Village, At Home Services, LLC and Akron based on the terms of the management agreements.

The Organization's primary operations are located in New Holland, Pennsylvania. Its primary service area includes New Holland, Pennsylvania and surrounding communities in Lancaster County, Pennsylvania.

The Organization evaluated subsequent events for recognition or disclosure through September 23, 2022, the date the consolidated financial statements were available to be issued.

Principles of Consolidation

The consolidated financial statements include the accounts of the GSC, Village, GSV, LLC, At Home Services, LLC, Akron, CoLiving and Forgeworks. All significant intercompany balances and transactions have been eliminated in the consolidated financial statements of the Organization.

Cash, Cash Equivalents and Restricted Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, cash, cash equivalents and restricted cash and cash equivalents includes investments in highly liquid debt instruments purchased with an original maturity of three months or less.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Accounts Receivable, Residents, Net

The Organization assesses collectability on all resident accounts prior to providing services. An allowance for uncollectible accounts is recognized to reduce accounts receivable to its net realizable value for impairment of revenues for changes in resident credit worthiness. The allowance is estimated by management based on factors such as aging of the accounts receivable, and anticipated collection of the consideration. The allowance for uncollectible accounts receivable was approximately \$184,000 and \$138,000, as of June 30, 2022 and 2021, respectively. Accounts are written off through the provision of bad debts when the Organization has exhausted all collection efforts and accounts are deemed impaired.

Accounts Receivable, Other

Accounts receivable, other represents amounts due to the Organization for charges other than providing health care services to residents and are reported at their net realizable value. Other receivables are written off through the provision of bad debts when the Organization has exhausted all collection efforts and accounts are deemed impaired.

Investments and Investment Risk

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included in revenues in excess of expenses unless the income or loss is restricted by donor or law. Interest income is measured as earned on the accrual basis. Dividends are measured based on the ex-dividend date. Purchases and sales of securities and realized gains and losses are recorded on a trade-date basis.

The Organization's investments are comprised of a variety of financial instruments and are managed by investment advisors. The fair values reported in the consolidated balance sheets are subject to various risks, including changes in the equity markets, the interest rate environment and general economic conditions. Due to the level of risk associated with certain investment securities and the level of uncertainty related to changes in the fair value of investment securities, it is reasonably possible that the amounts reported in the consolidated balance sheets could change materially in the near term.

Assets Whose Use Is Limited

Assets whose use is limited primarily includes assets designated by the Board of Directors for benevolent care, over which the Board retains control and may at its discretion, subsequently use for other purposes; assets designated by the Board of Directors to meet the statutory minimum liquid reserve requirements of Section 9 of the Commonwealth of Pennsylvania's Continuing Care Provider Registration and Disclosure Act (Act 82); assets held by trustees under trust indentures; entrance fee escrow deposits; and resident trust funds. Amounts available to meet current liabilities are classified as current assets in the consolidated balance sheets.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the depreciable assets. The Organization reviews all disbursements greater than \$1,500 and a useful life greater than one year for capitalization as property and equipment.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Impairment of Property and Equipment

Property and equipment are evaluated for impairment whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. If expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. No impairment losses were recognized in 2022 and 2021.

Deferred Financing Costs

Costs incurred in connection with the issuance of long-term debt have been deferred and are being amortized over the terms of the related debt using the straight-line method, which approximates the effective interest method.

Resident Trust Funds

Resident funds are accounted for as trust funds and are maintained separate from other funds.

Entrance Fees

Under certain entrance fee plans for independent living units, the Village receives payments in advance. Residents have five entrance fee plan options, three "refundable" options and two "nonrefundable" options. The refundable options have a guaranteed refund component, which is 50%, 75% or 90% of the entrance fee paid, with the balance refundable on a decreasing basis at a rate of 1% of the entrance fee per month for each month, or portion thereof, of occupancy in the independent living unit. As of April 2019, the Organization is no longer offering the 50% refundable option. The nonrefundable options have no guaranteed refund component and are refundable on a decreasing basis for 48 months or 96 months, after which no refund is due or payable.

Entrance fee refunds are generally paid after the independent living unit vacated has been re-occupied by a new resident. The gross amount of contractual refund obligations under existing resident agreements at June 30, 2022 approximates \$36,785,000 this amount includes accounts payable, entrance fee refunds.

The guaranteed refund component of entrance fees received is not amortized to revenue and is classified as refundable entrance fees in the consolidated balance sheets. The balance of entrance fees received is amortized to revenue using the straight-line method over the annually adjusted estimated remaining life expectancies of the residents, and is classified as deferred revenue from entrance fees in the consolidated balance sheets.

Revenue from nonrefundable entrance fees received are recognized through amortization of the nonrefundable entrance fees using the straight-line method over annually adjusted estimated remaining life expectancies of the residents which approximates the period of time the goods and services under the agreements are expected to be transferred to residents. The unamortized portion is classified as deferred revenue from entrance fees in the accompanying consolidated balance sheets. Amortization of nonrefundable entrance fees included in net resident service revenues was \$9,877,721 in 2022 and \$8,584,282 in 2021.

The majority of services provided to the Village's independent living residents are paid for on a "fee for service" basis and are not included under the entrance fee plans.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Derivative Financial Instruments

The Obligated Group has interest rate swap agreements, which are considered derivative financial instruments, to manage its interest rate risk on its long-term debt. The interest rate swap agreements are reported at fair value in the consolidated balance sheets and related changes in fair value are reported in the consolidated statements of operations as change in fair value of derivative financial instruments.

Net Assets

Net assets, revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets available for use in general operations and not subject to donor restrictions. All revenue not restricted by donors and donor restricted contributions whose restrictions are met in the same period in which they are received are accounted for in net assets without donor restrictions.

Net Assets With Donor Restrictions - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in net assets with donor restrictions. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Net Resident Service Revenues

Net resident service revenues are reported at the amount that reflects the consideration the Organization expects to receive in exchange for the services provided. These amounts are due from residents or third-party payors and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Net resident service revenues are recognized as performance obligations are satisfied.

Net resident service revenues are primarily comprised of skilled nursing, personal care, independent living and at home revenue streams, which are primarily derived from providing housing, skilled nursing, personal care and independent living services to residents at a stated daily or monthly fee, net of any explicit or implicit price concessions. The Organization has determined that the services included in the stated daily or monthly fee for each level of care represents a series of distinct services that have the same timing and pattern of transfer. Therefore, the Organization considers the services provided to residents in each level of care to be one performance obligation which is satisfied over time as services are provided. As such, skilled nursing, personal care and independent living revenues are recognized on a daily or month-to-month basis as services are rendered.

The Organization receives revenue for services under third-party payor programs, including Medicare, Medical Assistance and other third-party payors. Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are included in the determination of the estimated transaction price for providing services. The Organization estimates the transaction price based on the terms of the contract, correspondence with the third-party payor and historical payment trends, and retroactive adjustments are recognized in future periods as final settlements are determined.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Grant Revenues

Grant revenues consist of amounts received from federal and state funding sources related to the COVID-19 pandemic. The Organization accounts for this funding in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-605 guidance for conditional contributions, and accordingly, revenues are recognized when barriers are substantially met, which occurs when the Organization complies with the terms and conditions related to the purpose of the grant rather than those that are administrative in nature.

In March 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law to combat the financial effects of COVID-19. The CARES Act created a Provider Relief Fund (PRF) to provide financial support for hospitals and other healthcare providers. The Organization received \$199,375 in 2022 and \$375,650 in 2021 related to the PRF. The total PRF funding received to date through June 30, 2022 was \$1,243,279. The Organization has incurred lost revenues and eligible expenses in accordance with the terms and conditions of the PRF of \$199,375 and \$568,200 as of June 30, 2022 and 2021, respectively, which were recognized and included in grant revenues in the accompanying consolidated statements of operations during the years ended June 30, 2022 and 2021, respectively.

The Organization also received \$265,167 in 2022 of CARES funding that was passed through the State of Pennsylvania Department of Human Services (DHS) under Act 24 of 2020. The total DHS Act 24 funding received to date through June 30, 2022 was \$564,961. The Organization has incurred lost revenues and eligible expenses in accordance with the terms and conditions of the state funding of \$230,004 and \$227,847 as of June 30, 2022 and 2021, respectively, which were recognized and included in grant revenues in the accompanying consolidated statements of operations.

Deferred grant revenue includes \$35,163 as of June 30, 2022 of amounts received from DHS Act 24 funding which the Organization has determined the recognition criteria was not met as of year-end.

Management believes that the Organization complied with all the terms and conditions for the PRF and state funding. However, the Department of Health and Human Services (HHS) and DHS have indicated the payments are subject to future reporting and audit requirements. Further, noncompliance with the terms and conditions of the PRF and state funding, which can be subject to future government review and interpretation, could result in repayment of some or all of the support. An estimate of the possible effects cannot be made as of the date these consolidated financial statements were issued and it is unknown whether there will be further developments in regulatory guidance.

The Organization also received \$60,672 during 2021 of other state and local funding that was recognized and included in grant revenues in the accompanying consolidated statement of operations during the year ended June 30, 2021.

Grant revenues also include other non COVID-19 funding of \$51,000 and \$111,211 in 2022 and 2021, respectively.

Benevolent Care

The Organization provides services to residents who meet certain criteria at amounts less than its cost of providing care. The Organization maintains records to identify and monitor the level of benevolent care it provides. The costs associated with the benevolent care services provided to residents include both direct costs and estimated indirect costs, as reported by management on the Organization's internal consolidated financial statements. The level of benevolent care provided by the Organization, which represents the difference between the estimated cost of providing care and the payments received for services rendered, was approximately \$349,000 and \$612,000 in 2022 and 2021, respectively.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Medical Assistance Reimbursement and Cost of Providing Care

The Organization provides nursing care to Medical Assistance program beneficiaries at amounts less than its cost of providing care. The Organization maintains records to identify and monitor the difference between the cost of providing care to Medical Assistance program beneficiaries and the payments received for services rendered. The costs associated with the services provided to Medical Assistance program beneficiaries include both direct costs and estimated indirect costs, as reported by management on the Organization's internal consolidated financial statements. The difference between the estimated cost of providing care to Medical Assistance program beneficiaries and the payments received for services rendered was approximately \$2,895,000 and \$2,507,000 in 2022 and 2021, respectively.

Rent Revenues

GSV, LLC leases medical office space and accounts for such leases as operating leases. Rent revenues are recognized when billed over the terms of the leases.

Income Taxes

GSC, the Village and Akron are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from federal income taxes pursuant to Section 501(a) of the IRC. GSV, LLC, At Home Services, LLC, CoLiving and Forgeworks, LLC are limited liability companies that have elected not to be treated as separate entities for federal income tax purposes and under applicable Treasury regulations will be disregarded as separate entities for federal income tax purposes.

Measure of Operations

The Organization's income from operations includes all operating revenues and expenses that are an integral part of its program and supporting activities. Nonoperating activities are limited to resources that generate return from investments and other activities considered to be more unusual and nonrecurring in nature.

Performance Indicator

The consolidated statements of operations include the determination of revenues in excess of expenses. Changes in net assets without donor restrictions which are excluded from the determination of revenues in excess of expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

New Accounting Standards

Leases

During February 2016, the FASB issued Accounting Standard Update (ASU) No. 2016-02, *Leases (Topic 842)(as amended)*. ASU No. 2016-02 was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. Under the provisions of ASU No. 2016-02, a lessee is required to recognize a right-to-use asset and lease liability, initially measured at the present value of the lease payments, in the consolidated balance sheet. In addition, lessees are required to provide qualitative and quantitative disclosures that enable users to understand more about the nature of the Organization's leasing activities. The Organization will be required to retrospectively adopt the guidance in ASU No. 2016-02 in its fiscal year ending June 30, 2023. The Organization is currently assessing the impact that ASU No. 2016-02 will have on its consolidated financial statements.

Reference Rate Reform

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848)*. This is an elective ASU and applies to entities that have contract, hedging relationships and other transactions that reference London Interbank Offered Rate (LIBOR). Provisions permits option expeditors and exceptions for applying GAAP to contract modifications and hedging relationships. This is an elective ASU applicable for a limited time through December 31, 2022. The Organization has not yet made this election or determined the impact of the election of ASU No. 2020-04 on its consolidated financial statements.

2. Net Resident Service Revenues

The Organization disaggregates revenues from contracts with customers by type of service and payor source as this depicts the nature, amount, timing and uncertainty of its revenues and cash flows as affected by economic factors. Net resident service revenues consist of the following for the years ended June 30:

	2022					
	Skilled Nursing	Personal Care	Independent Living	At Home Services	Other	Total
Self-pay	\$ 9,062,571	\$ 8,558,447	\$ 13,793,049	\$ 381,473	\$ 124,401	\$ 31,919,941
Medicare	3,167,868	-	-	-	-	3,167,868
Medical Assistance	3,383,415	-	-	-	-	3,383,415
Total	<u>\$ 15,613,854</u>	<u>\$ 8,558,447</u>	<u>\$ 13,793,049</u>	<u>\$ 381,473</u>	<u>\$ 124,401</u>	38,471,224
Amortization of nonrefundable entrance fees						<u>9,877,721</u>
						<u>\$ 48,348,945</u>

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

	2021					
	Skilled Nursing	Personal Care	Independent Living	At Home Services	Other	Total
Self-pay	\$ 9,565,305	\$ 7,176,321	\$ 12,387,977	\$ 288,558	\$ 34,212	\$ 29,452,373
Medicare	3,200,504	-	-	-	-	3,200,504
Medical Assistance	3,108,695	-	-	-	-	3,108,695
Total	<u>\$ 15,874,504</u>	<u>\$ 7,176,321</u>	<u>\$ 12,387,977</u>	<u>\$ 288,558</u>	<u>\$ 34,212</u>	35,761,572
Amortization of nonrefundable entrance fees						8,584,282
						<u>\$ 44,345,854</u>

The Organization has agreements with third-party payors that provide for payments at amounts different from established rates. A summary of the payment arrangements with major third-party payors follows:

Medical Assistance - Nursing services provided to Medical Assistance program beneficiaries are paid at prospectively determined rates per day. These rates vary according to a resident-specific classification system that is based on clinical, diagnostic and other factors and the reimbursement methodology is subject to various limitations and adjustments.

The DHS in the Commonwealth of Pennsylvania has implemented its mandatory Medical Assistance managed care program, Community HealthChoices (CHC). As indicated above, the previous Medical Assistance reimbursement system was a fee-for-service (FFS) system. CHC eliminated the FFS payment methodology. The primary goals of CHC are to better coordinate health care coverage and improve access to medical care. The services for which Medical Assistance program beneficiaries are eligible did not change under CHC.

CHC became effective for the Organization on January 1, 2020. Under CHC, each Medical Assistance program beneficiary is able to choose a managed care organization (MCO). The initial rate paid by the MCOs is subject to a "floor" equal to the average of each prior four quarters Medical Assistance rates. In addition, MCOs and nursing facilities may agree to higher or lower negotiated rates under an alternative payment methodology agreement. The rate "floors" are expected to be in effect for 36 months.

Medicare - Nursing and ancillary services provided to Medicare Part A beneficiaries are paid at prospectively determined rates per day. These rates vary according to a resident-specific classification system that is based on clinical, diagnostic and other factors and the reimbursement methodology is subject to various limitations and adjustments.

As described above, the Medical Assistance and Medicare rates are based on clinical, diagnostic and other factors. The determination of these rates is partially based on the Organization's clinical assessment of its residents. The Organization is required to clinically assess its residents at predetermined time periods throughout the year. The documented assessments are subject to review and adjustment by the Medical Assistance and Medicare programs.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Payment terms and conditions for the Organization's resident contracts vary by contract type and payor source, although terms generally include payment to be made within 30 days. Net resident service revenues for recurring and routine monthly services are generally billed monthly in advance. Net resident service revenues for ancillary services are generally billed monthly in arrears. Additionally, nonrefundable entrance fees are generally billed and collected in advance of move-in. Revenues collected from residents in advance are recognized as deferred revenue from entrance fees until the performance obligations are satisfied and are included in deferred revenues from entrance fees in the accompanying consolidated balance sheets. In 2022 and 2021, the Organization recognized approximately \$9,520,000 and \$7,466,000, respectively, of revenues that were included in the deferred revenue from entrance fees balance as of July 1, 2021 and 2020, respectively. The Organization applies the practical expedient in ASC 606, and therefore, does not disclose amounts for remaining performance obligations that have original expected durations of one year or less.

3. Fair Value Measurements, Investments, Assets Whose Use is Limited and Other Financial Instruments

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or the price that would be paid to transfer a liability in an orderly transaction between market participants at the measurement date. The framework that the authoritative guidance establishes for measuring fair value includes a hierarchy used to classify the inputs used in measuring fair value. The hierarchy prioritizes the inputs used in determining valuations into three levels. The level in the fair value hierarchy within which the fair value measurement falls is determined based on the lowest level input that is significant to the fair value measurement. The levels of the fair value hierarchy are as follows:

Level 1 - Fair value is based on unadjusted quoted prices in active markets that are accessible to the Organization for identical assets. These generally provide the most reliable evidence and are used to measure fair value whenever available.

Level 2 - Fair value is based on significant inputs, other than Level 1 inputs, that are observable either directly or indirectly for substantially the full term of the asset through corroboration with observable market data. Level 2 inputs include quoted market prices in active markets for similar assets, quoted market prices in markets that are not active for identical or similar assets and other observable inputs.

Level 3 - Fair value would be based on significant unobservable inputs. Examples of valuation methodologies that would result in Level 3 classification include option pricing models, discounted cash flows, and other similar techniques. The Organization did not hold any Level 3 investments for the years ended June 30, 2022 and 2021.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

The Organization reports its investments, assets whose use is limited and derivative financial instrument as fair value on a recurring basis in accordance with the fair value hierarchy. The fair values of the Organization's investments, assets whose use is limited and derivative financial instruments were determined using the following inputs at June 30:

	2022		
	Total	Level 1	Level 2
Assets:			
Investments and assets whose use is limited:			
Marketable equity securities	\$ 3,416,499	\$ 3,416,499	\$ -
Mutual funds:			
Fixed income	17,798,865	17,798,865	-
Equity and other	11,975,401	11,975,401	-
Total investments and assets whose use is limited	<u>\$ 33,190,765</u>	<u>\$ 33,190,765</u>	<u>\$ -</u>
Derivative financial instruments	<u>\$ 887,158</u>	<u>\$ -</u>	<u>\$ 887,158</u>
	2021		
	Total	Level 1	Level 2
Assets:			
Investments and assets whose use is limited:			
Marketable equity securities	\$ 4,782,657	\$ 4,782,657	\$ -
Mutual funds:			
Fixed income	20,654,475	20,654,475	-
Equity and other	10,560,414	10,560,414	-
Total investments and assets whose use is limited	<u>\$ 35,997,546</u>	<u>\$ 35,997,546</u>	<u>\$ -</u>
Liability:			
Derivative financial instruments	<u>\$ 5,538,275</u>	<u>\$ -</u>	<u>\$ 5,538,275</u>

Investments and assets whose use is limited are presented together in the tables above as there are various investment accounts that are allocated between the investments and assets whose use is limited on the consolidated balance sheets.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

The following table reconciles the investments and assets whose use is limited to the consolidated balance sheets:

	<u>2022</u>	<u>2021</u>
Investments and assets whose use is limited reported at fair values in the tables above	\$ 33,190,765	\$ 35,997,546
Cash and cash equivalents included in investments and assets whose use is limited	3,029,220	3,568,181
Other investments	<u>1,279,101</u>	<u>866,654</u>
Total investments and assets whose use limited	<u>\$ 37,499,086</u>	<u>\$ 40,432,381</u>

Financial Instruments

Mutual funds and marketable equity securities are valued at fair value based on quoted market prices in active markets.

The Organization measures its derivative financial instruments at fair value based on proprietary models of an independent third party valuation specialist. The fair value takes into consideration the prevailing interest rate environment and the specific terms and conditions of the derivative financial instruments and considers the credit risk of the counterparty to the agreement and the Organization. The method used to determine the fair value calculates the estimated future payments required by the derivative financial instruments and discounts these payments using an appropriate discount rate. The value represents the estimated exit price the Organization would pay to terminate the agreements.

Investment Income

Investment return without donor restrictions is comprised of the following:

	<u>2022</u>	<u>2021</u>
Investment income:		
Interest income	\$ 1,045,242	\$ 818,868
Net realized gains on sales of investments	<u>1,185,714</u>	<u>1,027,864</u>
Total investment income	2,230,956	1,846,732
Change in net unrealized gains and losses on investments	<u>(6,420,041)</u>	<u>3,531,196</u>
Total investment return	<u>\$ (4,189,085)</u>	<u>\$ 5,377,928</u>

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Statutory Minimum Liquid Reserve Requirement

In compliance with Act 82, the Board of Directors designated a portion of Board-designated assets whose use is limited "reserved" to meet the requirements of Act 82. The amount designated was \$4,096,000 at June 30, 2022 and was calculated as follows:

Budgeted operating expenses for the year ending June 30, 2023	\$ 54,088,631
Less budgeted depreciation and amortization expense	<u>(8,797,944)</u>
Expenses subject to minimum liquid reserve requirement	45,290,687
Percentage of residents subject to entrance fee agreements at June 30, 2022	<u>81.35%</u>
Subtotal	36,843,974
Statutory requirement	<u>10%</u>
Statutory minimum liquid reserve requirement	<u>\$ 3,684,397 (a)</u>
Debt service requirements for the year ending June 30, 2023:	
Principal payments due on Series 2011 Revenue Note	\$ 160,000
Principal payments due on Series 2019A and B Revenue Note	1,015,000
Principal payments due on 2019 Convertible Revenue Note	1,825,000
Principal payments due on Other Note Payable	60,600
Budgeted interest payments	<u>1,974,434</u>
Total debt service	5,035,034
Percentage of residents subject to entrance fee agreements at June 30, 2022	<u>81.35%</u>
Statutory minimum liquid reserve requirement	<u>\$ 4,096,000 (b)</u>
Greater of (a) or (b) above	<u>\$ 4,096,000</u>

4. Liquidity and Availability of Resources

The Organization's financial assets available for general expenditures within one year of the consolidated balance sheets date consist of the following at June 30:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 6,464,785	\$ 7,681,393
Accounts receivable:		
Residents, net	1,844,373	1,227,464
Other	283,276	93,070
Investments	<u>24,697,678</u>	<u>27,372,825</u>
Total	<u>\$ 33,290,112</u>	<u>\$ 36,374,752</u>

The Organization has Board-designated assets whose use is limited of \$6,057,656 and \$5,919,999 at June 30, 2022 and 2021, respectively, that are excluded from the table above. Although the Organization does not intend to utilize these funds for general expenditures as part of its annual budget and approval process, amounts designated could be made available as necessary.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

The Organization designated a portion of its investments "reserved" to comply with the requirements of Act 82 (Note 3) and thus they are not included in the schedule above. Although the Organization does not intend to utilize the reserves for general expenditures as part of its annual budget and approval process, amounts designated as the reserves could be made available as necessary. The reserves are separately disclosed on the consolidated balance sheets and do not have third-party restrictions or limitations on the withdrawal and subsequent liquidation of such funds.

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Organization invests excess cash in short-term investments.

5. Property and Equipment

Property and equipment consist of the following at June 30:

	<u>2022</u>	<u>2021</u>
Land	\$ 8,879,434	\$ 8,879,434
Land improvements	21,125,073	20,468,598
Buildings and improvements	180,539,285	176,679,993
Equipment and furnishings	16,499,274	15,830,304
Vehicles	777,178	748,581
Total	227,820,244	222,606,910
Accumulated depreciation	<u>(95,145,062)</u>	<u>(87,242,152)</u>
Total	132,675,182	135,364,758
Construction-in-progress	<u>2,185,569</u>	<u>1,761,535</u>
Property and equipment, net	<u>\$ 134,860,751</u>	<u>\$ 137,126,293</u>

6. Lines of Credit

The Village has a \$500,000 unsecured line of credit with Fulton Bank (Fulton). The line of credit bears interest at a variable rate (4.75% at June 30, 2022). There were no borrowings at June 30, 2022 and 2021.

On May 22, 2019, the Village entered into a \$6,000,000 secured line of credit with Truist Bank (Truist). The line of credit is secured by a mortgage lien and security interest in property and equipment of the Village. The line of credit expires on May 22, 2025. \$3,000,000 of the line of credit is reserved for working capital needs of the Village and \$3,000,000 of the line of credit is reserved for letters of credit associated with construction projects. The line of credit bears interest at the SOFR plus 2.83% (4.33% at June 30, 2022). There were no borrowings against the working capital portion of the line of credit as of June 30, 2022 and 2021. The Village will pay an annual fee equal to 0.75% of the statement amount of the letter of credits. There are outstanding letters of credit \$165,669 and \$840,834 as of June 30, 2022 and 2021, respectively.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

7. Long-Term Debt

Long-term debt at June 30 is as follows:

	<u>2022</u>	<u>2021</u>
Lancaster Municipal Authority (LMA) Series 2011 Revenue Note, due in varying quarterly installments through May 2036, plus interest at 3.41% through April 2016. Beginning May 2016, the interest rate will be a variable rate equal to 70% of the USD-LIBOR Index plus 200 basis points or minimum of 2.53% (3.25% at June 30, 2022)	\$ 2,805,000	\$ 2,960,000
Lancaster Industrial Development Authority (LIDA) Revenue Note, Series 2019 Convertible Revenue Note (CRN), due in varying annual installments through May 2034, plus interest payable monthly at a variable rate equal to the USD-LIBOR Index plus 125 basis points (3.04% at June 30, 2022)	20,505,000	22,260,000
LIDA Revenue Note, Series 2019A, due in varying annual installments through May 2036, plus interest payable monthly at a variable rate equal to 79% of the USD-LIBOR Index plus 99 basis points (2.40% at June 30, 2022)	18,175,000	18,630,000
LIDA Revenue Note, Series 2019B, due in varying annual installments beginning May 2023 through May 2049, plus interest payable monthly at a variable rate equal to 79% of the USD-LIBOR Index plus 99 basis points (2.40% at June 30, 2022)	22,515,000	22,515,000
Other note payable, noninterest bearing, due in annual installments of \$60,600 through June 2025	<u>171,571</u>	<u>232,077</u>
Total	64,171,571	66,597,077
Unamortized deferred financing costs, net	(736,579)	(797,183)
Less current maturities	<u>(3,060,600)</u>	<u>(2,425,600)</u>
Total	<u>\$ 60,374,392</u>	<u>\$ 63,374,294</u>

In May 2011, the LMA issued, on behalf of Akron, its Series 2011 Revenue Note with a total maximum principal value of \$3,720,000. In conjunction with the issuance of the Series 2011 Revenue Note, Akron, the LMA and Fulton Bank (Fulton) executed a Project Financing Agreement whereby Fulton loaned the LMA the total principal value of the Series 2011 Revenue Note and the LMA assigned its right, title and interest in the Series 2011 Revenue Note to Fulton.

In May 2019, LIDA issued, on behalf of the Obligated Group, its Series 2019 Revenue Notes (the 2019 Notes), with a total principal value of \$57,000,000 in three series. The proceeds from the Series 2019A Notes were primarily used to refund the LMA Series 2009 Revenue Note and pay the costs of issuing the 2019 Notes. The proceeds from the Series 2019B Notes and 2019C Notes were used for design, construction and other costs associated with re-positioning and construction projects. The 2019 Notes were purchased by Truist.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

The 2019 Notes are secured by a first security interest in the Obligated Group's gross receipts and a first mortgage lien on and security interest in substantially all of the Obligated Group's property and equipment. The Series 2011 Revenue Note is secured by a first security interest in the Akron's gross receipts and a first mortgage lien on and security interest in substantially all of Akron's property and equipment. Further, the Obligated Group guaranteed the payment of principal and interest on the Series 2011 Revenue Note. The Series 2011 Revenue Note, Series 2019 CRN Note and 2019 Notes also require the Obligated Group to meet certain financial covenants.

Scheduled principal payments are as follows:

Years ending June 30:	
2023	\$ 3,060,600
2024	3,220,600
2025	3,305,500
2026	3,350,000
2027	3,450,000
Thereafter	<u>47,784,871</u>
Total	<u>\$ 64,171,571</u>

Interest Rate Swap Agreements

In November 2008, the Obligated Group entered into an interest rate swap agreement, with Morgan Stanley, which is scheduled to expire in May 2035. According to the terms of the swap agreement, if 70% of the USD-LIBOR Index (1.25% at June 30, 2022) is less than the fixed rate of 2.56%, the Obligated Group must make a monthly payment to the counterparty to the agreement. Conversely, if 70% of the USD-LIBOR Index is more than the fixed rate, the counterparty to the swap agreement must make a monthly payment to the Obligated Group. The monthly payments are calculated by multiplying the notional amount (\$18,175,000 at June 30, 2022) by the difference between 70% of the USD-LIBOR Index and the fixed rate.

In May 2019, the Obligated Group entered into an interest rate swap agreement on its 2019 Series B Note, with an effective date of November 1, 2020 with Truist. The swap agreement expires in May 2034. According to the terms of the swap agreement, if 79% of the USD-LIBOR Index plus 99 basis points (2.40% at June 30, 2022) is less than the fixed rate of 2.93%, the Obligated Group must make a monthly payment to the counterparty to the agreement. Conversely, if 79% of the USD-LIBOR Index plus 99 basis points is more than the fixed rate, the counterparty to the swap agreement must make a monthly payment to the Obligated Group. The monthly payments are calculated by multiplying the notional amount (\$22,515,000 at June 30, 2022) by the difference between 79% of the USD-LIBOR Index plus 99 basis points and the fixed rate.

In November 2019, the Obligated Group entered into an interest rate swap agreement on its 2019 CRN Note, with a maturity date of February 1, 2023 with Truist. According to the terms of the swap agreement, if the USD-LIBOR Index plus 125 basis points (3.04% at June 30, 2022) is less than the fixed rate of 2.83%, the Obligated Group must make a monthly payment to the counterparty to the agreement. Conversely, if the USD-LIBOR Index plus 125 basis points is more than the fixed rate, the counterparty to the swap agreement must make a monthly payment to the Obligated Group. The monthly payments are calculated by multiplying the notional amount (\$20,505,000 at June 30, 2022) by the difference between of the USD-LIBOR Index plus 125 basis points and the fixed rate.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

In November 2019, the Obligated Group entered into an interest rate swap agreement on its 2019 CRN Note, with an effective date of February 1, 2023 with Truist. The swap agreement expires in May 2034. According to the terms of the swap agreement, if 79% of the USD-LIBOR Index plus 99 basis points is less than the fixed rate of 2.39%, the Obligated Group must make a monthly payment to the counterparty to the agreement. Conversely, if 79% of the USD-LIBOR Index plus 99 basis points is more than the fixed rate, the counterparty to the swap agreement must make a monthly payment to the Obligated Group. The monthly payments are calculated by multiplying the notional amount (\$20,505,000 at June 30, 2022) by the difference between 79% of the USD-LIBOR Index plus 99 basis points and the fixed rate.

The fair value of the swap agreements is estimated to be the amount the Obligated Group would pay to terminate the swap agreements at June 30, 2022 and 2021. These amounts are classified as derivative financial instruments in the consolidated balance sheets. Changes in the fair value of the swap agreements are included in revenues in excess of expenses since the agreements are not designated as a hedging instrument. The change in the fair value of the swap agreements are classified as change in fair value of derivative financial instruments in the consolidated statements of operations. The net cash paid or received under the swap agreements are recognized as an adjustment to interest expense. The fair value, changes in the value and the net cash paid of the swap agreements at June 30 are summarized in the tables below:

	2022		
	Fair Value	Change in Fair Value of the Swap Agreement	Net Cash Paid Under the Swap Agreement
Morgan Stanley Swap	\$ (726,007)	\$ 2,075,953	\$ 430,222
Truist Swaps:			
2019 B, effective November 1, 2020	679,508	2,645,932	392,080
2019 CRN, effective November 14, 2019	147,999	626,145	292,537.
2019 CRN, effective February 1, 2023	785,658	1,077,403	-
Total Truist Swaps	1,613,165	4,349,480	684,617
	<u>\$ 887,158</u>	<u>\$ 6,425,433</u>	<u>\$ 1,114,839</u>
	2021		
	Fair Value	Change in Fair Value of the Swap Agreement	Net Cash Paid Under the Swap Agreement
Morgan Stanley Swap	\$ (2,801,960)	\$ 1,028,529	\$ 466,220
Truist Swaps:			
2019 B, effective November 1, 2020	(1,966,424)	1,370,771	277,855
2019 CRN, effective November 14, 2019	(478,146)	351,259	346,863
2019 CRN, effective February 1, 2023	(291,745)	542,529	-
Total Truist Swaps	(2,736,315)	2,264,559	624,718
	<u>\$ (5,538,275)</u>	<u>\$ 3,293,088</u>	<u>\$ 1,090,938</u>

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

8. Accrued Expenses

Accrued expenses consist of the following at June 30:

	<u>2022</u>	<u>2021</u>
Salaries and benefits	\$ 1,073,782	\$ 806,525
Paid time off	888,621	929,299
Interest	167,511	174,991
Other	783,481	463,079
Total	<u>\$ 2,913,395</u>	<u>\$ 2,373,894</u>

9. Rental Revenues

GSV, LLC leases a building to Wellspan Properties, Inc. (the Hospital) under a noncancelable operating lease. Rent revenue was \$1,244,361 and \$1,244,994 in 2022 and 2021, respectively. In addition to the annual lease payments, the Hospital is required to reimburse GSV, LLC for certain operating expenses. Total reimbursements received were \$219,283 and \$196,008 in 2022 and 2021, respectively, and are included in other revenues in the consolidated statements of operations. The lease is scheduled to expire on September 30, 2030.

The following is an analysis of GSV, LLC's leased assets included in property and equipment:

	<u>2022</u>	<u>2021</u>
Building and related assets	\$ 8,507,418	\$ 8,504,358
Less accumulated depreciation	(4,838,565)	(4,590,579)
Total	<u>\$ 3,668,853</u>	<u>\$ 3,913,779</u>

The Organization also has other rental income in connection with year to year leases.

10. Retirement Plan

The Organization sponsors a defined contribution retirement plan (the Plan). Contributions to the Plan were approximately \$545,000 and \$550,000 in 2022 and 2021, respectively.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

11. Functional Expenses

The Organization's expenses for resident services (including nursing, dietary, social services, housekeeping and laundry, plant operations, real estate taxes and utilities), management and general (including administrative and marketing) and fundraising (included within administrative) are as follows for the years ended June 30:

	2022			
	Resident Services	Management and General	Fundraising	Total
Salaries and wages	\$ 16,116,364	\$ 3,083,596	\$ 136,843	\$ 19,336,803
Other operational expenses	5,910,978	3,689,781	34,599	9,635,358
Employee benefits and payroll taxes	3,658,390	707,675	28,911	4,394,976
Ancillary care services	1,699,360	-	-	1,699,360
Food	1,977,892	14,100	88	1,992,080
Real estate taxes	1,856,860	-	-	1,856,860
Utilities	1,725,874	-	-	1,725,874
Depreciation	7,997,843	-	-	7,997,843
Interest	2,171,400	-	-	2,171,400
Total	\$ 43,114,961	\$ 7,495,152	\$ 200,441	\$ 50,810,554

	2021			
	Resident Services	Management and General	Fundraising	Total
Salaries and wages	\$ 15,824,517	\$ 2,726,029	\$ 152,911	\$ 18,703,457
Other operational expenses	4,931,252	3,708,903	29,860	8,670,015
Employee benefits and payroll taxes	3,979,736	717,769	41,757	4,739,262
Ancillary care services	1,694,446	-	-	1,694,446
Food	1,691,818	8,114	25	1,699,957
Real estate taxes	1,723,359	-	-	1,723,359
Utilities	1,583,911	-	-	1,583,911
Depreciation	7,454,553	-	-	7,454,553
Interest	1,855,602	-	-	1,855,602
Total	\$ 40,739,194	\$ 7,160,815	\$ 224,553	\$ 48,124,562

Directly identifiable expenses are charged to resident services and fundraising. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide overall support and direction of the Organization.

12. Medical Malpractice Claims Coverage

The Organization maintains professional liability coverage on a claims-made basis. Other than for premiums paid under this policy, no provision has been made for estimated losses. Management believes no incidents occurred or will be asserted that will exceed the Organization's insurance coverage or will have a material adverse effect on the consolidated financial statements.

Garden Spot Communities and Subsidiaries

Notes to Consolidated Financial Statements
June 30, 2022 and 2021

13. Commitment and Contingencies

Self-Insured Health Insurance

The Organization self-insures certain of its health insurance benefits. The Organization believes costs associated with its self-insured health insurance benefits have been properly accounted for and accrued at June 30, 2022 and 2021.

Senior Living Services Industry

The senior living services industry is subject to numerous laws, regulations and administrative directives of federal, state and local governments and agencies. Compliance with these laws, regulations and administrative directives is subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for resident services previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future effects of this matter on the Organization, if any, are not determinable.

14. Concentrations of Credit Risk

The Organization grants credit without collateral to its residents, some of whom are insured under third-party payor arrangements, primarily with Medicare and Medical Assistance.

The Organization maintains cash accounts, which, at times, may exceed federally insured limits. The Organization has not experienced any losses from maintaining cash accounts in excess of federally insured limits. Management believes it is not subject to any significant credit risk on its cash accounts.

Garden Spot Communities and Subsidiaries

Supplementary Information
 Consolidating Schedule, Balance Sheet
 June 30, 2022

	Obligated Group				At Home Services, LLC	Garden Spot Village of Akron	Garden Spot Communities	Garden Spot CoLiving, LLC	Eliminations	Consolidated Totals
	Garden Spot Village	GSV, LLC	Eliminations	Totals						
Assets										
Current Assets										
Cash and cash equivalents	\$ 5,926,233	\$ -	\$ -	\$ 5,926,233	\$ -	\$ 306,721	\$ 231,831	\$ -	\$ -	\$ 6,464,785
Assets whose use is limited, resident trust funds	2,623,826	-	-	2,623,826	-	23,926	-	-	-	2,647,752
Accounts receivable:										
Residents, net	843,824	-	-	843,824	43,096	957,288	-	165	-	1,844,373
Other	103,998	-	-	103,998	-	1,076	-	-	-	283,276
Prepaid expenses and other current assets	1,674,186	-	-	1,674,186	-	112,793	178,202	-	-	1,837,769
Due from affiliates	6,685,010	11,146,480	(11,146,480)	6,685,010	737	-	50,790	9,683	(6,923,999)	-
Total current assets	17,857,077	11,146,480	(11,146,480)	17,857,077	43,833	1,401,804	689,392	9,848	(6,923,999)	13,077,955
Investments	20,361,174	-	-	20,361,174	-	-	4,336,504	-	-	24,697,678
Assets Whose Use is Limited										
Board-designated	6,057,656	-	-	6,057,656	-	-	-	-	-	6,057,656
Statutory liquid minimum reserve	4,096,000	-	-	4,096,000	-	-	-	-	-	4,096,000
Total assets whose use is limited	10,153,656	-	-	10,153,656	-	-	-	-	-	10,153,656
Property and Equipment, Net										
Cost	212,064,873	8,507,418	-	220,572,291	154,276	8,568,127	711,119	-	-	230,005,813
Accumulated depreciation	(87,224,166)	(4,838,565)	-	(92,062,731)	(121,686)	(2,912,489)	(48,156)	-	-	(95,145,062)
Property and equipment, net	124,840,707	3,668,853	-	128,509,560	32,590	5,655,638	662,963	-	-	134,860,751
Derivative Financial Instruments	887,158	-	-	887,158	-	-	-	-	-	887,158
Total assets	\$ 174,099,772	\$ 14,815,333	\$ (11,146,480)	\$ 177,768,625	\$ 76,423	\$ 7,057,442	\$ 5,688,859	\$ 9,848	\$ (6,923,999)	\$ 183,677,198

Garden Spot Communities and Subsidiaries

Supplementary Information
 Consolidating Schedule, Balance Sheet
 June 30, 2022

	Obligated Group				At Home Services, LLC	Garden Spot Village of Akron	Garden Spot Communities	Garden Spot CoLiving, LLC	Eliminations	Consolidated Totals
	Garden Spot Village	GSV, LLC	Eliminations	Totals						
Liabilities and Net Assets (Deficit)										
Current Liabilities										
Current maturities of long-term debt	\$ 2,900,600	\$ -	\$ -	\$ 2,900,600	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ 3,080,600
Accounts payable:										
Trade	910,117	-	-	910,117	-	139,744	15,981	-	-	1,065,842
Entrance fee refunds	480,107	-	-	480,107	-	-	-	-	-	480,107
Accrued expenses	2,096,164	116,521	-	2,212,685	32,224	292,428	376,058	-	-	2,913,395
Deferred grant revenue	-	-	-	-	-	35,163	-	-	-	35,163
Resident trust funds	2,623,826	-	-	2,623,826	-	23,926	-	-	-	2,647,752
Due to affiliates	11,156,167	118,370	(11,146,480)	128,057	905,985	5,857,978	31,917	62	(6,923,999)	-
Total current liabilities	20,166,981	234,891	(11,146,480)	9,255,392	938,209	6,509,239	423,956	62	(6,923,999)	10,202,859
Long-Term Debt	57,800,409	-	-	57,800,409	-	2,573,983	-	-	-	60,374,392
Deposits From Prospective Residents	4,240,600	-	-	4,240,600	-	-	-	-	-	4,240,600
Refundable Entrance Fees	5,670,085	-	-	5,670,085	-	-	-	-	-	5,670,085
Deferred Revenue From Entrance Fees	74,467,891	-	-	74,467,891	-	-	-	-	-	74,467,891
Total liabilities	162,345,966	234,891	(11,146,480)	151,434,377	938,209	9,083,222	423,956	62	(6,923,999)	154,955,827
Net Assets (Deficit)										
Without donor restrictions	11,236,398	14,580,442	-	25,816,840	(861,786)	(2,026,100)	5,264,903	9,786	-	28,203,643
With donor restrictions	517,408	-	-	517,408	-	320	-	-	-	517,728
Total net assets (deficit)	11,753,806	14,580,442	-	26,334,248	(861,786)	(2,025,780)	5,264,903	9,786	-	28,721,371
Total liabilities and net assets (deficit)	\$ 174,099,772	\$ 14,815,333	\$ (11,146,480)	\$ 177,768,625	\$ 76,423	\$ 7,057,442	\$ 5,688,859	\$ 9,848	\$ (6,923,999)	\$ 183,677,198

Garden Spot Communities and Subsidiaries

Supplementary Information
 Consolidating Schedule, Statement of Operations
 Year Ended June 30, 2022

	Obligated Group				At Home Services, LLC	Garden Spot Village of Akron	Garden Spot Communities	Garden Spot CoLiving, LLC	Eliminations	Consolidated Totals
	Garden Spot Village	GSV, LLC	Eliminations	Totals						
Revenues Without Donor Restrictions										
Net resident service revenues										
Management fee	\$ 42,373,310	\$ -	\$ -	\$ 42,373,310	\$ 378,400	\$ 5,596,100	\$ -	\$ 1,135	\$ -	\$ 48,348,945
Rent	210,506	-	(202,442)	8,064	-	-	2,914,577	-	(2,922,641)	-
Grant revenues	32,762	1,244,361	-	1,277,123	-	-	-	-	-	-
Other revenues	406,585	-	-	406,585	-	16,424	-	24,636	-	1,318,183
Net assets released from restrictions used for operations	363,049	219,283	-	582,332	(4,169)	4,830	620,879	10	-	480,379
	61,089	-	-	61,089	-	9,375	-	-	-	1,203,882
Total revenues without donor restrictions	43,447,301	1,463,644	(202,442)	44,708,503	374,231	5,700,523	3,535,456	25,781	(2,922,641)	51,421,853
Expenses										
Nursing	11,795,460	-	-	11,795,460	428,416	4,111,306	-	-	-	16,335,182
Dietary	5,110,821	-	-	5,110,821	-	351,559	-	-	-	5,462,380
Social services	983,320	-	-	983,320	-	256,086	-	-	-	1,239,406
Housekeeping and laundry	864,311	-	-	864,311	-	147,380	-	-	-	1,011,691
Plant operations	4,843,624	8,441	-	4,852,065	-	461,183	-	1,185	-	5,314,433
Real estate taxes	1,661,134	108,965	-	1,770,099	-	78,677	790	7,294	-	1,856,860
Utilities	1,459,762	100,972	-	1,560,734	-	159,526	-	5,614	-	1,725,874
Administrative	2,131,886	-	-	2,131,886	58	575,510	3,412,138	-	-	6,119,692
Management fee	2,701,376	311,485	(202,442)	2,810,419	28,595	75,563	-	8,064	(2,922,641)	-
Marketing	1,181,346	-	-	1,181,346	-	2,883	391,573	-	-	1,575,802
Depreciation	7,393,148	247,987	-	7,641,135	5,907	319,106	31,686	-	-	7,997,834
Interest	2,091,717	-	-	2,091,717	-	79,683	-	-	-	2,171,400
Total expenses	42,217,905	777,850	(202,442)	42,793,313	462,976	6,618,562	3,836,187	22,157	(2,922,641)	50,810,554
Operating income (loss)	1,229,396	685,794	-	1,915,190	(88,745)	(918,039)	(300,731)	3,624	-	611,299
Other Income (Loss)										
Investment income	2,068,507	-	-	2,068,507	-	-	-	-	-	2,230,956
Contributions	1,796,446	-	-	1,796,446	-	540	162,449	-	-	1,796,986
Change in net unrealized losses on investments	(5,773,463)	-	-	(5,773,463)	-	-	(646,578)	-	-	(6,420,041)
Change in fair value of derivative financial instruments	6,425,433	-	-	6,425,433	-	-	-	-	-	6,425,433
Loss on sale of fixed assets	(128,352)	-	-	(128,352)	-	-	-	-	-	(128,352)
Revenues in excess of (less than) expenses	5,617,967	685,794	-	6,303,761	(88,745)	(917,499)	(784,860)	3,624	-	4,516,281
Transfers (to) From Affiliates	(928,505)	(63,008)	-	(991,513)	-	991,513	-	-	-	-
Net Assets Released From Restrictions Used for Purchase of Property and Equipment	23,585	-	-	23,585	-	-	-	-	-	23,585
Change in net assets (deficit) without donor restrictions	\$ 4,713,047	\$ 622,786	\$ -	\$ 5,335,833	\$ (88,745)	\$ 74,014	\$ (784,860)	\$ 3,624	\$ -	\$ 4,539,866

Garden Spot Communities and Subsidiaries

Supplementary Information
 Consolidating Schedule, Balance Sheet
 June 30, 2021

	Obligated Group				At Home Services, LLC	Garden Spot Village of Akron	Garden Spot Communities	Garden Spot CoLiving, LLC	Eliminations	Consolidated Totals
	Garden Spot Village	GSV, LLC	Eliminations	Totals						
Assets										
Current Assets										
Cash and cash equivalents	\$ 6,597,807	\$ -	\$ -	\$ 6,597,807	\$ -	\$ 181,720	\$ 901,866	\$ -	\$ -	\$ 7,681,393
Assets whose use is limited, resident trust funds	2,951,933	-	-	2,951,933	-	27,605	-	-	-	2,979,538
Accounts receivable:										
Residents, net	677,659	-	-	677,659	26,655	523,116	-	34	-	1,227,464
Other	77,288	-	-	77,288	-	956	14,826	-	-	93,070
Prepaid expenses and other current assets	776,161	-	-	776,161	-	55,756	29,842	-	-	861,759
Due from affiliates	6,137,600	10,065,863	(10,065,863)	6,137,600	42	-	15,367	6,128	(6,159,137)	-
Total current assets	17,218,448	10,065,863	(10,065,863)	17,218,448	26,697	789,153	961,901	6,162	(6,159,137)	12,843,224
Investments	22,589,896	-	-	22,589,896	-	-	4,782,929	-	-	27,372,825
Assets Whose Use is Limited										
Board-designated	5,919,999	-	-	5,919,999	-	-	-	-	-	5,919,999
Entrance fee escrow deposits	516,019	-	-	516,019	-	-	-	-	-	516,019
Statutory liquid minimum reserve	3,644,000	-	-	3,644,000	-	-	-	-	-	3,644,000
Total assets whose use is limited	10,080,018	-	-	10,080,018	-	-	-	-	-	10,080,018
Property and Equipment, Net										
Cost	206,665,607	8,504,358	-	215,169,965	122,565	8,367,121	708,794	-	-	224,368,445
Accumulated depreciation	(79,925,940)	(4,590,579)	-	(84,516,519)	(115,779)	(2,593,383)	(16,471)	-	-	(87,242,152)
Property and equipment, net	126,739,667	3,913,779	-	130,653,446	6,786	5,773,738	692,323	-	-	137,126,293
Total assets	\$ 176,628,029	\$ 13,979,642	\$ (10,065,863)	\$ 180,541,808	\$ 33,483	\$ 6,562,891	\$ 6,437,153	\$ 6,162	\$ (6,159,137)	\$ 187,422,360

Garden Spot Communities and Subsidiaries

Supplementary Information
 Consolidating Schedule, Balance Sheet
 June 30, 2021

	Obligated Group			At Home Services, LLC	Garden Spot Village of Akron	Garden Spot Communities	Garden Spot CoLiving, LLC	Eliminations	Consolidated Totals	
	Garden Spot Village	GSV, LLC	Eliminations							Totals
Liabilities and Net Assets (Deficit)										
Current Liabilities										
Current maturities of long-term debt	\$ 2,270,600	\$ -	\$ -	\$ 2,270,600	\$ -	\$ 155,000	\$ -	\$ -	\$ -	\$ 2,425,600
Accounts payable:										
Trade	1,044,841	-	-	1,044,841	-	135,102	30,764	-	-	1,210,707
Entrance fee refunds	865,591	-	-	865,591	-	-	-	-	-	865,591
Accrued expenses	1,725,845	12,658	-	1,738,503	26,407	293,497	315,487	-	-	2,373,894
Resident trust funds	2,951,933	-	-	2,951,933	-	27,605	-	-	-	2,979,538
Due to affiliates	10,071,989	9,328	(10,065,863)	15,454	780,117	5,322,427	41,139	-	(6,159,137)	-
Total current liabilities	18,930,799	21,986	(10,065,863)	8,886,922	806,524	5,933,631	387,390	-	(6,159,137)	9,855,330
Long-Term Debt	60,645,415	-	-	60,645,415	-	2,728,879	-	-	-	63,374,294
Deposits From Prospective Residents	2,861,740	-	-	2,861,740	-	-	-	-	-	2,861,740
Refundable Entrance Fees	6,115,439	-	-	6,115,439	-	-	-	-	-	6,115,439
Deferred Revenue From Entrance Fees	75,804,369	-	-	75,804,369	-	-	-	-	-	75,804,369
Derivative Financial Instrument	5,538,275	-	-	5,538,275	-	-	-	-	-	5,538,275
Total liabilities	169,896,037	21,986	(10,065,863)	159,852,160	806,524	8,662,510	387,390	-	(6,159,137)	163,549,447
Net Assets (Deficit)										
Without donor restrictions	6,523,351	13,957,656	-	20,481,007	(773,041)	(2,100,114)	6,049,763	6,162	-	23,663,777
With donor restrictions	208,641	-	-	208,641	-	495	-	-	-	209,136
Total net assets (deficit)	6,731,992	13,957,656	-	20,689,648	(773,041)	(2,099,619)	6,049,763	6,162	-	23,872,913
Total liabilities and net assets (deficit)	\$ 176,628,029	\$ 13,979,642	\$ (10,065,863)	\$ 180,541,808	\$ 33,483	\$ 6,562,891	\$ 6,437,153	\$ 6,162	\$ (6,159,137)	\$ 187,422,360

Garden Spot Communities and Subsidiaries

 Supplementary Information
 Consolidating Schedule, Statement of Operations
 Year Ended June 30, 2021

	Obligated Group				At Home Services, LLC	Garden Spot Village of Akron	Garden Spot Communities	Garden Spot CoLiving, LLC	Eliminations	Consolidated Totals
	Garden Spot Village	GSV, LLC	Eliminations	Totals						
Revenues Without Donor Restrictions										
Net resident service revenues	\$ 38,646,875	\$ -	\$ -	\$ 38,646,875	\$ 287,837	\$ 5,410,471	\$ -	\$ 671	\$ -	\$ 44,345,854
Management fee	212,862	-	(204,210)	8,652	-	-	2,640,885	-	(2,649,537)	-
Rent	55,138	1,244,994	-	1,300,132	-	13,800	-	23,788	-	1,337,720
Grant revenues	652,526	-	-	652,526	-	315,404	-	-	-	967,930
Other revenues	265,179	196,008	-	461,187	3,027	(3,791)	237,462	5	-	697,890
Net assets released from restrictions used for operations	50,172	-	-	50,172	-	1,100	-	-	-	51,272
Total revenues without donor restrictions	39,882,752	1,441,002	(204,210)	41,119,544	290,864	5,736,984	2,878,347	24,464	(2,649,537)	47,400,666
Expenses										
Nursing	11,621,740	-	-	11,621,740	364,854	3,992,288	-	-	-	15,978,882
Dietary	4,688,090	-	-	4,688,090	-	337,712	-	-	-	5,025,802
Social services	944,268	-	-	944,268	-	239,293	-	-	-	1,183,561
Housekeeping and laundry	885,253	-	-	885,253	-	166,405	-	-	-	1,051,658
Plant operations	4,440,848	7,525	-	4,448,373	-	423,024	-	5,430	-	4,876,827
Real estate taxes	1,533,244	107,149	-	1,640,393	-	77,027	3,376	2,563	-	1,723,359
Utilities	1,374,929	80,724	-	1,455,653	-	123,049	-	5,209	-	1,583,911
Administrative	2,290,601	-	-	2,290,601	(6,371)	875,958	2,696,828	-	-	5,857,016
Management fee	2,460,918	309,408	(204,210)	2,566,116	21,177	53,592	-	8,652	(2,649,537)	-
Marketing	1,144,535	-	-	1,144,535	-	707	387,892	257	-	1,533,391
Depreciation	6,851,902	258,684	-	7,110,586	3,419	324,077	16,471	-	-	7,454,553
Interest	1,773,360	-	-	1,773,360	-	82,242	-	-	-	1,855,602
Total expenses	40,009,688	763,490	(204,210)	40,568,968	383,079	6,695,374	3,104,567	22,111	(2,649,537)	48,124,562
Operating (loss) income	(126,936)	677,512	-	550,576	(92,215)	(958,390)	(226,220)	2,353	-	(723,896)
Other Income (Loss)										
Investment income	1,655,953	-	-	1,655,953	-	-	190,779	-	-	1,846,732
Contributions	440,781	-	-	440,781	-	77	-	-	-	440,858
Change in net unrealized gains on investments	3,086,363	-	-	3,086,363	-	-	444,833	-	-	3,531,196
Change in fair value of derivative financial instrument	3,293,088	-	-	3,293,088	-	-	-	-	-	3,293,088
Loss on sale of fixed assets	(18,203)	-	-	(18,203)	(3,832)	-	-	-	-	(22,035)
Revenues in excess of (less than) expenses	8,331,046	677,512	-	9,008,558	(96,047)	(958,313)	409,392	2,353	-	8,365,943
Transfers (to) From Affiliates	(1,901,779)	(62,365)	-	(1,964,144)	-	964,144	1,000,000	-	-	-
Net Assets Released From Restrictions Used for Purchase of Property and Equipment	64,646	-	-	64,646	-	-	-	-	-	64,646
Change in net assets (deficit) without donor restrictions	\$ 6,493,913	\$ 615,147	\$ -	\$ 7,109,060	\$ (96,047)	\$ 5,831	\$ 1,409,392	\$ 2,353	\$ -	\$ 8,430,589

SYCAMORE SPRINGS*	HOME SIZE Approx. Sq Ft	Entrance Fee 4 Year Refund	Entrance Fee 8 Year Refund	Entrance Fee 75% Refund	Monthly Fee Single	Monthly Fee Double
The Linden — Type 1 (1 car)	1,300 sq ft	\$292,900	\$307,900	\$560,900	\$1,627	\$1,797
The Linden — Type 2 (2 car)	1,300 sq ft	\$302,900	\$317,900	\$580,900	\$1,661	\$1,831
The Jackson — Type 1 (1 car)	1,400 sq ft	\$299,900	\$314,900	\$574,900	\$1,684	\$1,854
The Jackson — Type 2 (2 car)	1,400 sq ft	\$309,900	\$325,900	\$593,900	\$1,716	\$1,886
*The Kraybill — Types 1, 2 & 3 (2 car)	1,600 sq ft	\$329,900	\$346,900	\$631,900	\$1,895	\$2,065
The Weaver — Type 1 (1 car)	2,000 sq ft	\$369,900	\$388,900	\$708,900	\$1,997	\$2,167
*The Weaver — Types 2 & 3 (2 car)	2,000 sq ft	\$391,900	\$411,900	\$750,900	\$2,260	\$2,430
The Kinzer — Type 1 (2 car)	2,800 sq ft	\$446,900	\$468,900	\$855,900	\$2,467	\$2,637
CARRIAGE HOMES	HOME SIZE Approx. Sq Ft	Entrance Fee 4 Year Refund	Entrance Fee 8 Year Refund	Entrance Fee 75% Refund	Monthly Fee Single	Monthly Fee Double
Standard End 1 Car	1,600 sq ft	\$305,400	\$321,400	\$585,400	\$1,899	\$2,059
Standard End 2 Car	1,600 sq ft	\$310,400	\$326,400	\$594,400	\$1,921	\$2,091
Deluxe Center	1,400 sq ft	\$275,400	\$289,400	\$527,400	\$1,827	\$1,997
Deluxe End 1 Car with Loft	2,000 sq ft	\$352,900	\$370,900	\$669,900	\$2,127	\$2,297
Deluxe End 2 Car with Loft	2,000 sq ft	\$375,900	\$394,900	\$713,900	\$2,208	\$2,378
COTTAGES	HOME SIZE Approx. Sq Ft	Entrance Fee 4 Year Refund	Entrance Fee 8 Year Refund	Entrance Fee 75% Refund	Monthly Fee Single	Monthly Fee Double
Standard Center	1,100 sq ft	\$218,400	\$229,400	\$418,400	\$1,460	\$1,608
Standard End	1,200 sq ft	\$233,400	\$245,400	\$447,400	\$1,534	\$1,682
Deluxe Center	1,250 sq ft	\$248,400	\$261,400	\$476,400	\$1,596	\$1,744
Deluxe End	1,300 sq ft	\$265,400	\$279,400	\$508,400	\$1,627	\$1,775

Prices vary according to size & location, please see the Amortization & Refund Schedule.
 *Distinctive Location homes have a more scenic view, are nestled up against beautiful gardens or more private spaces. Ask a sales associate for Distinctive Location pricing.
 Prices effective July 1, 2022. Prices are subject to change.



VILLAGE SQUARE	HOME SIZE Approx. Sq Ft	Entrance Fee 4 Year Refund	Entrance Fee 8 Year Refund	Entrance Fee 75% Refund	Monthly Fee Single	Monthly Fee Double
Hamlin I - 2 BR	1,300 sq ft	\$279,400	\$293,400	\$535,400	\$2,074	\$2,616
Halstead I - 2 BR	1,300 sq ft	\$279,400	\$293,400	\$535,400	\$2,074	\$2,616
Ardley I - 2 BR w/Den	1,400 sq ft	\$302,400	\$317,400	\$579,400	\$2,189	\$2,731
Atworth I - 2 BR w/Den	1,400 sq ft	\$302,400	\$317,400	\$579,400	\$2,177	\$2,719
*Hamlin II - 2 BR	1,450 sq ft	\$308,400	\$324,400	\$590,400	\$2,197	\$2,739
*Halstead II - 2 BR	1,450 sq ft	\$308,400	\$324,400	\$590,400	\$2,209	\$2,751
**Ardley II - 2 BR w/Den	1,500 sq ft	\$338,400	\$355,400	\$648,400	\$2,316	\$2,858
**Atworth II - 2 BR w/Den	1,500 sq ft	\$338,400	\$355,400	\$648,400	\$2,315	\$2,857
**Ellsworth II - 3 BR	1,900 sq ft	\$385,400	\$405,400	\$738,400	\$2,496	\$3,038
GARDEN APARTMENTS	HOME SIZE Approx. Sq Ft	Entrance Fee 4 Year Refund	Entrance Fee 8 Year Refund	Entrance Fee 75% Refund	Monthly Fee Single	Monthly Fee Double
Studio	488 sq ft	\$85,400	\$90,400	\$164,400	\$1,477	\$2,001
1 BR	725 sq ft	\$130,400	\$137,400	\$250,400	\$1,583	\$2,107
1 BR w/Den	875 sq ft	\$180,400	\$189,400	\$345,400	\$1,716	\$2,240
2 BR Standard	975 sq ft	\$199,400	\$209,400	\$382,400	\$1,783	\$2,307
2 BR Deluxe	1,075 sq ft	\$226,400	\$238,400	\$433,400	\$1,851	\$2,375
2 BR Deluxe Suite	1,100 sq ft	\$258,400	\$271,400	\$495,400	\$1,882	\$2,406

Prices vary according to size & location, please see the Amortization & Refund Schedule.

**Underground parking space included with this home. Prices effective July 1, 2022. Prices are subject to change.



Garden Spot Village

ENTRANCE FEE REFUND AMORTIZATION SCHEDULE

Depending on the Entrance Fee plan you choose, a portion of the amount you paid may be refunded to you. Use this chart to calculate which percentage of the entrance fee is refunded at different time periods.

If you have questions about which plan is most appropriate for your situation, please feel free to call Sales at 717.355.6000.



AMORTIZATION BASIS	4 Year Refund	8 Year Refund	75% Refund
	2% / Month 24% / Year	1% / Month 12% / Year	1% / Month until 75%
6 Month	88%	94%	94%
End of Year 1	76%	88%	88%
Year 2	52%	76%	76%
Year 3	28%	64%	75%
Year 4	4%	52%	75%
Year 5	0%	40%	75%
Year 6		28%	75%
Year 7		16%	75%
Year 8		4%	75%
Year 9		0%	75%
Year 10			75%
Year 11			75%
Year 12			75%
Year 13			75%
Year 14			75%
Year 15+			75%

The refund offered under 75% Refund remains in effect until termination of contract.



RESIDENT AGREEMENT



**GARDEN SPOT
VILLAGE**



433 SOUTH KINZER AVENUE, NEW HOLLAND, PA 17557
GARDENSPOTVILLAGE.ORG
717.355.6000

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RESIDENT AGREEMENT GARDEN SPOT VILLAGE

THIS AGREEMENT is between _____ hereafter called the "Resident" and referred to by the words "you" and "your" (if husband and wife, or two other persons are parties hereto, the words "Resident," "you" and "your" shall apply to them jointly and severally where the context permits) and Garden Spot Village, hereafter called "Village" or "Garden Spot Village" and referred to by the words "we," "us" and "our." We are an independent, not-for-profit Pennsylvania corporation, which owns and operates a continuing care retirement community known as Garden Spot Village, in Lancaster County, Pennsylvania. The word "us" in "one of us," "both of us," "either of us," and similar phrases shall apply to you and to Garden Spot Village jointly.

Having paid a non-refundable application-processing fee, you have applied for residency at Garden Spot Village and your application has been approved and accepted by us, subject to the signing of this agreement. After we receive your signed Resident Agreement, you will pay the prevailing reservation deposit, and a Residence, specified below, will be reserved for you. The deposit will be credited toward your Entrance Fee.

As you have applied for entry to Garden Spot Village, and we have accepted your application subject to the signing of this Agreement, both of us agree as follows:

SECTION 1:

DEFINITION OF TERMS

- 1.1 "Agreement" means the Resident Agreement.
- 1.2 "Chief Executive Officer" means the person who is designated by Garden Spot Village Board of Directors to administer the Village.
- 1.3 "Entrance Fee" means the fee paid by you to Garden Spot Village prior to entering the Village as set forth in this Resident Agreement.
- 1.4 "Medical Director" means the physician appointed from time to time by Garden Spot Village to supervise the medical affairs at the Village.
- 1.5 "Monthly Service Fee" means the fee paid by you to us on a monthly basis as set forth in this Agreement.
- 1.6 "Nursing Center" is the nursing facility at Garden Spot Village that is licensed by the Commonwealth of Pennsylvania to provide nursing services in long term care.
- 1.7 "Personal Care Unit" means the designated facility located on the campus of Garden Spot Village that is licensed by the Commonwealth of Pennsylvania to provide personal care services in long term care.

- 1.8 "Residence" means the unit owned by Garden Spot Village and designated for occupancy by you in this Agreement.
- 1.9 "Resident Handbook" means the publication containing our policies and procedures, which has been provided to you, and which is subject to change from time to time.
- 1.10 "Vacate" means to permanently cease occupying a residence and removal of all resident's possessions.

SECTION 2:

ADMISSION, OCCUPANCY DATE AND TERM

- 2.1 Admission.
With the execution of this agreement by both of us, you are granted admission to a residence in Garden Spot Village in accordance with the provisions of this agreement.
- 2.2 Occupancy Date.
The occupancy date for all purposes under this agreement shall be the date on which you first personally occupy your residence or make settlement on your residence, whichever comes first.
- 2.3 Limits on Occupancy.
Only persons who are admitted to Garden Spot Village and have signed an agreement may occupy a residence. Also, occupancy of a residence is limited to one or two persons who both satisfy the conditions of occupancy.
- 2.4 Commencement and Duration of Services and Obligations.
From and after the occupancy date, we will furnish you the residence identified in paragraph 3.1, and the facilities, services, and medical care specified in this agreement. You shall pay the balance of the entrance fee and the monthly service fee. These services will be provided for life unless this agreement is terminated at some earlier date as provided for in this agreement. We will provide you with at least thirty (30) days notice in advance of changes in the scope of care or services except for changes required by State or Federal laws or regulations.
- 2.5 Guest Policy.
Guests are allowed to stay overnight in a residence, so long as the guests do not stay more than fourteen (14) nights in a row. If a guest stays more than this allowed period, we may terminate this agreement or charge an additional monthly service fee for the guest.

SECTION 3:

FACILITIES PROVIDED BY US

- 3.1 Living Accommodation.
The residence you have selected to occupy, subject to the provisions of this agreement, is number _____ (herein, the "Residence") which is a _____ (type).
- 3.2 Common Facilities.
Subject to our then current policies and practices relating to access and reservation of common facilities, you may use the common facilities provided by us. You may also reserve areas for special occasions in accordance with the Resident Handbook of Garden Spot Village.
- 3.3 Health Care.
We will make available to you our personal care or nursing facility services, which shall be available on a priority access basis in accordance with our then current policies and practices.
- 3.4 Furnishings.
You have the non-assignable right to occupy and use the Residence reserved subject to provisions for changes in accommodations as provided below. We will furnish floor coverings, call system, smoke and fire detectors, assist bars in the bath area, a washer and dryer, stove, microwave, garbage disposal, refrigerator, and dishwasher (in all units except the efficiency unit). You shall provide all other furnishing subject to our approval and supervision; these will remain your personal property. The Residence (and any subsequent residence at Garden Spot Village), at the time of your initial occupancy, shall be in move-in condition and any appliance furnished by us shall be in reasonable operating condition, as determined by us.
- 3.5 Modifications to Residences.
Modifications to any residence, other than those we undertake, will require our approval; if so approved, they will be at your expense and will become our property unless agreed upon in writing. Approval of such modifications may be conditioned upon your payment to us of a sum sufficient to later restore the Residence to its original condition. The firm or individuals retained to make such changes and the plans for the changes will be determined by Garden Spot Village. Charges for modifications are not refundable unless established in writing prior to the modification. At the time you vacate your residence you or your estate will be responsible for all charges to restore modifications to the original condition and floor plan of the residence if deemed necessary.
- 3.6 Laundry Facilities.
We will provide automatic washers and dryers for your personal laundry in each residence.
- 3.7 Storage.
Limited storage facilities are available to you. You bear the risk of damage or loss to stored property.

3.8 Call System.

Your unit will be equipped with a call system by which you can contact staff who will be available to provide assistance.

SECTION 4:

GENERAL SERVICES WE WILL PROVIDE

4.1 Food and Meals.

We will offer food and meal options in a variety of dining venues. The meal plan(s) available to residents are described in our Resident Handbook, which is subject to change from time to time.

4.2 Housekeeping.

You must maintain your residence in a clean and safe condition. We will be responsible for the housekeeping in all public areas. The monthly service fee you pay to us does not include housekeeping services in your residence; these services may be available for an additional charge. We have the right to inspect your apartment after proper notice to you. If you do not maintain your residence in a clean and safe manner as determined by us, we have the right, after notice to you, to maintain the residence and to charge the cost of such maintenance to you.

4.3 Maintenance, Redecoration and Repairs.

We will perform and provide repairs, maintenance, and replacement of property and equipment we own, and the charge for these services is included in the monthly service fee. Repairs, maintenance, and replacement of your personal property will be your responsibility and at your cost. Redecoration of any residence, in addition to or other than that scheduled by us, will require a written request by you and our approval in writing. Such redecoration will be at your expense. If you change or replace any of the property or equipment we provide in the residence, we will immediately become the owners of the replacement property, unless we agree otherwise in writing in advance. We may decline to repair, maintain or replace property and equipment, which you change, modify, or replace. Except in an emergency, maintenance and repair services will be provided during normal working hours, Monday through Friday.

4.4 Refurbishment.

As part of our preventive maintenance program, we shall, at periodic intervals to be determined by us, refurbish your residence. The cost for the refurbishment shall be allocated between you and us in accordance with our policy as reflected in our Resident Handbook, which is subject to change from time to time.

4.5 Groundskeeping.

We will maintain all community buildings, common areas and grounds, including lawns, walkways, driveways, and snow removal. Landscaping and decorative planting will be provided and maintained by the Village, as it deems appropriate. After written approval from us, residents may elect to supplement decorative planting with their own annuals.

4.6 Utilities.

We will furnish water, electricity, heat, air conditioning and sewer as part of the monthly service fee. Garbage and trash removal will be made from designated points. You will

be responsible for television cable, telephone and internet charges if you choose to utilize such services.

4.7 Local Transportation.

We will provide scheduled, local transportation for residents, in accordance with the schedule established by us. Additional transportation shall be provided by us at an additional charge to you and in accordance with our policy as reflected in our Resident Handbook, which is subject to change from time to time.

4.8 Taxes.

Real estate taxes assessed to Garden Spot Village are included in the monthly service fee.

4.9 Property Insurance.

The Village shall provide insurance on the Village's property only which coverage is included in the monthly service fee. You are required to purchase insurance in amounts acceptable to us as defined in section 6 of this agreement and the Resident Handbook.

4.10 Administration.

We shall provide administrative support services to implement the provisions of this agreement, which services are included in the monthly service fee.

4.11 Services Subject to Change.

We are committed to providing the quality and quantity of services described in this agreement; however, services and fees, including the monthly service fee, are subject to change upon 30 days' advance written notice to you. Adjustments to the monthly service fee will be based upon factors which include, but which are not limited to, changes in the Consumer Price Index, operating income and expenses, government regulations affecting Garden Spot Village, maintaining necessary reserve funds and to insure the financial stability of the Village.

SECTION 5:

MEDICAL SERVICES

5.1 Nursing and Personal Care Services.

You may request transfer from your residence to the personal care facility or to the nursing facility at Garden Spot Village. Transfers will be made in accordance with Garden Spot Village's policies. Garden Spot Village residents will have priority over non-residents for admission to our personal care and nursing facilities. If a bed is unavailable in one of our facilities, you may elect to transfer to another long-term care facility on a temporary basis until a bed is available at Garden Spot Village. Garden Spot Village will assist in making the arrangements and the transfer. Costs for the nursing service will be the responsibility of the resident and are not part of the agreement or monthly service fee.

5.2 Health Care Costs.

You may elect to use your own physician or choose to use the physicians located on our campus on a fee-for-service basis.

We encourage residents to remain independent. Programs promoting wellness will be offered through us and through other area health care institutions. You will be responsible for any charges relating to these services.

If you transfer temporarily or permanently to the personal care or nursing facility at Garden Spot Village, you will be charged on the basis of our prevailing rates.

5.3 Temporary Nursing or Aide Services Not Provided by Us.

The use of private duty nurses, aides or individuals providing supportive care services in the residence must be approved in writing by us. All private duty nurses or aides must provide us with an appropriate release and indemnification agreement, as well as proof of liability insurance as a condition of our approval. You must make all arrangements and are responsible to pay the cost for such services. You are required to confirm that any approved private duty nurse, aide or individual has workers' compensation insurance coverage. In the absence of such coverage, you are required to provide worker's compensation insurance to the extent required by law. We reserve the right to approve/disapprove all nurses and aides and to prohibit the use of such services.

SECTION 6:

INSURANCE OBLIGATIONS

6.1 Your Obligation to Carry Insurance.

You agree to maintain, at all times, at your own expense, coverage available through Medicare Part A (or any successor program) and Medicare Part B (or any successor program).

6.2 Supplemental Health and Long Term Care Insurance.

We strongly encourage you to maintain a supplemental health insurance policy as well as long-term care insurance.

6.3 Personal Property and Liability Insurance.

You are required to purchase personal property insurance and comprehensive liability insurance in amounts acceptable to us.

SECTION 7:

FEES

7.1 Entrance Fee.

You agree to pay an entrance fee of \$_____ which is Entrance Fee Plan _____ to us for the use and occupancy of your specific residence. This fee negates future entrance fee requirements for personal care or nursing care at Garden Spot Village. Since the entrance fee is based on the residence you select, we will not require you to pay an additional entrance fee to us during this agreement, unless you elect to move to a residence that has a higher entrance fee.

You agree to pay the entrance fee as follows:

- A. A reservation deposit of ten percent (10%) of the entrance fee is due at the signing of this Agreement.
- B. Final payment is due at settlement, which must occur within one business day of occupancy.
- C. Persons reserving a residence by paying a deposit during pre-construction will be notified, in writing, 60 days prior to when the unit is expected to be ready for occupancy. The final payment must be paid by you no later than 30 days after the unit is ready for occupancy.
- D. Settlement on existing units must occur within sixty (60) days of the signing of this agreement unless otherwise approved in writing by the Director of Marketing.
- E. A list of approved items available to customize your living unit is available; any custom changes must be in writing and signed by both you and us.

7.2 Monthly Service Fee.

- A. Amount. For the services described in this agreement, except as otherwise noted, you agree to pay a monthly service fee billed in advance by us. The monthly service fee is determined by the type of residence and the number of persons occupying the residence.
- B. Monthly Statement. You will receive, on a monthly basis, a statement which includes:
 - The monthly service fee for the following month.
 - Any credits.
 - Charges for additional services rendered during the preceding month.
 - Any other amounts due Garden Spot Village.
 - Payments received.
- C. Payment of Charges on Monthly Statement. You agree to pay the monthly charges to us by the fifth of each calendar month following receipt of the monthly statement. Failure to make payment within thirty (30) days after receipt of the statement will result in notification of overdue payment. If full payment is not received within 30 days of written notification, we may terminate this agreement.
- D. Adjustments to the Monthly Service Fee. The monthly service fee may be adjusted by us upon written notice to you at least 30 days prior to the effective date of any adjustment in the monthly service fee.
- E. Transfer or Death of One of Two Residents Sharing a Residence. If one of two residents occupying a residence transfers permanently to the personal care or nursing facility, to another off-campus residence, or dies, the remaining resident will pay the single occupancy monthly service fee.
- F. Average Annual Cost of Care. The estimated annual cost of care is \$18,544.00 as of June 30, 2013.

7.3 Inability to Pay.

- A. Charge Against Refundable Portion of Entrance Fee. If at any time you lack the financial resources to pay for your financial obligations under this agreement, we may charge any amounts owed against the amount otherwise available to you as a refund of the entrance fee as provided for in this agreement. The refund to which you are entitled will be reduced by the amount of such charges, even to the extent that the entire refundable portion of the entrance fee is exhausted.
- B. Exhaustion of Refundable Portion of Entrance Fee. If you have exhausted all financial resources, including the refundable portion of the entrance fee, and you

are still unable to pay for your financial obligations to us, we may, in our sole discretion, partially or wholly subsidize your monthly charges, provided that you have given us full and accurate disclosure of your financial resources at the time of application and updated this information on a regular basis to notify us of any material reduction in your financial resources or ability to pay. If you listed a long-term care insurance policy in your financial disclosure, your termination or modification of this coverage without our consent may disqualify you for financial assistance. Any financial assistance provided to a Resident is subject to our ability to obtain the objectives of Garden Spot Village while operating on a sound financial basis.

SECTION 8:

INABILITY TO PAY AND FINANCIAL ASSISTANCE POLICY

8.1 Our Financial Assistance Policy.

Without in any way qualifying our right to terminate this agreement, our policy is that if the sole reason for non-payment of your financial obligations to us is insufficient funds for reasons beyond your control, we will review the matter with you in accordance with Section 7.3 above. If you present us with facts which, in our opinion, justify special financial consideration, we may partly or wholly subsidize your monthly service fee, provided that such subsidy can be granted or continued without impairing our ability to attain our objectives of providing quality care at the lowest feasible cost while operating on a sound financial basis. All determinations we make concerning the granting or continuing of special financial consideration shall be final and binding on you, and any such determination shall be regarded as a confidential transaction between us, except for reports required to be made to financial institutions which lend funds to us or to regulatory or other governmental bodies.

8.2 Your Responsibility and Eligibility Requirements.

It shall be a condition of receiving a subsidy that you shall represent that you have not made and will not make any gift or other transfer of money or personal property in contemplation of the execution of this agreement, or subsequently, which would impair your ability or your estate's ability to satisfy the financial obligations under this agreement. If your monthly service fee is subsidized wholly or partly by us you may not sell or otherwise transfer property without written consent, nor cancel any long-term care insurance policy or other source of income. If your income is found to be inadequate to meet your responsibilities to us and to pay personal and incidental expenses, you will make every effort to obtain assistance from available resources and, if you can qualify, to take the necessary steps to obtain County, State or Federal aid or assistance. If your monthly service fee is subsidized wholly or partly by us, you will, at our request, supply us from time to time with financial statements and copies of your tax returns.

8.3 Recovery of Community Subsidy.

If your monthly service fee has been subsidized wholly or partly by us, your estate, if any, shall be liable to us for the full amount of the subsidy which you received for the entire time of residency. This paragraph shall apply whether or not you are in residence at Garden Spot Village at the time of your death. This agreement shall operate as a lifetime assignment, transfer, and conveyance to us of so much of your property as is

necessary to cover such liability. Any amount due us under this paragraph may be deducted by us from any refund payable to you to your estate, even if you are not living at Garden Spot Village at the time of your death.

_____ (initials)

SECTION 9:

RELOCATION, TRANSFER, AND CHANGES IN OCCUPANCY OF LIVING ACCOMMODATION, INCLUDING CHANGES DUE TO MARRIAGE

9.1 At Resident's Request.

You may request to change residences at any time. We will consider the request if another residence is available and if you agree to the following terms:

- You have been a resident of Garden Spot Village for a minimum of 6 months.
- You will be permitted to apply the current market entrance fee of your present Residence to the cost of the new residence you have selected.
- You will not be entitled to a credit if you move to a residence with a smaller entrance fee. If you move to a residence with a smaller entrance fee, then at the time you are entitled to a refund, it will be based on the original entrance fee paid.
- If you move into a residence with a larger entrance fee, you will pay the difference between the current market entrance fee of your present residence and the entrance fee of the new residence that you have selected. In the event that a refund is applicable, the amount refunded will be based on the total amount actually paid.
- You will agree to pay for the refurbishment of your new residence at a pro-rated cost that is based on the Cost Sharing Schedule in Exhibit B of the Resident Handbook. This schedule will be applied based on the number of years since your present residence was refurbished.
- You agree to vacate your current residence and move into your new residence within 60 days.
- You agree to permit marketing to show your residence to prospective future residents during the 60 day transition period.
- You also agree to pay an administrative relocation fee, as outlined in the Exhibit A of the Resident Handbook.

9.2 At Our Discretion.

We may require you to relocate to another residence if we determine, in our sole discretion, that such a move should be made for your health and safety, or the general welfare of the other residents, which may include consideration of your financial condition and your ability pay the monthly service fee. In determining to make such a transfer, we will consult you, your family, the Medical Director and/or your personal physician, if appropriate. We will consider their opinions, but we retain the right to make the final decision. Following a transfer under this provision, you will pay the monthly service fee applicable to the residence you then occupy.

9.3 Permanent Transfer to the Nursing Facility, Personal Care, or Other Service.

We may declare your residence vacant if both of the residents occupying the Residence have been transferred permanently to the personal care facility, memory support facility, nursing facility, another facility or hospital. You agree to make arrangements to remove your personal belongings from your Residence within 30 days after written notice has been provided to you (and/or your representatives) that it has been determined by the Village that the transfer will be permanent. Failure to do so will result in additional charges as set forth in the Resident Handbook.

9.4 Return to Independent Living Residence After Permanent Transfer.

If after your Residence has been released under provision 9.2 or 9.3 the condition of both or either resident improves so that one or both residents are able to resume residency in an independent living residence, you may return to independent living in accordance with the provisions of Section 9.1. We will provide a residence as soon as one becomes available. You shall execute a new Resident Agreement with the Village and pay the then current monthly service fee.

Paragraph 9.4 will survive and remain in full force and effect upon the termination of this Resident Agreement for purposes of returning to independent living in accordance with paragraph 9.1.

SECTION 10:

MARRIAGE

10.1 To a Non-Resident.

If you marry a non-resident and you wish to reside in your residence, the non-resident spouse may become a resident of Garden Spot Village if he or she meets all admission requirements and you and your spouse assume the monthly service fee for double occupancy of your residence. If your non-resident spouse does not meet admission requirements, you may terminate your agreement as set forth below.

10.2 To a Resident.

If you marry another resident and you intend to reside in one of your residences, whoever relinquishes his or her residence will cease paying the monthly service fee for the residence when it is vacated and all furniture and personal possessions are removed. At that time, you will begin to pay the double occupancy monthly service fee for the residence in which you are residing. The resident who vacated his or her residence shall be entitled to a refund of the entrance fee paid based on the then existing refund policy. A revised Resident Agreement shall be completed by you and your new spouse.

SECTION 11:

SEPARATION AND DIVORCE

11.1 Separation.

In the event that two residents, who are married to each other at the time of the execution of this Agreement, subsequently separate and one resident voluntarily elects to leave Garden Spot Village and has discontinued physical occupancy of the Residence for thirty (30) days, then such action shall constitute vacating the Residence

and termination of his/her right of occupancy. Such resident, however, remains jointly and severally liable in accordance with Section 18.13 of this Agreement. We reserve the right to relocate the remaining resident to a residence with a lesser Monthly Service Fee in the event that such resident has insufficient financial resources. If the two residents later reconcile, then the occupancy rights of the resident who voluntarily left Garden Spot Village may be reinstated upon the written agreement of all parties.

11.2 Divorce.

In the event that two residents, who were married to each other at the time of the signing of this Agreement, subsequently divorce and a dispute arises between the two residents over rights to any applicable refund, such refund shall be held by us until a legally binding property settlement is available or until the court with jurisdiction over the divorce proceeding shall issue an order to release such funds. The refund will not be paid at the time one resident permanently vacates the Residence and the other resident remains in the Residence and, if applicable, the amortization of the entrance fee shall continue until the resident remaining in the Residence vacates the Residence.

The resident that remains at Garden Spot Village must retain sufficient assets/resources to provide for his/her future care in accordance with the newly signed Resident Agreement. Consultation with us will be necessary to determine the amount of resources needed for future care. The remaining resident shall exercise his/her best efforts to maintain adequate financial resources to pay for future care. We reserve the right to relocate the remaining resident to a residence with a lesser Monthly Service Fee in the event that such resident has inadequate financial resources.

SECTION 12:

TERMINATION OF AGREEMENT

12.1 Prior to the Payment of the First Monthly Service Fee.

This Resident Agreement may be terminated prior to the payment of the first monthly service fee as follows:

- A. By you, for any reason, upon written notification to Garden Spot Village.
- B. By your death, except in the case where two people have signed this Agreement, in which case your survivor may elect to continue the agreement.
- C. By us, if you fail to make the entrance fee payment or any other payment agreed to, when due to us.
- D. By us, if we, in our sole discretion, determine that your financial condition has changed to the extent that you are no longer able to pay the entrance fee and monthly service fee.
- E. By us, in our sole discretion, if we have determined that your physical, mental or behavior condition has changed to the extent that the personal care facility or nursing care facility would represent a more appropriate setting for you.
- F. By us, if the results of the criminal background check and/or search on Megan's Law Website indicate that you have been convicted of a felony criminal offense under one or more of the offenses listed in the Garden Spot Village Policy Regarding Preclusion of Admission Due to Conviction of Certain Criminal Offenses

Notice of termination shall be provided in writing by certified mail to you.

12.2 After Payment of the First Monthly Service Fee and Prior to Death.

- A. Termination by Resident. After payment of the first monthly service fee and prior to death, you have the right to terminate this agreement by advising us in writing by certified mail at least thirty (30) days in advance of the date you intend to leave Garden Spot Village. Your obligations under this agreement will continue until the date that you actually vacate your residence, or at the end of the thirty-day notice period, whichever is later.
- B. Termination by Us. Garden Spot Village may terminate this agreement for just cause, which includes any breach by you of this agreement; the omission or falsification of information in the application forms; your actions or medical condition which may threaten the safety, peace, health or well-being of you or any others, as we may, in our sole discretion, determine; or if you fail to follow the policies and procedures of Garden Spot Village. If this agreement is terminated by us, you or your representative will receive at least a 30-day advance written notice by certified mail or such written notice as is reasonable under the circumstances. In situations where your continued occupancy threatens the safety, peace, health or well-being of you or others, only such notice as is reasonably practicable under the circumstances will be provided to you or your representative, and termination may be effective immediately.

12.3 Termination by Death.

- A. Unless this agreement is terminated in accordance with other provisions found within it, this agreement will terminate on the death of both residents which occupy the Residence, whereupon all obligations by us will cease, except for those relating to payment of any refund as specified in this agreement. Your obligation to pay the monthly service fee will continue until your residence has been vacated by your estate or family. Your residence must be vacated, however, within thirty days of the death of both residents occupying the Residence.
- B. If the entrance fee has been paid on behalf of two residents, upon the death of one resident, the portion of the monthly service fee attributed to the second person shall be discontinued. The surviving resident may elect to continue this agreement or terminate it according to its terms. The surviving resident may also choose to remain in the same living unit or transfer to another residence as provided in this agreement.

SECTION 13:

REFUND OF ENTRANCE FEE

You are entitled to a refund of all or a portion of your entrance fee after the termination of this agreement, under the following circumstances:

13.1 Refund During Seven (7) Day Rescission Period.

If you terminate this agreement during the seven (7) days following the date on which you provide a signed agreement to us, you will receive a refund of the entrance fee paid, without interest, less any expenses actually incurred by us at your specific request for custom improvements to your residence.

13.2 Refund Prior to Payment of the First Monthly Service Fee.

- A. Voluntary Termination. If you terminate this agreement after the seven (7) day rescission period but prior to occupancy, you will receive a refund of the entrance fee, without interest, less a cancellation fee equal to five (5) percent of the entrance fee; and any expenses incurred at your specific request for custom improvements to your residence as identified in the resident's agreement.
- B. Illness, Injury, Incapacity or Death. If you or your spouse are precluded from becoming a resident of Garden Spot Village because of documented illness, injury, or incapacity, or if you or your spouse dies prior to the date the residence is available for occupancy, this agreement may be rescinded and you will receive a refund of the entrance fee paid, without interest, less those expenses actually incurred by us at your specific request for custom improvements to your residence.

13.3 Refund After Payment of the First Monthly Service Fee.

The entrance fee is comprised of a refundable portion. Exhibit One, which is attached to this agreement, is a schedule of the refundable portion of the entrance fee based on the length of stay in the residence.

If this agreement is terminated after payment of the first monthly service fee, for any reason, including death, the refundable portion of the entrance fee will be refunded to you less any amount charged against the refund in accordance with this agreement, subject to the provisions of paragraph 13.5.

13.4 Refund Where Two Residents Occupy a Residence.

Where two residents occupy a Residence, the entire entrance fee will be available to cover the charges for both residents, regardless of which resident incurred the charges. Upon termination of the survivor's residency, the entrance fee refund shall be paid as set forth in this agreement to the last remaining survivor, unless other arrangements have been specified in an addendum to this agreement, subject to the provisions of paragraph 13.5.

13.5 When the Refund is Paid.

Except for refunds under 13.1 and 13.2 of this Agreement, we will pay any refund to which you are entitled after your residence has been vacated and a new resident has signed an agreement and paid an entrance fee for your residence. If you are survived by a spouse or other resident who remains in the residence after your vacancy, the refund will be paid only after the surviving spouse or other resident has terminated his or her residency and after a new resident has signed an agreement and paid an entrance fee for your residence.

Any refundable entrance fee due to you will be transferred to an interest-bearing escrow account with us and may be drawn upon as may be necessary for payment for your care here, or to pay for unpaid charges as otherwise set forth in this agreement to the extent your other financial resources are not adequate to cover such charges.

13.6 Continuance of Refund Provisions.

The terms and conditions reflected in paragraph 13.5 regarding refunds and the escrow account will survive and remain in full force and effect upon the termination of this Resident Agreement.

SECTION 14:

RESIDENTS' RIGHTS AND OBLIGATIONS AS TO PERSONAL PROPERTY

14.1 Right of Entry.

Garden Spot Village recognizes and affirms your right to privacy and its responsibility to limit entry to your residence to emergencies, and with notice, for routine inspections, and maintenance services. You acknowledge and accept our right to enter your residence in order to carry out the purpose and intent of this Agreement. Such entry includes, but is not limited to: response to the call system, response in the event you are reported missing or do not respond to calls, maintenance and security procedures.

14.2 Right of Property.

The rights and privileges granted to you by this agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements that make up Garden Spot Village. All rights, privileges or benefits under this agreement shall be subordinate to any mortgage, deed, or trust, security interest on or in any of the land, premises, fixtures, equipment, or furnishing of Garden Spot Village, and to all amendments, modifications, replacements or refinancing of any such documents. You agree that upon request you will execute and deliver any document which is required by us or by the holder of any such mortgage, deed or trust or security interest, to effect such subordination or give evidence of it.

SECTION 15:

YOUR RESPONSIBILITY FOR DAMAGES

You agree that any loss or damage caused by you to real or personal property that is ours will be paid for by you. We assume no responsibility for any harm done to you by another resident. You release and discharge us from all liability or responsibility for injury or damage to you or to your personal property caused by the fault or negligence of other residents or their guests.

SECTION 16:

YOUR RESPONSIBILITY FOR YOUR PERSONAL PROPERTY

You agree that we are not responsible for the loss of your personal property due to theft, fire, or any other cause. You have the responsibility, at your own expense, to insure your personal property against such risks.

SECTION 17

ARRANGEMENTS FOR GUARDIANSHIP, ADVANCE DIRECTIVES, AND DISPOSITION OF PROPERTY AT DEATH

17.1 Power of Attorney or Guardianship.

Prior to the time you occupy your residence, you agree to supply a true and correct copy of a signed, notarized Power of Attorney naming a third party of your own choosing as your Attorney-In-Fact to conduct your business and financial transactions in the event of your disability or incapacity. Thereafter, you agree to advise us of any changes in that document and to promptly supply us with a current, valid copy. We have the right to institute guardianship proceedings if you are not able to care for your personal property and you have not designated someone to do so. You will be responsible for the cost of such proceedings.

17.2 Advance Directives.

If you have executed an advance directive in the form of a living will relating to the provision of your health care in the event of terminal or other illnesses or conditions, you will provide a copy to us. You agree to give us a copy of any revisions to such a document. In order for us to act upon this type of document, however, we must have an original signed copy. If we cannot comply with your living will or advance directive, then we shall assist you in finding a health care provider, if reasonably available, who will care for you.

17.3 Funeral Arrangements. You agree to give us the name and address of your funeral director.

17.4 Disposition of Property at Death.

You agree to provide us with the name and address of your Executor, Executrix, or other person authorized to dispose of your property at death in accordance with Pennsylvania law. In the case of your death, we shall release all property in your Residence to the person(s) designated by you in writing to receive it, or if no such person(s) shall have been designated, then to your executor, administrator, or personal representative, or if none qualifies within thirty (30) days after your death, to any of your next of kin. We will hold such property for not more than thirty (30) days at the risk of your estate or of the persons entitled to receive the property. We will exercise ordinary care in safeguarding the property during that time. You hereby grant to us a limited power of attorney to hold and deliver your property as provided herein.

SECTION 18:

MISCELLANEOUS PROVISIONS

18.1 No Discrimination.

It is understood and agreed that we admit persons to our facilities and services without regard to sex, race, color, national origin, or religious affiliation.

18.2 No Waiver of Act 82.

Neither you nor we may waive any provision of the Continuing Care Providers Registration Act, Act 82 of 1984, which governs our actions as a continuing care provider. We have advised you of your right to rescind this Agreement within seven (7)

days, and this Agreement contains a form by which you may carry out such a rescission.

18.3 Rules, Policies and Procedures.

We shall have the right to adopt policies, procedures and rules regarding residency not inconsistent with the provisions of this agreement. You agree to observe the policies, procedures and rules we adopt.

18.4 Right of Occupancy.

No one other than you shall have a right of occupancy in the residence without our consent unless otherwise permitted pursuant to the policies, procedures, and rules we establish.

18.5 Residents Association.

We encourage you, and you have the right, to self-organization, through the Resident's Council.

18.6 Right to Receive Financial Information.

We will provide you annually with a copy of our annual disclosure statement.

18.7 Delegation by the CEO.

It is understood that any authority or responsibility given by this Agreement to us may be delegated by the CEO to any one or more members of our staff.

18.8 Our Responsibilities under this Agreement.

You are not obligated to prepay for any future health care services. Garden Spot Village is a fee-for-service continuing care provider and does not require you to prepay for any health care services, nor does it accept any liability to pay for your future health care services. In the event any other health care provider seeks payment from you for services offered under this Agreement, we shall not assume any liability for or make any payment of any such health care services because you were not required to prepay for any health care services.

18.9 Successors and Assigns.

We have the right to assign our rights and obligations in this agreement without your written approval or consent. Notwithstanding any such assignment, we will be solely responsible for the refund of your entrance fee in accordance with the terms of this agreement.

18.10 Entire Agreement.

This agreement, which includes the application for residence, the financial statement, medical records, and any addenda, constitutes the entire agreement between us. You warrant that all facts set forth in your application for residence and financial statement are true and complete. We are not liable for, nor bound in any manner by, any statements, representations or promises made by any person representing or purporting to represent us, unless set forth in this agreement, including any addenda.

18.11 Non-Transferability.

Your rights and privileges under this agreement to a residence, facilities and services and medical care are personal to you and cannot be transferred or assigned by you, or by any proceeding at law, or otherwise.

18.12 Modification of Agreement.

No amendment or modification of this agreement shall be valid unless in writing executed by both of us, provided that this agreement may also be modified or amended by Garden Spot Village if the same amendment or modification is adopted for all residents of Garden Spot Village and is approved in writing by a majority of the residents of Garden Spot Village.

18.13 Joint and Several Rights and Obligations.

When this agreement is signed by two persons, the rights and obligations belong to or are assumed by each individually and by both jointly.

18.14 Severability.

Should any provision of this agreement be held by a court or administrative tribunal to be invalid or unenforceable, it is the intention of the parties that such provisions shall be stricken to the extent of such invalidity or unenforceability and all other provisions shall continue as binding obligations.

18.15 Enforcement.

We shall have the right at all times to enforce the provisions of this Agreement in strict accordance with their terms, notwithstanding any conduct or custom on our part in refraining from doing so at any time or times.

18.16 Governing Laws.

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

18.17 Notices.

Notices, when required by the terms of this agreement, shall be given to us at the address of our administrative office given below and if to you at the address below until you enter Garden Spot Village, and thereafter at your Garden Spot Village address.

To us: Chief Executive Officer
Garden Spot Village
433 South Kinzer Avenue
New Holland, PA 17557

To you: _____

18.18 Receipt of Disclosure Statement and Resident Handbook.

Resident acknowledges receiving a copy of our annual Disclosure Statement and Resident Handbook at the signing of this agreement. _____(initials)

18.19 Criminal Background & Credit Check

AMORTIZATION AND REFUND SCHEDULE

	<u>Standard</u> 4 YR	<u>Plan A</u> 8 YR	<u>Plan D</u> 14 YR	<u>Plan E</u> 75% REFUND	<u>Plan F</u> 90% REFUND
Amortization Basis	2% / MO 24% / YR	1% / MO 12% / YR	.6% / MO 7.2% / YR	1% / MO TO 75% MIN	1% / MO TO 90% MIN

END OF YEAR					
1	76%	88%	92.8%	88%	90%
2	52%	76%	85.6%	76%	90%
3	28%	64%	78.4%	75%	90%
4	4%	52%	71.2%	75%	90%
5	0%	40%	64.0%	75%	90%
6		28%	56.8%	75%	90%
7		16%	49.6%	75%	90%
8		4%	42.4%	75%	90%
9		0%	35.2%	75%	90%
10			28.0%	75%	90%
11			20.8%	75%	90%
12			13.6%	75%	90%
13			6.4%	75%	90%
14			0.0%	75%	90%
15				75%	90%
16				75%	90%
17				75%	90%
18				75%	90%
19				75%	90%
20				75%	90%

**Refunds offered under Plan E and Plan F remain in effect
until termination of contract.**

