Homestead Village, Inc.

2023-2024 Disclosure Statement

(Prepared October 2024)

(The issuance of a Certificate of Authority by the Insurance Department does not constitute approval, recommendation or endorsement of Homestead Village, Inc. by the Department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set forth in this Disclosure Statement.)

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

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*The *Residence and Care Agreements* have been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.

Summary of Disclosure Statement

1. Name and Address of Facility: Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603
http://www.homesteadvillage.org

Homestead Village, Inc. is a not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

2. Name and Address of Licensed Provider: Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

3. Contact for Admission: Christina Gallagher
Director of Marketing
Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603
(717) 397-4831, ext. 3900
http://www.homesteadvillage.org

4. Description of Physical Property:

Homestead Village is located at 1800 Village Circle in a suburban area in East Hempfield Township, Lancaster County, just east of the center of the Village of Rohrerstown and on the western outskirts of Lancaster. The original site consists of 32.7 acres of land set aside by the Church of the Apostles, United Church of Christ. The site is bounded on the north by Marietta Avenue, on the east by School Lane Hills Development (a suburban residential housing development), on the south by church-owned farm property and on the west by Apostle Way and Good Drive.

Phases I and Phase II of Homestead Village include 112 apartment homes and the sixty-bed skilled- and intermediate-care Apostles Center for Care on approximately 17.5 acres

of the site. The apartments are housed in two two-story wings and one three-story wing, with each apartment on one floor. Construction of Phase I, consisting of sixty-seven apartments and the skilled- and intermediate- health care center was completed in September 1986. The health care center was significantly renovated during 2011. It was expanded in 2016 with the addition of four private rooms and common areas. Phase II, consisting of forty-five apartment homes, was completed in June 1989. Two of the Phase II studio apartments were combined in December 2014 to create a larger one-bedroom apartment. Phase II also included a three-bed infirmary and a twenty-four unit personal-care home. Construction of those facilities was completed in September 1989. The personal-care home was renovated during 2011-2012 to convert it into a secured personal-care dementia home with thirteen apartments. The second floor of the personal-care home was converted to administrative offices at the beginning of the renovation project.

There are currently thirty-one cottage homes on-site in twenty-nine separate buildings. The cottages are single-floor independent or attached buildings that were constructed in the 1980's. An expansion project including the construction of forty-four duplex and triplex villas in twenty separate buildings, a therapy pool/fitness center, an administrative wing with expanded dining facilities and a maintenance building began in August 1993. Construction of these facilities was completed by November 1995.

In January 2003 Homestead Village purchased approximately thirty acres of land located across Good Drive on the western side of our existing property. Construction of ninety-two duplex and triplex Mews villa homes began in May 2003. Construction of all ninety-two homes was completed by the end of August 2007.

Homestead Village has completed planning for the construction of approximately fifty-nine additional apartment units and common spaces on our existing property at 1800 Village Circle. That project has been temporarily placed on hold until the economy and the housing market improve.

We purchased the former Parish Resource Center located adjacent to our villa homes on May 31, 2013. This facility will be used for activities, meetings, and office space. The name was changed to The Bachman Center in 2016.

On December 22, 2015, Homestead Village purchased thirty acres of land at Lime Springs Farm, located to the west of Rohrerstown Road. It is approximately 1.5 miles from our original campus. Plans for our Farmstead property envision the construction of ninety-eight homes by the end of construction. Construction began in May 2016. Construction of ninety-eight homes was completed by September 2022.

In March 2018, construction began to renovate the second floor of the Westvue wing of Homestead Village. Gelhard House and Harvest House are now grouped under the name Memory Support @ Westvue. Thirteen additional personal care/memory support rooms are available. The total number of rooms in the Memory Support at Westvue is twenty-six.

The upcoming Townstead project will add 73 new apartments as well as large multipurpose rooms, meeting spaces, and outdoor spaces. Phase I of this project which includes renovations to the existing apartments began in 2024 with a complete remodeling of our existing community spaces including enlarged dining space, a coffee shop, a new spa, and a mail and package area. Work is anticipated to be completed in 2026.

5. <u>Minimum Age Requirement</u>:

The minimum age requirement for admission is sixty-two.

6. <u>Affiliation with Religious Institution</u>:

Homestead Village, Inc. was founded by (but not owned or operated by) the Church of the Apostles, United Church of Christ, 1850 Marietta Avenue, Lancaster, PA 17603. However,

the church is NOT legally responsible for the financial and contractual obligations of Homestead Village, Inc.

7. Current Resident Population:

The resident population as June 30, 2023, is as follows:

91 Apartment residents

42 Cottage residents

61 Villa residents

126 Mews villa residents

160 Farmstead residents

50 Apostles Center for Care (skilled care) residents

23 Memory Support @ Westvue (personal care) residents

8. Fees:

Entrance fees and monthly service charges are as set forth in the rate schedules attached as Exhibit D to the Disclosure Statement. All Residence and Care Agreements provide, at no additional charge, nursing services for each resident for up to fifteen days per calendar year, non-cumulative, in the Apostles Center for Care or, if available and appropriate, the equivalent dollar amount of care within the Community's Infirmary. After fifteen days, additional per diem charges apply for nursing services. Current charges in the Apostles Center for Care for a semi-private room are as follows: Radcliffe House is $497 per day, Fickes House is $506 per day and Young House is $503 per day. Current charges in the Apostles Center for Care for a private room are as follows: Radcliffe House is $577 per day, Fickes House is $587 per day and Young House is $581 per day. Apartment Home Residence and Care Agreements include participation in a $361 per month per resident meal plan for use in our dining room. Residence and Care agreements for cottage, villa, Mews villa and Farmstead residents include participation in a $166 per month meal plan for each resident to use for meals in our dining room. Charges for residents in the Memory Support @ Westvue personal-care home range from $292 to $359 per day based on apartment size.

Residents in our apartment homes may use our Supportive Services program (personal-care services). This program, which costs $165 per day for Tier I, $191 per day for Tier II and $247 per day for Tier III in addition to the resident's monthly service fee, allows residents to remain in their apartment homes for a longer period before moving to a higher level of care.

Disclosure Statement

Name of Facility: Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603
Phone: (717) 397-4831
http://www.homesteadvillage.org

Homestead Village, Inc. is a not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

Name of Provider: Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603
Phone: (717) 397-4831

Names, Addresses and Professions of Directors:

A complete list of the Board of Directors of Homestead Village, Inc. is attached as Appendix A. Biographical affidavits on each Director are on file and available for inspection in the office of Homestead Village, Inc. Copies of the biographical affidavits have been filed with the Insurance Department of the Commonwealth of Pennsylvania.

Management:

A. President - Douglas V. Motter
Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

Mr. Motter has been in health care administration for over thirty years. He completed the Master of Business Administration degree program at the University of Pittsburgh in 1994. He was Executive Director of two retirement communities

for a large, regional provider. A statement of Mr. Motter's qualifications is included in Appendix B.

B. Nursing Home Administrator - Krista Murphy-Denlinger
Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

Mrs. Murphy-Denlinger has been in nursing home administration since 2019. She has a bachelor's degree in Social Work Administration from Shippensburg University and a master's degree in Social Work Administration from Temple University. She has worked in skilled nursing homes in the role of Social Worker and Assistant Administrator since 2002. A statement of Mrs. Murphy-Denlinger's qualifications is included in Appendix B.

C. Officers of the Board of Directors

Chairman:	Susan Carson
Vice Chair:	Mary Beth Teapock
Secretary:	Joan Boben
Treasurer:	Michael Gerfin

The Board of Directors of Homestead Village, Inc. is comprised of individuals from many professions and walks of life who bring a varied background of experience and knowledge to the Board. The Homestead Village Board also includes up to 4 residents of Homestead Village.

D. Financial Interest of Management and Compliance with Law

To our knowledge, none of the Directors, Officers or the President owns a ten percent or greater interest in any professional service, firm, association, trust, partnership or corporation from which Homestead Village, Inc. anticipates purchasing and/or securing goods, leases, or services to or for the facility of a value of $500 or more, within any one year.

To our knowledge, none of the Directors, Officers or the President have anything to disclose pursuant to Section 7 (a) (3) (c) (I) and (II) of the Continuing Care Provider Registration and Disclosure Act, regarding noncompliance with the law.

Religious Institution Affiliation:

Homestead Village, Inc. was founded by the Church of the Apostles, United Church of Christ, 1850 Marietta Avenue, Lancaster, Pennsylvania. Although there is no legal connection between the church and Homestead Village, the church provided support to Homestead Village during its development stage. However, the church is NOT legally responsible for the financial and contractual obligations of Homestead Village, Inc.

Homestead Village, Inc. is exempt from payment of Federal Income Tax pursuant to Section 501(c)(3) of the Internal Revenue Code. A copy of the IRS exemption ruling is attached as Appendix C.

Statement of Purpose:

Our Mission

Enhancing independence and dignity as together we create a compassionate community.

Description of Physical Property:

Homestead Village, Inc. is located at 1800 Village Circle in a suburban area in East Hempfield Township, Lancaster County, Pennsylvania, just east of the center of the Village of Rohrerstown and on the western outskirts of Lancaster. The original site consists of 32.7 acres of land set aside by the Church of the Apostles, United Church of Christ. The site is bounded on the north by Marietta Avenue, on the east by School Lane Hills (a suburban residential housing development), on the south by church-owned property, and on the west by Apostle Way and Good Drive.

Phases I and II of Homestead Village included 112 apartment homes, the 60-bed skilled- and intermediate-care Apostles Center for Care, a 24-unit personal-care home and a three-bed

infirmary on approximately 17.5 acres of the site. The apartments are housed in two two-story wings and one three-story wing with each apartment on one floor. Construction of Phase I was completed in September 1986. Phase II was completed in September 1989. In December 2014, two adjacent studio apartments in Phase II were combined to create a larger one-bedroom apartment reducing the total number of apartments to 111.

There are currently thirty-one cottage homes on-site in twenty-nine separate buildings, excluding our guest-house cottage which is available for over-night lodging for residents' guests. The cottages are single-floor independent or attached buildings. The existing cottages are as follows:

27 Two-bedroom single cottages
1 One-bedroom attached cottage
3 Two-bedroom attached cottage

Phase I of the apartment complex consists of sixty-seven apartment homes, as follows:

7 Studio apartments with balcony/patio
4 Studio apartments
19 One-bedroom apartments
6 One-bedroom corner (end) apartments
19 One-bedroom deluxe apartments
2 Two-bedroom apartments
3 Two-bedroom enlarged apartments
4 Two-bedroom special apartments
3 Two-bedroom special end apartments

The 60-bed skilled- and intermediate-care Apostles Center for Care was granted a Certificate of Need by the Department of Health of the Commonwealth of Pennsylvania. A major renovation project was begun in 2010 to upgrade the Apostles Center for Care into households in order to provide more person-centered care to our residents. Renovations were completed in late 2011. A further renovation and expansion of the Apostle Center for Care began during the later months of 2015 and was completed in September 2016. This renovation and expansion created a secure skilled level dementia home and added four private rooms.

Construction of Phase II of the main complex began in June 1988 and was completed in September 1989. Phase II of the apartment complex includes forty-four apartment homes, as follows:

7 Studio apartments
18 One-bedroom deluxe apartments
3 One-bedroom deluxe modified apartments
9 Two-bedroom apartments
1 Two-bedroom enlarged apartment
6 Two-bedroom special end apartments

The Westvue is a building that originally included 24-apartment personal-care home (licensed for 36 beds) and special activity areas. A major renovation project began in mid-2011 to convert the first floor of Westvue into the Gelhard House, a secure personal-care dementia home. The project was completed in early 2012. The personal-care apartments on the second floor of Westvue were taken out of service as part of the renovation and converted to administrative offices. As a result, there are thirteen personal-care apartments in the Gelhard House at Westvue.

The construction of forty-four villa homes contained in twenty duplex and triplex buildings began in August 1993 and was completed by June 1996. All forty-four villas were occupied at that time and continue to be in high demand. Construction of a therapy pool/fitness center began in June 1994 and was completed in July 1995. The therapy pool and fitness area have been open since mid-July 1995.

Renovations to a leased building on adjacent church property were completed in September 1995 and provide maintenance and laundry facilities. Construction of new administrative offices, a chapel and additional dining facilities began in the spring of 1995 and was completed in November 1995.

The original construction at Homestead Village was financed by a tax-exempt bond issue through the East Hempfield Township Industrial Development Authority. The bonds were issued in

September 1985, with Fulton Bank, Lancaster, Pennsylvania serving as trustee. The 1985 issue was refinanced in November 1987. Maryland National Bank in Baltimore served as trustee for the 1987 bonds. In November 1993, the bonds were refinanced again to take advantage of lower interest rates. Additional funds were borrowed at that time to finance all the new construction except the villas. The 1993 bonds were called in July 2010 and were replaced with bank-qualified tax-free debt. The bank debt has lower interest rates than the retired bonds and will be repaid through May 2023. Interest rates on portions of the bank debt are fixed for 5 and 10 years and then float at seventy percent of the prime rate.

Financing for the villas was obtained through a short-term construction loan from a local bank. The interest rate floated at .75% above the bank's national commercial interest rate. Entrance fees received from the villa residents were used to repay money borrowed from the bank. On June 30, 1995, all this bank debt had been repaid. The loan agreement was formally terminated at Homestead Village's request in October 1995.

In January 2003, Homestead Village purchased approximately thirty acres of land located across Good Drive on the western side of our existing property. The new site is bounded on the east by Good Drive, on the south by Noll Drive and on the west and north by residential and business properties along Rohrerstown Road and Marietta Avenue. Construction of ninety-two duplex and triplex Mews villa homes began in May 2003. Construction of all ninety-two homes was completed by the end of August 2007.

The seller financed the land purchase. A portion of the entrance fees for each new Mews villa was used to repay this loan. On June 30, 2007, the land purchase loan had been repaid in full. A local bank provided construction financing. Entrance fees were also used to repay the bank loan. On June 30, 2009, all this bank debt had been repaid.

The renovations to the Apostles Center for Care and to the Gelhard House were financed through contributions to a capital campaign and by funds borrowed from a local bank. The bank loan carried an interest rate of seventy percent of prime. This loan was paid off as part of the December 2015 refinancing mentioned below.

Homestead Village is also planning and started the construction of approximately seventy-three additional apartments along with an assembly room and other common spaces. The apartments will be licensed for Personal Care. The apartments will be situated on our existing property at 1800 Village Circle. Financing will be provided by residents' entrance fees and additional debt.

Homestead entered into an interest rate swap agreement as of February 28, 2024 with a notional value of $8,000,000 at June 30, 2024 to hedge its exposure of interest rate fluctuation on its variable interest rate debt. The interest rate swap agreement requires Homestead to make or receive payment based on the difference between the fixed rate of 4.67% and the floating rate of 82% of one-month USD-SOFR CME Term, which is amortized monthly through March 1, 2034, consistent with the terms of Homestead's long-term debt. In accordance with ASC 815, Homestead recorded a derivative liability of $131,462 as of June 30, 2024, which is included in interest rate swap assets on the consolidated balance sheet. The liability represents the present value of the decrease in interest over the remaining term of the long-term debt as valued by the financial institution. Homestead recognized a corresponding loss on interest rate swap on the consolidated statement of operations.

On May 31, 2013 Homestead Village purchased the former Parish Resource Center located on Community Way adjacent to our villa homes. This facility will be used for activities and meetings. The purchase was financed through a local bank with a tax-free bank qualified loan. Interest on the loan was fixed for five years and would then fluctuate at ½% above the prime rate. The loan had a twenty-year term. This loan was also paid off as part of the December 2015 refinancing. The former Parish Resource Center was officially named the Bachman Center in June 2016. Renovations to the Bachman Center to add administration offices, additional restrooms and conference room were completed in June 2018.

The renovation and expansion of the Apostle Center begun in the fall of 2015 was financed by replacing our existing 2010 bank-qualified tax-free debt with a new issue of bank-qualified tax-free debt. Settlement on this financing occurred on December 22, 2015. Fulton Bank supplied

the new financing at a lower interest cost than the 2010 debt. The debt carries a fixed rate through December 22, 2022 and a rate that varies with LIBOR ("London Inter Bank Offered Rate") for the remainder of the term. The maturity date of this loan is December 22, 2027.

We also finalized agreements on December 22, 2015 to purchase approximately 30 acres of land located on the west side of Rohrerstown Road one mile from our main campus at 1800 Marietta Avenue. This project, which we named The Farmstead, consists of 98 carriage homes in 49 duplex buildings and a community center that offers dining, meeting space, and fitness. A 6000 square foot clubhouse was completed in July 2022. The new clubhouse, named the Stauffer Spring House, provides services for residents in our western neighborhoods. This project is financed by bank debt (Line of Credit) and entrance fees. The bank debt carries an interest rate that floats with LIBOR. The debt matures on December 22, 2020.

In March 2018, construction began to renovate the second floor of the Westvue wing of Homestead Village. Construction was completed in December 2018. Gelhard House and Harvest House are now grouped under the name Memory Support @ Westvue. Thirteen additional personal care/memory support rooms are available. The total number of rooms in the Memory Support at Westvue is 26.

In addition to the Memory Support units, renovations were completed in the Bachman Center to allow for six additional office spaces and three workspaces for administrative employees. The Westvue and Bachman projects were funded via a $2 million commercial loan from Fulton Bank.

In February 2022, a new $17 million loan was financed through First National Bank. The new loan was used to consolidate all previous debt to finance ACC, Westvue, Bachman Center renovations and Farmstead construction. The term of the new loan is 16 years.

Services Offered:

See Appendix D for services offered to residents occupying a cottage, villa, Mews villa, Farmstead, or apartment home at Homestead Village.

These services are included under all Residence and Care Agreements for Homestead Village, copies of which are attached as Appendices F through K. They are also available for inspection in the office of the Director of Marketing for Homestead Village.

All Residence and Care Agreements provide nursing services for each resident for up to fifteen days per calendar year, non-cumulative, in the Apostles Center for Care or, if a bed is available and the level of care is appropriate, the equivalent dollar amount of care within the Community's Infirmary at no additional charge, after all available third-party insurance coverage has been exhausted. Any further nursing or health care will be provided for an additional per diem charge. Current charges in the Apostles Center for Care for a semi-private room are as follows: Radcliffe House is $478 per day, Fickes House is $487 per day and Young House is $484 per day. Current charges in the Apostles Center for Care for a private room are as follows: Radcliffe House is $555 per day, Fickes House is $564 per day and Young House is $559 per day.

Fees:

A. Entrance Fees and Monthly Service Charges

Entrance fees and monthly service charges are as set forth in the entrance fee and monthly service charge sheets attached as Appendix D. The monthly service charge for apartments includes: refuse removal, water, sewer, lawn care and building maintenance, electricity (including heat/air conditioning), and all other services listed on the benefits and features sheet in Appendix D. Apartment residents participate in a $361 per month per resident meal plan for use in Homestead Village's dining room.

The monthly service charge for cottages, villas, Mews villas and Farmstead homes includes: refuse removal, water, sewer, lawn care, building maintenance, and all other services listed on the benefits and features sheet in Appendix D. Cottage, Villa, Mews and Farmstead residents participate in a $158 per month per resident meal plan for use in Homestead Village's dining room.

Residents in our apartment homes may use our Supportive Services program (personal-care services). This program, which costs $157 per day for Tier I, $182 per day for Tier II and $235 per day for Tier III in addition to the resident's monthly service fee, allows residents to remain in their apartment homes for a longer period before moving to a higher level of care in the Memory Support @ Westvue or the Apostle Center for Care. Charges for residents in the Memory Support @ Westvue personal-care home range from $278 to $342 per day based on apartment size.

B. Adjustments to Monthly Service Charges

Monthly service charges are subject to adjustment, usually on an annual basis, depending upon the financial results of operating the community during the preceding year and on projected results for the coming year. Although no specific formula is used to determine the amount of any such adjustment, any increase or decrease in the monthly service charge would be related to an increase or decrease in the difference between revenues and expenses of the community during the preceding year and projections for the coming year.

A 60-day notice to residents in Apartments, Cottages, Villas, Mews and Farmstead homes is required regarding any future increases in the monthly service charge. A 60-day notice of increases is provided for residents in our Apostles Center for Care and in our personal-care home.

C. Fee History

Appendix E contains a table of rate increases for Apartment, Cottage, Villa, Mews, and Farmstead residents over the last five years.

Future Services Obligation

Homestead annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount to the balance of deferred revenues. Homestead utilizes a discount rate of 6%. If the present value of the net cost of future services and use of facilities exceeds the deferred entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. No obligation existed as of June 30, 2024 and 2023.

Residence and Care Agreement:

See Appendix F for the Apartment Home Residence and Care Agreement under Plan I (declining refund over 50 months; no refund after 50 months). See Appendix G for the Apartment Home Residence and Care Agreement under Plan II (guaranteed percentage refund of entrance fee). See Appendix H for the Cottage/Villa Residence and Care Agreement under Plan I (declining refund over 50 months; no refund after 50 months). See Appendix I for the Cottage/Villa Residence and Care Agreement under Plan II (guaranteed percentage refund of entrance fee). See Appendix J for the Farmstead Residence and Care Agreement under Plan I (declining refund over 45 months; guaranteed ten percent refund after 45 months). See Appendix K for the Farmstead Residence and Care Agreement under Plan II (guaranteed percentage refund of entrance fee).

Certified Financial Statements:

Balance Sheets, Income Statements and related footnotes for the two most recent fiscal years are attached as Appendix L.

Annual Disclosure Statement:

Within four months of the end of each fiscal year (June 30th), Homestead Village, Inc., files an annual Disclosure Statement with the Insurance Commissioner, providing the information required by Chapter 4, Article VI, (m) Continuing Care Provider Registration and Disclosure Act, of Pennsylvania's Insurance Laws.

Pro Forma Income Statement:

A. A Pro Forma Income Statement for the 2023-2024 fiscal year is attached as Appendix M.

B. There were material differences between the Pro Forma Income Statement for the fiscal year ended June 30, 2023, filed as part of the 2021-2022 Disclosure Statement, and the actual results of operations. See Appendix M for a comparison of the June 30, 2024 Pro Forma and actual Income Statements.

Resident service fees and Non-Resident revenue for the twelve months ended June 30, 2024 was $2,218,574 more than forecast. Census in the Skilled nursing home was lower than budget but had a favorable payer mix in 2023/2024. Food service, beauty/barber, activity and craft and cable television fees are included in the Pro Forma Resident service revenue. Our auditors include those fees in actual Other operating revenue.

Actual contribution income was $47,132 less than budget. Contributions are always difficult to forecast and we tend to be conservative when estimating this source of income.

Investment income was $947,911 higher than forecast. Investment income includes realized and unrealized gains and/or losses resulting from the valuation at market of our investments on June 30. The intent is to show whether we would have a gain or a loss if we liquidated all our investments in June of the then ending year. The realized and unrealized gains or losses are not included in the forecast because it is not possible to predict these gains or losses.

Total expenses were $776,001 higher than budget. Salaries, Wages and Employee benefits were $57,066 under budget. Expenses related to the operation of plant and administration were higher than forecast due to higher utility expenses, grounds care and maintenance and repairs. Dining Services were higher than forecast by $654,541 due to change in dining vendor. Depreciation expense was

$168,531 lower than budget. Interest expense was $66,038 less than projected due to the more favorable interest rates compared to last year.

Notice of Right to Rescind

Date rescission period begins_____

You may rescind and terminate your Residence and Care Agreement without penalty or forfeiture within seven days of the above date. You are not required to move into the continuing care facility before the expiration of this seven-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your agreement within the seven- day period.

To rescind your Residence and Care Agreement, mail or deliver a signed and dated copy of this notice, or any other written notice, letter, or telegram, stating your desire to rescind to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

not later than midnight of_____ (last day for rescission).

Pursuant to this notice, I hereby cancel my Residence and Care Agreement.

Date: _____

Prospective Resident's Signature(s):

_____

_____

APPENDIX A

Homestead Village, Inc.
Board of Directors
2023-2024

Officers

Immediate Past Chair: Harry Radcliffe **(term expires 2024; elected in 2015)**
Home: [redacted]

Chairman: Susan Carson **(term expires 2024; elected 2018)**
Home: [redacted]
Business: [redacted]

Vice Chair: Mary Beth Teapock **(term expires 2024; elected 2018)**
Home: [redacted]

Secretary: Joan Boben **(term expires 2024; elected 2021)**
Home: [redacted]

Treasurer: Michael Gerfin **(term expires 2023; elected 2019)**
Home: [redacted]

Homestead Village, Inc.
Board of Directors
2023-2024

Members

George D. Alspach **(term expires 2024 – elected 2015)**
Home: [redacted]

Sherry Qualls **(term expires 2024; elected 2018)**
Home: [redacted]

David Olson **(term expires 2029 – elected in 2023)**
Home: [redacted]

Benjamin Bamford **(term expires 2029; elected in 2023)**
Home: [redacted]

[redacted] Zeiders (term expires 2024; elected in 2023)
Home: [redacted]

Grace Adjemba **(term expires 2024; elected in 2020)**
Home: [redacted]

Homestead Village, Inc.
Board of Directors
2023-2024

President

Douglas V. Motter
Home: [redacted]

APPENDIX B

Qualifications of President

Douglas V. Motter
[redacted]

Education

1983	University of Akron Akron, OH B.S. Labor Economics
1994	University of Pittsburgh Pittsburgh, PA Master of Business Administration

Experience

10/15 to Present	President Homestead Village, Inc. Lancaster, PA
11/13 to 10/15	President and Health Center Administrator Homestead Village, Inc. Lancaster, PA
11/11 to 11/13	President Homestead Village, Inc. Lancaster, PA
11/99 to 11/11	President and Health Center Administrator Homestead Village, Inc. Lancaster, PA
10/90 to 9/99	Executive Director Ware Presbyterian Village, Oxford, PA (11/97 to 9/99) St. Andrew's Village, Indiana, PA (10/90 to 11/97) Responsibilities: Daily operations; financial planning and performance; and, employee relations for health care centers, independent living services, a day-care center and personal care homes.

Accomplishments: Organizational redesign of a 180-bed health care center, developed unit based teams, two dementia units and a skilled sub-acute unit. Supervised construction of a 60-bed addition to a health care center, the addition of an independent living community center and forty-four independent-living residences. Achieved Continuing Care Accreditation Commission (CCAC) accreditation for a community. Supervised conversion of Kittanning Presbyterian Home from live-in staff to 24-hour awake staff. Guest lecturer at Indiana University of Pennsylvania in the Health, Nursing, Dietetics and Continuing Education Departments and at Millersville University's continuing education department.

3/86 to 9/90 — Administrator, Interim Administrator and Associate Administrator
New Medico Head Injury System
Northampton, MA, Pittsburgh, PA, Hyannis, MA and Lynn, MA

Responsibilities: Supervised specialized head injury rehabilitation program.

Accomplishments: Developed and implemented comprehensive quality assurance programs. Developed budgets and optimized services. Initiated family forum meetings to offer residents and families education and a forum to hear their questions, concerns and comments. Prepared for and passed both JCAHO and CARF surveys.

6/85 to 2/86 — Administrator-In-Training
Greenery Rehabilitation and Skilled Nursing Center
Boston, MA

6/84 to 6/85 — Bookkeeper
Baptist Home of Massachusetts
Kingston, MA

Responsibilities: Assisted the Controller in the preparation of financial statements and budgets. Prepared government reports and tax statements; maintained and reconciled cash, accounts payable and payroll accounts.

Other

Licensed Nursing Home Administrator: Massachusetts, #1936; Pennsylvania, #NH-002876-L

Krista Murphy-Denlinger

[redacted]

Objective

To promote individual and family centered services in order to foster a pleasant and dignified experience during a transition in life. This also includes short and long-term support to individuals/families in respect to different areas of need. To work with interdisciplinary team members in facilitating daily activities and problem solving as needed. Additionally, provide support to the staff members that assist these individuals on a daily basis.

Professional Experience

Homestead Village, Inc. – Lancaster, PA January 2020 – Present

Nursing Home Administrator

- Overseeing daily operations of long-term care/rehabilitation facility
- Monitoring daily staffing for facility
- Monitoring census
- Collaborating with team members of the continuing care community regarding overall care and services on campus
- Participate in hiring process and disciplinary situations
- Participate in budgeting, payroll and purchasing

Homestead Village, Inc. – Lancaster, PA September 2017 - January 2020

Assistant Administrator

- Supervise the Life Enrichment, Social Work, and Scheduling department and team members
- Assist with Certified Nursing Assistant scheduling for 58 bed unit
- Work closely with the Director of Nursing and Administrator to oversee the daily functions of the 58-bed skilled nursing unit
- Manage Payroll Based Journaling process and submissions
- Work closely with Social Work team members for hospital communication and admission of residents to facility
- Collaborate with team members on committees and organizational task
- Participate in administrative tasks related to Human resource functions related to hiring staff and disciplinary situations
- Administrative functions related to the payroll process, purchasing of supplies and equipment

Homestead Village, Inc. – Lancaster, PA July 2014 – September 2017
Social Worker and Admissions Coordinator

- Coordinate review of referrals to nursing care
- Meet with new resident/families
- Complete assessments per State and Federal requirements
- Coordinate resident/family meeting per State and Federal requirements
- Coordinate discharge planning with individuals and families and coordinate home/outpatient services
- Provide assistance to interdisciplinary team for resident's care needs and problems solving efforts

Golden Living Center – Lancaster – Lancaster, PA January 2013 - July 2014
Admissions Coordinator

- Evaluate referrals and potential new admissions to the living center
- Coordinate transfer to care for a new resident with hospital staff
- Coordinate transfer of care for a new resident with internal staff
- Meet with new residents and families to welcome them to the living center
- Complete admissions paperwork
- Provide assistance to new residents and families as they adapt to the living center

Golden Living Center – Lancaster – Lancaster, PA January 2002 – January 2013
Social Services Director

- Admission and quarterly assessment to meet State and Federal requirements
- Plan of care creation, implementation and educations
- Coordinate quarterly meeting with individuals and families
- Discharge planning with individuals and families and coordinating home/outpatient services
- Assessing psychosocial needs and coordinating psychological services
- Staff education on Federal requirements such as abuse and neglect
- General monthly meetings with residents
- Psychotropic medication management
- Working with interdisciplinary team on overall care for individuals

Education

Temple University – Harrisburg, PA August 2002 - December 2005
Master's degree in Social Work Administration

Shippensburg University – Shippensburg, PA August 1998 - December 2001
Bachelor's degree in Social Work Administration

Training

Harrisburg Area Community College February 2019 - April 2019
Completion on 120 hour Approved Nursing Home Administrator Course

License

Nursing Home Administrator December 6, 2019
NH007955

APPENDIX C

Internal Revenue Service
District Director

Department of the Treasury
P.O. Box 12821
Philadelphia, PA 19106

Date: MAY 16 1980

Employer Identification Number:
23-2010104
Accounting Period Ending:
September 30
Form 990 Required: ☒ Yes ☐ No

Homestead Village, Inc.
%Church of the Apostles
45 E. Orange Street
Lancaster, PA 17602

Person to Contact:
EO:7207:A. DiSandro
Contact Telephone Number:
(215) 597-4168

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

James T. Kindall

Acting Chief

APPENDIX D

TOWNSTEAD at HOMESTEAD VILLAGE

Fee Schedule 2024-2025

Apartment Style	PLAN I	PLAN II	Expected Monthly Fee *Subject to annual increase *Includes meal plan allowance
The Saffron 1,118 sf 1 Bedroom/1.5 Bath/Den	$259,900	$337,900	Single: $2,821 Double: $3,315
The Sage 1,133 sf 1 Bedroom/1.5 Bath/Den/Corner	$271,200	$352,600	Single: $2,821 Double: $3,315
The Rosemary 1,234sf 1 Bedroom/1.5 Bath/Den	$282,600	$367,400	Single: $2,821 Double: $3,315
The Sorrel 1,259 sf 2 Bedroom /2 Bath	$316,700	$411,700	Single: $2,934 Double: $3,428
The Nutmeg 1,231 sf 2 Bedroom/2 Bath/Corner	$293,600	$381,600	Single: $2,934 Double: $3,428
The Wintergreen I & II 1,597 sf 2 Bedroom/2 Bath/Den Opt.	$362,000	$470,600	Single: $3,048 Double: $3,542
Sorry, the following Apartments are all reserved. Accepting wait list applications for future residency			
The Lavender 1,193sf 2 Bedroom /2 Bath	$300,700	$390,900	Single: $2,934 Double: $3,428
The Ginger 1,336 sf 2 Bedroom/2 Bath	$328,000	$426,400	Single: $2,934 Double: $3,428
The Clary 1,374 sf 2 Bedroom/2 Bath/Den	$339,400	$441,200	Single: $3,048 Double: $3,542

Total Apartment Monthly Service Fee Includes:

Meal plan, use of pool, gym facilities, pickleball court, and wellness programming, robust calendar of life enrichment opportunities, transportation to local shopping areas and medical appointments within 5-mile radius. Utilities including water, sewer, trash removal, maintenance (onsite, 7-days a week), snow removal, scheduled housekeeping and property taxes. Cable television, internet, and phone services billed separately through Homestead Village bulk contract.

Also included: emergency call and daily check-in system, access to community nurse, social worker, and chaplain, 24-hour staff available on-site, and 15 days skilled nursing care per year per resident.

Fees effective 7/1/2024 (Fees subject to change)

See reverse for additional information

Homestead Village Entrance Fee Plans

Plan I – TRADITIONAL REFUND PLAN: Plan I entrance fee funds are amortized over the first 50 months of the contract at the rate of 2% per month. After 50 months, there is no refund. If resident withdraws or dies at any time before the 50 months of occupancy, the resident or the estate receives the unamortized portion as a refund.

Plan II – ESTATE PRESERVATION PLAN: Plan II entrance fee guarantees a minimum 60% refund following the withdrawal or death of the resident. A refund greater than 60% will be paid to the resident or the estate if withdrawal or death occurs during the first 22 months of occupancy.
Refunds are made after the unit is vacated, contracted, occupied by a new resident, and after resident departs Homestead Village. No refund is issued at the time of a transfer within Homestead Village to another style of home, or to a household of care.

***15% Reservation Deposits for apartments are non-refundable unless depositor would pass away, or the Townstead project would not be built.**

Additional Charges

Cable TV, Phone and Internet Service in Apartments
A monthly charge, currently $85 per month, will automatically be charged to the resident's monthly statement for phone service, Cable TV, and wireless internet service. This service also includes daily resident security check-in and emergency call system.

Linen Service (Optional)
Laundering sheets, towels, and other flat items. Refer to current community rate listing for pricing.

Premium Apartment Locations
Apartments on the 6th floor feature unique elements such as vaulted 11' ceilings in select locations, and premium views; a premium of $20,000 will be added to the listed entrance fee price. Apartments on the 5th floor add $10,000 for premium views.

Covered Parking
A limited number of covered parking spots are slated to be made available. There may be a fee associated with use of the covered parking spots. Additional details will be provided upon finalizing the parking plan.

A-La-Carte Services
A complete *Community Rate Listing* can be provided upon request.

Residents are required, at their own expense, to keep an active renter's insurance policy.

HOMESTEAD VILLAGE
Enhanced Senior Living

Apartment Fee Schedule 2024-2025

Apartment Style	PLAN I	PLAN II	Monthly Fee	Meal Plan	TOTAL
The Kirkwood ~ 432 sf **Studio A or B**	**$72,100**	**$93,700**	**Single 1,167**	**361**	**1,528**
The Drumore ~ 576 sf **1 Bedroom - 1 Bath**	**134,500**	**174,900**	**Single 1,386** **Double 1,615**	**361** **722**	**1,747** **2,337**
The Marietta ~ 720 sf **1 Bedroom Deluxe – 1 Bath**	**176,500**	**229,400**	**Single 1,875** **Double 2,104**	**361** **722**	**2,236** **2,826**
The Marietta ~ 720 sf **1 BR Deluxe Modified - 1 ½ Bath**	**181,400**	**235,700**	**Single 1,875** **Double 2,104**	**361** **722**	**2,236** **2,826**
The Marietta ~ 746 sf **1 Bedroom End - 1 Bath**	**181,400**	**235,700**	**Single 1,875** **Double 2,104**	**361** **722**	**2,236** **2,826**
The Gretna ~ 864 sf **2 Bedroom - 2 Bath**	**195,900**	**254,700**	**Single 2,377** **Double 2,606**	**361** **722**	**2,738** **3,328**
The Nottingham ~ 1,152 sf **2 Bedroom Special – 2 Bath**	**249,900**	**324,900**	**Single 2,501** **Double 2,730**	**361** **722**	**2,862** **3,452**
The Wakefield ~ 1,374 sf **2 Bedroom End - 2 Bath/Study**	**277,200**	**360,400**	**Single 2,612** **Double 2,841**	**361** **722**	**2,973** **3,563**

Total Apartment Monthly Service Fee Includes:

Meal plan, use of pool, gym facilities, pickleball court, and wellness programming, robust calendar of life enrichment opportunities, transportation to local shopping areas and medical appointments within 5-mile radius. Utilities including water, sewer, trash removal, maintenance (onsite, 7-days a week), snow removal, weekly linen service, and scheduled housekeeping and property taxes. Cable television, internet, and phone services billed separately through Homestead Village bulk contract.

Also included: emergency call and daily check-in system, access to community nurse, social worker, and chaplain, 24-hour staff available on-site, and 15 days skilled nursing care per year per resident.

Fees effective 7/1/2024 (Fees subject to change)

See reverse for additional information

Entrance Fee Plans – Apartments, Cottages, Villa Court and The Mews

Plan I – TRADITIONAL REFUND PLAN: Plan I entrance fee funds are amortized over the first 50 months of the contract at the rate of 2% per month. After 50 months, there is no refund. If resident withdraws or dies at any time before the 50 months of occupancy, the resident or the estate receives the unamortized portion as a refund.

Plan II – ESTATE PRESERVATION PLAN: Plan II entrance fee guarantees a minimum 60% refund following the withdrawal or death of the resident. A refund greater than 60% will be paid to the resident or the estate if withdrawal or death occurs during the first 22 months of occupancy.

***Refunds are made after the unit is vacated, contracted, occupied by a new resident, and after resident departs Homestead Village. No refund is issued at the time of a transfer within Homestead Village to another style of home, or to a household of care.**

Additional Charges

Cable TV, Phone, and Internet Service in Apartments
A monthly charge, currently $85 per month, will automatically be charged to the resident's monthly statement for phone, internet and cable TV service.

Laundry
Select apartments are equipped with a washer and dryer. These apartments are considered premium apartments and a $5,000 surcharge will be added to the entrance fee.

A-La-Carte Services
A complete *Community Rate Listing* can be provided upon request.

Residents are required, at their own expense, to keep an active renter's insurance policy.

HOMESTEAD VILLAGE
Enhanced Senior Living

Cottage Fee Schedule 2024-2025

Cottage Style	Entrance Fee	
	Traditional Plan I	Estate Preservation Plan II
Manor and Manor II Cottage (A and B) 1,665 sf	$288,800	$375,400
Manor II Cottage w/Room Addition	315,000	409,500
Conestoga Cottage (C) 1,383 sf	283,500	368,600
Villager Cottage (D) 1,302 sf	276,200	359,000
Pioneer Cottage (E) 1,112 sf	258,300	335,800
Fulton Cottage (F) 588 sf	198,500	258,000
Buchanan Cottage (G) 650 sf	209,000	271,600
Heritage Cottage (H) 618 sf	243,600	316,700
Lancaster Cottage (I) 1,069 sf	259,400	337,200
Wheatland Cottage (J) 1,069 sf	249,900	324,900
Donegal Cottage (K)	266,700	346,700
Cumberland Cottage (L)	220,500	286,700

Monthly Fee	Meal Plan	TOTAL
Single 1,910	166	2,076
Double 2,288	332	2,620

Total Cottages Monthly Service Fee Includes:

Meal plan, use of pool, gym facilities, pickleball court, and wellness programming, robust calendar of life enrichment opportunities, transportation to local shopping areas and medical appointments within 5-mile radius. Utilities including water, sewer, trash removal, interior and exterior maintenance (onsite, 7-days a week), snow removal, landscaping, and property taxes. Cable television and internet services are billed separately through Homestead Village bulk contract.

Also included: Emergency and daily check-in call system, access to community nurse, social worker, and chaplain, 24-hour staff available on-site, and 15 days skilled nursing care per year per resident.

Fees effective 7/1/2024 (Fees subject to change)

See reverse for additional information

Entrance Fee Plans - Apartments, Cottages, Villa Court and The Mews

Plan I – TRADITIONAL REFUND PLAN: Plan I entrance fee funds are amortized over the first 50 months of the contract at the rate of 2% per month. After 50 months, there is no refund. If a resident withdraws or dies at any time before the 50 months of occupancy, the resident or the estate receives the unamortized portion as a refund.

Plan II – ESTATE PRESERVATION PLAN: Plan II entrance fee guarantees a minimum 60% refund following the withdrawal or death of the resident. A refund greater than 60% will be paid to the resident or the estate if withdrawal or death occurs during the first 22 months of occupancy.

***Refunds are made after the unit is vacated, contracted, occupied by a new resident, and after resident departs from Homestead Village. No refund is issued at the time of a transfer within Homestead Village to another style of home, or to a household of care.**

Additional Charges

Cable TV and Internet Services
A monthly charge, currently $70 per month, will automatically be charged to the resident's monthly statement.

Phone Service in Cottages, Villa Court, and the Mews
Resident arranges and pays for phone directly with the chosen provider.

Electric Service
In the Cottages, residents will arrange and pay for electric service through PPL.

A-La-Carte Services
A complete *Community Rate Listing* can be provided upon request.

Residents are required, at their own expense, to keep an active renter's insurance policy.

HOMESTEAD VILLAGE
Enhanced Senior Living

Villa Court Fee Schedule 2024-2025

Villa Style *Atglen, Bainbridge, or Christiana*	Entrance Fee	
	Traditional Plan I	Estate Preservation Plan II
Without Sun Room	$290,600	$366,800
With Sun Room	327,300	414,500

Monthly Fee		Meal Plan	TOTAL
Single	1,933	166	2,099
Double	2,331	332	2,663

The Villa Court Monthly Service Fee Includes:

Meal plan, use of pool, gym facilities, pickleball court, and wellness programming, robust calendar of life enrichment opportunities, transportation to local shopping areas and medical appointments within 5-mile radius. Utilities including water, sewer, trash removal, interior and exterior maintenance (onsite, 7-days a week), snow removal, landscaping, and property taxes. Cable television and internet services are billed separately through Homestead Village bulk contract.

Also included: Emergency and daily check-in call system, access to community nurse, social worker, and chaplain, 24-hour staff available on-site, and 15 days skilled nursing care per year per resident.

Fees effective 7/1/2024 (Fees subject to change)

See reverse for additional information

Entrance Fee Plans - Apartments, Cottages, Villa Court and The Mews

Plan I – TRADITIONAL REFUND PLAN: Plan I entrance fee funds are amortized over the first 50 months of the contract at the rate of 2% per month. After 50 months, there is no refund. If a resident withdraws or dies at any time before the 50 months of occupancy, the resident or the estate receives the unamortized portion as a refund.

Plan II – ESTATE PRESERVATION PLAN: Plan II entrance fee guarantees a minimum 60% refund following the withdrawal or death of the resident. A refund greater than 60% will be paid to the resident or the estate if withdrawal or death occurs during the first 22 months of occupancy.

***Refunds are made after the unit is vacated, contracted, occupied by a new resident, and after the resident departs Homestead Village. No refund is issued at the time of a transfer within Homestead Village to another style of home, or to a household of care.**

Additional Charges

Cable TV and Internet Services
A monthly charge, currently $70 per month, will automatically be charged to the resident's monthly statement.

Phone Service in Cottages, Villa Court, and the Mews
Resident arranges and pays for phone directly with the chosen provider.

Electric Service
In Villa Court, residents will arrange and pay for electric service through PPL.

A-La-Carte Services
A complete *Community Rate Listing* can be provided upon request.

Residents are required, at their own expense, to keep an active renter's insurance policy.

HOMESTEAD VILLAGE
Enhanced Senior Living

The Mews Fee Schedule 2024-2025

Villa Style	Entrance Fee	
	Traditional Plan I	Estate Preservation Plan II
Ashford Pond View + $3,000	$300,900	$391,200
Ashford with Sunroom Pond View + $3,000	311,100	404,400
Banbury Pond View + $4,000	331,500	431,000
Chesterfield with Loft Pond View + $5,000	392,700	510,500

Villas with unfinished basement + $15,000; with finished basement + $30,000

Villa Style	Monthly Fee		Meal Plan	TOTAL
Ashford	Single	1,933	166	2,099
	Double	2,298	332	2,630
Banbury or ***Chesterfield***	Single	1,967	166	2,133
	Double	2,346	332	2,678

Total Mews Monthly Service Fee Includes:

Meal plan, use of pool, gym facilities, pickleball court, and wellness programming, robust calendar of life enrichment opportunities, transportation to local shopping areas and medical appointments within 5-mile radius. Utilities including water, sewer, trash removal, interior and exterior maintenance (onsite, 7-days a week), snow removal, landscaping, and property taxes. Cable television and internet services billed separately through Homestead Village bulk contract.

Also included: Emergency and daily check-in call system, access to community nurse, social worker, and chaplain, 24-hour staff available on-site, and 15 days skilled nursing care per year per resident.

Fees effective 7/1/2024 (Fees subject to change)

See reverse for additional information

Entrance Fee Plans - Apartments, Cottages, Villa Court and The Mews

Plan I – TRADITIONAL REFUND PLAN: Plan I entrance fee funds are amortized over the first 50 months of the contract at the rate of 2% per month. After 50 months, there is no refund. If a resident withdraws or passes away at any time before the 50 months of occupancy, the resident or the estate receives the unamortized portion as a refund.

Plan II – ESTATE PRESERVATION PLAN: Plan II entrance fee guarantees a minimum 60% refund following the withdrawal or death of the resident. A refund greater than 60% will be paid to the resident or the estate if withdrawal or death occurs during the first 22 months of occupancy.

***Refunds are made after the unit is vacated, contracted, occupied by a new resident, and after the resident departs Homestead Village. No refund is issued at the time of a transfer within Homestead Village to another style of home, or to a household of care.**

Additional Charges

Cable TV and Internet Services
A monthly charge, currently $70 per month, will automatically be charged to the resident's monthly statement.

Phone Service in Cottages, Villa Court, and the Mews
Resident arranges and pays for phone directly with the chosen provider.

Electric and Gas Service
In the Mews, residents will arrange and pay for electric service through PPL, and gas service through UGI.

A-La-Carte Services
A complete *Community Rate Listing* can be provided upon request.

Residents are required, at their own expense, to keep an active renter's insurance policy.

HOMESTEAD VILLAGE
Enhanced Senior Living

The Farmstead Fee Schedule 2024-2025

Carriage Home Styles	Entrance Fee	
	Traditional Plan I	Estate Preservation Plan II
Aspen 1,655 sq.ft.	**$328,100**	**$426,600**
Aspen Deluxe 1,832 sq.ft.	**355,300**	**461,900**
Aspen Deluxe On Premium Lot	**402,800**	**523,700**
Boxwood One 1,819 sq.ft.	**353,700**	**459,800**
Boxwood One On Premium Lot	**399,400**	**519,300**
Laurel – 1,858 sq.ft.	**380,900**	**495,100**
Laurel On Premium Lot	**435,000**	**565,600**
Boxwood – 2,243 sq.ft.	**420,000**	**546,000**
Boxwood On Premium Lot	**464,200**	**603,400**
Willow – 2,257 sq.ft.	**420,000**	**546,000**
Willow On Premium Lot	**449,400**	**584,300**

For Homes with Basements: Unfinished basement +$10,000; partially finished basements + $20,000; fully finished basement + $40,000; deluxe finished basement (extra room(s) & powder room) +$60,000. Additional fees for these select upgrades will become part of the refundable portion of the entrance fee.

For Homes with Sunrooms: Listed entrance fee price includes sunroom or screen porch. Select homes do not have a sunroom and will receive a $10,000 credit.

*Square footage is approximate and may vary slightly by location.

The Farmstead Monthly Fees

Style	Monthly Fee	Meal Plan	TOTAL
Aspen or Boxwood One	Single 1,969	166	2,135
	Double 2,312	332	2,644
Aspen Deluxe Laurel Willow Boxwood	Single 2,004	166	2,170
	Double 2,361	332	2,693

Total Farmstead Monthly Service Fee includes:

Meal plan, use of pool, gym facilities, pickleball court, and wellness programming, robust calendar of life enrichment opportunities, transportation to local shopping areas and medical appointments within 5-mile radius. Utilities including water, sewer, trash removal, interior and exterior maintenance (onsite, 7-days a week), snow removal, landscaping, and property taxes. Cable television and internet services are billed separately through Homestead Village bulk contract.

Also included: Emergency and daily check-in call system, access to community nurse, social worker, and chaplain, 24- hour staff available on-site, and 15 days skilled nursing care per year per resident.

The Farmstead Entrance Fee Plans – The Farmstead

Plan I – TRADITIONAL REFUND PLAN: Plan I entrance fee funds are amortized over the first 50 months of the contract at the rate of 2% per month. After 50 months, there is no refund. If resident withdraws or passes away at any time before the 50 months of occupancy, the resident or the estate receives the unamortized portion as a refund.

Plan II – ESTATE PRESERVATION PLAN: Plan II entrance fees are 30% higher than Plan I and guarantee a minimum 60% refund following the withdrawal or death of the resident. A refund greater than 60% will be paid to the resident or the estate if withdrawal or death occurs during the first 22 months of occupancy.

***Refunds are made after the unit is vacated, contracted, occupied by a new resident, and after resident departs Homestead Village. No refund is issued at the time of a transfer within Homestead Village to another style of home, or to a household for care.**

Additional Charges

Cable TV and Internet Services
A monthly charge, currently $70 per month, will automatically be charged to the resident's monthly statement. Residents may upgrade services at their expense.

Phone Service at Farmstead
Resident arranges and pays for phone directly with the chosen provider.

Electric and Gas Service
Resident will arrange and pay for electric service through PPL, and gas service through UGI.

HOMESTEAD VILLAGE
Enhanced Senior Living

Health Care Fee Schedules 2024-2025

The Apostles Center for Care

Medicare/Medicaid Certified Skilled Nursing Center

	Private Room	Semi-Private Room
Radcliffe House	$577/day	$497/day
Fickes House	587/day	506/day
Young House	581/day	503/day

The Gelhard and Harvest Houses

Personal Care Memory Support

Room Size	Private Room	Semi-Private Room
Model I	$292/day	N/A
Model II	308/day	N/A
Model III	327/day	$281/day
Model IV	345/day	302/day
Model V	359/day	316/day

Supportive Services

Personal Care Services in Homestead Village Apartments

Daily rate added to apartment nonthly fee, meals become included in daily rate

Any apartment with entrance fee: Tier I $165/day, ($83/day, 2nd)
Tier II 191/day, ($96/day, 2nd)
Tier III 247/day, ($124/day, 2nd)

Tier refers to level of service provided daily. Available upon request: Daily rates for Studio Apartment (only) with Supportive Services at time of move-in and no entrance fee.

Fees effective 7/1/2024 (Fees subject to change)

APPENDIX E

Homestead Village, Inc.
Service Fee History

	2024-2025	% Increase	2023-2024	% Increase	2022-2023	% Increase	2021-2022	% Increase	2020-2021	% Increase	2019-2020	% Increase	2018-2019	% Increase	2017-2018	% Increase
Apartments																
Studio																
Single	1528	3.8%	$1,472.00	3.0%	$1,429	3.0%	$1,388	2.3%	$1,357	4.1%	$1,303	5.1%	$1,240	-0.4%	$1,245	3.3%
One Bedroom																
Single	2087	4.1%	$2,005.00	3.2%	$1,942	3.2%	$1,881	2.2%	$1,840	4.1%	$1,768	5.1%	$1,683	0.6%	$1,673	3.7%
Double	2676	3.6%	$2,583.00	2.9%	$2,511	2.8%	$2,442	2.3%	$2,386	4.1%	$2,291	4.2%	$2,198	-0.9%	$2,217	3.1%
One Bedroom Deluxe																
Single	2679	4.3%	$2,569.00	3.4%	$2,484	3.4%	$2,402	2.2%	$2,351	4.1%	$2,259	5.0%	$2,152	1.2%	$2,126	3.9%
Double	3269	3.8%	$3,148.00	3.0%	$3,055	3.0%	$2,965	2.3%	$2,899	4.1%	$2,784	4.3%	$2,669	-0.1%	$2,672	3.4%
One Bedroom Special																
Single	3079	4.4%	$2,950.00	3.5%	$2,850	3.5%	$2,754	2.2%	$2,696	4.1%	$2,591	4.9%	$2,469	1.5%	$2,433	4.0%
Double	3649	4.0%	$3,510.00	3.1%	$3,403	3.1%	$3,300	2.3%	$3,227	4.1%	$3,100	4.4%	$2,970	0.2%	$2,963	3.5%
Two Bedroom																
Single	3079	4.4%	$2,950.00	3.5%	$2,850	3.5%	$2,754	2.2%	$2,696	4.1%	$2,591	4.9%	$2,469	1.5%	$2,433	4.0%
Double	3649	4.0%	$3,510.00	3.1%	$3,403	3.1%	$3,300	2.3%	$3,227	4.1%	$3,100	4.4%	$2,970	0.2%	$2,963	3.5%
Two Bedroom Special																
Single	3305	4.4%	$3,165.00	3.5%	$3,057	3.5%	$2,953	2.1%	$2,891	4.1%	$2,778	4.9%	$2,648	1.6%	$2,606	4.0%
Double	3863	4.0%	$3,713.00	3.2%	$3,598	3.2%	$3,487	2.2%	$3,411	4.1%	$3,277	4.4%	$3,139	0.4%	$3,127	3.6%
Two Bedroom Special Deluxe																
Single	3417	4.5%	$3,271.00	3.5%	$3,159	3.5%	$3,051	2.1%	$2,987	4.0%	$2,871	4.9%	$2,736	1.7%	$2,691	4.1%
Double	3982	4.1%	$3,827.00	3.2%	$3,708	3.2%	$3,593	2.2%	$3,515	4.1%	$3,377	4.4%	$3,235	0.5%	$3,219	3.6%
Apartments - New Contracts																
One Bedroom																
Single	1747	3.9%	$1,681.00	3.1%	$1,630											
Double	2337	3.4%	$2,260.00	2.7%	$2,201											
One Bedroom Deluxe																
Single	2236	4.1%	$2,147.00	3.3%	$2,078											
Double	2826	3.7%	$2,726.00	2.9%	$2,649											
One Bedroom Special																
Single	2738	4.3%	$2,625.00	3.4%	$2,538											
Double	3328	3.9%	$3,204.00	3.1%	$3,109											
Two Bedroom																
Single	2738	4.3%	$2,625.00	3.4%	$2,538											
Double	3328	3.9%	$3,204.00	3.1%	$3,109											
Two Bedroom Special																
Single	2862	4.3%	$2,743.00	3.5%	$2,651											
Double	3452	3.9%	$3,322.00	3.1%	$3,222											
Two Bedroom Special Deluxe																
Single	2973	4.4%	$2,849.00	3.5%	$2,753											
Double	3563	3.9%	$3,428.00	3.1%	$3,324											
Cottages																
Single	1946	7.2%	$1,815.00	9.0%	$1,665	12.7%	$1,478	4.8%	$1,410	7.4%	$1,313	7.7%	$1,219	7.5%	$1,134	6.8%
Double	2506	6.7%	$2,348.00	9.4%	$2,147	11.7%	$1,922	4.9%	$1,833	6.6%	$1,719	6.7%	$1,611	7.8%	$1,495	6.4%
Cottages - New Contracts																
Single	2076	5.0%	$1,977.00	6.5%	$1,857	6.8%	$1,738	5.0%	$1,656	4.3%	$1,587	4.5%	$1,519	6.0%	$1,433	5.4%
Double	2620	5.0%	$2,495.00	7.3%	$2,325	7.2%	$2,169	4.9%	$2,068	4.4%	$1,981	4.3%	$1,900	6.3%	$1,787	5.2%
Villas																
Single	1897	7.3%	$1,768.00	9.1%	$1,620	12.9%	$1,435	4.8%	$1,369	7.5%	$1,274	7.8%	$1,182	7.6%	$1,099	6.7%
Double	2459	6.7%	$2,304.00	16.4%	$1,980	5.2%	$1,882	4.8%	$1,795	6.7%	$1,682	6.7%	$1,576	7.8%	$1,462	6.4%
Villas - New Contracts																
Single	2099	5.0%	$1,999.00	6.4%	$1,878	6.8%	$1,758	5.0%	$1,675	4.4%	$1,605	4.5%	$1,536	6.0%	$1,449	5.5%
Double	2663	5.0%	$2,536.00	7.3%	$2,364	7.2%	$2,206	4.9%	$2,103	4.4%	$2,015	4.3%	$1,932	6.3%	$1,818	5.3%

Homestead Village, Inc.
Service Fee History

	2024-2025	% Increase	2023-2024	% Increase	2022-2023	% Increase	2021-2022	% Increase	2020-2021	% Increase	2019-2020	% Increase	2018-2019	% Increase	2017-2018	% Increase
Mews																
Ashford																
Single	1970	7.2%	$1,838.00	9.0%	$1,687	12.6%	$1,498	4.8%	$1,429	7.4%	$1,331	7.7%	$1,236	7.5%	$1,150	6.8%
Double	2516	6.7%	$2,358.00	9.3%	$2,157	11.7%	$1,931	4.8%	$1,842	6.7%	$1,727	6.7%	$1,619	7.8%	$1,502	6.4%
Ashford - New Contracts																
Single	2099	5.0%	$1,999.00	6.4%	$1,878	6.8%	$1,758	5.0%	$1,675	4.4%	$1,605	4.5%	$1,536	6.0%	$1,449	5.5%
Double	2630	5.0%	$2,505.00	7.3%	$2,335	7.2%	$2,178	4.9%	$2,076	4.4%	$1,989	4.3%	$1,907	6.3%	$1,794	5.3%
Banbury/ Chesterfield																
Single	2006	7.2%	$1,872.00	8.9%	$1,719	12.4%	$1,529	4.8%	$1,459	7.3%	$1,360	7.6%	$1,264	7.5%	$1,176	6.8%
Double	2570	6.7%	$2,409.00	18.4%	$2,034	2.9%	$1,976	4.8%	$1,885	6.6%	$1,769	6.6%	$1,659	7.8%	$1,539	6.4%
Banbury/ Chesterfield - New Contracts																
Single	2133	5.0%	$2,031.00	6.4%	$1,909	6.8%	$1,787	4.9%	$1,703	4.4%	$1,632	4.5%	$1,562	6.0%	$1,474	5.5%
Double	2678	5.0%	$2,550.00	7.2%	$2,378	7.2%	$2,219	4.9%	$2,116	4.4%	$2,027	4.3%	$1,944	6.3%	$1,829	5.2%
The Farmstead																
Aspen/ Boxwood One																
Single	2135	5.0%	$2,033.00	6.4%	$1,911	7.2%	$1,783	4.6%	$1,705	4.3%	$1,634	4.5%	$1,564	5.4%	$1,484	4.1%
Double	2644	5.0%	$2,518.00	7.3%	$2,347	7.5%	$2,184	4.6%	$2,088	4.3%	$2,001	4.3%	$1,919	5.7%	$1,815	4.1%
Aspen Deluxe/ Cedar/Laurel/ Boxwood/ Willow																
Single	2170	5.0%	$2,067.00	6.4%	$1,943	7.2%	$1,812	4.6%	$1,733	4.3%	$1,661	4.5%	$1,590	5.4%	$1,508	4.1%
Double	2693	5.0%	$2,565.00	7.2%	$2,392	7.5%	$2,226	4.6%	$2,128	4.4%	$2,039	4.3%	$1,955	5.7%	$1,849	4.1%

APPENDIX F

(The *Apartment Home Residence and Care Agreement – Plan I* has been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.).

TRADITIONAL REFUND - PLAN I - SAMPLE

HOMESTEAD VILLAGE, INC.

APARTMENT HOME WITH SUPPORTIVE SERVICES RESIDENCE AND CARE AGREEMENT

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 Initial(s)_____

THIS AGREEMENT made this **day of , 2019,** between HOMESTEAD VILLAGE, INC., a Pennsylvania non-profit corporation (hereinafter "Community") and **,** (hereinafter "Resident", if husband and wife or other two related or unrelated persons, then "Resident" shall apply to them jointly and severally) for admission to **Apartment #000** at Life Plan Community known as Homestead Village; 1800 Village Circle, Lancaster PA 17603.

SECTION 1
APARTMENT ACCOMMODATIONS

A. Apartment

Community will provide Resident with the apartment, common facilities, and services specified in this Agreement, beginning on the date of occupancy, for the remainder of Resident's life or until earlier termination of this Agreement. Community shall have the right to enter and inspect the apartment at all reasonable times.

B. Furnishings

Community will provide electric stove or cooktop, microwave, freezer/refrigerator, garbage disposal, smoke detectors, wall-to-wall carpeting and vinyl flooring in the apartment. Resident shall provide all other furnishings, including window treatments, which shall meet usual and customary standards of appearance and privacy, and will be subject to approval by the President or designee. Furnishings provided by Resident which do not meet usual and customary standards of appearance and privacy will be rejected and may, in the sole and absolute discretion of the President, be replaced by Community at Resident's expense. Any change or replacement by Resident of the furnishings provided by Community in the apartment vests title thereto in Community unless otherwise agreed to in writing by Community.

C. Common Facilities

Resident may use, in common with others, the dining room, activities centers, lounges, transportation and other facilities provided by Community for all Residents.

D. Occupancy Date

Apartment shall be ready for occupancy on or about , **2023.** Resident will take occupancy - receive the keys to the apartment and will begin to be responsible for the payment of the monthly fee - on **, 2023.**

E. Structural Changes and Redecoration

Any structural or physical change of any kind or redecoration within the apartment may be made only after approval by the President or designee and subject to his/her supervision. The cost of any redecoration or change requested by Resident, and restoration to original condition, will be borne by Resident unless otherwise agreed to in writing by Community. Community shall make selection of a contractor for structural changes.

 Initial(s)_____

SECTION 2
SERVICES PROVIDED BY COMMUNITY

A. Utilities

Community will provide electric, water, sewer, trash collection, a television connection, telephone jacks, heat/air conditioning system, grounds lighting, and pay real estate taxes. Telephone, internet, and Cable T.V. fees are the responsibility of Resident but will be billed through Homestead Village bulk contract with provider.

B. Maintenance and Repair

Community will provide grounds keeping, lawn care, snow removal, and necessary repairs, maintenance and replacement of its property and equipment, including all furnishings listed in Section 1.B of this Agreement. See Schedule A *Community Rate Listing* for details and related charges.

Repairs, maintenance and replacement of Resident's property and furnishings will be the responsibility of Resident. All landscaping will be the responsibility of Community.

C. Food and Meals

Meals are included in daily rate when Resident is enrolled in supportive services**.** If resident no longer requires supportive services, apartment residents will participate in a meal plan billed separately from the monthly fee, which can be carried over up to 30 days and will be prorated for absences from the community of at least seven (7) days. Special diets are available on request. Please reference the supportive services agreement for additional information.

D. Housekeeping and Laundry

Community will provide light housekeeping, weekly laundering of flat linens, and assistance with personal laundry. Please reference the supportive services agreement and *Community Rate Listing* for additional information and services schedule.

E. Continuum of Care: Personal Care and Skilled Nursing Care

1. Community will provide appropriate health services when deemed necessary. See Schedule A *Community Rate Listing* for additional charges that may be incurred. There shall be at least the following levels of assistance:

a. Minor assessments and assistance (Included in Monthly Maintenance Fee);
b. Minimal personal assistance (Charge to be made);
c. Moderate/Increased assistance. (Charge to be made, enrollment in Supportive Services, or transfer to Westvue or ACC.)

See Schedule A *Community Rate Listing* for details and related charges.

 Initial(s)_____

2. Personal Care: Homestead Village apartments are licensed as a Pa Personal Care Home and daily assistance is provided through Homestead Village's Supportive Services (personal care) program at Resident's expense. All hands-on direct care must be provided through the supportive services program according to 55 Pa. Code Chapter 2600. Home Care services may provide non-medical assistance only under instances where supportive services is not required. Hospice services may provide additional care if necessary, but only when in addition to Supportive Services. Specialized Memory Support Personal Care services are provided in the Westvue neighborhoods at Homestead Village and will require a transfer from the apartment.

3. Skilled Nursing Care: Community operates a fully approved nursing facility (the "Apostles Center for Care") and personal care in apartments, licensed by the Commonwealth of Pennsylvania. Residents of Homestead Village are given priority for admission over applicants who are not Residents.

Community will provide fifteen (15) days of nursing care per resident per calendar year in the Apostles Center for Care (semi-private accommodation). If opting for a private room accommodation while using the fifteen days of nursing care, Resident will be charged the difference between a semi-private and private stay accommodation. If opting for a private room accommodation while covered under a Medicare Part A stay, Resident will be charged the difference between a semi-private and private stay accommodation. If resident permanently transfers to ACC or Westvue, they may no longer use the 15-day benefit, even if co-resident still occupies the residence.

4. The cost of rehabilitation, physician services and diagnostic services shall be the responsibility of Resident.

5. The health services provided by Community do not include refractions, eyeglasses, hearing aids, podiatry, prescription medication, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders, and any other health or medical service not specifically set forth in this Agreement.

6. If Resident suffers an accident or illness while away from the facility, Community shall be responsible for the nursing services provided under Sections 2.E 2 and 2.E.3 only upon Resident's return to Homestead Village.

7. Resident acknowledges the right of Community to receive proceeds to which Resident is entitled under insurance and benefit programs required by the Agreement, and hereby assigns and transfers over to Community all right, title and interest of Resident to such public and private insurance and benefits to the extent necessary to pay Community for medicine and nursing care furnished to Resident by Community. Resident hereby authorizes Community to make any and all claims for such insurance and benefits and agrees to execute all documents necessary to enable Community to collect or enforce such claims. If for any reason Community cannot apply directly for such benefits, Resident agrees to make such application individually and to pay to Community the proceeds received or personally pay for the benefits otherwise owed to the Community if Resident does not make such application.

 Initial(s)_____

8. The Apostle Center for Care is not designed to care for persons who are afflicted with serious mental illness. If Community determines that Resident's mental condition is such that continued residence in the apartment is dangerous or detrimental to the life, health, safety or peace of Resident or other Residents or Community Staff, then Community may transfer Resident to an institution of Community's choosing. Such transfer shall be subject to approval of the Board of Review (consisting of the President, The Apostle Center for Care Administrator, and Medical Director), in consultation with Resident's family or other representative. For temporary confinement (fifteen days or less cumulatively per calendar year) Resident will continue to pay the Monthly Fee and Community will bear the cost of Resident's care in such institution to the same extent that it would bear the cost of care provided under Section 2.E.2. For permanent confinement the provisions of Section 5.A shall apply.

SECTION 3
FEES

A. Entrance Fee (Apartment # ___)

1.

Entrance Fee – Plan I	$.00
Processing Fee	$0.00
Total Cost of Options	$.00
Total Cost of House with Options:	**$.00**

Payments Made:

Processing Fee paid	$.00
Priority List Deposit paid	$.00
Ready Priority List Deposit paid	$.00
Reservation Deposit paid	$.00
Upgrades/Options **paid**	$.00
Total Payments made:	**($.00)**

Total Entrance Fee:

TOTAL DUE 00/00/2020:	**$**

2. Interest shall be payable to the Community on all entrance fees not paid by the Final Payment date agreed to in A.2 above. Community reserves the right to reduce or increase the interest rate based upon market conditions.

B. Monthly Fee

1. Resident shall pay to the Community a total monthly fee of Monthly Fee*:* **$1,490.00 *Plus* Supportive Services Personal Care charge: Tier I - $115.00 per day. If Supportive Service is discontinued, the Dining Dollar amount of $350.00 per month will be included in the monthly fee.** An additional surcharge of $85 per month will be added for cable TV, phone and

internet services in the apartment.

2. Payment of the initial Monthly Fee is charged starting on the established occupancy date and will be prorated on the statement of the next full month. Thereafter, the Monthly Fee is due at the beginning of each month.

3. The monthly statement shall include the Monthly Fee and any other amounts chargeable to Resident.

4. The Monthly Fee may be adjusted to reflect changes in the cost of doing business by Community. Any such adjustments shall be upon at least sixty (60) days written notice to Residents.

5. The Monthly Fee provides nursing care in the Apostles Center for Care for fifteen (15) days per year as provided in Section 2.E.2.

The per diem charge in The Apostle Center for Care or the Community's Infirmary (other than the costs covered in Section 2.E.2.) will be in addition to the regular Monthly Fee.

6. If Resident is away from the apartment for at least seven (7) consecutive days and advance notice is given to the Community, an adjustment for daily meal plan or supportive services charges can be made to the Monthly Fee.

7. The Monthly Fee obligation stops when a Unit Release Form is signed, and the keys are relinquished to Homestead Village. Please reference the Homestead Village Move Out Brochure for additional information about unit release procedures.

C. Fee Responsibility

Residents and Co-Residents who sign this agreement are required to supply a financial statement to the Community and each of them shall be jointly and severally liable for all payments which shall be due hereunder. If one of the Co-Residents dies or is permanently transferred, the remaining Resident shall be responsible for the single occupant Monthly Fee. In the event of a permanent transfer to Apostles Center for Care, transferred Resident is no longer eligible for 15 days of care as noted in section 2 E2.

A service charge of 1% per month will be added for amounts past due with relation to the monthly fee and charges indicated in Section 3.B.

D. New Co-Resident Relationship

A new Co-Resident must follow standard admission procedures, be approved financially, and shall be required to pay an entrance fee of 50% of the entrance fee of the home being occupied. If the new Co-Resident survives the original Resident, the new Co-Resident may live in the unit until transfer to other accommodations is required due to physical or financial necessity, subject to all of the terms of this Agreement. If the new Co-Resident becomes sole occupant of the unit and desires to add a second new Co-Resident, then the second new Co-Resident will pay the

current entrance fee in effect for the unit.

SECTION 4:
TERMINATION OF AGREEMENT

A. Termination by Resident

1. Resident may rescind this Agreement without penalty or forfeiture within seven (7) days of the date specified in the document entitled *Right of Rescission*, which is attached to this Agreement as Schedule B, simply by delivering to Community the completed *Right of Rescission*.

2. Resident may terminate this Agreement by delivery of thirty (30) days prior written notice to Community and surrender of the apartment. Surrender of the apartment shall be complete when resident has ceased to occupy the apartment, has removed all possessions therefrom, executed the Unit Release Form, and returned the apartment keys to the Community.

B. Termination by Community

1. Misrepresentation, or the repeated or the willful omission of information specified in the application requirements is cause for termination of this Agreement by the Community.

2. The Community has the right to terminate this Agreement for "just cause" which shall include, but not be limited to, a good faith determination made in writing by the Board of Review and signed by the Medical Director and President of the facility that Resident is a danger to himself, herself, or others while remaining in the facility.

3. Community will provide thirty (30) days prior written notice of termination on grounds other than a good faith determination that Resident is a danger to himself/herself or others, in which case Community will provide such notice as is reasonably feasible and prudent.

4. If any monthly fee or charge is not paid within sixty (60) days of due date, Community may terminate this Agreement.

C. Termination by Death

This Agreement shall terminate following the death of Resident when the Unit Release Form has been duly executed by Resident's legal representative, all personal possessions have been removed and the keys have been returned to the Community. If the Agreement has been signed by Co-Residents, this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident.

D. Release of Obligation

Upon termination of this Agreement, Community shall be released from any further obligations to Resident except for payment of any refund due under Section 6.

 Initial(s)_____

SECTION 5
TRANSFER/MOVE TO OTHER LIVING ACCOMMODATIONS

A. *Community Options to Transfer Resident*

Community may transfer Resident to another living accommodation if it determines that such a move should be made for the benefit of Resident, or for the proper operation of the facility, or to meet the requirements of law. If Resident is transferred permanently to another facility, Community may declare Resident's apartment vacant. In the case of Co-Residents, the provisions of Section 3.C shall apply. The decision as to the permanency of the transfer shall be made by the Board of Review in consultation with the resident and their family or other representatives. Reasons for a required transfer from an apartment to Westvue or ACC include but are not limited to cognitive decline, inability to self-transfer from bed to chair or commode, incontinence management, or other needs-based concerns that are unable to be met in the apartment setting according to personal care licensure, 55 Pa. Code Chapter 2600.

B. *Resident Option to Transfer within Homestead Village*

Resident shall have the option to move to another apartment, cottage or villa, if and when available, and shall pay the applicable Monthly Fee. If Resident elects to move to another unit with a higher entrance fee than was paid by Resident for occupancy of the unit specified in the first paragraph of this Agreement; then, Resident shall pay the difference between the original entrance fee and the higher entrance fee in effect at the time the new unit is occupied. No entrance fee credit shall be provided if Resident elects to move into a unit with a lower entrance fee than Resident paid for the residence specified in the first paragraph of this Agreement. No entrance fee refund will be paid at the time of a transfer within Homestead Village.

SECTION 6
AMORTIZATION AND REFUND OF ENTRANCE FEE

Community shall amortize and/or refund the entrance fee in accordance with the following provisions:

A. Amortization of Entrance Fee

The Entrance Fee shall be amortized and accrue to the benefit of Community at the rate of two percent (2%) per month, or part thereof from the date of initial occupancy by Resident until:

1. full fifty (50) months amortization, or

2. the date when a new Resident has occupied the apartment formerly occupied by Resident, or
3. five months from the date the Unit Release Form is executed, whichever is earlier.

B. Refund Before Occupancy

 Initial(s)_____

If Resident does not occupy the apartment by the date agreed to in Section 1.D, Community shall retain two percent (2%) of the entrance fee. Any remaining balance of entrance fee payments shall be refunded to the applicant without interest. In the event of termination of this Agreement either by death of Resident before occupancy or Resident's rescission of this Agreement pursuant to Section 4.A.1, Community shall make a full refund of all entrance fee payments.

C. Refund After Occupancy

1. In the event of termination of this Agreement during the first fifty (50) months of occupancy in accordance with Section 4, that portion of the Entrance Fee representing the unamortized Entrance Fee shall be, subject to any reduction in accordance with Section 6.A above, refunded to: (a) the Resident; or (b) in the event of the death of Resident, to the beneficiary designated by Resident in the Entrance Fee Refund Beneficiary Designation Form, attached as Schedule C of this Agreement, or to Resident's estate if no such beneficiary is duly designated by Resident. After fifty (50) months of occupancy, there shall be no refund of any portion of the Entrance Fee.

2. In the case of Co-Residents, refund of the unamortized Entrance Fee will be made only after both Co-Residents have complied with the provisions of Section 4.

3. Refund of Entrance Fee in accordance with Section 6.C.1 shall be payable only when resident departs from Homestead Village, all outstanding debts are paid, and a new Resident has occupied the apartment formerly occupied by Resident.

4. In the event of any refund hereunder, the payment of an entrance fee by Resident shall be considered a gift loan to a charitable organization for purposes of federal tax law.

D. Taxation Disclosure

The Internal Revenue code changes enacted by Congress in June 1984 (Public Law 98-369) and modified by Public Law 99-121, enacted October 11, 1985, may affect Resident's taxable income. The Internal Revenue Service may interpret certain sections of the Revised Internal Revenue Code, pertaining to below-market interest rate loans, as imposing tax liability on the refundable portion of this fee as a loan from Resident to Community and attribute to Resident receipt of interest income on the outstanding balance of the fee, even though Resident does not receive interest payments.

The Tax Increase Prevention and Reconciliation Act of 2005, signed into law on May 16, 2006, suspends the below-market interest rate loan provisions of PL 98-369 and PL 99-121 at least through 2011.

Resident should consult with an accountant or attorney to determine how the provisions of, as well as any subsequent relevant changes in the Internal Revenue Code might be applicable.

 Initial(s)_____

SECTION 7
ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes legally incompetent or unable to properly care for himself/herself or his/her property, and if a Power of Attorney/Durable Power of Attorney is not in place, the Board of Review shall institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action, including counsel fees, shall be paid by Resident or the legally appointed guardian of his/her estate.

B. Will and Funeral Arrangements

Resident shall, within one (1) month after the date of this Agreement, make a Will providing for the disposition of his/her furniture and possessions and/or appointment of an executor of his/her estate, and make funeral and burial arrangements, unless such Will and arrangements have been previously made.

SECTION 8
RIGHTS AND OBLIGATIONS OF RESIDENT

A. Right of Self-Organization

Residents of the facility shall have the right of self-organization. The Residents may hold meetings for the free discussion of subjects which relate to their well-being. At least seven (7) days notice of each meeting shall be given to the President and all Residents.

B. Right to Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of the Reservation Agreement, and at least annually thereafter, the disclosure statement required by Act No. 82 of 1984.

C. Right to Reimbursement of Health Care Expenses Paid by Resident

In the event Homestead Village Apostles Center for Care is at maximum occupancy, and Resident receives care and pays directly to any facility approved by Community any charge for health services which Community has agreed to provide hereunder, Community shall reimburse Resident for up to fifteen (15) days, or, until a bed becomes available at the Apostles Center for Care, at the daily nursing care semi-private room rate to the extent provided for in this Agreement.

D. Guest Privileges

1. Resident shall have the right to entertain overnight guests in his/her apartment, provided that the period of entertainment of any guest shall not exceed two (2) weeks. Charges for guest meals

and other Community services will be made in accordance with the current schedule.

2. Resident must sign in guests with the receptionist and obtain a guest vehicle pass. Community does not accept responsibility or liability for those persons in the apartment who are not covered by a Residence and Care Agreement. All additional charges involved in such guest residency will be the responsibility of Resident.

E. Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Community, including but not limited to the apartment.

F. Housekeeping

Resident shall be responsible for all usual light housekeeping tasks shall maintain the apartment in a clean, sanitary, and orderly condition. Community will provide housecleaning service on a scheduled basis in accordance with the Supportive Services Contract. Community will provide additional housecleaning service upon Resident's written request and at Resident's expense. If Resident does not maintain the apartment in the proper manner, the Community, after notice to Resident, shall have the right to maintain the apartment and the cost of such maintenance shall be charged to Resident.

G. Health Insurance

Each Resident shall obtain and maintain in force at his/her expense minimum coverage available under any program of Federal Social Security, known as Medicare A and B and additional supplemental insurance coverage (Blue Cross/Blue Shield 65 Special or its equivalent) approved by the Community. For Residents under age 65, a substitute basic coverage insurance policy must be in effect and approved by the President. All health care insurance coverage must be reviewed by, and certified to, the Community annually.

H. Use of Personal or Family Physicians

Resident may employ the service of any physician or surgeon, at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician except for the medical services specified in this Agreement.

I. Transfer to Hospital or Other Facility

The Medical Director, in consultation with Resident's personal physician, may order a transfer of Resident to a hospital or other facility if the Medical Director determines it to be advisable. The same procedure will be used to determine that Resident be returned to the Apostle Center for Care.

J. Automobiles

Residents who drive motor vehicles shall maintain their own automobile liability insurance to

cover liability arising from injury to themselves and others and first party medical benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law. Resident may not keep a vehicle at Homestead Village unless they have a valid driver's license, insurance, and registration. All automobile insurance coverage must be reviewed by, and certified to, the Community annually. Resident will forfeit their assigned parking spot if they are no longer keeping a vehicle at Homestead Village.

K. Change in Financial Condition

1. Resident represents that he/she has made no gift subsequent to the date of his/her application and will make no gift thereafter, which would impair his/her ability or the ability of his/her estate to satisfy his/her financial responsibilities to Community.

2. Resident will immediately notify the Community of any reduction of assets or income that would materially affect the Resident's ability to meet financial obligations to the Community.

3. Resident shall provide within ten (10) days a current statement of financial condition and supporting documents when requested by the Community.

4. If Resident's sources of income are inadequate to meet his/her financial responsibilities to Community, he/she will make every effort to obtain assistance elsewhere and, if he/she can qualify, shall take the necessary steps to obtain federal, state or municipal aid or assistance before requesting financial assistance from the Community.

5. To qualify for subsidized monthly maintenance fees, either partly or wholly, Resident must submit a written request to the President stating the request and reason for the request. Resident will provide evidence that Section 8.K.1, 2, 3 and 4 of the Agreement have been adhered to for the duration of the contract. This information will be reviewed by the Finance Committee of the Board for recommended action on the request.

6. In the event the Finance Committee grants a subsidy, partly or wholly, of Resident's monthly fee and/or other charges, it is agreed that the property, both tangible, and intangible, of Resident at Resident's death shall be transferred by Resident's personal representative, heirs, devises and assigns, to Community for the purpose of repaying to Community (at least to the extent of the value of such property) the subsidy furnished to Resident by Community. This Agreement shall operate as an assignment, transfer and conveyance to Community of such property, and may be enforced as a claim against Resident's estate. Resident will also irrevocably designate as beneficiary the Community and assign to the Community all life insurance policies owned by the Resident to the Community to the extent of the subsidy granted by the Finance Committee with any remaining balance to be paid to the Estate of the Resident. This subparagraph shall apply whether or not Resident is in residence at the facility.

L. Medical Examination

Each applicant for residency must be examined by a licensed physician of his/her own choosing prior to occupancy, and must make the results of the examination available to Community. The cost of the physical examination must be paid by the applicant. A medical review by a qualified

staff member will be required prior to occupancy. The cost of this medical review will be borne by Community.

M. Responsibility for Damages

Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. Upon termination of the Agreement, Resident shall vacate the apartment and leave it in good condition except for reasonable wear and tear. In the event of the death of Resident, Resident's estate shall be liable for any loss or damages caused by Resident. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents.

N. Responsibility for Protection of Resident's Property

1. Community shall not be responsible for the loss or damage of any property belonging to Resident or Resident's estate or guests, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. **Residents are required, at their own expense, to keep an active renter's insurance policy covering personal liability of at least $300,000.00 per occurrence to protect against any such loss or liability as well as listing Homestead Village as the Additional Interest.** Policy must be reviewed by, and certified to, Community annually.

2. If Resident has become unable to occupy the apartment, or this Agreement has been terminated for any other reason, Community may remove all property of Resident from the apartment and store the same at Resident's expense. Community shall exercise ordinary care to protect such property against loss while stored. If the property is stored in a commercial storage facility, Community shall be deemed conclusively to have exercised ordinary care to protect such property against loss and shall have no responsibility for such property thereafter.

3. In the event of Resident's death, any property of Resident in the apartment or held in storage shall be removed by Resident's personal representative, or if no one qualifies within one (1) month after Resident's death, removed by Resident's next of kin. Community will hold such property for such period at the risk of Resident's estate or persons entitled thereto, subject to ordinary care by Community in safeguarding the same until removal can be made.

O. Rules and Regulations

Resident shall cooperate fully with the Community to maintain an orderly, uncluttered appearance to the apartment property, and shall comply with all rules and regulations established by Community.

P. Rights of Resident are Personal and Non-transferable

The rights and privileges of Resident under this Agreement to the apartment, facilities, services, and health care provided for in this Agreement are personal to Resident and cannot be transferred or assigned by Resident, or by any proceeding at law, or otherwise. No person other than Resident may occupy or use the apartment covered by this Agreement, except with the approval of Community.

 Initial(s)_____

SECTION 9
NOTICE OF DELIVERY

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given if and when delivered personally or, if sent by registered mail, when postmarked, postage prepaid and addressed as follows:

To Community:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

To Resident (before taking occupancy):

Name
Address
Address

Initial(s)_____

SECTION 10
ENTIRE AGREEMENT

This Agreement, together with the Application Form, Medical Records, Financial Statement submitted by Resident, and any addenda attached to, or required by, this Agreement, constitutes the entire contract between Community and Resident. Community shall not be liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may not be modified except by agreement of the parties in writing, signed by the parties and attached to this Agreement.

SECTION 11
NON-DISCRIMINATION

Community operates on a non-discriminatory basis and provides access to its facilities and services for all persons regardless of sex, sexual orientation, race, color, religion, national origin, or any other protected trait.

SECTION 12
NON-WAIVER OF ACT 82

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement, shall be construed as a valid waiver of any of the rights granted by this Agreement or by the Continuing Care Provider Registration and Disclosure Act (Act 82) intended for the benefit or protection of Resident.

SECTION 13
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 14
AVERAGE ANNUAL COST OF PROVIDING CARE

The overall average annual cost of providing care and service to Resident in accordance with terms of the Agreement is estimated to be **$37,122.40**. (This is the total annual operating cost for the apartments, including the cost of the fifteen days of health care provided in your Agreement, divided by the average number of apartment residents for the year.)

Initial(s)_____

SECTION 15
DEFINITIONS

MEDICAL DIRECTOR - A physician licensed in the Commonwealth of Pennsylvania and employed by Homestead Village, Inc. to provide medical consultation and examination on behalf of Homestead Village, Inc.

PRESIDENT - Employed by the Board of Directors of Homestead Village, Inc. and responsible to the Board of Directors for the daily operation and management of all divisions of Homestead Village, Inc.

BOARD OF REVIEW - Made up of the Medical Director, President, Vice President(s) and The Apostles Center for Care Administrator.

NURSING CARE - Routine nursing care available in the Homestead Village Apostles Center for Care.

PER DIEM - Daily rates established by the Board of Directors and charged to residents, patients and guests of the Apostles Center for Care or Supportive Services.

LICENSED PHYSICIAN - A medical doctor with a current license to practice medicine in the Commonwealth of Pennsylvania.

UNIT RELEASE FORM – A form provided by Homestead Village, Inc. to a resident or resident representative that when completed provides official notice of the intent to release the unit for resale.

ENTRANCE FEE - The entire fee agreed to (Plan I or Plan II) for the unit.

Initial(s)_____

CORPORATE SEAL AND SIGNATURES:

IN WITNESS WHEREOF, HOMESTEAD VILLAGE, INC. has caused this Agreement to be signed by its President, or other authorized officer, and the Resident(s) has or have hereunto affixed his/her/their signature(s), the day and year first above written.

_____		_____	
Witness	Date	Douglas V. Motter President of Homestead Village, Inc.	Date
_____		_____	
Witness	Date	Resident	**Date**

Revised 03.20.2024 cg

Initial(s)_____

SCHEDULE A
COMMUNITY RATE LISTING

THE FOLLOWING INSERTION: PAGES 1-9, IS THE MOST CURRENT COMMUNITY RATE LISTING FOR HOMESTEAD VILLAGE.

BY INITIALING BELOW, RESIDENT ACKNOWLEDGES RECEIPT OF THE ATTACHED COMMUNITY RATE LISTING.

Initial(s)_____

SCHEDULE B
RIGHT TO RESCIND

Date Rescission Period Begins: The **day of, 2024**.

You may rescind this Residence and Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the Continuing Care Retirement Community 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 periods.

To rescind this Residence and Care Agreement, deliver by Registered Mail, or in person, a signed and dated copy of this notice or any other dated written notice or letter, stating your desire to rescind, to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

This notice should be received no later than midnight, the **day of, 2024** (the last date of rescission).

Pursuant to this notice, I hereby cancel this Residence and Care Agreement.

_____
Name

_____
Date

Initial(s)_____

SCHEDULE C
ENTRANCE FEE REFUND BENEFICIARY DESIGNATION FORM

A. Right to Designate Entrance Fee Refund Beneficiaries:

This Entrance Fee Refund Beneficiary Designation Form ("Form") permits the Resident to designate one or more beneficiaries to receive any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6 of the Resident Agreement. (Hereinafter "Resident" if husband and wife, "Resident" shall apply to them jointly and severally.) This Form is the sole means by which the Resident may make such a designation, and the Form must be signed and dated by the Resident(s) and received by Homestead Village, Inc. ("Homestead Village") prior to the date of the Resident's death in order to be valid and binding. If two residents, both residents must sign the beneficiary form and acknowledge that the refund stays with the agreement even if one of the two departs from Homestead. Refunds are not released until death or departure of both co-residents, even if spouse or co-resident is in a different level of care within Homestead Village. If resident(s) move away from Homestead Village, and is/are still living, refunds are payable to the resident themselves and beneficiary form is not enacted. Refunds are not issued until the unit is released and re-occupied by next resident, pursuant to Sections 5 and 6 of the Resident Agreement.

B. Designation of Refund Beneficiaries:

The Resident authorizes Homestead Village to pay any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death to the beneficiary or beneficiaries named below in accordance with the corresponding percentages stated below. The combined percentages to be paid all beneficiaries must total one hundred percent (100%). This beneficiary form does not supersede Pennsylvania State Law. Once the refund is eligible to be distributed, Homestead Village will make all efforts to issue and mail the refund checks within one month.

Beneficiary #1

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #1 be paid _____ percent (_____%) of any refund.

Initial(s)_____

Beneficiary #2

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #2 be paid _____ percent (_____%) of any refund.

Beneficiary #3

Name: _____

Social Security Number: _____

Address: _____

_____

_____

Birth date: _____

The Resident directs that Beneficiary #3 be paid _____ percent (_____%) of any refund.

C. Revocation of Designation:

The Resident has the right to change the designation of beneficiaries made in Section B of this Form at any time, by signing and dating a new Form and providing such Form to Homestead Village. Upon the death of the Resident, Homestead Village will honor the designation stated on the Form bearing the most recent date by paying any refund in accordance with such designation. All Forms dated prior to the most recent Form shall be null and void.

D. Effect of Failure to Make Valid Designation:

If the Resident fails to duly designate a beneficiary or beneficiaries by means of this Form, any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section of the Resident Agreement, shall be paid to the estate of the Resident. In the event a beneficiary designated on the Form is not living or in legal existence at the time of the Resident's death, the amount of the refund otherwise payable to such beneficiary shall be paid to the estate of the Resident.

E. Authorization of Resident:

The Resident has read, and understands, the provisions of Section 6-C of the Resident Agreement, and the provisions of this Form. The Resident makes and authorizes the designation stated in Section B of this Form, and agrees to indemnify Homestead Village for any claims or damages against Homestead Village arising from actions taken by Homestead Village that are in accordance with the provisions of Section 6-C of the Resident Agreement, and the provisions of the Form.

Signature 1: _____ **Date:** _____

Print Name: _____

Social Security Number: _____

Signature 2: _____ **Date:** _____

Print Name: _____

Social Security Number: _____

Address: _____

Acknowledgment of Receipt of Form by Homestead Village:

Signature: _____

Title: President

Print Name: Douglas V. Motter

Date Received: _____

Witness Signature:

Signature: _____ Date: _____

Print Name: _____

APPENDIX G

(The *Apartment Home Residence and Care Agreement – Plan II* has been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.).

ESTATE PRESERVATION - PLAN II (60%) – SAMPLE 2024
HOMESTEAD VILLAGE, INC.
APARTMENT HOME WITH SUPPORTIVE SERVICES
RESIDENCE AND CARE AGREEMENT

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 Initial(s)_____

THIS AGREEMENT, made this **6th day of February, 2024,** between HOMESTEAD VILLAGE, INC., a Pennsylvania non-profit corporation (hereinafter "Community") and **Name** (hereinafter "Resident", if husband and wife or other two related or unrelated persons, then "Resident" shall apply to them jointly and severally) for admission to **Apartment 000** at Life Plan Community known as Homestead Village; 1800 Village Circle, Lancaster PA 17603.

SECTION 1
APARTMENT ACCOMMODATIONS

A. Apartment

Community will provide Resident with the apartment, common facilities, and services specified in this Agreement, beginning on the date of occupancy, for the remainder of Resident's life or until earlier termination of this Agreement. Community shall have the right to enter and inspect the apartment at all reasonable times.

B. Furnishings

Community will provide electric cook top, freezer/refrigerator, microwave, garbage disposal, smoke detectors, standard window blinds/sheers, wall-to-wall carpeting and vinyl flooring in the apartment. Resident shall provide all other furnishings, including window treatments, which shall meet usual and customary standards of appearance and privacy, and will be subject to approval by the President or designee. Furnishings provided by Resident which do not meet usual and customary standards of appearance and privacy will be rejected and may, in the sole and absolute discretion of the President, be replaced by Community at Resident's expense. Any change or replacement by Resident of the furnishings provided by Community in the apartment vests title thereto in Community unless otherwise agreed to in writing by Community.

C. Common Facilities

Resident may use, in common with others, the dining room, activities areas, transportation and other facilities provided by Community for all Residents.

D. Occupancy Date

Apartment shall be ready for occupancy on or about **February 9, 2024.** Resident will take occupancy - receive the keys to the apartment and will begin to be responsible for the payment of the monthly fee - on **February 9, 2024.**

E. Structural Changes and Redecoration

Any structural or physical change of any kind or redecoration within the apartment may be made only after approval by the President or designee and subject to his/her supervision. The cost of any redecoration or change requested by Resident, and restoration to original condition, will be borne by Resident unless otherwise agreed to in writing by Community. Community shall make selection of a contractor for structural changes.

SECTION 2
SERVICES PROVIDED BY COMMUNITY

A. Utilities

Community will provide electric, water, sewer, trash collection, a television connection, telephone jacks, heat/air conditioning system, grounds lighting, and pay real estate taxes. Telephone, internet, and Cable T.V. fees are the responsibility of Resident and are billed separately through Homestead Village bulk contract with provider.

B. Maintenance and Repair

Community will provide grounds keeping, lawn care, snow removal, and necessary repairs, maintenance and replacement of its property and equipment, including all furnishings listed in Section 1.B of this Agreement. See Schedule A *Community Rate Listing* for details and related charges.

Repairs, maintenance and replacement of Resident's property and furnishings will be the responsibility of Resident. All landscaping will be the responsibility of Community.

C. Food and Meals

Meals are included in daily rate when Resident is enrolled in supportive services**.** If resident no longer requires supportive services, apartment residents will participate in a meal plan billed separately from the monthly fee. The meal plan dollars can be carried over up to 30 days and will be prorated for absences from the community of at least seven (7) days. Special diets are available on request. Please reference the supportive services agreement for additional information.

D. Housekeeping and Laundry

Community will provide light housekeeping, weekly laundering of flat linens, and assistance with personal laundry. Please reference the supportive services agreement and *Community Rate Listing* for additional information and services schedule.

E. Continuum of Care: Personal Care, Memory Support, and Skilled Nursing Care

1. Community will provide appropriate health services when deemed necessary. See Schedule A *Community Rate Listing* for additional charges that may be incurred. There shall be at least the following levels of assistance:

a. Minor assessments and assistance (Included in Monthly Maintenance Fee);
b. Minimal personal assistance (Charge to be made);
c. Moderate/Increased assistance. (Charge to be made, enrollment in Supportive Services, or transfer to Westvue or ACC.)

See Schedule A *Community Rate Listing* for details and related charges.

 Initial(s)_____

2. Personal Care: Homestead Village apartments are licensed as a Pa Personal Care Home and daily assistance is provided through Homestead Village's Supportive Services (personal care) program at Resident's expense. All hands-on direct care must be provided through the supportive services program according to 55 Pa. Code Chapter 2600. Home Care services may provide non-medical assistance only under instances where supportive services is not required. Hospice services may provide additional care if necessary, but only when in addition to Supportive Services. Specialized Memory Support Personal Care services are provided in the Westvue neighborhoods at Homestead Village and will require a transfer from the apartment.

3. Skilled Nursing Care: Community operates a fully approved nursing facility (the "Apostles Center for Care") which is licensed by the Commonwealth of Pennsylvania. Residents of Homestead Village are given priority for admission over applicants who are not Residents.

Community will provide fifteen (15) days of nursing care per resident per calendar year in the Apostles Center for Care (semi-private accommodation). If opting for a private room accommodation while using the fifteen days of nursing care, Resident will be charged the difference between a semi-private and private stay accommodation. If opting for a private room accommodation while covered under a Medicare Part A stay, Resident will be charged the difference between a semi-private and private stay accommodation. If resident permanently transfers to ACC or Westvue, they may no longer use the 15-day benefit, even if co-resident still occupies the residence.

4. The cost of rehabilitation, physician services and diagnostic services shall be the responsibility of Resident.

5. The health services provided by Community do not include refractions, eyeglasses, hearing aids, podiatry, prescription medication, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders, and any other health or medical service not specifically set forth in this Agreement.

6. If Resident suffers an accident or illness while away from the facility, Community shall be responsible for the nursing services provided under Sections 2.E 2 and 2.E.3 only upon Resident's return to Homestead Village.

7. Resident acknowledges the right of Community to receive proceeds to which Resident is entitled under insurance and benefit programs required by the Agreement, and hereby assigns and transfers over to Community all right, title and interest of Resident to such public and private insurance and benefits to the extent necessary to pay Community for medicine and nursing care furnished to Resident by Community. Resident hereby authorizes Community to make any and all claims for such insurance and benefits and agrees to execute all documents necessary to enable Community to collect or enforce such claims. If for any reason Community cannot apply directly for such benefits, Resident agrees to make such application individually and to pay to Community the proceeds received or personally pay for the benefits otherwise owed to the Community if Resident does not make such application.

8. The Apostles Center for Care is not designed to care for persons who are afflicted with serious mental illness. If Community determines that Resident's mental condition is such that continued residence in the apartment is dangerous or detrimental to the life, health, safety or peace of Resident or other Residents or Community Staff, then Community may transfer

Resident to an institution of Community's choosing. Such transfer shall be subject to approval of the Board of Review (consisting of the President, the Apostles Center for Care Administrator, and Medical Director), in consultation with Resident's family or other representative. For temporary confinement (fifteen days or less cumulatively per calendar year) Resident will continue to pay the Monthly Fee and Community will bear the cost of Resident's care in such institution to the same extent that it would bear the cost of care provided under Section 2.E.2. For permanent confinement the provisions of Section 5.A shall apply.

SECTION 3
FEES

A. Entrance Fee- Apt #____

1.

Entrance Fee – Plan II	$00.00
Processing Fee	$100.00
Total Cost of Options	$.00
Total Cost of House with Options:	**$00.00**

Payments Made:

Processing Fee **paid**	$100.00
Priority List Deposit **paid**	$1,000.00
Ready Priority List Deposit **paid**	$2,000.00
Reservation Deposit **paid**	$.00
Upgrades/Options N/A	$.00
Total Payments made:	**($0.00)**

Total Entrance Fee:

TOTAL DUE 2/9/2024	**$0.00**

2. Interest shall be payable to the Community on all entrance fees not paid by the Final Payment date agreed to in A.2 above. Community reserves the right to reduce or increase the interest rate based upon market conditions.

B. Monthly Fee

1. Resident shall pay to the Community a total monthly fee of Monthly Fee*:* **$1,490.00 *Plus* Supportive Services Personal Care charge: Tier I - $115.00 per day. If Supportive Service is discontinued, the Dining Dollar amount of $350.00 per month will be included in the monthly fee.** An additional surcharge of $85 per month will be added for cable TV, phone and internet services in the apartment.

2. Payment of the initial Monthly Fee is charged starting on the established occupancy date, and will be prorated on the statement of the next full month. Thereafter, the Monthly Fee is due at the beginning of each month.

3. The monthly statement shall include the Monthly Fee and any other amounts chargeable to Resident.

4. The Monthly Fee may be adjusted to reflect changes in the cost of doing business by Community. Any such adjustments shall be upon at least sixty (60) days written notice to Residents.

a. The Monthly Fee provides nursing care in the Apostles Center for Care for fifteen (15) days per year as provided in Section 2.E.2.

5. The per diem charge in the Apostles Center for Care (other than the costs covered in Section 2.E.2.) will be in addition to the regular Monthly Fee.

6. When Resident is away from the apartment for at least seven (7) consecutive days and advance notice is given to the Community, an adjustment for meal charges shall be made to the Monthly Fee.

7. The Monthly Fee obligation stops when a Unit Release Form is signed, and the keys are relinquished to Homestead Village. Please reference the Homestead Village Move Out Brochure for additional information about unit release procedures.

C. Fee Responsibility

Residents and Co-Residents who sign this agreement are required to supply a financial statement to the Community and each of them shall be jointly and severally liable for all payments, which shall be due hereunder. If one of the Co-Residents dies or is permanently transferred, the remaining Resident shall be responsible for the single occupant Monthly Fee. In the event of a permanent transfer to Apostles Center for Care, transferred Resident is no longer eligible for 15 days of care as noted in section 2 E2.

D. New Co-Resident Relationship

A new Co-Resident must follow standard admission procedures, be approved financially, and shall be required to pay an entrance fee of 50% of the entrance fee of the home being occupied. If the new Co-Resident survives the original Resident, the new Co-Resident may live in the unit until transfer to other accommodations is required due to physical or financial necessity, subject to all of the terms of this Agreement. If the new Co-Resident becomes sole occupant of the unit and desires to add a second new Co-Resident, then the second new Co-Resident will pay the current entrance fee in effect for the unit. No refunds are due until both parties depart homestead village.

E. Service Charge

A service charge of 1% per month will be added for amounts past due with relation to the monthly fee and charges indicated in Section 3.B.

 Initial(s)_____

SECTION 4
TERMINATION OF AGREEMENT

A. Termination by Resident

1. Resident may rescind this Agreement without penalty or forfeiture within seven (7) days of the date specified in the document entitled *Right of Rescission*, which is attached to this Agreement as Schedule B, simply by delivering to Community the completed *Right of Rescission*.

2. Resident may terminate this Agreement by delivery of thirty (30) days prior written notice to Community and surrender of the apartment. Surrender of the apartment shall be complete when Resident has ceased to occupy the apartment, has removed all possessions therefrom, executed the Unit Release Form, and returned the apartment keys to the Community.

B. Termination by Community

1. Misrepresentation, or the repeated or willful omission of information specified in the application requirements is cause for termination of this Agreement by the Community.

2. The Community has the right to terminate this Agreement for "just cause" which shall include, but not be limited to, a good faith determination made in writing by the Board of Review and signed by the Medical Director and President of the facility that Resident is a danger to himself, herself, or others while remaining in the facility.

3. Community will provide thirty (30) days prior written notice of termination on grounds other than a good faith determination that Resident is a danger to himself/herself or others, in which case Community will provide such notice as is reasonably feasible and prudent.

4. If any monthly fee or charge is not paid within sixty (60) days of due date, Community may terminate this Agreement.

C. Termination by Death

This Agreement shall terminate following the death of Resident when the Unit Release Form has been duly executed by Resident's legal representative, all personal possessions have been removed and the keys have been returned to the Community. If the Agreement has been signed by Co-Residents, this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident.

D. Release of Obligation

Upon termination of this Agreement, Community shall be released from any further obligations to Resident except for payment of any refund due under Section 6.

Initial(s)_____

SECTION 5
TRANSFER/MOVE TO OTHER LIVING ACCOMMODATIONS

A. Community Options to Transfer Resident

Community may transfer Resident to another living accommodation if it determines that such a move should be made for the benefit of Resident, or for the proper operation of the facility, or to meet the requirements of law. If Resident is transferred permanently to another facility, Community may declare Resident's apartment vacant. In the case of Co-Residents, the provisions of Section 3.C shall apply. The decision as to the permanency of the transfer shall be made by the Board of Review in consultation with the Resident and their family or other representatives. Reasons for a required transfer from an apartment to Westvue or ACC include but are not limited to cognitive decline, inability to self-transfer from bed to chair or commode, incontinence management, or other needs-based concerns that are unable to be met in the apartment setting according to personal care licensure, 55 Pa. Code Chapter 2600.

B. Resident Option to Transfer within Homestead Village

Resident shall have the option to move to another apartment, cottage, villa or carriage home, if and when available, and shall pay the applicable Monthly Fee. If Resident elects to move to another unit with a higher entrance fee than was paid by Resident for occupancy of the unit specified in the first paragraph of this Agreement; then, Resident shall pay the difference between the original entrance fee and the higher entrance fee in effect at the time the new unit is occupied. No entrance fee credit shall be provided if Resident elects to move into a unit with a lower entrance fee than Resident paid for the residence specified in the first paragraph of this Agreement. No entrance fee refund will be paid at the time of a transfer within Homestead Village.

SECTION 6
AMORTIZATION AND REFUND OF ENTRANCE FEE

Community shall amortize and/or refund the entrance fee in accordance with the following provisions:

A. Amortization of Entrance Fee

The Entrance Fee shall be amortized and accrue to the benefit of Community at the rate of two percent (2%) per month, or part thereof, for the first eighteen (18) months of occupancy by Resident; then, one percent (1%) per month until:

1. Full twenty-two (22) months amortization, or
2. the date when a new Resident has occupied the apartment formerly occupied by Resident, or
3. five months from the date the Unit Release Form is executed, whichever is earlier.

B. Refund before Occupancy

If Resident does not occupy the apartment by the date agreed to in Section 1.D, Community shall retain two percent (2%) of the entrance fee. Any remaining balance of entrance fee payments

shall be refunded to the applicant without interest. In the event of termination of this Agreement either by death of Resident before occupancy or Resident's rescission of this Agreement pursuant to Section 4.A.1, Community shall make a full refund of all entrance fee payments less cost for personal upgrades.

C. Refund after Occupancy

1. In the event of termination of this Agreement during the first twenty-two (22) months of occupancy in accordance with Section 4, sixty percent (60%) of the total Entrance Fee plus that portion of the Entrance Fee representing the unamortized Entrance Fee shall be subject to any reduction in accordance with Section 6.A above, shall be refunded to: (a) the Resident; or (b) in the event of the death of Resident, to the beneficiary designated by Resident in the Entrance Fee Refund Beneficiary Designation Form, attached as Schedule C of this Agreement; or (c) to Resident's estate if no beneficiary is duly designated by Resident. After twenty-two (22) months of occupancy, the refund shall be 60% of the Entrance Fee. Payment of the refundable (60%) portion of the Entrance Fee shall be limited to the extent of the proceeds of re-occupancy of the Resident's unit (that is, if the subsequent entrance fee received is lower, the refund is limited to that amount.)

2. Any refund due during the Resident's occupancy or at the conclusion of their occupancy will be reduced by any amount payable to Homestead Village for the reimbursement of costs related to Financial Relief/Charitable Care provided to, and accepted by, the Resident. Refunds due to the Resident shall be payable when the Resident departs Homestead Village and after the Resident has paid all outstanding bills to Homestead Village.

3. In the case of Co-Residents, refund of the unamortized Entrance Fee will be made only after both Co-Residents have complied with the provisions of Section 4.

4. Refund of Entrance Fee, in accordance with Section 6.C1, shall be payable only when a new resident has occupied the apartment formerly occupied by Resident.

5. In the event of any refund hereunder, the payment of an entrance fee by Resident shall be considered a gift loan to a charitable organization for purposes of federal tax law.

D. Taxation Disclosure

The Internal Revenue code changes enacted by Congress in June 1984 (Public Law 98-369) and modified by Public Law 99-121, enacted October 11, 1985, may affect Resident's taxable income. The Internal Revenue Service may interpret certain sections of the Revised Internal Revenue Code, pertaining to below-market interest rate loans, as imposing tax liability on the refundable portion of this fee as a loan from Resident to Community and attribute to Resident receipt of interest income on the outstanding balance of the fee, even though Resident does not receive interest payments.

The Tax Increase Prevention and Reconciliation Act of 2005, signed into law on May 16, 2006, suspends the below-market interest rate loan provisions of PL 98-369 and PL 99-121 at least through 2011.

Resident should consult with an accountant or attorney to determine how the provisions of, as well as any subsequent relevant changes in, the Internal Revenue Code might be applicable.

 Initial(s)_____

SECTION 7
ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes legally incompetent or unable to properly care for himself/herself or his/her property, and if a Power of Attorney/Durable Power of Attorney is not in place, the Board of Review shall institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action, including counsel fees, shall be paid by Resident or the legally appointed guardian of his/her estate.

B. Will and Funeral Arrangements

Resident shall, within one (1) month after the date of this Agreement, make a Will providing for the disposition of his/her furniture and possessions and/or appointment of an executor of his/her estate, and make funeral and burial arrangements, unless such Will and arrangements have been previously made.

SECTION 8
RIGHTS AND OBLIGATIONS OF RESIDENT

A. Right of Self-Organization

Residents of the facility shall have the right of self-organization. The Residents may hold meetings for the free discussion of subjects, which relate to their well being. At least seven (7) days notice of each meeting shall be given to the President and all Residents.

B. Right to Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of the Reservation Agreement, and at least annually thereafter, the disclosure statement required by Act No. 82 of 1984.

C. Right to Reimbursement of Health Care Expenses Paid by Resident

In the event Homestead Village Apostles Center for Care is at maximum occupancy, and Resident receives care and pays directly to any facility approved by Community any charge for health services which Community has agreed to provide hereunder, Community shall reimburse Resident for up to fifteen (15) days, or, until a bed becomes available at the Apostles Center for Care, at the daily nursing care semi-private room rate to the extent provided for in this Agreement.

D. Guest Privileges

1. Resident shall have the right to entertain overnight guests in his/her apartment, provided that the period of entertainment of any guest shall not exceed two (2) weeks. Charges for guest meals and other Community services will be made in accordance with the current schedule.

2. Community does not accept responsibility or liability for those persons in the apartment who are not covered by a Residence and Care Agreement. All additional charges involved in such guest residency will be the responsibility of Resident.

E. Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Community, including but not limited to the apartment.

F. Housekeeping

Resident shall be responsible for all usual light housekeeping tasks shall maintain the apartment in a clean, sanitary, and orderly condition. Community will provide housecleaning service on a scheduled basis in accordance with the Supportive Services Contract. Community will provide additional housecleaning service upon Resident's written request and at Resident's expense. If Resident does not maintain the apartment in the proper manner, the Community, after notice to Resident, shall have the right to maintain the apartment and the cost of such maintenance shall be charged to Resident.

G. Health Insurance

Each Resident shall obtain and maintain in force at his/her expense minimum coverage available under any program of Federal Social Security, known as Medicare A and B and additional supplemental insurance coverage approved by the Community. For Residents under age 65, a substitute basic coverage insurance policy must be in effect and approved by the President. All health care insurance coverage must be reviewed by, and certified to, the Community annually.

H. Use of Personal or Family Physicians

Resident may employ the service of any physician or surgeon, at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician except for the medical services specified in this Agreement.

I. Transfer to Hospital or Other Facility

The Medical Director, in consultation with Resident's personal physician, may order a transfer of Resident to a hospital or other facility if the Medical Director determines it to be advisable. The same procedure will be used to determine that Resident be returned to the Apostles Center for Care.

J. Automobiles

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability arising from injury to themselves and others and first party medical benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law. Resident may not keep a vehicle at Homestead Village unless they have a valid driver’s license, insurance, and registration. All automobile insurance coverage must be reviewed by, and certified to, the Community. Resident will forfeit their assigned parking spot if they are no longer keeping a

vehicle at Homestead Village.

K. Change in Financial Condition

1. Resident represents that he/she has made no gift subsequent to the date of his/her application and will make no gift thereafter, which would impair his/her ability or the ability of his/her estate to satisfy his/her financial responsibilities to Community.

2. Resident will immediately notify the Community of any reduction of assets or income that would materially affect the Resident's ability to meet financial obligations to the Community.

3. Resident shall provide within ten (10) days a current statement of financial condition and supporting documents when requested by the Community.

4. If Resident's sources of income are inadequate to meet his/her financial responsibilities to Community, he/she will make every effort to obtain assistance elsewhere and, if he/she can qualify, shall take the necessary steps to obtain federal, state or municipal aid or assistance before requesting financial assistance from the Community.

5. To qualify for subsidized monthly maintenance fees, either partly or wholly, Resident must submit a written request to the President stating the request and reason for the request. Resident will provide evidence that Section 8.K.1, 2, 3 and 4 of the Agreement have been adhered to for the duration of the contract. This information will be reviewed by the Finance Committee of the Board for recommended action on the request.

6. In the event the Finance Committee grants a subsidy, partly or wholly, of Resident's monthly fee and/or other charges, it is agreed that the property, both tangible, and intangible, of Resident at Resident's death shall be transferred by Resident's personal representative, heirs, devises and assign, to Community for the purpose of repaying to Community (at least to the extent of the value of such property) the subsidy furnished to Resident by Community. This Agreement shall operate as an assignment, transfer and conveyance to Community of such property, and may be enforced as a claim against Resident's estate. Resident will also irrevocably designate as beneficiary the Community and assign to the Community all life insurance policies owned by the Resident to the Community to the extent of the subsidy granted by the Finance Committee with any remaining balance to be paid to the Estate of the Resident. This subparagraph shall apply whether or not Resident is in residence at the facility.

L. Medical Examination

Each applicant for residency must be examined by a licensed physician of his/her own choosing prior to occupancy, and must make the results of the examination available to Community. The cost of the physical examination must be paid by the applicant. A medical review by a qualified staff member will be required prior to occupancy. The cost of this medical review will be borne by Community.

M. Responsibility for Damages

Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. Upon termination of the Agreement, Resident shall vacate the apartment and leave it in good condition except for reasonable wear and tear. In the event of the death of

Resident, Resident's estate shall be liable for any loss or damages caused by Resident. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents.

N. Responsibility for Protection of Resident's Property

1. Community shall not be responsible for the loss or damage of any property belonging to Resident or Resident's estate or guests, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. **Residents are required, at their own expense, to keep an active renter's insurance policy covering personal liability of at least $300,000.00 per occurrence to protect against any such loss or liability as well as listing Homestead Village as the Additional Interest.** Policy must be reviewed by, and certified to, Community annually.

2. If Resident has become unable to occupy the apartment, or this Agreement has been terminated for any other reason, Community may remove all property of Resident from the apartment and store the same at Resident's expense. Community shall exercise ordinary care to protect such property against loss while stored. If the property is stored in a commercial storage facility, Community shall be deemed conclusively to have exercised ordinary care to protect such property against loss and shall have no responsibility for such property thereafter.

3. In the event of Resident's death, any property of Resident in the apartment held in storage shall be removed by Resident's personal representative, or if no one qualifies within one (1) month after Resident's death, removed by any of Resident's next of kin. Community will hold such property for such period at the risk of Resident's estate or persons entitled thereto, subject to ordinary care by Community in safeguarding the same until removal can be made.

O. Rules and Regulations

Resident shall cooperate fully with the Community to maintain an orderly, uncluttered appearance to the apartment property, and shall comply with all rules and regulations established by Community.

P. Rights of Resident are Personal and Non-transferable

The rights and privileges of Resident under this Agreement to the apartment, facilities, services, and health care provided for in this Agreement are personal to Resident and cannot be transferred or assigned by Resident, or by any proceeding at law, or otherwise. No person other than Resident may occupy or use the apartment covered by this Agreement, except with the approval of Community.

 Initial(s)_____

SECTION 9
NOTICE OF DELIVERY

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given if and when delivered personally or, if sent by registered mail, when postmarked, postage prepaid and addressed as follows:

To Community:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

To Resident (before taking occupancy):

Name
Address

Initial(s)_____

SECTION 10
ENTIRE AGREEMENT

This Agreement, together with the Application Form, Medical Records, Financial Statement submitted by Resident, and any addenda attached to, or required by, this Agreement, constitutes the entire contract between Community and Resident. Community shall not be liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may not be modified except by agreement of the parties in writing, signed by the parties and attached to this Agreement.

SECTION 11
NON-DISCRIMINATION

Community operates on a non-discriminatory basis and provides access to its facilities and services for all persons regardless of sex, sexual orientation, race, color, religion, national origin, or other legally protected trait.

SECTION 12
NON-WAIVER OF ACT 82

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement shall be construed as a valid waiver of any of the rights granted by this Agreement or by the Continuing Care Provider Registration and Disclosure Act (Act 82) intended for the benefit or protection of Resident.

SECTION 13
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 14
AVERAGE ANNUAL COST OF PROVIDING CARE

The overall average annual cost of providing care and service to Resident in accordance with terms of the Agreement is estimated to be **$37,122.40**. (This is the total annual operating cost for the apartments, including the cost of the fifteen days of health care provided in your Agreement, divided by the average number of apartment residents for the year.)

Initial(s)_____

SECTION 15
DEFINITIONS

MEDICAL DIRECTOR - A physician licensed in the Commonwealth of Pennsylvania and employed by Homestead Village, Inc. to provide medical consultation and examination on behalf of Homestead Village, Inc.

PRESIDENT - Employed by the Board of Directors of Homestead Village, Inc. and responsible to the Board of Directors for the daily operation and management of all divisions of Homestead Village, Inc.

BOARD OF REVIEW - Made up of the Medical Director, President, Vice President(s) and the Apostles Center for Care Administrator.

NURSING CARE - Routine nursing care available in the Homestead Village Apostles Center for Care.

PER DIEM - Daily rates established by the Board of Directors and charged to residents, patients and guests of the Apostles Center of Care and Supportive Services.

LICENSED PHYSICIAN - A medical doctor with a current license to practice medicine in the Commonwealth of Pennsylvania.

UNIT RELEASE FORM - a form provided by Homestead Village, Inc. to a resident or resident representative that when completed provides official notice of the intent to release the unit for resale.

ENTRANCE FEE - The entire fee agreed to (Plan I or Plan II) for the unit.

Initial(s)_____

CORPORATE SEAL AND SIGNATURES:

IN WITNESS WHEREOF, HOMESTEAD VILLAGE, INC. has caused this Agreement to be signed by its President, or other authorized officer, and Resident(s) has or have hereunto affixed his/her/their signature(s), the day and year first above written.

_____		_____	
Witness	Date	Douglas V. Motter President, Homestead Village, Inc.	Date
_____		_____	
Witness	Date	Name Resident	Date
_____		_____	
Witness	Date	Name Resident	Date

Revised 03/20/2024 cg

Initial(s)_____

SCHEDULE A
COMMUNITY RATE LISTING

THE FOLLOWING INSERTION: PAGES 1-9, IS THE MOST CURRENT COMMUNITY RATE LISTING FOR HOMESTEAD VILLAGE.

BY INITIALING BELOW, RESIDENT ACKNOWLEDGES RECEIPT OF THE ATTACHED COMMUNITY RATE LISTING.

Initial(s)_____

SCHEDULE B
RIGHT TO RESCIND

Date Rescission Period Begins: the 1 **day of January, 2024.**

You may rescind this Residence and Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the Continuing Care Retirement Community 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 periods.

To rescind this Residence and Care Agreement, deliver by Registered Mail, or in person, a signed and dated copy of this notice or any other dated written notice or letter, stating your desire to rescind, to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

This notice should be received no later than midnight, the **7 day of January, 2024,** (the last date of rescission).

Pursuant to this notice, I hereby cancel this Residence and Care Agreement.

_____
Name

_____
Date

Initial(s)_____

SCHEDULE C
ENTRANCE FEE REFUND BENEFICIARY DESIGNATION FORM

A. Right to Designate Entrance Fee Refund Beneficiaries:

This Entrance Fee Refund Beneficiary Designation Form ("Form") permits the Resident to designate one or more beneficiaries to receive any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6 of the Resident Agreement. (Hereinafter "Resident" if husband and wife, "Resident" shall apply to them jointly and severally.) This Form is the sole means by which the Resident may make such a designation, and the Form must be signed and dated by the Resident(s) and received by Homestead Village, Inc. ("Homestead Village") prior to the date of the Resident's death in order to be valid and binding. If two residents, both residents must sign the beneficiary form and acknowledge that the refund stays with the agreement even if one of the two departs from Homestead. Refunds are not released until death or departure of both co-residents, even if spouse or co-resident is in a different level of care within Homestead Village. If resident(s) move away from Homestead Village, and is/are still living, refunds are payable to the resident themselves and beneficiary form is not enacted. Refunds are not issued until the unit is released and re-occupied by next resident, pursuant to Sections 5 and 6 of the Resident Agreement.

B. Designation of Refund Beneficiaries:

The Resident authorizes Homestead Village to pay any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death to the beneficiary or beneficiaries named below in accordance with the corresponding percentages stated below. The combined percentages to be paid all beneficiaries must total one hundred percent (100%). This beneficiary form does not supersede Pennsylvania State Law. Once the refund is eligible to be distributed, Homestead Village will make all efforts to issue and mail the refund checks within one month.

Beneficiary #1

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #1 be paid _____ percent (_____%) of any refund.

Beneficiary #2

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #2 be paid _____ percent (_____%) of any refund.

Beneficiary #3

Name: _____

Social Security Number: _____

Address: _____

_____

_____

Birth date: _____

The Resident directs that Beneficiary #3 be paid _____ percent (_____%) of any refund.

C. Revocation of Designation:

The Resident has the right to change the designation of beneficiaries made in Section B of this Form at any time, by signing and dating a new Form and providing such Form to Homestead Village. Upon the death of the Resident, Homestead Village will honor the designation stated on the Form bearing the most recent date by paying any refund in accordance with such designation. All Forms dated prior to the most recent Form shall be null and void.

D. Effect of Failure to Make Valid Designation:

If the Resident fails to duly designate a beneficiary or beneficiaries by means of this Form, any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section of the Resident Agreement, shall be paid to the estate of the Resident. In the event a beneficiary designated on the Form is not living or in legal existence at the time of the Resident's death, the amount of the refund otherwise payable to such beneficiary shall be paid to the estate of the Resident.

E. Authorization of Resident:

The Resident has read, and understands, the provisions of Section 6-C of the Resident Agreement, and the provisions of this Form. The Resident makes and authorizes the designation stated in Section B of this Form, and agrees to indemnify Homestead Village for any claims or damages against Homestead Village arising from actions taken by Homestead Village that are in accordance with the provisions of Section 6-C of the Resident Agreement, and the provisions of the Form.

Signature 1: _____ **Date:** _____

Print Name: _____

Social Security Number: _____

Signature 2: _____ **Date:** _____

Print Name: _____

Social Security Number: _____

Address: _____

Acknowledgment of Receipt of Form by Homestead Village:

Signature: _____

Title: President

Print Name: Douglas V. Motter

Date Received: _____

Witness Signature:

Signature: _____ Date: _____

Print Name: _____

APPENDIX H

(The *Cottage/Villa Residence and Care Agreement – Plan I* has been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.).

TRADITIONAL REFUND - PLAN I - SAMPLE 2024

HOMESTEAD VILLAGE, INC.

COTTAGE/VILLA/MEWS/FARMSTEAD RESIDENCE AND CARE AGREEMENT

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 Initial(s)_____

THIS AGREEMENT, made this **day of MONTH, 2024,** between HOMESTEAD VILLAGE, INC., a Pennsylvania non-profit corporation (hereinafter "Community") and**, RESIDENT NAME,** hereinafter "Resident", if husband and wife or two other related or unrelated persons then "Resident" shall apply to them jointly and severally) for admission to **ADDRESS,** at Life Plan Community known as Homestead Village; 1800 Village Circle, Lancaster PA 17603.

SECTION 1
LIVING ACCOMMODATIONS

A. Living Accommodation

Community will provide Resident with the living accommodation, common facilities and services specified in this Agreement, beginning on the date of occupancy, for the remainder of Resident's life or until earlier termination of this Agreement. Community shall have the right to enter and inspect the residence at all reasonable times.

B. Furnishings

Community will provide electric stove, freezer/refrigerator, microwave, garbage disposal, washer/dryer, dishwasher, smoke detectors, wall-to-wall carpeting and vinyl flooring in the cottage/villa/carriage home. All other furnishings, including window treatments, shall be provided by the resident and shall meet usual and customary standards of appearance and privacy, will be subject to approval by the President or designee. Furnishings provided by Resident which do not meet usual and customary standards of appearance and privacy will be rejected and may, in the sole and absolute discretion of the President, be replaced by Community at Resident's expense. Any change or replacement by Resident of the furnishings provided by the Community in the unit vests title thereto in Community unless otherwise agreed to in writing by Community.

C. Common Facilities

Resident may use, in common with others, the dining room, transportation, activities areas, and other facilities provided by Community for all Residents.

D. Occupancy Date

Residence shall be ready for occupancy on or about **_ Day of month, 2024** Resident will take occupancy - receive the keys to the villa and will begin to be responsible for the payment of the monthly fee - on **_ Day of month, 2024.**

E. Structural Changes and Redecoration

Any structural or physical change of any kind or redecoration within the unit may be made only after approval by the President or designee and subject to his/her supervision. The cost of any redecoration or change requested by Resident, and restoration to original condition will be borne by Resident unless otherwise agreed to in writing by Community. Selection of a contractor for structural changes shall be made by Community.

 Initial(s)_____

SECTION 2
SERVICES PROVIDED BY COMMUNITY

A. Utilities

Community will provide water, sewer, trash collection, television connections, telephone jacks, heat/air-conditioning system, grounds lighting, and pay real estate taxes. Internet, and telephone fees are the responsibility of Resident. Two Cable TV boxes are provided and billed through Homestead Village bulk contract with provider. Resident will be responsible for payment of the electric/gas bill directly to provider.

B. Maintenance and Repair

Community will provide grounds-keeping, lawn care, snow removal, and necessary repairs, maintenance and replacement of its property and equipment, including all furnishings listed in Section 1.B. of this agreement. Repairs, maintenance and replacement of Resident's property and furnishings will be the responsibility of Resident. All landscaping, except items planted by the Resident within four feet of the house will be the responsibility of Community. See Schedule A *Community Rate Listing* for details and related charges.

C. Food and Meals

All Homestead Village Residents will participate in a meal plan. The meal plan dollars can be carried over up to 30 days and will be prorated for absences from the community of at least fourteen (14) days. Residents and their guests may purchase additional meals at an additional cost. Special diets are available upon request.

D. Health Care - Continuum of Care: Personal Care and Skilled Nursing Care

1. Community will provide appropriate health services when deemed necessary. See Schedule A *Community Rate Listing* for additional charges that may be incurred. There shall be at least the following levels of assistance:

a. Minor assessments and assistance (Included in Monthly Maintenance Fee);
b. Minimal personal assistance (Charge to be made);
c. Moderate/Increased assistance. (Charge to be made, transfer to apartments with enrollment in Supportive Services, or transfer to Westvue or ACC.)

See Schedule A *Community Rate Listing* for details and related charges.

2. Personal Care: Homestead Village apartments are licensed as a Pa Personal Care Home and daily assistance is provided through Homestead Village's Supportive Services (personal care) program at Resident's expense. All hands-on direct care in the apartment setting must be provided through the supportive services program according to 55 Pa. Code Chapter 2600. Home Care services may provide non-medical assistance only under instances where supportive services is not required. Hospice services may provide additional care if necessary, but only when in addition to Supportive Services. Specialized Memory Support Personal Care services are provided in the Westvue

 Initial(s)_____

neighborhoods at Homestead Village and will require a transfer from the apartment, cottage, villa, or carriage home.

3. Skilled Nursing Care: Community operates a fully approved nursing facility (the "Apostles Center for Care") licensed by the Commonwealth of Pennsylvania. Residents of Homestead Village are given priority for admission over applicants who are not Residents.

Community will provide fifteen (15) days of nursing care per resident per calendar year in the Apostles Center for Care (semi-private accommodation). If opting for a private room accommodation while using the fifteen days of nursing care, Resident will be charged the difference between a semi-private and private stay accommodation. If opting for a private room accommodation while covered under a Medicare Part A stay, Resident will be charged the difference between a semi-private and private stay accommodation. If resident permanently transfers to ACC or Westvue, they may no longer use the 15-day benefit, even if co-resident still occupies the residence.

4. The cost of rehabilitation, physician services and diagnostic services shall be the responsibility of Resident.

5. The health services provided by Community do not include refractions, eyeglasses hearing aids, podiatry, prescription medication, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders and any other health or medical service not specifically set forth in this Agreement.

6. If Resident suffers an accident or illness while away from the facility, Community shall be responsible for the nursing services provided under Sections 2.D.2 and 2.D.3 only upon Resident's return to Homestead Village.

7. Resident acknowledges the right of community to receive proceeds to which Resident is entitled under insurance and benefit programs required by the Agreement, and hereby assigns and transfers over to Community all right, title and interest of Resident to such public and private insurance and benefits to the extent necessary to pay Community for medicine and nursing care furnished to Resident by Community. Resident hereby authorizes Community to make any and all claims for such insurance and benefit and agrees to execute all documents necessary to enable Community to collect or enforce such claims. If for any reason Community cannot apply directly for such benefits, Resident agrees to make such application individually and to pay to Community the proceeds received or personally pay for the benefits otherwise owed to the Community if Resident does not make such application.

8. The Apostles Center for Care is not designed to care for persons who are afflicted with serious mental illness. If Community determines that Resident's mental condition is such that continued residence in the unit is dangerous or detrimental to the life, health, safety or peace of Resident or other Residents or Community Staff, then Community may transfer Resident to an institution of Community's choosing. Such transfer shall be subject to approval of the Board of Review (consisting of the President, Apostles Center for Care Administrator and Medical Director), in consultation with Resident's family or other representative. For temporary confinement (fifteen days or less cumulatively per

calendar year) Resident will continue to pay the Monthly Fee and Community will bear the cost of Resident's care in such institution to the same extent that it would bear the cost of care provided under Section 2.D.2. For permanent confinement the provisions of Section 5.A shall apply.

SECTION 3
FEES

A. Entrance Fee (address)

1.

Entrance Fee – Plan I	$.00
Processing Fee	$0.00
Total Cost of Options	$.00
Total Cost of House with Options:	**$.00**

Payments Made:

Processing Fee **paid**	$.00
Priority List Deposit **paid**	$.00
Ready Priority List Deposit **paid**	$.00
Reservation Deposit **paid**	$.00
Upgrades/Options **paid**	$.00
Total Payments made:	**($.00)**

Total Entrance Fee:

TOTAL DUE 01/18/2024:	**$**

2. Interest shall be payable to the Community on all entrance fees not paid by the Final Payment date agreed to in A.2 above. Community reserves the right to reduce or increase the interest rate based upon market conditions.

B. Monthly Fee

1. Resident shall pay to the Community a total monthly fee of **$.00** comprised of the following: Monthly Service Fee - **$.00**; and Meal Plan - **$.00**. *An additional surcharge of $70 per month will be added for Cable TV and Internet services.*

2. Payment of the initial Monthly Fee is charged starting on the established occupancy date and will be prorated on the statement of the next full month. Thereafter, the Monthly Fee is due at the beginning of each month.

3. The monthly statement shall include the Monthly Fee and any other amounts chargeable to the Resident.

4. The Monthly Fee may be adjusted to reflect changes in the cost of doing business by Community. Any such adjustments shall be upon at least sixty (60) days written notice to

Residents.

5. The Monthly Fee provides nursing care in the Apostle Center for Care for fifteen (15) days per year or as provided in Section 2.D.2. The per diem charge in the Apostles Center for Care (other than the costs covered in Section 2.D.2) will be in addition to the regular Monthly Fee.

6. The Monthly Fee obligation stops when a Unit Release Form is signed, and the keys are relinquished to Homestead Village. Please reference the Homestead Village Move Out Brochure for additional information about unit release procedures.

C. Fee Responsibility

Residents and Co-Residents who sign this agreement are required to supply a financial statement to the Community and each of them shall be jointly and severally liable for all payments which shall be due hereunder. If one of the Co-Residents dies or is permanently transferred, the remaining Resident shall be responsible for the single occupant Monthly Fee. In the event of a permanent transfer to Apostles Center for Care, transferred Resident is no longer eligible for 15 days of care as noted in section 2 E2.

D. New Co-Resident Relationship

A new Co-Resident must follow standard admission procedures, be approved financially, and shall be required to pay an entrance fee of 50% of the entrance fee of the home being occupied. If the new Co-Resident survives the original Resident, the new Co-Resident may live in the unit until transfer to other accommodations is required due to physical or financial necessity, subject to all of the terms of this Agreement. If the new Co-Resident becomes sole occupant of the unit and desires to add a second new Co-Resident, then the second new Co-Resident will pay the current entrance fee in effect for the unit.

E. Service Charge

A service charge of 1% per month will be added for amounts past due with relation to the Monthly Fee and charges indicated in Section 3.B.

SECTION 4
TERMINATION OF AGREEMENT

A. Termination by Resident

1. Resident may rescind this Agreement without penalty or forfeiture within seven (7) days of the date specified in the document entitled *Right of Rescission,* which is attached to this Agreement as Schedule B, simply by delivering to Community the completed *Right of Rescission*.

2. Resident may terminate this Agreement by delivery of thirty (30) days prior written notice to Community and surrender the unit. Surrender of the unit shall be complete

when Resident has ceased to occupy the unit, has removed all possessions therefrom, executed the Unit Release Form, and returned the unit keys to Community.

B. Termination by Community

1. Misrepresentation, or the repeated or willful omission of information specified in the application requirements is cause for termination of this Agreement by the Community.

2. The Community has the right to terminate this Agreement for "just cause" which shall include, but not be limited to, a good faith determination made in writing by the Board of Review and signed by the Medical Director and President of the facility that Resident is a danger to himself/ herself, or others while remaining in the facility.

3. Community will provide thirty (30) days prior written notice of termination on grounds other than a good faith determination that the Resident is a danger to himself/ herself or others, in which case Community will provide such notice as is reasonably feasible and prudent.

4. If any Monthly Fee or charge is not paid within sixty (60) days of due date, Community may terminate this Agreement.

C. Termination By Death

This Agreement shall terminate following the death of Resident when the Unit Release Form has been duly executed by Resident's legal representative, all personal possessions have been removed and the keys have been returned to the Community. If the Agreement has been signed by Co-Residents, this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident.

D. Release of Obligation

Upon termination of this Agreement, Community shall be released from any further obligations to Resident except for payment of any refund due under Section 6.

SECTION 5
TRANSFER OR MOVE TO OTHER LIVING ACCOMMODATION

A. Community Options to Transfer Resident

Community may transfer Resident to another living accommodation if it determines that such a move should be made for the benefit of Resident, or for the proper operation of the facility, or to meet the requirements of law. If Resident is transferred permanently to another facility, Community may declare Resident's unit vacant. In the case of Co-Residents, the provisions of Section 3.C shall apply. The decision as to the permanency of the transfer shall be made by the Board of Review in consultation with a family or other representative.

B*. *Resident Option to Transfer Within Homestead Village

Resident shall have the option to move to another apartment, cottage or villa, or carriage home, if and when available, and shall pay the applicable Monthly Fee. If Resident elects to move to another unit with a higher entrance fee than was paid by Resident for occupancy of the unit specified in the first paragraph of this Agreement; then, Resident shall pay the difference between the original entrance fee and the higher entrance fee in effect at the time the new unit is occupied. No entrance fee credit shall be provided if Resident elects to move into a unit with a lower entrance fee than Resident paid for the residence specified in the first paragraph of this Agreement. No entrance fee refund will be paid at the time of a transfer within Homestead Village.

SECTION 6
AMORTIZATION AND REFUND OF ENTRANCE FEE

Community shall amortize and/or refund the entrance fee in accordance with the following provisions:

A. Amortization of Entrance Fee

The Entrance Fee shall be amortized and accrue to the benefit of Community at the rate of two percent (2%) per month, or part thereof, from the date of initial occupancy by Resident until:

1. full fifty (50) months amortization, or

2. the date when a new Resident has occupied the unit formerly occupied by Resident, or

3. five months from the date the Unit Release Form is executed, whichever is earlier.

B. Refund Before Occupancy

If Resident does not occupy the unit by the date agreed upon in Section 1.D, Community shall retain two percent (2%) of the entrance fee. Any remaining balance of entrance fee payments shall be refunded to the applicant without interest. In the event of termination of this Agreement either by death of the Resident before occupancy or Resident's rescission of this Agreement pursuant to Section 4.A.1, Community shall make a full refund of all entrance fee payments less cost of personal upgrades.

C. Refund After Occupancy

1. In the event of termination of this Agreement during the first fifty (50) months of occupancy in accordance with Section 4, that portion of the Entrance Fee representing the unamortized Entrance Fee shall be, subject to any reduction in accordance with Section 6.A above, refunded to: (a) the Resident; or (b) in the event of the death of Resident, to

the beneficiary designated by Resident in the Entrance Fee Refund Beneficiary Designation Form, attached as Schedule C of this Agreement, or to Resident's estate if no such beneficiary is duly designated by Resident. After fifty (50) months of occupancy, there shall be no refund of any portion of the Entrance Fee

2. In the case of Co-Residents, refund of the unamortized Entrance Fee will be made only after both Co-Residents have complied with the provisions of Section 4.

3. Refund of Entrance Fee in accordance with Section 6.C.1 shall be payable only when a new Resident has occupied the unit formerly occupied by Resident.

4. In the event of any refund hereunder, the payment of an entrance fee by Resident shall be considered a gift loan to a charitable organization for purposes of federal tax law.

D. Taxation Disclosure

The Internal Revenue code changes enacted by Congress in June 1984 (Public Law 98-369) and modified by Public Law 99-121, enacted October 11, 1985, may affect Resident's taxable income. The Internal Revenue Service may interpret certain sections of the Revised Internal Revenue Code, pertaining to below-market interest rate loans, as imposing tax liability on the refundable portion of this fee as a loan from Resident to Community and attribute to Resident receipt of interest income on the outstanding balance of the fee, even though Resident does not receive interest payments.

The Tax Increase Prevention and Reconciliation Act of 2005, signed into law on May 16, 2006, suspends the below-market interest rate loan provisions of PL 98-369 and PL 99-121 at least through 2011.

Resident should consult with an accountant or attorney to determine how the provisions of, as well as any subsequent relevant changes in, the Internal Revenue Code might be applicable.

SECTION 7
ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes legally incompetent or unable to properly care for himself/herself or his/her property, and if a Power of Attorney/Durable Power of Attorney is not in place, the Board of Review shall institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action including counsel fees, shall be paid by Resident or the legally appointed guardian of his/her estate.

B. Will and Funeral Arrangements

Resident shall, within one (1) month after the date of this Agreement, make a Will providing for this disposition of his/her furniture and possessions and/or appointment of an executor of his/her estate, and make funeral and burial arrangements unless such Will

and arrangements have been previously made.

SECTION 8
RIGHTS AND OBLIGATIONS OF RESIDENT

A. Rights of Self Organization

Residents of the facility shall have the right of self-organization. The Residents may hold meetings for the free discussion of subjects which relate to their well being. At least seven (7) days' notice of each meeting shall be given to the President and all Residents.

B. Right to Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of the Reservation Agreement, and at least annually thereafter, the disclosure statement required by Act No. 82 of 1984.

C. Right to Reimbursement of Health Care Expenses Paid by Resident

In the event Homestead Village Apostles Center for Care is at maximum occupancy, and Resident receives care and pays directly to any facility approved by Community any charge for health services which Community has agreed to provide hereunder, Community shall reimburse Resident for up to fifteen (15) days, or, until a bed becomes available at the Apostles Center for Care, at the daily nursing care semi-private room rate to the extent provided for in this Agreement.

D. Guest Privileges

1. Resident shall have the right to entertain overnight guests in his/her unit, provided that the period of entertainment of any guest shall not exceed two (2) weeks. Charges for guest meals and other Community services will be made in accordance with the current schedule.

2. Community does not accept responsibility or liability for those persons in the unit who are not covered by a Residence and Care Agreement. All additional charges involved in such guest residency will be the responsibility of Resident.

E. Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Community, including but not limited to the Living Accommodations.

F. Housekeeping

Resident shall be responsible for all usual housekeeping tasks and shall maintain the Cottage/Villa in a clean, sanitary and orderly condition. Community will provide

additional housecleaning service upon Resident's written request and at Resident's expense. If Resident does not maintain the unit in the proper manner, the Community, after notice to Resident, shall have the right to maintain the Living Accommodation and the cost of such maintenance shall be charged to Resident.

G. Health Insurance

Each Resident shall obtain and maintain in force at his/her expense, minimum coverage available under any program of Federal Social Security, known as Medicare A and B and additional supplemental insurance coverage approved by the Community. For Residents under age 65, a substitute basic coverage insurance policy must be in effect and approved by the President. All health care insurance coverage must be reviewed by and certified to, the Community annually.

H. Use of Personal or Family Physicians

Resident may employ the service of any physician or surgeon at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician except for the medical services specified in this Agreement.

I. Transfer to Hospital or Other Facility

The Medical Director, in consultation with Resident's personal physician, may order a transfer of Resident to a hospital or other facility if the Medical Director determines it to be advisable. The same procedure will be used to determine that Resident be returned to the Health Care Center.

J. Automobile Insurance

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability arising from injury to themselves and others and first party medical benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law. Resident may not keep a vehicle at Homestead Village unless they have a valid driver's license, insurance, and registration. All automobile insurance coverage must be reviewed by, and certified to, the Community.

K. Change in Financial Condition

1. Resident represents that he/she has made no gift subsequent to the date of his/her application and will make no gift thereafter which would impair his ability or the ability of his/her estate to satisfy his/her financial responsibilities to Community.

2. Resident will immediately notify the Community of any reduction of assets or income that would materially affect the Resident's ability to meet financial obligations to the Community.

3. Resident shall provide within ten (10) days current statement of financial condition and supporting documents when requested by the Community.

 Initial(s)_____

4. If Resident's sources of income are inadequate to meet his/her financial responsibilities to Community he/she will make every effort to obtain assistance elsewhere and, if he/she can qualify, shall take the necessary steps to obtain federal, state or municipal aid or assistance before requesting financial assistance from the Community.

5. To qualify for subsidized monthly maintenance fees, either partly or wholly, Resident must submit a written request to the President stating the request and reason for the request. Resident will provide evidence that Section 8.K.1, 2, 3 and 4 of the Agreement have been adhered to for the duration of the contract. This information will be reviewed by the Finance Committee of the Board for recommended action on the request.

6. In the event the Finance Committee grants a subsidy, partly or wholly, of Resident's Monthly Fee and/or other charges, it is agreed that the property, both tangible and intangible, of Resident at Resident's death shall be transferred by Resident's personal representative, heirs, devises and assigns, to Community for the purpose of repaying to Community (at least to the extent of the value of such property) the subsidy furnished to Resident by Community. This Agreement shall operate as an assignment, transfer and conveyance to community of such property and may be enforced as a claim against Resident's estate. This subparagraph shall apply whether or not Resident is in residence at the facility.

L. Medical Examination

Homestead Village requests that each applicant for residency be examined by a licensed physician of his/her own choosing, and the doctor's physical form provided by Homestead Village be returned prior to occupancy. The cost of the physical examination will be paid by the applicant. The physical form will be kept on file in the office of the Residential Living Nurse, in case of emergency.

M. Responsibility for Damages

Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. Upon termination of the Agreement, Resident shall vacate the Living Accommodations and leave it is good condition except for reasonable wear and tear. In the event of the death of Resident, Resident's estate shall be liable for any loss or damages caused by Resident. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents.

N. Responsibility for Protection of Resident's Property

1. Community shall not be responsible for the loss or damage of any property belonging to Resident or Resident's estate or guests, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. **Residents are required, at their own**

expense, to keep an active renter's insurance policy covering personal liability of at least $300,000.00 per occurrence to protect against any such loss or liability as well as listing Homestead Village as the Additional Interest. Policy must be reviewed by, and certified to, Community annually.

2. If Resident has become unable to occupy the unit or this Agreement has been terminated for any other reason, Community may remove all property of Resident from the unit and store the same at Resident's expense. Community shall exercise ordinary care to protect such property against loss while stored. If the property is stored in a commercial storage facility, Community shall be deemed conclusively to have exercised ordinary care to protect such property against loss and shall have no responsibility for such property thereafter.

3. In the event of Resident's death, any property of Resident in the apartment or held in storage shall be removed by Resident's personal representative, or if no one qualifies within one (1) month after Resident's death, removed by Resident's next of kin. Community will hold such property for such period at the risk of Resident's estate or persons entitled thereto, subject to ordinary care by Community in safeguarding the same until removal can be made.

O. Rules and Regulations

Resident shall cooperate fully with the Community to maintain an orderly, uncluttered appearance to Living Accommodation property and shall comply with all rules and regulations established by Community.

P. Rights of Resident are Personal and Non-transferable

The rights and privileges of Resident under this Agreement to the Living Accommodation, facilities, services and health care provided for in this Agreement are personal to Resident and cannot be transferred or assigned by Resident, or by any proceeding at law, or otherwise. No person other than Resident may occupy or use the unit covered by this Agreement, except with the approval of Community.

SECTION 9
NOTICE OF DELIVERY

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given if and when delivered personally or, if sent by registered mail, when postmarked, postage prepaid and addressed as follows:

To Community:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

To Resident (before taking occupancy):

_____
_____
_____

Initial(s)_____

SECTION 10
ENTIRE AGREEMENT

This Agreement, together with the Application Form, Medical Records, Financial Statement submitted by Resident, and any addenda attached to, or required by, this Agreement, constitutes the entire contract between Community and Resident. Community shall not be liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may not be modified except by agreement of the parties in writing, signed by the parties and attached to this Agreement.

SECTION 11
NON-DISCRIMINATION

Community operates on a non-discriminatory basis and provides access to its facilities and services for all persons regardless of sex, sexual orientation, race, color, religion, national origin, or any other protected trait.

SECTION 12
NON-WAIVER OF ACT 82

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement shall be construed as a valid waiver of any of the rights granted by this Agreement or by the Continuing Care Provider Registration and Disclosure Act. (Act 82) intended for the benefit or protection of Resident.

SECTION 13
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 14
AVERAGE ANNUAL COST OF PROVIDING CARE

The overall average annual cost of providing care and service to Resident in accordance with terms of the Agreement is estimated to be **$18,336.49.** (This is the total annual operating cost for the cottages and villas, including the cost of the fifteen days of health care provided in your Agreement, divided by the average number of cottage and villa residents for the year.)

Initial(s)_____

SECTION 15
DEFINITIONS

MEDICAL DIRECTOR - A physician licensed in the Commonwealth of Pennsylvania and employed by Homestead Village, Inc. to provide medical consultation and examination on behalf of Homestead Village, Inc.

PRESIDENT - Employed by the Board of Directors of Homestead Village, Inc. and responsible to the Board of Directors for the daily operation and management of all divisions of Homestead Village, Inc.

BOARD OF REVIEW - Made up of the Medical Director, President, Vice President(s) and Apostles Center for Care Administrator.

NURSING CARE - Routine nursing care available in the Homestead Village Apostles Center for Care.

PER DIEM - Daily rates established by the Board of Directors and charged to residents, patients and guests of the Apostles Center for Care and Supportive Services.

LICENSED PHYSICIAN - A medical doctor with a current license to practice medicine in the Commonwealth of Pennsylvania.

UNIT RELEASE FORM - a form provided by Homestead Village, Inc. to a resident or resident representative that when completed provides official notice of the intent to release the unit for resale.

ENTRANCE FEE - The entire fee agreed to (Plan I or Plan II) for the unit.

LIVING ACCOMMODATIONS – Cottage, Villa, or Carriage Home.

Initial(s)_____

CORPORATE SEAL AND SIGNATURES:

IN WITNESS WHEREOF, HOMESTEAD VILLAGE, INC. has caused this Agreement to be signed by its President, or other authorized officer, and the Resident(s) has or have hereunto affixed his/her/their signature(s), the day and year first above written.

_____	_____
Witness Date	Douglas V. Motter Date President of Homestead Village, Inc.
_____	_____
Witness Date	(*Name*) Date Resident
_____	_____
Witness Date	(*Name*) Date Resident

SCHEDULE A
COMMUNITY RATE LISTING

THE FOLLOWING INSERTION: PAGES 1-9, IS THE MOST CURRENT COMMUNITY RATE LISTING FOR HOMESTEAD VILLAGE.

BY INITIALING BELOW, RESIDENT ACKNOWLEDGES RECEIPT OF THE ATTACHED COMMUNITY RATE LISTING.

Initial(s)_____

SCHEDULE B

RIGHT TO RESCIND

Date Rescission Period Begins: the **____ day of ____, 2023**.

You may rescind this Residence and Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the Continuing Care Retirement Community 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 this Residence and Care Agreement, deliver by Registered Mail, or in person, a signed and dated copy of this notice or any other dated written notice or letter, stating your desire to rescind, to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

This notice should be received no later than midnight, on the **____ day of ____, 2023** (the last date of rescission).

Pursuant to this notice, I hereby cancel this Residence and Care Agreement.

_____
Name

_____
Name

_____
Date

Initial(s)_____

SCHEDULE C
ENTRANCE FEE REFUND BENEFICIARY DESIGNATION FORM

A. Right to Designate Entrance Fee Refund Beneficiaries:

This Entrance Fee Refund Beneficiary Designation Form ("Form") permits the Resident to designate one or more beneficiaries to receive any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6 of the Resident Agreement. (Hereinafter "Resident" if husband and wife, "Resident" shall apply to them jointly and severally.) This Form is the sole means by which the Resident may make such a designation, and the Form must be signed and dated by the Resident(s) and received by Homestead Village, Inc. ("Homestead Village") prior to the date of the Resident's death in order to be valid and binding. If two residents, both residents must sign the beneficiary form and acknowledge that the refund stays with the agreement even if one of the two departs from Homestead. Refunds are not released until death or departure of both co-residents, even if spouse or co-resident is in a different level of care within Homestead Village. If resident(s) move away from Homestead Village, and is/are still living, refunds are payable to the resident themselves and beneficiary form is not enacted. Refunds are not issued until the unit is released and re-occupied by next resident, pursuant to Sections 5 and 6 of the Resident Agreement.

B. Designation of Refund Beneficiaries:

The Resident authorizes Homestead Village to pay any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death to the beneficiary or beneficiaries named below in accordance with the corresponding percentages stated below. The combined percentages to be paid all beneficiaries must total one hundred percent (100%). This beneficiary form does not supersede Pennsylvania State Law. Once the refund is eligible to be distributed, Homestead Village will make all efforts to issue and mail the refund checks within one month.

Beneficiary #1

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #1 be paid _____ percent (_____%) of any refund.

Initial(s)_____

Beneficiary #2

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #2 be paid _____ percent (_____%) of any refund.

Beneficiary #3

Name: _____

Social Security Number: _____

Address: _____

_____

_____

Birth date: _____

The Resident directs that Beneficiary #3 be paid _____ percent (_____%) of any refund.

C. Revocation of Designation:

The Resident has the right to change the designation of beneficiaries made in Section B of this Form at any time, by signing and dating a new Form and providing such Form to Homestead Village. Upon the death of the Resident, Homestead Village will honor the designation stated on the Form bearing the most recent date by paying any refund in accordance with such designation. All Forms dated prior to the most recent Form shall be null and void.

D. Effect of Failure to Make Valid Designation:

If the Resident fails to duly designate a beneficiary or beneficiaries by means of this Form, any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section of the Resident Agreement, shall be paid to the

estate of the Resident. In the event a beneficiary designated on the Form is not living or in legal existence at the time of the Resident's death, the amount of the refund otherwise payable to such beneficiary shall be paid to the estate of the Resident.

E. Authorization of Resident:

The Resident has read, and understands, the provisions of Section 6-C of the Resident Agreement, and the provisions of this Form. The Resident makes and authorizes the designation stated in Section B of this Form, and agrees to indemnify Homestead Village for any claims or damages against Homestead Village arising from actions taken by Homestead Village that are in accordance with the provisions of Section 6-C of the Resident Agreement, and the provisions of the Form.

Signature 1: _____ Date: _____

Print Name: _____

Social Security Number: _____

Signature 2: _____ Date: _____

Print Name: _____

Social Security Number: _____

Address: _____

Acknowledgment of Receipt of Form by Homestead Village:

Signature: _____

Title: President

Print Name: Douglas V. Motter

Date Received: _____

Witness Signature:

Signature: _____ Date: _____

Print Name: _____

APPENDIX I

(The *Cottage/Villa Residence and Care Agreement – Plan II* has been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.).

ESTATE PRESERVATION PLAN – II (60%) – SAMPLE 2024
HOMESTEAD VILLAGE, INC.
COTTAGE ~ VILLA ~ MEWS ~ FARMSTEAD
RESIDENCE AND CARE AGREEMENT

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 Initial(s)_____

THIS AGREEMENT made this **day of, 2023,** between HOMESTEAD VILLAGE, INC., a Pennsylvania non-profit corporation (hereinafter "Community") and **,** (hereinafter "Resident", if husband and wife or two other related or unrelated persons then "Resident" shall apply to them jointly and severally) for admission to at Life Plan Community known as Homestead Village; 1800 Village Circle, Lancaster PA 17603.

SECTION 1
COTTAGE/VILLA ACCOMMODATIONS

A. Cottage/Villa/Carriage Home

Community will provide Resident with the Cottage/Villa/Carriage Home, common facilities and services specified in this Agreement, beginning on the date of occupancy, for the remainder of Resident's life or until earlier termination of this Agreement. Community shall have the right to enter and inspect the unit at all reasonable times.

B. Furnishings

Community will provide electric stove, freezer/refrigerator, microwave, garbage disposal, washer/dryer, dishwasher, smoke detectors, wall-to-wall carpeting and vinyl flooring in the home. Resident shall provide all other furnishings, including window treatments, which shall meet usual and customary standards of appearance and privacy, and will be subject to approval by the President or designee. Furnishings provided by Resident which do not meet usual and customary standards of appearance and privacy will be rejected and may, in the sole and absolute discretion of the President, be replaced by Community at Resident's expense. Any change or replacement by Resident of the furnishings provided by Community in the apartment vests title thereto in Community unless otherwise agreed to in writing by Community.

C. Common Facilities

Resident may use, in common with others, the dining room, activities center, transportation and other facilities provided by Community for all Residents.

D. Occupancy Date

Cottage, Villa, or Carriage Home shall be ready for occupancy on or about **month, 2023**. Resident will take occupancy - receive the keys to the apartment and will begin to be responsible for the payment of the monthly fee - on **month**, **2023**.

E. Structural Changes and Redecoration

Any structural or physical change of any kind or redecoration within the unit may be made only after approval by the President or designee and subject to his/her supervision. The cost of any redecoration or change requested by Resident, and restoration to original condition will be borne by Resident unless otherwise agreed to in writing by Community. Community shall make selection of a contractor for structural changes.

 Initial(s)_____

SECTION 2
SERVICES PROVIDED BY COMMUNITY

A. Utilities

Community will provide water, sewer, trash collection, television connections, telephone jacks, heat/air conditioning systems, grounds lighting, and pay real estate taxes. Resident will be responsible for payment of the electric/gas bill directly to provider. Cable T.V. and internet service is billed through Homestead Village bulk contract and will be added to monthly statement.

B. Maintenance and Repair

Community will provide grounds-keeping, lawn care, snow removal, and necessary repairs, maintenance and replacement of its property and equipment, including all furnishings listed in Section 1.B. of this Agreement. See Schedule A *Community Rate Listing* for details and related charges.

Repairs, maintenance and replacement of Resident's property and furnishings will be the responsibility of Resident. All landscaping, except items planted by the Resident within four feet of the house will be the responsibility of Community.

C. Food and Meals

All Homestead Village Residents will participate in a meal plan. Balances may be carried over one month. Credits are available for residents away from Homestead Village fourteen (14) days or more of any particular month. Residents and their guests may purchase additional meals at additional cost. Special diets are available upon request.

D. Health Care - Continuum of Care: Personal Care and Skilled Nursing Care

1. Community will provide appropriate health services when deemed necessary. See Schedule A *Community Rate Listing* for additional charges that may be incurred. There shall be at least the following levels of assistance:

a. Minor assessments and assistance (Included in Monthly Maintenance Fee);
b. Minimal personal assistance (Charge to be made);
c. Moderate/Increased assistance. (Charge to be made, transfer to apartments with enrollment in Supportive Services, or transfer to Westvue or ACC.)

See Schedule A *Community Rate Listing* for details and related charges.

2. Personal Care: Homestead Village apartments are licensed as a Pa Personal Care Home and daily assistance is provided through Homestead Village's Supportive Services (personal care) program at Resident's expense. All hands-on direct care in the apartment setting must be provided through the supportive services program according to 55 Pa.

Code Chapter 2600. Home Care services may provide non-medical assistance only under instances where supportive services is not required. Hospice services may provide additional care if necessary, but only when in addition to Supportive Services. Specialized Memory Support Personal Care services are provided in the Westvue neighborhoods at Homestead Village and will require a transfer from the apartment, cottage, villa, or carriage home.

3. Skilled Nursing Care: Community operates a fully approved nursing facility (the "Apostles Center for Care") licensed by the Commonwealth of Pennsylvania. Residents of Homestead Village are given priority for admission over applicants who are not Residents.

Community will provide fifteen (15) days of nursing care per resident per calendar year in the Apostles Center for Care (semi-private accommodation). If opting for a private room accommodation while using the fifteen days of nursing care, Resident will be charged the difference between a semi-private and private stay accommodation. If opting for a private room accommodation while covered under a Medicare Part A stay, Resident will be charged the difference between a semi-private and private stay accommodation. If resident permanently transfers to ACC or Westvue, they may no longer use the 15-day benefit, even if co-resident still occupies the residence.

4. The cost of rehabilitation, physician services and diagnostic services shall be the responsibility of Resident.

5. The health services provided by Community do not include refractions, eyeglasses, hearing aids, podiatry, prescription medication, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders, and any other health or medical service not specifically set forth in this Agreement.

6. If Resident suffers an accident or illness while away from the facility, Community shall be responsible for the nursing services provided under Sections 2.D.2 and 2.D.3 only upon Resident's return to Homestead Village.

7. Resident acknowledges the right of community to receive proceeds to which Resident is entitled under insurance and benefit programs required by the Agreement, and hereby assigns and transfers over to Community all right, title and interest of Resident to such public and private insurance and benefits to the extent necessary to pay Community for medicine and nursing care furnished to Resident by Community. Resident hereby authorizes Community to make any and all claims for such insurance and benefit and agrees to execute all documents necessary to enable Community to collect or enforce such claims. If for any reason Community cannot apply directly for such benefits, Resident agrees to make such application individually and to pay to Community the proceeds received or personally pay for the benefits otherwise owed to the Community if Resident does not make such application.

8. The Apostles Center for Care is not designed to care for persons who are afflicted with serious mental illness. If Community determines that Resident's mental condition is such that continued residence in the unit is dangerous or detrimental to the life, health, safety

or peace of Resident or other Residents, or community staff, then Community may transfer Resident to an institution of Community's choosing. Such transfer shall be subject to approval of the Board of Review (consisting of the President, Apostles Center for Care Administrator and Medical Director), in consultation with Resident's family or other representative. For temporary confinement (fifteen days or less cumulatively per calendar year) Resident will continue to pay the Monthly Fee and Community will bear the cost of Resident's care in such institution to the same extent that it would bear the cost of care provided under Section 2.D.2. For permanent confinement the provisions of Section 5.A shall apply.

SECTION 3
FEES

*A. Entrance Fee (**address**)*

1.

Entrance Fee – Plan II	$.00
Processing Fee	$.00
Total Cost of Options	$.00
Total Cost of House with Options:	**$.00**

Payments Made:

Processing Fee **paid**	$.00
Priority List Deposit **paid**	$.00
Ready Priority List Deposit **paid**	$.00
Reservation Deposit **paid**	$.00
Upgrades/Options **paid**	$.00
Total Payments made:	**($.00)**

Total Entrance Fee:

TOTAL DUE: 01/01/2024	**$.00**

2. Interest shall be payable to the Community on all entrance fees not paid by the Final Payment date agreed to in A.2 above. Community reserves the right to reduce or increase the interest rate based upon market conditions.

B. Monthly Fee

1. Resident shall pay to the Community a total monthly fee of **$.00** comprised of the following: Monthly Service Fee - **$.00**; and Meal Plan - **$.00**. *An additional surcharge of $70 per month will be added for Cable TV and Internet services.* The Monthly Fee will be adjusted annually on July 1 to reflect changes in the cost of doing business by Community. Resident shall receive notification of these changes prior to the effective date.

 Initial(s)_____

2. Payment of the initial Monthly Fee is charged starting on the established occupancy date and will be prorated on the statement of the next full month. Thereafter, the Monthly Fee is due at the beginning of each month.

3. The monthly statement shall include the Monthly Fee and any other amounts chargeable to the Resident.

4. The Monthly Fee may be adjusted to reflect changes in the cost of doing business by Community. Any such adjustments shall be upon at least sixty (60) days written notice to Residents.

5. The Monthly Fee provides nursing care in the Apostle Center for Care for fifteen (15) days per year as provided in Section 2.D.2.
The per diem charge in the Apostles Center for Care (other than the costs covered in Section 2.D.2.) will be in addition to the regular Monthly Fee.

6. The Monthly Fee obligation stops when a Unit Release Form is signed and the unit is turned over for resale.

C. Fee Responsibility

Residents and Co-Residents who sign this agreement are required to supply a financial statement to the Community and each of them shall be jointly and severally liable for all payments which shall be due hereunder. If one of the Co-Residents dies or is permanently transferred, the remaining Resident shall be responsible for the single occupant Monthly Fee. In the event of a permanent transfer to Apostles Center for Care, transferred Resident is no longer eligible for 15 days of care as noted in section 2 E2.

D. New Co-Resident Relationship

A new Co-Resident must follow standard admission procedures, be approved financially, and shall be required to pay an entrance fee of entrance fee of 50% of the entrance fee for the unit being occupied. If the new Co-Resident survives the original Resident, the new Co-Resident may live in the unit until transfer to other accommodations is required due to physical or financial necessity, subject to all of the terms of this Agreement. If the new Co-Resident becomes sole occupant of the unit and desires to add a second new Co-Resident, then the second new Co-Resident will pay the current entrance fee in effect for the unit.

E. Service Charge

A service charge of 1% per month will be added for amounts past due with relation to the Monthly Fee and charges indicated in Section 3.B.

 Initial(s)_____

SECTION 4
TERMINATION OF AGREEMENT

A. Termination by Resident

1. Resident may rescind this Agreement without penalty or forfeiture within seven (7) days of the date specified in the document entitled *Right of Rescission*, which is attached to this Agreement as Schedule B, simply by delivering to Community the completed *Right of Rescission.*

2. Resident may terminate this Agreement by delivery of thirty (30) days prior written notice to Community and surrender the unit. Surrender of the unit shall be complete when Resident has ceased to occupy the unit, has removed all possessions therefrom, executed the Unit Release Form, and returned the unit keys to Community.

B. Termination by Community

1. Misrepresentation, or the repeated or willful omission of information specified in the application requirements is cause for termination of this Agreement by the Community.

2. The Community has the right to terminate this Agreement for "just cause" which shall include, but not be limited to, a good faith determination made in writing signed by the Board of Review and the Medical Director and President of the facility that Resident is a danger to himself/ herself, or others while remaining in the facility.

3. Community will provide thirty (30) days prior written notice of termination on grounds other than a good faith determination that Resident is a danger to himself/herself or others, in which case Community will provide such notice as is reasonably feasible and prudent.

4. If any Monthly Fee or charge is not paid within sixty (60) days of due date, Community may terminate this Agreement.

C. *Termination By Deat*h

This Agreement shall terminate following the death of Resident when the Unit Release Form has been duly executed by Resident's legal representative, all personal possessions have been removed and the keys have been returned to the Community. If the Agreement has been signed by Co-Residents, this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident.

D. Release of Obligation

Upon termination of this Agreement, Community shall be released from any further obligations to Resident except for payment of any refund due under Section 6.

Initial(s)_____

SECTION 5
TRANSFER OR MOVE TO OTHER LIVING ACCOMMODATION

A. ***Community Options to Transfer Resident***

Community may transfer Resident to another living accommodation if it determines that such a move should be made for the benefit of Resident, or for the proper operation of the facility, or to meet the requirements of law. If Resident is transferred permanently to another facility, Community may declare Resident's unit vacant. In the case of Co-Residents, the provisions of Section 3.C shall apply. The decision as to the permanency of the transfer shall be made by the Board of Review in consultation with a family or other representative.

B. ***Resident Option to Transfer Within Homestead Village***

Resident shall have the option to move to another apartment, cottage, villa or carriage home, if and when available, and shall pay the applicable Monthly Fee. If Resident elects to move to another unit with a higher entrance fee than was paid by Resident for occupancy of the unit specified in the first paragraph of this Agreement; then, Resident shall pay the difference between the original entrance fee and the higher entrance fee in effect at the time the new unit is occupied. No entrance fee credit shall be provided if Resident elects to move into a unit with a lower entrance fee than Resident paid for the residence specified in the first paragraph of this Agreement. No entrance fee refund will be paid at the time of a transfer within Homestead Village.

SECTION 6
AMORTIZATION AND REFUND OF ENTRANCE FEE

Community shall amortize and/or refund the entrance fee in accordance with the following provisions:

A. Amortization of Entrance Fee

The Entrance Fee shall be amortized and accrue to the benefit of Community at the rate of two percent (2%) per month, or part thereof, for the first eighteen (18) months of occupancy by Resident; then, one percent (1%) per month until:

1. full twenty-two (22) months amortization, or
2. the date when a new Resident has occupied the unit formerly occupied by resident, or

3. five months from the date the Unit Release Form is executed, whichever is earlier.

 Initial(s)_____

B. Refund Before Occupancy

If Resident does not occupy the apartment by the date agreed to in Section 1.D, Community shall retain two percent (2%) of the entrance fee. Any remaining balance of entrance fee payments shall be refunded to the applicant without interest. In the event of termination of this Agreement either by death of Resident before occupancy or Resident's recission of this Agreement pursuant to Section 4.A.1, Community shall make a full refund of all entrance fee payments less cost for personal upgrades.

C. Refund After Occupancy

1. In the event of termination of this Agreement during the first twenty-two (22) months of occupancy in accordance with Section 4, sixty percent (60%) of the total Entrance Fee plus that portion of the Entrance Fee representing the unamortized Entrance Fee shall be subject to any reduction in accordance with Section 6.A above, shall be refunded to: (a) the Resident; or (b) in the event of the death of Resident, to the beneficiary designated by Resident in the Entrance Fee Refund Beneficiary Designation Form, attached as Schedule C of this Agreement; or (c) to Resident's estate if no beneficiary is duly designated by Resident. After twenty-two (22) months of occupancy, the refund shall be 60% of the Entrance Fee. Payment of the refundable (60%) portion of the Entrance Fee shall be limited to the extent of the proceeds of re-occupancy of the Resident's unit (that is, if the subsequent entrance fee received is lower, the refund is limited to that amount.)

2. Any refund due during the Resident's occupancy or at the conclusion of their occupancy will be reduced by any amount payable to Homestead Village for the reimbursement of costs related to Financial Relief/Charitable Care provided to, and accepted by, the Resident. Refunds due to the Resident shall be payable when the Resident departs Homestead Village and after the Resident has paid all outstanding bills to Homestead Village.

3. In the case of Co-Residents, refund of the unamortized Entrance Fee will be made only after <u>both</u> Co-Residents have complied with the provisions of Section 4.

4. Refund of Entrance Fee, in accordance with Section 6.C1, shall be payable only when a new resident has occupied the unit formerly occupied by Resident.

5. In the event of any refund hereunder, the payment of an entrance fee by Resident shall be considered a gift loan to a charitable organization for purposes of federal tax law.

D. Taxation Disclosure

The Internal Revenue code changes enacted by Congress in June 1984 (Public Law 98-369) and modified by Public Law 99-121, enacted October 11, 1985, may affect

 Initial(s)_____

Resident's taxable income. The Internal Revenue Service may interpret certain sections of the Revised Internal Revenue Code, pertaining to below-market interest rate loans, as imposing tax liability on the refundable portion of this fee as a loan from Resident to Community and attribute to Resident receipt of interest income on the outstanding balance of the fee, even though Resident does not receive interest payments.

The Tax Increase Prevention and Reconciliation Act of 2005, signed into law on May 16, 2006, suspends the below-market interest rate loan provisions of PL 98-369 and PL 99-121 at least through 2011.

Resident should consult with an accountant or attorney to determine how the provisions of, as well as any subsequent relevant changes, in the Internal Revenue Code might be applicable.

SECTION 7
ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes legally incompetent or unable to properly care for himself/herself or his/her property, and if a Power of Attorney/Durable Power of Attorney is not in place, the Board of Review shall institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action including counsel fees, shall be paid by Resident or the legally appointed guardian of his/her estate.

B. Will and Funeral Arrangements.

Resident shall, within one (1) month after the date of this Agreement, make a Will providing for this disposition of his/her furniture and possessions and/or appointment of an executor of his/her estate, and make funeral and burial arrangements unless such Will and arrangements have been previously made.

SECTION 8
RIGHTS AND OBLIGATIONS OF RESIDENT

A. Rights of Self Organization

Residents of the facility shall have the right of self-organization. The Residents may hold meetings for the free discussion of subjects which relate to their well-being. At least seven (7) days' notice of each meeting shall be given to the President and all Residents.

B. Right to Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of the Agreement, and at least annually thereafter, the disclosure statement required by Act No. 82 of 1984.

C. Right to Reimbursement of Health Care Expenses Paid by Resident

In the event Homestead Village Apostles Center for Care is at maximum occupancy, and Resident receives care and pays directly to any facility approved by Community any charge for health services which Community has agreed to provide hereunder, Community shall reimburse Resident for up to fifteen (15) days, or, until a bed becomes available at the Apostles Center for Care, at the daily nursing care semi-private room rate to the extent provided for in this Agreement.

D. Guest Privileges

1. Resident shall have the right to entertain overnight guests in his/her unit, provided that the period of entertainment of any guest shall not exceed two (2) weeks. Charges for guest meals and other Community services will be made in accordance with the current schedule**.**

2. Community does not accept responsibility or liability for those persons in the unit who are not covered by a Residence and Care Agreement. All additional charges involved in such guest residency will be the responsibility of Resident.

E. Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Community, including but not limited to the Cottage/Villa.

F. Housekeeping

Resident shall be responsible for all usual housekeeping tasks and shall maintain the Cottage/Villa in a clean, sanitary and orderly condition. Community will provide additional housecleaning service upon Resident's written request and at Resident's expense. If Resident does not maintain the unit in the proper manner, the Community, after notice to Resident, shall have the right to maintain the Cottage/Villa and the cost of such maintenance shall be charged to Resident.

G. Health Insurance

Each Resident shall obtain and maintain in force at his/her expense minimum coverage available under any program of Federal Social Security, known as Medicare A and B and additional supplemental insurance coverage (Blue Cross/Blue Shield 65 Special or its equivalent) approved by the Community. For Residents under age 65, a substitute basic coverage insurance policy must be in effect and approved by the President. All health care insurance coverage must be reviewed by, and certified to, the Community annually.

Initial(s)_____

H. Use of Personal or Family Physicians

Resident may employ the service of any physician or surgeon, at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician except for the medical services specified in this Agreement.

I. Transfer to Hospital or Other Facility

The Medical Director, in consultation with Resident's personal physician, may order a transfer of Resident to a hospital or other facility if the Medical Director determines it to be advisable. The same procedure will be used to determine that Resident be returned to the Apostle Center for Care.

J. Automobile Insurance

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability arising from injury to themselves and others and first party medical benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law. Resident may not keep a vehicle at Homestead Village unless they have a valid driver's license, insurance, and registration. All automobile insurance coverage must be reviewed by, and certified to, the Community.

K. Change in Financial Condition

1. Resident represents that he/she has made no gift subsequent to the date of his/her application and will make no gift thereafter, which would impair his/her ability or the ability of his/her estate to satisfy his/her financial responsibilities to Community.

2. Resident will immediately notify the Community of any reduction of assets or income that would materially affect the Resident's ability to meet financial obligations to the Community.

3. Resident shall provide within ten (10) days a current statement of financial condition and supporting documents when requested by the community.

4. If Resident's sources of income are inadequate to meet his/her financial responsibilities to Community, he/she will make every effort to obtain assistance elsewhere and, if he/she can qualify, shall take the necessary steps to obtain federal, state or municipal aid or assistance before requesting financial assistance from the Community.

5. To qualify for subsidized monthly maintenance fees, either partly or wholly, Resident must submit a written request to the President stating the request and reason for the request. Resident will provide evidence that Section 8.K.1, 2, 3 and 4, of the Agreement have been adhered to for the duration of the contract. This information will be reviewed by the Finance Committee of the Board for recommended action on the request.

 Initial(s)_____

6. In the event the Finance Committee grants a subsidy, partly or wholly, of Resident's Monthly Fee and/or other charges, it is agreed that the property, both tangible and intangible, of Resident at Resident's death shall be transferred by Resident's personal representative, heirs, devises and assigns, to Community for the purpose of repaying to Community (at least to the extent of the value of such property) the subsidy furnished to Resident by Community. This Agreement shall operate as an assignment, transfer and conveyance to community of such property and may be enforced as a claim against Resident's estate. Resident will also irrevocably designate as beneficiary the Community and assign to the Community all life insurance policies owned by the Resident to the Community to the extent of the subsidy granted by the Finance Committee with any remaining balance to be paid to the Estate of the Resident. This subparagraph shall apply whether or not Resident is in residence at the facility.

L. Medical Examination

Homestead Village requests that each applicant for residency be examined by a licensed physician of his/her own choosing, and the doctor's physical form provided by Homestead Village be returned prior to occupancy. The cost of the physical examination will be paid by the applicant. The physical form will be kept on file in the office of the Residential Living Nurse, in case of emergency.

M. Responsibility for Damages

Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. Upon termination of the Agreement, Resident shall vacate the Cottage/Villa and leave it is good condition except for reasonable wear and tear. In the event of the death of Resident, the Resident's estate shall be liable for any loss or damages caused by Resident. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents.

N. Responsibility for Protection of Resident's Property

1. Community shall not be responsible for the loss or damage of any property belonging to Resident or Resident's estate or guests, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. **Residents are required, at their own expense, to keep an active renter's insurance policy covering personal liability of at least $300,000.00 per occurrence to protect against any such loss or liability as well as listing Homestead Village as the Additional Interest.** Policy must be reviewed by, and certified to, Community annually.

2. If Resident has become unable to occupy the apartment, or this Agreement has been terminated for any other reason, Community may remove all property of Resident from the apartment and store the same at Resident's expense. Community shall exercise ordinary care to protect such property against loss while stored. If the property is stored

in a commercial storage facility, Community shall be deemed conclusively to have exercised ordinary care to protect such property against loss and shall have no responsibility for such property thereafter.

3. In the event of Resident's death, any property of Resident in the unit or held in storage shall be removed by Resident's personal representative, or if no one qualifies within one (1) month after Resident's death, removed by any of Resident's next of kin. Community will hold such property for such period at the risk of Resident's estate or persons entitled thereto, subject to ordinary care by Community in safeguarding the same until removal can be made.

O. Rules and Regulations

Resident shall cooperate fully with the Community to maintain an orderly, uncluttered appearance to Cottage/Villa property and shall comply with all rules and regulations established by Community.

P. ***Rights of Resident are Personal and Non-transferable***

The rights and privileges of Resident under this Agreement to the Cottage/Villa, facilities, services and health care provided for in this Agreement are personal to Resident and cannot be transferred or assigned by Resident, or by any proceeding at law, or otherwise. No person other than Resident may occupy or use the unit covered by this Agreement, except with the approval of Community.

Initial(s)_____

SECTION 9
NOTICE OF DELIVERY

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given if and when delivered personally or, if sent by registered mail, when postmarked, postage prepaid and addressed as follows:

To Community:
Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

To Resident (before taking occupancy):
_____
_____
_____

Initial(s)_____

SECTION 10
ENTIRE AGREEMENT

This Agreement, together with the Application Form, Medical Records, Financial Statement submitted by Resident, and any addenda attached to, or required by, this Agreement, constitutes the entire contract between Community and Resident. Community shall not be liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may not be modified except by agreement of the parties in writing, signed by the parties and attached to this Agreement.

SECTION 11
NON-DISCRIMINATION

Community operates on a non-discriminatory basis and provides access to its facilities and services for all persons regardless of sex, sexual orientation, race, color, religion, national origin, or other legally protected trait.

SECTION 12
NON-WAIVER OF ACT 82

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement, shall be construed as a valid waiver of any of the rights granted by this Agreement or by the Continuing Care Provider Registration and Disclosure Act (Act 82) intended for the benefit or protection of Resident.

SECTION 13
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 14
AVERAGE ANNUAL COST OF PROVIDING CARE

The overall average annual cost of providing care and service to Resident in accordance with the terms of this Agreement is estimated to be **$18,336.49**. (This is the total annual operating cost for the cottages and villas, including the cost of the fifteen days of health care provided in your Agreement, divided by the average number of cottage and villa residents for the year.)

Initial(s)_____

SECTION 15
DEFINITIONS

MEDICAL DIRECTOR - A physician licensed in the Commonwealth of Pennsylvania and employed by Homestead Village, Inc. to provide medical consultation and examination on behalf of Homestead Village, Inc.

PRESIDENT - Employed by the Board of Directors of Homestead Village, Inc. and responsible to the Board of Directors for the daily operation and management of all divisions of Homestead Village, Inc.

BOARD OF REVIEW - Made up of the Medical Director, President, Vice President(s) and Apostles Center for Care Administrator.

NURSING CARE - Routine nursing care available in the Homestead Village Apostle Center for Care.

PER DIEM - Daily rates established by the Board of Directors and charged to residents, patients and guests of the Apostles Center for Care and Supportive Services.

LICENSED PHYSICIAN - A medical doctor with a current license to practice medicine in the Commonwealth of Pennsylvania.

UNIT RELEASE FORM - a form provided by Homestead Village, Inc. to a resident or resident representative that when completed provides official notice of the intent to release the unit for resale.

ENTRANCE FEE - The entire fee agreed to (Plan I or Plan II) for the residence.

Initial(s)_____

CORPORATE SEAL AND SIGNATURES:

IN WITNESS WHEREOF, HOMESTEAD VILLAGE, INC. has caused this Agreement to be signed by its President, or other authorized officer, and the Resident(s) has or have hereunto affixed his/her/their signature(s), the day and year first above written.

_____	_____
Witness Date	Douglas V. Motter Date Officer of Homestead Village, Inc.
_____	_____
Witness Date	**(Resident)** Date Resident
_____	_____
Witness Date	**(Resident)** Date Resident

SCHEDULE A
COMMUNITY RATE LISTING

THE FOLLOWING INSERTION: PAGES 1-9, IS THE MOST CURRENT COMMUNITY RATE LISTING FOR HOMESTEAD VILLAGE.

BY INITIALING BELOW, RESIDENT ACKNOWLEDGES RECEIPT OF THE ATTACHED COMMUNITY RATE LISTING.

Initial(s)_____

SCHEDULE B
RIGHT TO RESCIND

Date Rescission Period Begins on the **17th day of May, 2024.**

You may rescind this Residence and Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the Continuing Care Retirement Community 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 this Residence and Care Agreement, deliver by Registered Mail, or in person, a signed and dated copy of this notice or any other dated written notice or letter, stating your desire to rescind, to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

This notice should be received no later than midnight, on the **24th day of May, 2024** (the last date of rescission).

Pursuant to this notice, I hereby cancel this Residence and Care Agreement.

_____
Name

_____
Name

_____
Date

SCHEDULE C
ENTRANCE FEE REFUND BENEFICIARY DESIGNATION FORM

A. Right to Designate Entrance Fee Refund Beneficiaries:

This Entrance Fee Refund Beneficiary Designation Form ("Form") permits the Resident to designate one or more beneficiaries to receive any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6 of the Resident Agreement. (Hereinafter "Resident" if husband and wife, "Resident" shall apply to them jointly and severally.) This Form is the sole means by which the Resident may make such a designation, and the Form must be signed and dated by the Resident(s) and received by Homestead Village, Inc. ("Homestead Village") prior to the date of the Resident's death in order to be valid and binding. If two residents, both residents must sign the beneficiary form and acknowledge that the refund stays with the agreement even if one of the two departs from Homestead. Refunds are not released until death or departure of both co-residents, even if spouse or co-resident is in a different level of care within Homestead Village. If resident(s) move away from Homestead Village, and is/are still living, refunds are payable to the resident themselves and beneficiary form is not enacted. Refunds are not issued until the unit is released and re-occupied by next resident, pursuant to Sections 5 and 6 of the Resident Agreement.

B. Designation of Refund Beneficiaries:

The Resident authorizes Homestead Village to pay any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death to the beneficiary or beneficiaries named below in accordance with the corresponding percentages stated below. The combined percentages to be paid all beneficiaries must total one hundred percent (100%). This beneficiary form does not supersede Pennsylvania State Law. Once the refund is eligible to be distributed, Homestead Village will make all efforts to issue and mail the refund checks within one month.

Beneficiary #1

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #1 be paid _____ percent (_____%) of any refund.

Initial(s)_____

Beneficiary #2

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #2 be paid _____ percent (_____%) of any refund.

Beneficiary #3

Name: _____

Social Security Number: _____

Address: _____

_____

_____

Birth date: _____

The Resident directs that Beneficiary #3 be paid _____ percent (_____%) of any refund.

C. Revocation of Designation:

The Resident has the right to change the designation of beneficiaries made in Section B of this Form at any time, by signing and dating a new Form and providing such Form to Homestead Village. Upon the death of the Resident, Homestead Village will honor the designation stated on the Form bearing the most recent date by paying any refund in accordance with such designation. All Forms dated prior to the most recent Form shall be null and void.

D. Effect of Failure to Make Valid Designation:

If the Resident fails to duly designate a beneficiary or beneficiaries by means of this Form, any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section of the Resident Agreement, shall be paid to the estate of the Resident. In the event a beneficiary designated on the Form is not living or in legal existence at the time of the Resident's death, the amount of the refund otherwise payable to such beneficiary shall be paid to the estate of the Resident.

E. Authorization of Resident:

The Resident has read, and understands, the provisions of Section 6-C of the Resident Agreement, and the provisions of this Form. The Resident makes and authorizes the designation stated in Section B of this Form, and agrees to indemnify Homestead Village for any claims or damages against Homestead Village arising from actions taken by Homestead Village that are in accordance with the provisions of Section 6-C of the Resident Agreement, and the provisions of the Form.

Signature 1: _____ Date: _____

Print Name: _____

Social Security Number: _____

Signature 2: _____ Date: _____

Print Name: _____

Social Security Number: _____

Address: _____

Acknowledgment of Receipt of Form by Homestead Village:

Signature: _____

Title: President

Print Name: Douglas V. Motter

Date Received: _____

Witness Signature:

Signature: _____ Date: _____

Print Name: _____

APPENDIX J

(The *Farmstead Residence and Care Agreement – Plan I* has been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.

FARMSTEAD MODIFIED REFUND - PLAN I

HOMESTEAD VILLAGE, INC.
RESIDENCE AND CARE AGREEMENT

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 Initials _____

THIS AGREEMENT, made this **day of , 2021,** between HOMESTEAD VILLAGE, INC., a Pennsylvania non-profit corporation (hereinafter "Community") and **NAME,** (hereinafter "Resident"), if husband and wife or two other related persons or unrelated, then "Resident" shall apply to them jointly and severally) for admission to **ADDRESS,** at Life Plan Community known as Homestead Village; 1800 Village Circle, Lancaster PA 17603.

SECTION 1
CARRIAGE HOME ACCOMMODATIONS

A. Carriage Home

Community will provide Resident with the Carriage Home, common facilities and services specified in this Agreement, beginning on the date of occupancy, for the remainder of Resident's life or until earlier termination of this Agreement. Community shall have the right to enter and inspect the unit at all reasonable times.

B. Furnishings

Community will provide electric stove, freezer/refrigerator, garbage disposal, washer/ dryer, microwave, dishwasher, smoke detectors, and standard flooring in the carriage home. All other furnishings, including window treatments, which shall meet usual and customary standards of appearance and privacy, will be subject to approval by the President. Furnishings provided by Resident which do not meet usual and customary standards of appearance and privacy will be rejected and may, in the sole and absolute discretion of the President, be replaced by Community at Resident's expense. Any change or replacement by Resident of the furnishings provided by the Community in the unit vests title thereto in Community unless otherwise agreed to in writing by Community.

C. Common Facilities

Resident may use, in common with others, the club house, dining room, activities center, transportation and other facilities provided by Community for all Residents.

D. Occupancy Date

Carriage Home shall be ready for occupancy on or about **DATE**. Resident will take occupancy - receive the keys to the Carriage Home and will begin to be responsible for the payment of the monthly fee - on **DATE.**

E. Structural Changes and Redecoration

Any structural or physical change of any kind or redecoration within the unit may be made only after approval by the President and subject to his/her supervision. The cost of any redecoration or change requested by Resident, and restoration to original condition will be borne by Resident unless otherwise agreed to in writing by Community. Selection of a contractor for structural changes shall be made by Community.

Initials _____

SECTION 2
SERVICES PROVIDED BY COMMUNITY

A. Utilities

Community will provide water, sewer, trash collection, television connections, telephone jacks, heat/air-conditioning system, grounds lighting, and will pay real estate taxes. Resident will be responsible for payment of cable television and internet fees which will be billed through Homestead Village bulk account. Resident will be responsible for payment of the electric and gas bill and, if desired, telephone service, directly to the provider.

B. Maintenance and Repair

Community will provide grounds-keeping, lawn care, snow removal, and necessary repairs, maintenance and replacement of its property and equipment, including all furnishings listed in Section 1.B. of this agreement. See Schedule A for details and related charges.

Repairs, maintenance and replacement of Resident's property and furnishings will be the responsibility of Resident. All landscaping, except items planted by the Resident within four feet of the house will be the responsibility of Community.

C. Food and Meals

Homestead Village residents will participate in a meal plan. Residents may carry over balances for one month. Waivers are available for residents away from Homestead Village for fourteen (14) days or more during a calendar month. Special diets are available upon request. Residents and their guests may purchase additional meals at additional cost.

D. Health Care

1. Community operates fully approved nursing households (the "Apostles Center for Care") licensed by the Commonwealth of Pennsylvania. Residents of Homestead Village are given priority for admission over applicants who are not Residents.

2. Community will provide fifteen (15) days of nursing care per calendar year in the Apostles Center for Care (semi-private accommodation) or, if available, the equivalent dollar amount of care within the Community's Infirmary, for each Resident at no additional charge after all available third-party insurance has been exhausted. The fifteen (15) days of nursing care or, if available, the equivalent dollar amount of care within the Community's Infirmary, shall be non-cumulative from year to year. The per diem charges for the Apostles Center for Care, or the Infirmary, beyond this duration, will be the responsibility of Resident. Admission to the Apostles Center for Care must be at the recommendation of your personal licensed physician or the Medical Director.

Initials _____

3. Community will provide appropriate health services in the Infirmary or Resident's unit when deemed necessary. See Schedule A for additional charges that may be incurred. There shall be at least the following levels of assistance:

a. Minor assessment and assistance (Included in Monthly Maintenance Fee);

b. Minimal personal assistance (Charge to be made);

c. Moderate Assistance (Charge to be made).

See Schedule A for details and related charges. Daily assistance may be obtained through an approved agency at Resident's expense.

4. The cost of rehabilitation, physician services and diagnostic services shall be the responsibility of Resident.

5. The health services provided by Community do not include refractions, eyeglasses, hearing aids, podiatry, prescription medication, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders and any other health or medical service not specifically set forth in this Agreement.

6. If Resident suffers an accident or illness while away from the facility, Community shall be responsible for the nursing services provided under Sections 2.D.2 and 2.D.3 only upon Resident's return to Homestead Village.

7. Resident acknowledges the right of Community to receive proceeds to which Resident is entitled under insurance and benefit programs required by the Agreement, and hereby assigns and transfers over to Community all right, title and interest of Resident to such public and private insurance and benefits to the extent necessary to pay Community for medicine and nursing care furnished to Resident by Community. Resident hereby authorizes Community to make any and all claims for such insurance and benefit and agrees to execute all documents necessary to enable Community to collect or enforce such claims. If for any reason Community cannot apply directly for such benefits, Resident agrees to make such application individually and to pay to Community the proceeds received, or personally pay for the benefits otherwise owed to the Community if Resident does not make such application.

8. The Apostles Center for Care is not designed to care for persons who are afflicted with serious mental illness. If Community determines that Resident's mental condition is such that continued residence in the unit is dangerous or detrimental to the life, health, safety or peace of Resident or other Residents, or Community Staff, then Community may transfer Resident to an institution of Community's choosing. Such transfer shall be subject to approval of the Board of Review (consisting of the President, Apostles Center for Care Administrator and Medical Director), in consultation with Resident's family or other representative. For a temporary stay (fifteen days or less cumulatively per calendar year) Resident will continue to pay the Monthly Fee and Community will bear the cost of Resident's care in such institution to the same extent that it would bear the cost of care provided under Section 2.D.2. For a permanent stay the provisions of Section 5.A shall apply.

Initials _____

SECTION 3
FEES

A. Entrance Fee

1.

Entrance Fee – Plan I	$.00
Processing Fee	$0.00
Total Cost of Options	$.00
Total Cost of House with Options:	**$.00**

Payments Made:

Processing Fee	$0.00
Priority List Deposit	$0.00
Good Faith Deposit **paid 09/24/2019**	$.00
10% of Entrance Fee **paid 10/11/2019**	$.00
15% of Entrance Fee **paid 12/18/2019**	$.00
Upgrades/Options **paid 12/18/2019**	$.00
30% of Entrance Fee **paid 06/23/2020**	$.00
Change Order **paid 07/06/2020**	$.00
Total Payments made:	**($0.00)**

Credits:

Interest Allowance **to DATE:**	**($0.00)**

Total Entrance Fee:

TOTAL DUE DATE: DATE	**$0.00**

2. All entrance fee payments, beginning with the Initial Deposit, shall earn interest payable to Resident at a rate set by Community until the Final Payment agreed to in A.2 above. No interest shall be credited until the Final Payment is made. Interest shall be payable to the Community on all entrance fees not paid by the Final Payment date agreed to in A.2 above. Community reserves the right to reduce or increase the interest rate based upon market conditions.

B. Monthly Fee

1. Resident shall pay to the Community a total monthly fee of **$.00;** comprised of the following: Monthly Service Fee - **$.00**; and Meal Plan - **$0.00.** An additional surcharge of $60 per month will be added for basic cable TV and internet service in the Carriage Home.

2. Payment of the initial Monthly Fee is charged starting on the established occupancy date and will be prorated on the statement of the next full month. Thereafter, the Monthly Fee is due at the beginning of each month.

Initials _____

3. The monthly statement shall include the Monthly Fee and any other amounts chargeable to the Resident.

4. The Monthly Fee may be adjusted to reflect changes in the cost of doing business by Community. Any such adjustments shall be upon at least sixty (60) days written notice to Residents.

5. The Monthly Fee provides nursing care in the Apostle Center for Care for fifteen (15) days per year or, if available, the equivalent dollar amount of care within the Community's Infirmary, as provided in Section 2.D.2. The per diem charge in the Apostles Center for Care or Infirmary (other than the costs covered in Section 2.D.2) will be in addition to the regular Monthly Fee.

6. The Monthly Fee obligation stops when a Unit Release Form is signed and the unit is turned over for re-occupancy.

C. Fee Responsibility

Residents and Co-Residents who sign this agreement are required to supply a financial statement to the Community and each of them shall be jointly and severally liable for all payments which shall be due hereunder. If one of the Co-Residents dies or is permanently transferred, the remaining Resident shall be responsible for the single occupant Monthly Fee. In the event of a permanent transfer to Apostles Center for Care, transferred Resident is no longer eligible for 15 days of care as noted in section 2 E2.

D. ***New Co-Resident Relationship***

A new Co-Resident must follow standard admission procedures, be approved financially, and shall be required to pay a non-refundable entrance fee of $2,500.00. If the new Co-Resident survives the original Resident, the new Co-Resident may live in the unit until transfer to other accommodations is required due to physical or financial necessity, subject to all of the terms of this Agreement. If the new Co-Resident becomes sole occupant of the unit and desires to add a second new Co-Resident, then the second new Co-Resident will pay the current entrance fee in effect for the unit, minus $2,500.00.

E. Service Charge

A service charge of 1% per month will be added for amounts past due with relation to the Monthly Fee and charges indicated in Section 3.B.

SECTION 4
TERMINATION OF AGREEMENT

A. Termination by Resident

1. Resident may rescind this Agreement without penalty or forfeiture within seven (7) days of the date specified in the document entitled *Right of Rescission,* which is attached to this Agreement as Schedule B, simply by delivering to Community the completed *Right of Rescission*.

Initials _____

2. Resident may terminate this Agreement by delivery of thirty (30) days prior written notice to Community and surrender of the unit. Surrender of the unit shall be complete when Resident has ceased to occupy the unit, has removed all possessions therefrom, executed the Unit Release Form, and returned the unit keys to Community.

B. Termination by Community

1. Misrepresentation, or the repeated or willful omission of information specified in the application requirements is cause for termination of this Agreement by the Community.

2. The Community has the right to terminate this Agreement for "just cause" which shall include, but not be limited to, a good faith determination made in writing by the Board of Review and signed by the Medical Director and President of the facility that Resident is a danger to himself/ herself, or others while remaining in the facility.

3. Community will provide thirty (30) days prior written notice of termination on grounds other than a good faith determination that the Resident is a danger to himself/ herself or others, in which case Community will provide such notice as is reasonably feasible and prudent.

4. If any Monthly Fee or charge is not paid within sixty (60) days of due date, Community may terminate this Agreement.

C. Termination By Death

This Agreement shall terminate following the death of Resident when the Unit Release Form has been duly executed by Resident's legal representative, all personal possessions have been removed and the keys and other Homestead Village property has been returned to the Community. If the Agreement has been signed by Co-Residents, this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident.

D. Release of Obligation

Upon termination of this Agreement, Community shall be released from any further obligations to Resident except for payment of any refund due under Section 6.

SECTION 5
TRANSFER OR MOVE TO OTHER LIVING ACCOMMODATION

A. Community Options to Transfer Resident

Community may transfer Resident to another living accommodation if it determines that such a move should be made for the benefit of Resident, or for the proper operation of the facility, or to meet the requirements of law. If Resident is transferred permanently to another facility, Community may declare Resident's unit vacant. In the case of Co-Residents, the provisions of Section 3.C shall apply. The decision as to the permanency of the transfer shall be made by the Board of Review in consultation with a family or other representative.

Initials _____

B. Resident Option to Transfer within Homestead Village

Resident shall have the option to move to another apartment, cottage, villa or carriage home, if and when available, and shall pay the applicable Monthly Fee. If Resident elects to move to another unit with a higher entrance fee than was paid by Resident for occupancy of the unit specified in the first paragraph of this Agreement; then, Resident shall pay the difference between the original entrance fee and the higher entrance fee in effect at the time the new unit is occupied. No entrance fee credit shall be provided if Resident elects to move into a unit with a lower entrance fee than Resident paid for the residence specified in the first paragraph of this Agreement. No entrance fee refund will be paid at the time of a transfer within Homestead Village.

SECTION 6
AMORTIZATION AND REFUND OF ENTRANCE FEE

Community shall amortize and/or refund the entrance fee in accordance with the following provisions:

A. Amortization of Entrance Fee

The non-refundable portion of the Entrance Fee shall be amortized and accrue to the benefit of Community at the rate of two percent (2%) per month, or part thereof, for the first forty-five (45) months of occupancy by Resident, until:

1. full forty-five (45) months amortization, or
2. the date when a new Resident has occupied the unit formerly occupied by Resident, or
3. five months from the date the Unit Release Form is executed, whichever is earlier.

B. Refund Before Occupancy

If Resident does not occupy the Carriage Home by the date agreed upon in Section 1.D, Community shall retain two percent (2%) of the entrance fee. Any remaining balance of entrance fee payments shall be refunded to the applicant without interest. In the event of termination of this Agreement either by death of the Resident before occupancy or Resident's rescission of this Agreement pursuant to Section 4.A.1, Community shall make a full refund of all entrance fee payments less costs for personal upgrades.

C. Refund After Occupancy

1. In the event of termination of this Agreement during the first forty-five (45) months of occupancy in accordance with Section 4, ten percent (10%) of the total Entrance Fee, plus that portion of the Entrance Fee representing the unamortized Entrance Fee, shall be, subject to any reduction in accordance with Section 6.A above, shall be: refunded to: (a) the Resident; or (b) in the event of the death of Resident, to the beneficiary designated by Resident in the Entrance Fee Refund Beneficiary Designation Form, attached as Schedule C of this Agreement, or (c) to Resident's estate if no such beneficiary is duly designated by Resident. After forty-five (45) months of occupancy, the refund shall be 10% of the Entrance Fee. Payment of the refundable (10%) portion of the Entrance Fee shall be limited to the extent of the proceeds of re-occupancy of the Resident's unit (that is, if the subsequent entrance fee received is lower, the refund is limited to that amount.)

Initials _____

2. Any refund due during the Resident's occupancy or at the conclusion of their occupancy will be reduced by any amount payable to Homestead Village for the reimbursement of costs related to Financial Relief/Charitable Care provided to, and accepted by, the Resident. Refunds due to the Resident shall be payable when the Resident departs Homestead Village and after the resident has paid all outstanding bills to Homestead Village.

3. In the case of Co-Residents, refund of the unamortized Entrance Fee will be made only after both Co-Residents have complied with the provisions of Section 4.

4. Refund of Entrance Fee in accordance with Section 6.C.1 shall be payable only when a new Resident has occupied the unit formerly occupied by Resident.

D. Taxation Disclosure

In the event of any refund hereunder, the payment of an entrance fee by Resident shall be considered a gift loan to a charitable organization for purposes of federal tax law.

Resident should consult with an accountant or attorney to determine how the provisions of, as well as any subsequent relevant changes in, the Internal Revenue Code might be applicable.

SECTION 7
ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes legally incompetent or unable to properly care for himself/herself or his/her property, and if a Power of Attorney/Durable Power of Attorney is not in place, the Board of Review shall institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action, including counsel fees, shall be paid by Resident or the legally appointed guardian of his/her estate.

B. Will and Funeral Arrangements

Resident shall, within one (1) month after the date of this Agreement, make a Will providing for the disposition of his/her furniture and possessions and/or appointment of an executor of his/her estate, and make funeral and burial arrangements unless such Will and arrangements have been previously made.

Initials _____

SECTION 8
RIGHTS AND OBLIGATIONS OF RESIDENT

A. Rights of Self Organization

Residents of the facility shall have the right of self-organization. The Residents may hold meetings for the free discussion of subjects which relate to their well being. At least seven (7) days' notice of each meeting shall be given to the President and all Residents.

B. Right to Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of the Agreement, and at least annually thereafter, the disclosure statement required by Act No. 82 of 1984.

C. Right to Reimbursement of Health Care Expenses Paid by Resident

In the event Resident pays directly to any facility approved by Community any charge for health services which Community has agreed to provide hereunder, Community shall reimburse Resident for such expenditures to the extent provided for in this Agreement.

D. Guest Privileges

1. Resident shall have the right to entertain overnight guests in his/her unit, provided that the period of entertainment of any guest shall not exceed two (2) weeks. Charges for guest meals and other Community services will be made in accordance with the current schedule.

2. Community does not accept responsibility or liability for those persons in the unit who are not covered by a Residence and Care Agreement. All additional charges involved in such guest residency will be the responsibility of Resident.

E. Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Community, including but not limited to the Farmstead.

F. Housekeeping

Resident shall be responsible for all usual housekeeping tasks and shall maintain the Carriage Home in a clean, sanitary and orderly condition. Community will provide additional housecleaning service upon Resident's written request and at Resident's expense. If Resident does not maintain the unit in the proper manner, the Community, after notice to Resident, shall have the right to maintain the Carriage Home and the cost of such maintenance shall be charged to Resident.

G. Health Insurance

Each Resident shall obtain and maintain in force at his/her expense, minimum coverage

available under any program of Federal Social Security, known as Medicare A and B and additional supplemental insurance coverage approved by the Community. For Residents under age 65, a substitute basic coverage insurance policy must be in effect and approved by the President. All health care insurance coverage must be reviewed by and certified to, the Community annually.

H. Use of Personal or Family Physicians

Resident may employ the service of any physician or surgeon at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician except for the medical services specified in this Agreement.

I. Transfer to Hospital or Other Facility

The Medical Director, in consultation with Resident's personal physician, may order a transfer of Resident to a hospital or other facility if the Medical Director determines it to be advisable. The same procedure will be used to determine that Resident be returned to the Health Care Center.

J. Automobile Insurance

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability arising from injury to themselves and others and first party medical benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law. Resident may not keep a vehicle at Homestead Village unless they have a valid driver's license, insurance, and registration. All automobile insurance coverage must be reviewed by, and certified to, the Community.

K. Change in Financial Condition

1. Resident represents that he/she has made no gift subsequent to the date of his/her application and will make no gift thereafter which would impair his/her ability or the ability of his/her estate to satisfy his/her financial responsibilities to Community.

2. Resident will immediately notify the Community of any reduction of assets or income that would materially affect the Resident's ability to meet financial obligations to the Community.

3. Resident will provide within ten (10) days current statement of financial condition and supporting documents when requested by the Community.

4. If Resident's sources of income are inadequate to meet his/her financial responsibilities to Community he/she will make every effort to obtain assistance elsewhere and, if he/she can qualify, shall take the necessary steps to obtain federal, state or municipal aid or assistance before requesting financial assistance from the Community.

5. To qualify for subsidized monthly maintenance fees, either partly or wholly, Resident must submit a written request to the President stating the request and

reason for the request. Resident will provide evidence that Section 8.K.1, 2, 3 and 4 of the Agreement have been adhered to for the duration of the contract. This information will be reviewed by the Finance Committee of the Board for recommended action on the request.

6. In the event the Finance Committee grants a subsidy, partly or wholly, of Resident's Monthly Fee and/or other charges, it is agreed that the property, both real or personal, including financial assets, of Resident at Resident's death shall be transferred by Resident's personal representative, heirs, devises and assigns, to Community for the purpose of repaying to Community (at least to the extent of the value of such property) the subsidy furnished to Resident by Community. This Agreement shall operate as an assignment, transfer and conveyance to community of such property and may be enforced as a claim against Resident's estate. Resident will also irrevocably designate as beneficiary the Community and assign to the Community all life insurance policies owned by the Resident to the Community to the extent of the subsidy granted by the Finance Committee with any remaining balance to be paid to the Estate of the Resident. This subparagraph shall apply whether or not Resident is in residence at the facility.

L. ***Medical Examination***

Homestead Village requests that each applicant for residency be examined by a licensed physician of his/her own choosing, and the doctor's physical form provided by Homestead Village be returned prior to occupancy. The cost of the physical examination will be paid by the applicant. The physical form will be kept on file in the office of the Residential Living Nurse, in case of emergency.

M. Responsibility for Damages

Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. Upon termination of the Agreement, Resident shall vacate the Carriage Home and leave it in good condition except for reasonable wear and tear. In the event of the death of Resident, Resident's estate shall be liable for any loss or damages caused by Resident. Community assumes no responsibility for the conduct of Resident, or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents.

N. Responsibility for Protection of Resident's Property

1. Community shall not be responsible for the loss or damage of any property belonging to Resident or Resident's estate or guests, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. Residents are required, at their own expense, to keep an active renters insurance policy covering personal property and liability to protect against any such loss or liability. Policy must be reviewed by, and certified to, Community annually.

2. If Resident has become unable to occupy the Carriage Home or this Agreement has been terminated for any other reason, Community may remove all property of

Resident from the Carriage Home and store the same at Resident's expense. Community shall exercise ordinary care to protect such property against loss while stored. If the property is stored in a commercial storage facility, Community shall be deemed conclusively to have exercised ordinary care to protect such property against loss and shall have no responsibility for such property thereafter.

3. In the event of Resident's death, any property of Resident in the Carriage Home or held in storage shall be made the responsibility of the Resident's personal representative, or if no one qualifies within one (1) month after Resident's death, removed by any of Resident's next of kin. Community will hold such property for such period at the risk of Resident's estate or persons entitled thereto, subject to ordinary care by Community in safeguarding the same until removal can be made.

O. Rules and Regulations

Resident shall cooperate fully with the Community to maintain an orderly, uncluttered appearance to Carriage Home property and shall comply with all rules and regulations established by Community.

P. Rights of Resident are Personal and Non-transferable

The rights and privileges of Resident under this Agreement to the Carriage Home. facilities, services and health care provided for in this Agreement are personal to Resident and cannot be transferred or assigned by Resident, or by any proceeding at law, or otherwise. No person other than Resident may occupy or use the Carriage Home covered by this Agreement, except with the approval of Community.

Initials _____

SECTION 9
NOTICE OF DELIVERY

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given if and when delivered personally or, if sent by registered mail, when postmarked, postage prepaid and addressed as follows:

To Community:
Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

To Resident (before taking occupancy):
Name
Address
Address

Initials _____

SECTION 10
ENTIRE AGREEMENT

This Agreement, together with the Application Form, Medical Records, Financial Statement submitted by Resident, and any addenda attached to, or required by, this Agreement, constitutes the entire contract between Community and Resident. Community shall not be liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may not be modified except by agreement of the parties in writing, signed by the parties and attached to this Agreement.

SECTION 11
NON-DISCRIMINATION

Community operates on a non-discriminatory basis, admitting and treating residents without regard to race, color, national origin, age, ancestry, sex, religious creed, handicap, or disability while adhering to all state and federal rules of operation.

SECTION 12
NON-WAIVER OF ACT 82

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement shall be construed as a valid waiver of any of the rights granted by this Agreement or by the Continuing Care Provider Registration and Disclosure Act. (Act 82) intended for the benefit or protection of Resident.

SECTION 13
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 14
AVERAGE ANNUAL COST OF PROVIDING CARE

The overall average annual cost of providing care and service to Resident in accordance with terms of the Agreement is estimated to be **$19,945.33.** (This is the total annual operating cost for the cottages, villas, and carriage homes, including the cost of the fifteen days of health care provided in your Agreement, divided by the average number of cottage, villa, and carriage home residents for the year.)

Initials _____

SECTION 15
DEFINITIONS

MEDICAL DIRECTOR - A physician licensed in the Commonwealth of Pennsylvania and employed by Homestead Village, Inc. to provide medical consultation and examination on behalf of Homestead Village, Inc.

PRESIDENT - Employed by the Board of Directors of Homestead Village, Inc. and responsible to the Board of Directors for the daily operation and management of all divisions of Homestead Village, Inc.

BOARD OF REVIEW - Made up of the Medical Director, President and Apostles Center for Care Administrator.

NURSING CARE - Routine nursing care available in the Homestead Village Apostles Center for Care

PER DIEM - Daily rates established by the Board of Directors and charged to residents, patients and guests of the Apostles Center for Care and Supportive Services.

LICENSED PHYSICIAN - A medical doctor with a current license to practice medicine in the Commonwealth of Pennsylvania.

INFIRMARY - A special location used to see residents for minor health problems, to accommodate overnight or short periods of recovery.

UNIT RELEASE FORM - a form provided by Homestead Village, Inc. to a resident or resident representative that when completed provides official notice of the intent to release the unit for resale.

ENTRANCE FEE - The entire fee agreed to (Plan I or Plan II) for the unit.

Initials _____

CORPORATE SEAL AND SIGNATURES:

IN WITNESS WHEREOF, HOMESTEAD VILLAGE, INC. has caused this Agreement to be signed by its President, or other authorized officer, and the Resident(s) has or have hereunto affixed his/her/their signature(s), the day and year first below written.

_____	_____
Witness Date	Douglas V. Motter Date Officer of Homestead Village, Inc.
_____	_____
Witness Date	**Resident Date**
_____	_____
Witness Date	**Resident Date**

Initials _____

SCHEDULE A
FEES

WELLNESS SERVICES FEE SCHEDULE
All Prices Effective January 1, 2020

The services listed below are generally assistance with activities of daily living or instrumental activities of daily living. These charges are provided only on an interim basis. If an on-going or regularly re-occurring need for assistance is requested or determined, a care plan meeting will be planned to discuss the resident's needs and arrange for services through the a home care agency in the carriage homes.

Service	***Charge***
Appointment Scheduling (medical)	No charge
Assistance with T.E.D. hose	$ 5.00
Blood pressure check in Health Coordinator Office - once weekly	No charge
Blood pressure check in Health Coordinator Office – more than once weekly	$ 5.00
Blood sugar check – office	$ 5.00
Clerical assistance (per quarter hour)	
Reading Mail	$ 5.00
Sorting Mail/Paperwork	$ 5.00
Typing Correspondence	$10.00
Ear drops (office only)	$ 5.00
Enema - regular (plus supplies) - Infirmary only	$10.00
Eye drops by appointment (office only)	$10.00
Follow-up on SageMinder – apartments	$ 5.00
Follow-up on SageMinder – cottages or villas	$10.00
Health aide - Assist with Activities of Daily Living/escort to Physician appointments (subject to staff availability)	$ 7.50 per qtr. hr.
Hearing aid insertion (office only)	$ 5.00
Injections (plus supplies) - Office only	$10.00
Licensed Practical Nurse - Escort to Physician's appointments (subject to staff availability)	$10.00 per qtr. hr.
Lab Work: Scheduling lab work (new contracts)	$ 2.00
Transcribing lab orders	$ 2.00
Physician contact (phone call or fax)	$ 2.00
Notifying resident of medication changes	$ 2.00
Ordering medications	$ 5.00 each Prescription
Pacemaker check (scheduled by the Health Coordinator)	
First Check	No charge
Office	$ 5.00
Residence	$15.00
Dressing and wound care (plus supplies) - office or infirmary	$10.00 per qtr. hr.
Suppository insertion - infirmary only	$10.00

Note: Wheelchair transport is available only to residents enrolled in Supportive Services.

Initials _____

DINING SERVICES - FEE SCHEDULE

All Prices Effective – January 1, 2021

Meal Charges	**Resident**	**Non-Resident**
Breakfast: Served in Plow & Pineapple	À la carte*	À la carte
Lunch: Station Service in Plow & Pineapple	À la carte*	À la carte
Dinner: Served in Plow & Pineapple	À la carte*	À la carte
Dinner: Served in Pineapple Room	À la carte*	À la carte
Special Event Meal:	Resident Charge	Resident Charge
Meal Charge for Children:	N/A	À la carte

* Residents using Homestead Dining Dollars receive 10% discount from non-resident prices

Meal Delivery Charges

Evening meal to apartment - per household - See Note #1	$3.95
Delivery to campus cottage, villa or carriage home - per household - See Note #1	$5.95

Note #1:
The delivery charge may be waived for up to seven days when a resident is returning from in-patient or out-patient hospital procedures requiring some recovery. It may also be waived for short illness not requiring hospital care. The delivery charge will also be waived for a resident's spouse during the same period. No delivery charge will be made if the meal tray is delivered and returned by another resident.

Prices are subject to change.
Tipping is not permitted.

Initials _____

MAINTENANCE SERVICES – FEE SCHEDULE

All Prices Effective – July 1, 2021

Grab bar 1-1/4 inches x 16” installed	$61
Grab bar 1-1/4 inches x 24” installed	$67
Grab bar designer inches x 24” installed	$116
Grab bar 36” installed	$86
Grab bar Eva 24” installed	$61
Shelving	time and materials
Versa Frame for Toilet	$74
Cutting keys	$10
Water Softner Salt Delivery	$22.50
40 lb bag of solar salt	$7
Garage Door Opener	Dependent on Opener
Resident supplied dimmer switches	$85
Purchase and installation of dimmer switches	$116
Installation of customer supplied ceiling fans (existing location)	$85
Purchase and installation of dimmer/speed fan control	$153
Purchase and installation of remote-control kit for a ceiling fan	$140
Purchase and installation of single receptacle floor box(per box)	$393
Install of a CATV location	$160
Install of a phone line location	$160
Moving of Furniture will be handled by family members or contracted moving services as follows: ***Homestead Village Preferred Vendors:*** o Davcon Relocation Services – 717-859-2338, Website: https://davconrelo.com/ o Brad Teaman – 717-824-5260 Local furniture moves, hauling, furniture and trash removal	
Assistance with storage units will only be upon staff pre-assessment and a minimum of 30 minutes for a rate of $22.50	
Assistance with attic items will only be done upon staff pre-assessment and at a minimum of 30 minutes for a rate of $22.50	
Assistance hanging items after the initial 2hr move in period will be done upon pre-assessment and at a minimum of 30 minutes for a rate of $18	
Hourly Labor Rate is $45	

Initials _____

SCHEDULE B

RIGHT TO RESCIND

Date Rescission Period Begins: the **day of , 2021**.

You may rescind this Residence and Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the Continuing Care Retirement Community 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 this Residence and Care Agreement, deliver by Registered Mail, or in person, a signed and dated copy of this notice or any other dated written notice or letter, stating your desire to rescind, to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

This notice should be received no later than midnight, on the **day of, 2019** (the last date of rescission).

Pursuant to this notice, I hereby cancel this Residence and Care Agreement.

_____
(Type name here), Resident

_____
(Type name here), Resident

_____
Date

Initials _____

SCHEDULE C
ENTRANCE FEE REFUND BENEFICIARY DESIGNATION FORM

A. Right to Designate Entrance Fee Refund Beneficiaries:

This Entrance Fee Refund Beneficiary Designation Form ("Form") permits the Resident to designate one or more beneficiaries to receive any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6 of the Resident Agreement. This Form is the sole means by which the Resident may make such a designation, and the Form must be signed and dated by the Resident and received by Homestead Village, Inc. ("Homestead Village") prior to the date of the Resident's death in order to be valid and binding.

B. Designation of Refund Beneficiaries:

The Resident authorizes Homestead Village to pay any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death to the beneficiary or beneficiaries named below in accordance with the corresponding percentages stated below. The combined percentages to be paid all beneficiaries must total one hundred percent (100%).

Beneficiary #1

Name: _____

Social Security Number: _____

Address: _____

_____

Birthdate: _____ Phone Number: _____

The Resident directs that Beneficiary #1 be paid _____ percent (_____%) of any refund.

Beneficiary #2

Name: _____

Social Security Number: _____

Address: _____

_____

Birthdate: _____ Phone Number: _____

The Resident directs that Beneficiary #2 be paid _____ percent (_____%) of any refund.

Initials _____

Beneficiary #3

Name: _____

Social Security Number: _____

Address: _____

_____

_____

Birthdate: _____ Phone Number: _____

The Resident directs that Beneficiary #3 be paid _____ percent (_____%) of any refund.

C. Revocation of Designation:

The Resident has the right to change the designation of beneficiaries made in Section B of this form at any time, by signing and dating a new form and providing such form to Homestead Village. Upon the death of the Resident, Homestead Village will honor the designation stated on the form bearing the most recent date by paying any refund in accordance with such designation. All forms dated prior to the most recent form shall be null and void.

D. Effect of Failure to Make Valid Designation:

If the Resident fails to duly designate a beneficiary or beneficiaries by means of this form, any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6-C of the Resident Agreement, shall be paid to the estate of the Resident. In the event a beneficiary designated on the Form is not living or in legal existence at the time of the Resident's death, the amount of the refund otherwise payable to such beneficiary shall be paid to the estate of the Resident.

Initials _____

E. Authorization of Resident:

The Resident has read, and understands, the provisions of Section 6-C of the Resident Agreement, and the provisions of this Form. The Resident makes and authorizes the designation stated in Section B of this Form, and agrees to indemnify Homestead Village for any claims or damages against Homestead Village arising from actions taken by Homestead Village that are in accordance with the provisions of Section 6-C of the Resident Agreement, and the provisions of the Form.

Signature 1: _____ Date: _____

Print Name: _____

Social Security Number: _____

Signature 2: _____ Date: _____

Print Name: _____

Social Security Number: _____

Address: _____

_____

Acknowledgment of Receipt of Form by Homestead Village:

Signature: _____

Title: President

Print Name: Douglas V. Motter

Date Received: _____

Witness Signature:

Signature: _____ Date: _____

Print Name: _____

Revised 11/19

Initials _____

APPENDIX K

(The *Farmstead Residence and Care Agreement – Plan II* has been filed with the Commonwealth of Pennsylvania Department of Insurance. A copy is available in the office of the Director of Marketing for Homestead Village, Inc.).

ESTATE PRESERVATION PLAN – II (60%) – SAMPLE 2024
HOMESTEAD VILLAGE, INC.
COTTAGE ~ VILLA ~ MEWS ~ FARMSTEAD
RESIDENCE AND CARE AGREEMENT

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 Initial(s)_____

THIS AGREEMENT made this **day of, 2023,** between HOMESTEAD VILLAGE, INC., a Pennsylvania non-profit corporation (hereinafter "Community") and **,** (hereinafter "Resident", if husband and wife or two other related or unrelated persons then "Resident" shall apply to them jointly and severally) for admission to at Life Plan Community known as Homestead Village; 1800 Village Circle, Lancaster PA 17603.

SECTION 1
COTTAGE/VILLA ACCOMMODATIONS

A. Cottage/Villa/Carriage Home

Community will provide Resident with the Cottage/Villa/Carriage Home, common facilities and services specified in this Agreement, beginning on the date of occupancy, for the remainder of Resident's life or until earlier termination of this Agreement. Community shall have the right to enter and inspect the unit at all reasonable times.

B. Furnishings

Community will provide electric stove, freezer/refrigerator, microwave, garbage disposal, washer/dryer, dishwasher, smoke detectors, wall-to-wall carpeting and vinyl flooring in the home. Resident shall provide all other furnishings, including window treatments, which shall meet usual and customary standards of appearance and privacy, and will be subject to approval by the President or designee. Furnishings provided by Resident which do not meet usual and customary standards of appearance and privacy will be rejected and may, in the sole and absolute discretion of the President, be replaced by Community at Resident's expense. Any change or replacement by Resident of the furnishings provided by Community in the apartment vests title thereto in Community unless otherwise agreed to in writing by Community.

C. Common Facilities

Resident may use, in common with others, the dining room, activities center, transportation and other facilities provided by Community for all Residents.

D. Occupancy Date

Cottage, Villa, or Carriage Home shall be ready for occupancy on or about **month, 2023**. Resident will take occupancy - receive the keys to the apartment and will begin to be responsible for the payment of the monthly fee - on **month**, **2023**.

E. Structural Changes and Redecoration

Any structural or physical change of any kind or redecoration within the unit may be made only after approval by the President or designee and subject to his/her supervision. The cost of any redecoration or change requested by Resident, and restoration to original condition will be borne by Resident unless otherwise agreed to in writing by Community. Community shall make selection of a contractor for structural changes.

 Initial(s)_____

SECTION 2
SERVICES PROVIDED BY COMMUNITY

A. Utilities

Community will provide water, sewer, trash collection, television connections, telephone jacks, heat/air conditioning systems, grounds lighting, and pay real estate taxes. Resident will be responsible for payment of the electric/gas bill directly to provider. Cable T.V. and internet service is billed through Homestead Village bulk contract and will be added to monthly statement.

B. Maintenance and Repair

Community will provide grounds-keeping, lawn care, snow removal, and necessary repairs, maintenance and replacement of its property and equipment, including all furnishings listed in Section 1.B. of this Agreement. See Schedule A *Community Rate Listing* for details and related charges.

Repairs, maintenance and replacement of Resident's property and furnishings will be the responsibility of Resident. All landscaping, except items planted by the Resident within four feet of the house will be the responsibility of Community.

C. Food and Meals

All Homestead Village Residents will participate in a meal plan. Balances may be carried over one month. Credits are available for residents away from Homestead Village fourteen (14) days or more of any particular month. Residents and their guests may purchase additional meals at additional cost. Special diets are available upon request.

D. Health Care - Continuum of Care: Personal Care and Skilled Nursing Care

1. Community will provide appropriate health services when deemed necessary. See Schedule A *Community Rate Listing* for additional charges that may be incurred. There shall be at least the following levels of assistance:

a. Minor assessments and assistance (Included in Monthly Maintenance Fee);
b. Minimal personal assistance (Charge to be made);
c. Moderate/Increased assistance. (Charge to be made, transfer to apartments with enrollment in Supportive Services, or transfer to Westvue or ACC.)

See Schedule A *Community Rate Listing* for details and related charges.

2. Personal Care: Homestead Village apartments are licensed as a Pa Personal Care Home and daily assistance is provided through Homestead Village's Supportive Services (personal care) program at Resident's expense. All hands-on direct care in the apartment setting must be provided through the supportive services program according to 55 Pa.

Code Chapter 2600. Home Care services may provide non-medical assistance only under instances where supportive services is not required. Hospice services may provide additional care if necessary, but only when in addition to Supportive Services. Specialized Memory Support Personal Care services are provided in the Westvue neighborhoods at Homestead Village and will require a transfer from the apartment, cottage, villa, or carriage home.

3. Skilled Nursing Care: Community operates a fully approved nursing facility (the "Apostles Center for Care") licensed by the Commonwealth of Pennsylvania. Residents of Homestead Village are given priority for admission over applicants who are not Residents.

Community will provide fifteen (15) days of nursing care per resident per calendar year in the Apostles Center for Care (semi-private accommodation). If opting for a private room accommodation while using the fifteen days of nursing care, Resident will be charged the difference between a semi-private and private stay accommodation. If opting for a private room accommodation while covered under a Medicare Part A stay, Resident will be charged the difference between a semi-private and private stay accommodation. If resident permanently transfers to ACC or Westvue, they may no longer use the 15-day benefit, even if co-resident still occupies the residence.

4. The cost of rehabilitation, physician services and diagnostic services shall be the responsibility of Resident.

5. The health services provided by Community do not include refractions, eyeglasses, hearing aids, podiatry, prescription medication, dentistry, dentures, inlays, orthopedic appliances, therapy for psychiatric disorders, and any other health or medical service not specifically set forth in this Agreement.

6. If Resident suffers an accident or illness while away from the facility, Community shall be responsible for the nursing services provided under Sections 2.D.2 and 2.D.3 only upon Resident's return to Homestead Village.

7. Resident acknowledges the right of community to receive proceeds to which Resident is entitled under insurance and benefit programs required by the Agreement, and hereby assigns and transfers over to Community all right, title and interest of Resident to such public and private insurance and benefits to the extent necessary to pay Community for medicine and nursing care furnished to Resident by Community. Resident hereby authorizes Community to make any and all claims for such insurance and benefit and agrees to execute all documents necessary to enable Community to collect or enforce such claims. If for any reason Community cannot apply directly for such benefits, Resident agrees to make such application individually and to pay to Community the proceeds received or personally pay for the benefits otherwise owed to the Community if Resident does not make such application.

8. The Apostles Center for Care is not designed to care for persons who are afflicted with serious mental illness. If Community determines that Resident's mental condition is such that continued residence in the unit is dangerous or detrimental to the life, health, safety

or peace of Resident or other Residents, or community staff, then Community may transfer Resident to an institution of Community's choosing. Such transfer shall be subject to approval of the Board of Review (consisting of the President, Apostles Center for Care Administrator and Medical Director), in consultation with Resident's family or other representative. For temporary confinement (fifteen days or less cumulatively per calendar year) Resident will continue to pay the Monthly Fee and Community will bear the cost of Resident's care in such institution to the same extent that it would bear the cost of care provided under Section 2.D.2. For permanent confinement the provisions of Section 5.A shall apply.

SECTION 3
FEES

*A. Entrance Fee (**address**)*

1.

Entrance Fee – Plan II	$.00
Processing Fee	$.00
Total Cost of Options	$.00
Total Cost of House with Options:	**$.00**

Payments Made:

Processing Fee **paid**	$.00
Priority List Deposit **paid**	$.00
Ready Priority List Deposit **paid**	$.00
Reservation Deposit **paid**	$.00
Upgrades/Options **paid**	$.00
Total Payments made:	**($.00)**

Total Entrance Fee:

TOTAL DUE: 01/01/2024	**$.00**

2. Interest shall be payable to the Community on all entrance fees not paid by the Final Payment date agreed to in A.2 above. Community reserves the right to reduce or increase the interest rate based upon market conditions.

B. Monthly Fee

1. Resident shall pay to the Community a total monthly fee of **$.00** comprised of the following: Monthly Service Fee - **$.00**; and Meal Plan - **$.00**. *An additional surcharge of $70 per month will be added for Cable TV and Internet services.* The Monthly Fee will be adjusted annually on July 1 to reflect changes in the cost of doing business by Community. Resident shall receive notification of these changes prior to the effective date.

 Initial(s)_____

2. Payment of the initial Monthly Fee is charged starting on the established occupancy date and will be prorated on the statement of the next full month. Thereafter, the Monthly Fee is due at the beginning of each month.

3. The monthly statement shall include the Monthly Fee and any other amounts chargeable to the Resident.

4. The Monthly Fee may be adjusted to reflect changes in the cost of doing business by Community. Any such adjustments shall be upon at least sixty (60) days written notice to Residents.

5. The Monthly Fee provides nursing care in the Apostle Center for Care for fifteen (15) days per year as provided in Section 2.D.2.
The per diem charge in the Apostles Center for Care (other than the costs covered in Section 2.D.2.) will be in addition to the regular Monthly Fee.

6. The Monthly Fee obligation stops when a Unit Release Form is signed and the unit is turned over for resale.

C. Fee Responsibility

Residents and Co-Residents who sign this agreement are required to supply a financial statement to the Community and each of them shall be jointly and severally liable for all payments which shall be due hereunder. If one of the Co-Residents dies or is permanently transferred, the remaining Resident shall be responsible for the single occupant Monthly Fee. In the event of a permanent transfer to Apostles Center for Care, transferred Resident is no longer eligible for 15 days of care as noted in section 2 E2.

D. New Co-Resident Relationship

A new Co-Resident must follow standard admission procedures, be approved financially, and shall be required to pay an entrance fee of entrance fee of 50% of the entrance fee for the unit being occupied. If the new Co-Resident survives the original Resident, the new Co-Resident may live in the unit until transfer to other accommodations is required due to physical or financial necessity, subject to all of the terms of this Agreement. If the new Co-Resident becomes sole occupant of the unit and desires to add a second new Co-Resident, then the second new Co-Resident will pay the current entrance fee in effect for the unit.

E. Service Charge

A service charge of 1% per month will be added for amounts past due with relation to the Monthly Fee and charges indicated in Section 3.B.

 Initial(s)_____

SECTION 4
TERMINATION OF AGREEMENT

A. Termination by Resident

1. Resident may rescind this Agreement without penalty or forfeiture within seven (7) days of the date specified in the document entitled *Right of Rescission*, which is attached to this Agreement as Schedule B, simply by delivering to Community the completed *Right of Rescission.*

2. Resident may terminate this Agreement by delivery of thirty (30) days prior written notice to Community and surrender the unit. Surrender of the unit shall be complete when Resident has ceased to occupy the unit, has removed all possessions therefrom, executed the Unit Release Form, and returned the unit keys to Community.

B. Termination by Community

1. Misrepresentation, or the repeated or willful omission of information specified in the application requirements is cause for termination of this Agreement by the Community.

2. The Community has the right to terminate this Agreement for "just cause" which shall include, but not be limited to, a good faith determination made in writing signed by the Board of Review and the Medical Director and President of the facility that Resident is a danger to himself/ herself, or others while remaining in the facility.

3. Community will provide thirty (30) days prior written notice of termination on grounds other than a good faith determination that Resident is a danger to himself/herself or others, in which case Community will provide such notice as is reasonably feasible and prudent.

4. If any Monthly Fee or charge is not paid within sixty (60) days of due date, Community may terminate this Agreement.

C. *Termination By Deat*h

This Agreement shall terminate following the death of Resident when the Unit Release Form has been duly executed by Resident's legal representative, all personal possessions have been removed and the keys have been returned to the Community. If the Agreement has been signed by Co-Residents, this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident.

D. Release of Obligation

Upon termination of this Agreement, Community shall be released from any further obligations to Resident except for payment of any refund due under Section 6.

Initial(s)_____

SECTION 5
TRANSFER OR MOVE TO OTHER LIVING ACCOMMODATION

A. ***Community Options to Transfer Resident***

Community may transfer Resident to another living accommodation if it determines that such a move should be made for the benefit of Resident, or for the proper operation of the facility, or to meet the requirements of law. If Resident is transferred permanently to another facility, Community may declare Resident's unit vacant. In the case of Co-Residents, the provisions of Section 3.C shall apply. The decision as to the permanency of the transfer shall be made by the Board of Review in consultation with a family or other representative.

B. ***Resident Option to Transfer Within Homestead Village***

Resident shall have the option to move to another apartment, cottage, villa or carriage home, if and when available, and shall pay the applicable Monthly Fee. If Resident elects to move to another unit with a higher entrance fee than was paid by Resident for occupancy of the unit specified in the first paragraph of this Agreement; then, Resident shall pay the difference between the original entrance fee and the higher entrance fee in effect at the time the new unit is occupied. No entrance fee credit shall be provided if Resident elects to move into a unit with a lower entrance fee than Resident paid for the residence specified in the first paragraph of this Agreement. No entrance fee refund will be paid at the time of a transfer within Homestead Village.

SECTION 6
AMORTIZATION AND REFUND OF ENTRANCE FEE

Community shall amortize and/or refund the entrance fee in accordance with the following provisions:

A. Amortization of Entrance Fee

The Entrance Fee shall be amortized and accrue to the benefit of Community at the rate of two percent (2%) per month, or part thereof, for the first eighteen (18) months of occupancy by Resident; then, one percent (1%) per month until:

1. full twenty-two (22) months amortization, or
2. the date when a new Resident has occupied the unit formerly occupied by resident, or

3. five months from the date the Unit Release Form is executed, whichever is earlier.

 Initial(s)_____

B. Refund Before Occupancy

If Resident does not occupy the apartment by the date agreed to in Section 1.D, Community shall retain two percent (2%) of the entrance fee. Any remaining balance of entrance fee payments shall be refunded to the applicant without interest. In the event of termination of this Agreement either by death of Resident before occupancy or Resident's recission of this Agreement pursuant to Section 4.A.1, Community shall make a full refund of all entrance fee payments less cost for personal upgrades.

C. Refund After Occupancy

1. In the event of termination of this Agreement during the first twenty-two (22) months of occupancy in accordance with Section 4, sixty percent (60%) of the total Entrance Fee plus that portion of the Entrance Fee representing the unamortized Entrance Fee shall be subject to any reduction in accordance with Section 6.A above, shall be refunded to: (a) the Resident; or (b) in the event of the death of Resident, to the beneficiary designated by Resident in the Entrance Fee Refund Beneficiary Designation Form, attached as Schedule C of this Agreement; or (c) to Resident's estate if no beneficiary is duly designated by Resident. After twenty-two (22) months of occupancy, the refund shall be 60% of the Entrance Fee. Payment of the refundable (60%) portion of the Entrance Fee shall be limited to the extent of the proceeds of re-occupancy of the Resident's unit (that is, if the subsequent entrance fee received is lower, the refund is limited to that amount.)

2. Any refund due during the Resident's occupancy or at the conclusion of their occupancy will be reduced by any amount payable to Homestead Village for the reimbursement of costs related to Financial Relief/Charitable Care provided to, and accepted by, the Resident. Refunds due to the Resident shall be payable when the Resident departs Homestead Village and after the Resident has paid all outstanding bills to Homestead Village.

3. In the case of Co-Residents, refund of the unamortized Entrance Fee will be made only after <u>both</u> Co-Residents have complied with the provisions of Section 4.

4. Refund of Entrance Fee, in accordance with Section 6.C1, shall be payable only when a new resident has occupied the unit formerly occupied by Resident.

5. In the event of any refund hereunder, the payment of an entrance fee by Resident shall be considered a gift loan to a charitable organization for purposes of federal tax law.

D. Taxation Disclosure

The Internal Revenue code changes enacted by Congress in June 1984 (Public Law 98-369) and modified by Public Law 99-121, enacted October 11, 1985, may affect

 Initial(s)_____

Resident's taxable income. The Internal Revenue Service may interpret certain sections of the Revised Internal Revenue Code, pertaining to below-market interest rate loans, as imposing tax liability on the refundable portion of this fee as a loan from Resident to Community and attribute to Resident receipt of interest income on the outstanding balance of the fee, even though Resident does not receive interest payments.

The Tax Increase Prevention and Reconciliation Act of 2005, signed into law on May 16, 2006, suspends the below-market interest rate loan provisions of PL 98-369 and PL 99-121 at least through 2011.

Resident should consult with an accountant or attorney to determine how the provisions of, as well as any subsequent relevant changes, in the Internal Revenue Code might be applicable.

SECTION 7
ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes legally incompetent or unable to properly care for himself/herself or his/her property, and if a Power of Attorney/Durable Power of Attorney is not in place, the Board of Review shall institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action including counsel fees, shall be paid by Resident or the legally appointed guardian of his/her estate.

B. Will and Funeral Arrangements.

Resident shall, within one (1) month after the date of this Agreement, make a Will providing for this disposition of his/her furniture and possessions and/or appointment of an executor of his/her estate, and make funeral and burial arrangements unless such Will and arrangements have been previously made.

SECTION 8
RIGHTS AND OBLIGATIONS OF RESIDENT

A. Rights of Self Organization

Residents of the facility shall have the right of self-organization. The Residents may hold meetings for the free discussion of subjects which relate to their well-being. At least seven (7) days' notice of each meeting shall be given to the President and all Residents.

B. Right to Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of the Agreement, and at least annually thereafter, the disclosure statement required by Act No. 82 of 1984.

C. Right to Reimbursement of Health Care Expenses Paid by Resident

In the event Homestead Village Apostles Center for Care is at maximum occupancy, and Resident receives care and pays directly to any facility approved by Community any charge for health services which Community has agreed to provide hereunder, Community shall reimburse Resident for up to fifteen (15) days, or, until a bed becomes available at the Apostles Center for Care, at the daily nursing care semi-private room rate to the extent provided for in this Agreement.

D. Guest Privileges

1. Resident shall have the right to entertain overnight guests in his/her unit, provided that the period of entertainment of any guest shall not exceed two (2) weeks. Charges for guest meals and other Community services will be made in accordance with the current schedule**.**

2. Community does not accept responsibility or liability for those persons in the unit who are not covered by a Residence and Care Agreement. All additional charges involved in such guest residency will be the responsibility of Resident.

E. Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Community, including but not limited to the Cottage/Villa.

F. Housekeeping

Resident shall be responsible for all usual housekeeping tasks and shall maintain the Cottage/Villa in a clean, sanitary and orderly condition. Community will provide additional housecleaning service upon Resident's written request and at Resident's expense. If Resident does not maintain the unit in the proper manner, the Community, after notice to Resident, shall have the right to maintain the Cottage/Villa and the cost of such maintenance shall be charged to Resident.

G. Health Insurance

Each Resident shall obtain and maintain in force at his/her expense minimum coverage available under any program of Federal Social Security, known as Medicare A and B and additional supplemental insurance coverage (Blue Cross/Blue Shield 65 Special or its equivalent) approved by the Community. For Residents under age 65, a substitute basic coverage insurance policy must be in effect and approved by the President. All health care insurance coverage must be reviewed by, and certified to, the Community annually.

Initial(s)_____

H. Use of Personal or Family Physicians

Resident may employ the service of any physician or surgeon, at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician except for the medical services specified in this Agreement.

I. Transfer to Hospital or Other Facility

The Medical Director, in consultation with Resident's personal physician, may order a transfer of Resident to a hospital or other facility if the Medical Director determines it to be advisable. The same procedure will be used to determine that Resident be returned to the Apostle Center for Care.

J. Automobile Insurance

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability arising from injury to themselves and others and first party medical benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law. Resident may not keep a vehicle at Homestead Village unless they have a valid driver's license, insurance, and registration. All automobile insurance coverage must be reviewed by, and certified to, the Community.

K. Change in Financial Condition

1. Resident represents that he/she has made no gift subsequent to the date of his/her application and will make no gift thereafter, which would impair his/her ability or the ability of his/her estate to satisfy his/her financial responsibilities to Community.

2. Resident will immediately notify the Community of any reduction of assets or income that would materially affect the Resident's ability to meet financial obligations to the Community.

3. Resident shall provide within ten (10) days a current statement of financial condition and supporting documents when requested by the community.

4. If Resident's sources of income are inadequate to meet his/her financial responsibilities to Community, he/she will make every effort to obtain assistance elsewhere and, if he/she can qualify, shall take the necessary steps to obtain federal, state or municipal aid or assistance before requesting financial assistance from the Community.

5. To qualify for subsidized monthly maintenance fees, either partly or wholly, Resident must submit a written request to the President stating the request and reason for the request. Resident will provide evidence that Section 8.K.1, 2, 3 and 4, of the Agreement have been adhered to for the duration of the contract. This information will be reviewed by the Finance Committee of the Board for recommended action on the request.

 Initial(s)_____

6. In the event the Finance Committee grants a subsidy, partly or wholly, of Resident's Monthly Fee and/or other charges, it is agreed that the property, both tangible and intangible, of Resident at Resident's death shall be transferred by Resident's personal representative, heirs, devises and assigns, to Community for the purpose of repaying to Community (at least to the extent of the value of such property) the subsidy furnished to Resident by Community. This Agreement shall operate as an assignment, transfer and conveyance to community of such property and may be enforced as a claim against Resident's estate. Resident will also irrevocably designate as beneficiary the Community and assign to the Community all life insurance policies owned by the Resident to the Community to the extent of the subsidy granted by the Finance Committee with any remaining balance to be paid to the Estate of the Resident. This subparagraph shall apply whether or not Resident is in residence at the facility.

L. Medical Examination

Homestead Village requests that each applicant for residency be examined by a licensed physician of his/her own choosing, and the doctor's physical form provided by Homestead Village be returned prior to occupancy. The cost of the physical examination will be paid by the applicant. The physical form will be kept on file in the office of the Residential Living Nurse, in case of emergency.

M. Responsibility for Damages

Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. Upon termination of the Agreement, Resident shall vacate the Cottage/Villa and leave it is good condition except for reasonable wear and tear. In the event of the death of Resident, the Resident's estate shall be liable for any loss or damages caused by Resident. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents.

N. Responsibility for Protection of Resident's Property

1. Community shall not be responsible for the loss or damage of any property belonging to Resident or Resident's estate or guests, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. **Residents are required, at their own expense, to keep an active renter's insurance policy covering personal liability of at least $300,000.00 per occurrence to protect against any such loss or liability as well as listing Homestead Village as the Additional Interest.** Policy must be reviewed by, and certified to, Community annually.

2. If Resident has become unable to occupy the apartment, or this Agreement has been terminated for any other reason, Community may remove all property of Resident from the apartment and store the same at Resident's expense. Community shall exercise ordinary care to protect such property against loss while stored. If the property is stored

in a commercial storage facility, Community shall be deemed conclusively to have exercised ordinary care to protect such property against loss and shall have no responsibility for such property thereafter.

3. In the event of Resident's death, any property of Resident in the unit or held in storage shall be removed by Resident's personal representative, or if no one qualifies within one (1) month after Resident's death, removed by any of Resident's next of kin. Community will hold such property for such period at the risk of Resident's estate or persons entitled thereto, subject to ordinary care by Community in safeguarding the same until removal can be made.

O. Rules and Regulations

Resident shall cooperate fully with the Community to maintain an orderly, uncluttered appearance to Cottage/Villa property and shall comply with all rules and regulations established by Community.

P. ***Rights of Resident are Personal and Non-transferable***

The rights and privileges of Resident under this Agreement to the Cottage/Villa, facilities, services and health care provided for in this Agreement are personal to Resident and cannot be transferred or assigned by Resident, or by any proceeding at law, or otherwise. No person other than Resident may occupy or use the unit covered by this Agreement, except with the approval of Community.

Initial(s)_____

SECTION 9
NOTICE OF DELIVERY

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given if and when delivered personally or, if sent by registered mail, when postmarked, postage prepaid and addressed as follows:

To Community:
Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

To Resident (before taking occupancy):
_____
_____
_____

Initial(s)_____

SECTION 10
ENTIRE AGREEMENT

This Agreement, together with the Application Form, Medical Records, Financial Statement submitted by Resident, and any addenda attached to, or required by, this Agreement, constitutes the entire contract between Community and Resident. Community shall not be liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may not be modified except by agreement of the parties in writing, signed by the parties and attached to this Agreement.

SECTION 11
NON-DISCRIMINATION

Community operates on a non-discriminatory basis and provides access to its facilities and services for all persons regardless of sex, sexual orientation, race, color, religion, national origin, or other legally protected trait.

SECTION 12
NON-WAIVER OF ACT 82

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement, shall be construed as a valid waiver of any of the rights granted by this Agreement or by the Continuing Care Provider Registration and Disclosure Act (Act 82) intended for the benefit or protection of Resident.

SECTION 13
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION 14
AVERAGE ANNUAL COST OF PROVIDING CARE

The overall average annual cost of providing care and service to Resident in accordance with the terms of this Agreement is estimated to be **$18,336.49**. (This is the total annual operating cost for the cottages and villas, including the cost of the fifteen days of health care provided in your Agreement, divided by the average number of cottage and villa residents for the year.)

Initial(s)_____

SECTION 15
DEFINITIONS

MEDICAL DIRECTOR - A physician licensed in the Commonwealth of Pennsylvania and employed by Homestead Village, Inc. to provide medical consultation and examination on behalf of Homestead Village, Inc.

PRESIDENT - Employed by the Board of Directors of Homestead Village, Inc. and responsible to the Board of Directors for the daily operation and management of all divisions of Homestead Village, Inc.

BOARD OF REVIEW - Made up of the Medical Director, President, Vice President(s) and Apostles Center for Care Administrator.

NURSING CARE - Routine nursing care available in the Homestead Village Apostle Center for Care.

PER DIEM - Daily rates established by the Board of Directors and charged to residents, patients and guests of the Apostles Center for Care and Supportive Services.

LICENSED PHYSICIAN - A medical doctor with a current license to practice medicine in the Commonwealth of Pennsylvania.

UNIT RELEASE FORM - a form provided by Homestead Village, Inc. to a resident or resident representative that when completed provides official notice of the intent to release the unit for resale.

ENTRANCE FEE - The entire fee agreed to (Plan I or Plan II) for the residence.

Initial(s)_____

CORPORATE SEAL AND SIGNATURES:

IN WITNESS WHEREOF, HOMESTEAD VILLAGE, INC. has caused this Agreement to be signed by its President, or other authorized officer, and the Resident(s) has or have hereunto affixed his/her/their signature(s), the day and year first above written.

_____	_____
Witness Date	Douglas V. Motter Date Officer of Homestead Village, Inc.
_____	_____
Witness Date	**(Resident)** Date Resident
_____	_____
Witness Date	**(Resident)** Date Resident

SCHEDULE A
COMMUNITY RATE LISTING

THE FOLLOWING INSERTION: PAGES 1-9, IS THE MOST CURRENT COMMUNITY RATE LISTING FOR HOMESTEAD VILLAGE.

BY INITIALING BELOW, RESIDENT ACKNOWLEDGES RECEIPT OF THE ATTACHED COMMUNITY RATE LISTING.

Initial(s)_____

SCHEDULE B
RIGHT TO RESCIND

Date Rescission Period Begins on the **17th day of May, 2024.**

You may rescind this Residence and Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the Continuing Care Retirement Community 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 this Residence and Care Agreement, deliver by Registered Mail, or in person, a signed and dated copy of this notice or any other dated written notice or letter, stating your desire to rescind, to the following address:

Homestead Village, Inc.
1800 Village Circle
Lancaster, PA 17603

This notice should be received no later than midnight, on the **24th day of May, 2024** (the last date of rescission).

Pursuant to this notice, I hereby cancel this Residence and Care Agreement.

_____
Name

_____
Name

_____
Date

SCHEDULE C
ENTRANCE FEE REFUND BENEFICIARY DESIGNATION FORM

A. Right to Designate Entrance Fee Refund Beneficiaries:

This Entrance Fee Refund Beneficiary Designation Form ("Form") permits the Resident to designate one or more beneficiaries to receive any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section 6 of the Resident Agreement. (Hereinafter "Resident" if husband and wife, "Resident" shall apply to them jointly and severally.) This Form is the sole means by which the Resident may make such a designation, and the Form must be signed and dated by the Resident(s) and received by Homestead Village, Inc. ("Homestead Village") prior to the date of the Resident's death in order to be valid and binding. If two residents, both residents must sign the beneficiary form and acknowledge that the refund stays with the agreement even if one of the two departs from Homestead. Refunds are not released until death or departure of both co-residents, even if spouse or co-resident is in a different level of care within Homestead Village. If resident(s) move away from Homestead Village, and is/are still living, refunds are payable to the resident themselves and beneficiary form is not enacted. Refunds are not issued until the unit is released and re-occupied by next resident, pursuant to Sections 5 and 6 of the Resident Agreement.

B. Designation of Refund Beneficiaries:

The Resident authorizes Homestead Village to pay any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death to the beneficiary or beneficiaries named below in accordance with the corresponding percentages stated below. The combined percentages to be paid all beneficiaries must total one hundred percent (100%). This beneficiary form does not supersede Pennsylvania State Law. Once the refund is eligible to be distributed, Homestead Village will make all efforts to issue and mail the refund checks within one month.

Beneficiary #1

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #1 be paid _____ percent (_____%) of any refund.

Initial(s)_____

Beneficiary #2

Name: _____

Social Security Number: _____

Address: _____

_____

Birth date: _____

The Resident directs that Beneficiary #2 be paid _____ percent (_____%) of any refund.

Beneficiary #3

Name: _____

Social Security Number: _____

Address: _____

_____

_____

Birth date: _____

The Resident directs that Beneficiary #3 be paid _____ percent (_____%) of any refund.

C. Revocation of Designation:

The Resident has the right to change the designation of beneficiaries made in Section B of this Form at any time, by signing and dating a new Form and providing such Form to Homestead Village. Upon the death of the Resident, Homestead Village will honor the designation stated on the Form bearing the most recent date by paying any refund in accordance with such designation. All Forms dated prior to the most recent Form shall be null and void.

D. Effect of Failure to Make Valid Designation:

If the Resident fails to duly designate a beneficiary or beneficiaries by means of this Form, any refund of the Resident's Entrance Fee that becomes payable due to the Resident's death, pursuant to Section of the Resident Agreement, shall be paid to the estate of the Resident. In the event a beneficiary designated on the Form is not living or in legal existence at the time of the Resident's death, the amount of the refund otherwise payable to such beneficiary shall be paid to the estate of the Resident.

E. Authorization of Resident:

The Resident has read, and understands, the provisions of Section 6-C of the Resident Agreement, and the provisions of this Form. The Resident makes and authorizes the designation stated in Section B of this Form, and agrees to indemnify Homestead Village for any claims or damages against Homestead Village arising from actions taken by Homestead Village that are in accordance with the provisions of Section 6-C of the Resident Agreement, and the provisions of the Form.

Signature 1: _____ Date: _____

Print Name: _____

Social Security Number: _____

Signature 2: _____ Date: _____

Print Name: _____

Social Security Number: _____

Address: _____

Acknowledgment of Receipt of Form by Homestead Village:

Signature: _____

Title: President

Print Name: Douglas V. Motter

Date Received: _____

Witness Signature:

Signature: _____ Date: _____

Print Name: _____

APPENDIX L

rkl ADVISORS for WHAT'S NEXT

Homestead Village, Inc.

Consolidated Financial Statements and Supplementary Information

June 30, 2024 and 2023

Homestead Village, Inc.

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June 30, 2024 and 2023

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rkl ADVISORS for WHAT'S NEXT

Independent Auditor's Report

To the Board of Directors
Homestead Village, Inc.
Lancaster, Pennsylvania

Opinion

We have audited the consolidated financial statements of Homestead Village, Inc. (Homestead), which comprise the consolidated balance sheet as of June 30, 2024 and 2023, 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 (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Homestead as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Homestead 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 Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

1800 Fruitville Pike, Lancaster, PA 17601 717.394.5666 717.394.0693 rklcpa.com

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 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 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 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 Homestead'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Homestead'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 financial statements as a whole. The accompanying supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

RKL LLP

February 5, 2025
Lancaster, Pennsylvania

Homestead Village, Inc.

Consolidated Balance Sheet

	June 30, 2024	2023
Assets		
Current Assets		
Cash and cash equivalents	**$ 7,787,893**	$ 7,182,227
Certificates of deposit	**10,677,081**	10,185,119
Accounts receivable, net	**1,003,533**	796,884
Prepaid expenses	**601,580**	522,372
Total Current Assets	**20,070,087**	18,686,602
Assets Whose Use is Limited		
Donor-restricted	**5,323,918**	4,677,136
Statutory minimum liquid reserve requirement	**2,201,247**	2,073,082
Total Assets Whose Use is Limited	**7,525,165**	6,750,218
Property and Equipment, Net	**76,488,734**	71,262,454
Interest Rate Swap Assets	**1,352,739**	1,438,400
Deferred Marketing Costs, Net	**164,727**	175,588
Total Assets	**$ 105,601,452**	$ 98,313,262

See accompanying notes.

Homestead Village, Inc.

Consolidated Balance Sheet (continued)

	June 30, 2024	2023
Liabilities and Net Assets		
Current Liabilities		
Current portion of long-term debt, net of current portion of deferred financing costs	**$ 934,077**	$ 863,333
Accounts payable - trade	**842,880**	955,712
Accounts payable - construction	**55,014**	102,156
Health insurance claims	**801,548**	1,018,889
Refundable advances	**-**	74,106
Accrued expenses	**666,681**	419,234
Total Current Liabilities	**3,300,200**	3,433,430
Other Liabilities		
Long-term debt, net of current portion and unamortized deferred financing costs	**16,817,997**	14,801,929
Deferred revenue from advanced fees	**71,320,079**	69,937,373
Prospective resident deposits	**3,087,984**	1,622,595
Total Other Liabilities	**91,226,060**	86,361,897
Total Liabilities	**94,526,260**	89,795,327
Net Assets		
Without donor restrictions	**5,751,274**	3,840,799
With donor restrictions	**5,323,918**	4,677,136
Total Net Assets	**11,075,192**	8,517,935
Total Liabilities and Net Assets	**$ 105,601,452**	$ 98,313,262

See accompanying notes.

Homestead Village, Inc.

Consolidated Statement of Operations

	Years Ended June 30, 2024	2023
Revenues, Gains, and Other Support without Donor Restrictions		
Resident services	**$ 26,215,223**	$ 24,611,929
Investment income	**867,122**	406,101
Other operating revenues	**1,920,064**	1,668,804
Net assets released from restrictions used for operations	**165,883**	123,718
Total Revenues, Gains, and Other Support without Donor Restrictions	**29,168,292**	26,810,552
Expenses		
Nursing care services	**7,314,610**	7,029,790
Dietary	**3,412,612**	2,880,127
Operation of plant	**5,148,234**	5,297,615
Administrative	**4,464,657**	3,433,303
Marketing	**869,182**	693,325
Housekeeping	**792,035**	748,554
Resident activities, services, and volunteers	**686,911**	608,027
Laundry and linen	**211,843**	220,388
Social services	**194,830**	207,867
Depreciation	**3,677,100**	3,566,601
HomeCare services	**197,243**	143,487
Interest	**483,199**	508,812
Total Expenses	**27,452,456**	25,337,896
Operating Income	**1,715,836**	1,472,656
Other Changes		
Change in net unrealized gains on investments	**280,300**	261,474
Gain (loss) on interest rate swaps	**(85,661)**	567,323
Total Other Changes	**194,639**	828,797
Changes in Net Assets without Donor Restrictions	**$ 1,910,475**	$ 2,301,453

See accompanying notes.

Homestead Village, Inc.

Consolidated Statement of Changes in Net Assets

	Years Ended June 30, 2024	2023
Net Assets without Donor Restrictions		
Changes in net assets without donor restrictions	**$ 1,910,475**	$ 2,301,453
Net Assets with Donor Restrictions		
Contributions		
Purpose-restricted	**361,088**	320,275
Interest income	**265,486**	125,140
Change in net unrealized gains on investments	**186,091**	65,617
Net assets released from restrictions used for operations	**(165,883)**	(123,718)
Changes in Net Assets with Donor Restrictions	**646,782**	387,314
Changes in Net Assets	**2,557,257**	2,688,767
Net Assets at Beginning of Year	**8,517,935**	5,829,168
Net Assets at End of Year	**$ 11,075,192**	$ 8,517,935

See accompanying notes.

Homestead Village, Inc.

Consolidated Statement of Cash Flows

	Years Ended June 30, 2024	2023
Cash Flows from Operating Activities		
Changes in net assets	**$ 2,557,257**	$ 2,688,767
Adjustments to reconcile changes in net assets to net cash provided by operating activities		
Depreciation	**3,677,100**	3,566,601
Amortization of deferred financing costs	**21,730**	18,917
Amortization of deferred marketing costs	**10,861**	10,861
Change in allowance for expected credit losses	**2,644**	(190,642)
Amortization of entrance fees	**(4,950,870)**	(4,626,514)
(Gain) loss on interest rate swaps	**85,661**	(567,323)
Net unrealized gains on investments	**(466,391)**	(327,091)
Proceeds from advanced fees - existing units	**7,193,679**	4,060,829
Changes in assets and liabilities		
Accounts receivable, net	**(209,293)**	(183,371)
Prepaid expenses	**(79,208)**	(142,580)
Accounts payable	**(112,832)**	91,018
Health insurance claims	**(217,341)**	1,018,889
Refundable advances	**(74,106)**	74,106
Accrued expenses	**247,447**	16,847
Prospective resident deposits	**1,465,389**	740,783
Net Cash Provided by Operating Activities	**9,151,727**	6,250,097
Cash Flows from Investing Activities		
Purchases of assets whose use is limited	**(308,556)**	(656,331)
Purchase of certificates of deposit	**(491,962)**	(10,185,119)
Purchase of property and equipment	**(8,950,522)**	(3,706,707)
Net Cash Used in Investing Activities	**(9,751,040)**	(14,548,157)
Cash Flows from Financing Activities		
Proceeds from long-term debt	**3,097,257**	**-**
Repayment of long-term debt	**(891,146)**	(857,806)
Debt issuance costs incurred	**(141,029)**	**-**
Proceeds from advanced fees - new units	**713,700**	2,483,444
Refunds of advanced fees	**(1,573,803)**	(2,403,322)
Net Cash Provided by (Used in) Financing Activities	**1,204,979**	(777,684)
Net Increase (Decrease) in Cash and Cash Equivalents	**605,666**	(9,075,744)
Cash and Cash Equivalents at Beginning of Year	**7,182,227**	16,257,971
Cash and Cash Equivalents at End of Year	**$ 7,787,893**	$ 7,182,227

See accompanying notes

	Years Ended June 30, 2024	2023
Supplementary Disclosure of Cash Flows Information		
Interest paid	**$ 461,469**	$ 489,895
Supplementary Disclosure of Noncash Investing and Financing Activities		
Accounts payable incurred for purchases of property and equipment	**$ 55,014**	$ 102,156

Note 1 - Nature of Operations

Homestead Village, Inc. (HSV) is a non-profit continuing care retirement community that provides services to aging people through licensed certified skilled and intermediate care nursing beds, along with independent living cottages, apartments, villas, and carriage homes. HSV also provides personal care living units.

HSV formed Homestead Village HomeCare Services, LLC (HC), a single-member LLC, on May 26, 2010 and it began operations during the year ended June 30, 2011. HC provides daily services to residents, including laundry, meals, housekeeping, and transportation.

Note 2 - Summary of Significant Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying consolidated financial statements follows.

Principles of Consolidation

The consolidated financial statements include the accounts of HSV and HC (collectively, Homestead) after elimination of all significant interrelated balances and transactions.

Use of Estimates

The preparation of consolidated financial statements in accordance 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.

Cash and Cash Equivalents

Cash and cash equivalents include investments in highly-liquid debt instruments purchased with an original maturity of three months or less, excluding investments and assets whose use is limited.

Accounts Receivable and Allowance for Expected Credit Losses

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-13, *Financial Instruments-Credit Losses (Topic 326)*. Homestead adopted ASU 2016-13 as of July 1, 2023. Under the standard, disclosures are required to provide users of the consolidated financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by Homestead that are subject to the guidance in FASB Accounting Standards Codification (ASC) Topic 326 were accounts receivable. Homestead implemented the provisions of this standard. Management determined the ASU did not have a material impact on Homestead's consolidated financial statements.

Note 2 - Summary of Significant Accounting Policies (continued)

Accounts Receivable and Allowance for Expected Credit Losses (continued)

Accounts receivable are reported at net realizable value. Accounts receivable are written off when they are determined to be uncollectible based upon management's assessment of individual accounts. The allowance for expected credit losses is estimated based upon a periodic review of the accounts receivable aging, payor classifications, and application of historical write-off percentages. The allowance for expected credit losses amounted to $132,527 and $129,883 for the years ended June 30, 2024 and 2023, respectively.

Assets Whose Use Is Limited

Cash and investments set aside by the Board of Directors for capital improvements and other purposes, donor-restricted assets, and the statutory minimum liquid reserve are classified as assets whose use is limited.

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheet based on quoted market prices. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the determination of operating income unless the income or loss is restricted by donor or law. Unrealized gains are excluded from the operating indicator. 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.

Homestead's investments are comprised of a variety of financial instruments and are managed by investment advisors. The fair values reported in the consolidated balance sheet 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 sheet could change materially in the near term.

Property and Equipment

Property and equipment, including construction in progress, are recorded at cost. Depreciation is computed using the straight-line method over estimated useful lives of the assets. Homestead's policy is to capitalize items over $2,500 if they possess the characteristics of a capital asset. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gains or losses are included in the results of operations.

Note 2 - Summary of Significant Accounting Policies (continued)

Long-Lived Assets

Homestead reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. In that event, Homestead calculates the estimated future value of net cash flows to be generated by the asset. If those future net cash flows are less than the carrying value of the asset, an impairment loss is recognized for the difference between the estimated fair value and the carrying value of the asset. There were no impairment losses reported in the years ended June 30, 2024 and 2023.

Derivative Contracts

Interest rate swap agreements are used to manage identified and approved exposures and are not used for speculative purposes. The interest rate swap agreements are recognized as either assets or liabilities on the consolidated balance sheet and are measured at fair value. Interest rate swap agreements are often held for the life of the strategy, but may reflect significant interim unrealized gains or losses depending on the change in value since the inception of the agreement. All unrealized and realized gains and losses from the interest rate swap agreements are reflected in the consolidated statement of changes in net assets. See Note 9 for more detail.

Deferred Marketing Costs

Costs incurred for marketing of initial entrance fee contracts have been deferred and are being amortized on a straight-line basis over the average life expectancy of the applicable residents. Such costs totaled $186,449 at June 30, 2024 and 2023. Accumulated amortization was $21,722 and $10,861 at June 30, 2024 and 2023, respectively. Amortization expense for the next five years will be $10,861 per year.

Deferred Financing Costs

Costs incurred in connection with the issuance of long-term debt have been deferred and are being amortized over the term of the related debt using the straight-line method, which approximates the effective interest method. Such costs totaled $359,471 and $218,442 at June 30, 2024 and 2023, respectively. Accumulated amortization was $46,001 and $24,271 at June 30, 2024 and 2023, respectively. Amortization expense for the next five years will be $32,306 per year.

Entrance Fees

Homestead offers several types of contracts to its residents. Under the terms of the non-refundable contracts, the entrance fee amortizes at 2% per month over 50 months, after which there is no refund due. Under the terms of the 60% refundable estate preservation contract, the entrance fee amortizes at 2% for the first 18 months, then at 1% for the next four months, after which 60% is refundable upon termination of the contract, subsequent reoccupancy of the unit, and is limited to the proceeds received from the reoccupancy of the unit.

Note 2 - Summary of Significant Accounting Policies (continued)

Entrance Fees (continued)

The portion of entrance fees that is contractually guaranteed to be refundable to the resident upon termination of the contract, subsequent reoccupancy of the unit, and is limited to the proceeds received from the reoccupancy of the unit, is recognized as resident services revenues over the estimated useful life of the independent living unit. The remaining portion of entrance fees is recognized as resident services revenues using the straight-line method over the estimated remaining life expectancy of the resident. The estimate of remaining life expectancy of the resident is adjusted annually.

Homestead's contract is a Type B modified healthcare contract that offers 15 days per calendar year of nursing care at no additional charge.

Contractually guaranteed refunds are approximately $22,667,000 and $21,393,000 at June 30, 2024 and 2023, respectively.

Deposits from prospective residents are not amortized to income until the cottage, apartment, villas, and carriage homes are occupied by the resident.

Obligation to Provide Future Services

Homestead annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount to the balance of deferred revenues from advanced fees. Homestead utilizes a discount rate of 5%. If the present value of the net cost of future services and use of facilities exceeds the deferred revenues from advanced fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. No obligation existed as of June 30, 2024 and 2023.

Revenue Recognition

Net resident services revenues are reported at the estimated net realizable amounts from residents, third-party payors, and others for services rendered.

Homestead provides skilled nursing and intermediate care services under daily fee for service agreements. Homestead considers the daily service fees to represent performance obligations, which are satisfied over the time period the services are provided to residents. Ancillary resident services and chargeable therapy and prescription services are recognized at the time the services are provided to residents.

Note 2 - Summary of Significant Accounting Policies (continued)

Revenue Recognition (continued)

Homestead has agreements with third-party payors that provide for payments to Homestead at amounts different from its established rates. A summary of the principal 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. Approximately 5% of Homestead's net resident services revenues in the years ended June 30, 2024 and 2023 were derived from the Medical Assistance program.

Medicare: Nursing and ancillary services provided to Medicare Part A 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. Approximately 6% and 4% of Homestead's net resident services revenues in the years ended June 30, 2024 and 2023, respectively, were derived from the Medicare Part A program.

As described above, the Medical Assistance and Medicare Part A rates are based on clinical, diagnostic, and other factors. The determination of these rates is partially based on Homestead's clinical assessment of its residents. Homestead 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.

Homestead has determined (at a contract level) that contracts for resident services do not contain a significant financing component and has elected the practical expedient within ASC 606 to exclude from adjustment performance obligations that are expected to be satisfied within one year of resident payment.

As provided in ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, Homestead elected not to disclose amounts attributable to remaining performance obligations that are expected to be satisfied within one year.

Donor Restricted Gifts and Net Assets

Homestead reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. 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 as net assets without donor restrictions and reported in the consolidated statement of operations as net assets released from restrictions used for operations. Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions in the accompanying consolidated statement of changes in net assets and recorded as net assets without donor restrictions.

Note 2 - Summary of Significant Accounting Policies (continued)

Donor Restricted Gifts and Net Assets (continued)

Net assets, and changes therein, are classified based on the existence or absence of donor-imposed restrictions and are classified and reported as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets that are subject to donor-imposed stipulations. Some donor-imposed stipulations may be met either by actions of Homestead and/or passage of time. Other donor-imposed stipulations are perpetual in nature and generally allow Homestead to use all or a portion of the income earned on the related resources for general or specified purposes.

Benevolent Care

Homestead provides services to residents who meet certain criteria at amounts less than its cost of providing care. Homestead 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 Homestead's internal consolidated financial statements. The level of benevolent care provided by Homestead, which represents the difference between the estimated cost of providing care and the payments received for services rendered, including Medical Assistance program beneficiaries, was approximately $407,000 and $478,000 in the years ended June 30, 2024 and 2023, respectively.

Advertising and Printing

Homestead expenses advertising and printing costs as incurred. Advertising and printing costs totaled $510,288 and $306,997 for the years ended June 30, 2024 and 2023, respectively.

Income Taxes

Homestead follows the standards for accounting for uncertainty in income taxes according to the principles of ASC 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for the consolidated financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by Homestead, including whether the entity is exempt from income taxes. Management evaluated the tax positions taken and concluded that Homestead had taken no uncertain tax positions that require recognition or disclosure in the consolidated financial statements. Therefore, no provision or liability for income taxes has been included in the consolidated financial statements. With few exceptions, Homestead is no longer subject to income tax examinations by the U.S. Federal, state, or local tax authorities for years before 2021.

Note 2 - Summary of Significant Accounting Policies (continued)

Operating Indicator

The consolidated statement of operations includes the determination of operating income. Other changes in net assets without donor restrictions, which are excluded from operating income, consistent with industry practice, include net unrealized gains on investments, unrestricted 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), and gain (loss) on interest rate swaps.

Note 3 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor restrictions or other designations limiting their use, within one year of the consolidated balance sheet date, comprise the following as of June 30:

	2024	2023
Cash and cash equivalents	**$ 7,787,893**	$ 7,182,227
Certificates of deposit	**10,677,081**	10,185,119
Accounts receivable, net	**1,003,533**	796,884
Investments with donor restrictions	**5,323,918**	4,677,136
Statutory minimum liquid reserve requirement	**2,201,247**	2,073,082
Total Financial Assets	**26,993,672**	24,914,448
Amounts that are internally designated or externally restricted		
Investments with donor restrictions	**(5,323,918)**	(4,677,136)
Statutory minimum liquid reserve requirement	**(2,201,247)**	(2,073,082)
Financial Assets Available to be Used for General Expenditures within One Year	**$ 19,468,507**	$ 18,164,230

As part of Homestead'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. Homestead manages its resources available to meet general expenditures by operating within a prudent range of financial stability, sustaining adequate liquid assets among cash and investments, and maintaining a $500,000 line of credit as of June 30, 2024 and 2023. There were no borrowings at June 30, 2024 and 2023 (see Note 8).

Note 4 - Assets Whose Use is Limited

Homestead's investments and assets whose use is limited are as follows as of June 30:

	2024	2023
Assets Whose Use is Limited		
Donor-restricted	**$ 5,323,918**	$ 4,677,136
Statutory minimum liquid reserve requirement	**2,201,247**	2,073,082
	$ 7,525,165	$ 6,750,218

Statutory Reserve Requirement of Act 82

In compliance with Section 9 of the Commonwealth of Pennsylvania's Continuing Care Provider Registration and Disclosure Act (Act 82), the Board of Directors designated a portion of board-designated assets "reserved" to meet the requirements of Act 82. The amount designated was $2,201,247 at June 30, 2024 and was calculated as follows:

Budgeted operating expenses for the year ended June 30, 2025	**$ 28,639,249**	
Budgeted depreciation and amortization expense	**(3,789,234)**	
Operating Expenses Subject to Statutory Minimum Liquid Reserve Requirement	**24,850,015**	
Percentage of residents subject to entrance fee agreements as of June 30, 2024 (512/578)	**89%**	
Subtotal	**22,012,470**	
Statutory requirement	**10%**	
Statutory Minimum Liquid Reserve Requirement	**$ 2,201,247**	**(a)**
Debt Service Requirements for the Year Ended June 30, 2024		
Principal payments due on long-term debt	**$ 948,180**	
Budgeted interest payments on long-term debt	**1,029,501**	
Total Budgeted Debt Service Requirements	**1,977,681**	
Percentage of residents subject to entrance fee agreements at June 30, 2024 (512/578)	**89%**	
Statutory Minimum Liquid Reserve Requirement	**$ 1,751,856**	**(b)**
Greater of (a) or (b) Above	**$ 2,201,247**	

Note 5 - Fair Value Measurements

Homestead measures its assets whose use is limited at fair value on a recurring basis in accordance with accounting principles generally accepted in the United States of America.

Fair value is defined as the price that would be received to sell an asset or the price that would be paid to dispose of a liability in an orderly transaction between market participants at the measurement date. The framework 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 Homestead 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.

Note 5 - Fair Value Measurements (continued)

The fair value of Homestead's certificates of deposit, interest rate swap assets, and assets whose use is limited were measured using the following inputs:

	Fair Value Measurements at June 30, 2024			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Certificates of Deposit	$ 10,677,081	$ -	$ -	$ 10,677,081
Interest Rate Swap Assets	$ -	$ 1,352,739	$ -	$ 1,352,739
Assets Whose Use is Limited				
Cash and cash equivalents	$ 526,845	$ -	$ -	$ 526,845
Marketable equity securities				
Consumer discretionary	418,954	-	-	418,954
Consumer services	120,388	-	-	120,388
Consumer staples	187,489	-	-	187,489
Energy	94,864	-	-	94,864
Finance	514,834	-	-	514,834
Healthcare	376,970	-	-	376,970
Industrials	382,253	-	-	382,253
Information technology	675,140	-	-	675,140
Materials	157,541	-	-	157,541
Other	224,636	-	-	224,636
Preferred stock	160,107	-	-	160,107
Exchange traded funds	1,460,701	-	-	1,460,701
Mutual funds				
Equity	832,558	-	-	832,558
Other fixed income	833,598	-	-	833,598
Bond index	41,235	-	-	41,235
Total	$ 7,008,113	$ -	$ -	7,008,113
Alternative investment, measured at net asset value				517,052
Total Assets Whose Use is Limited				$ 7,525,165

Note 5 - Fair Value Measurements (continued)

	Fair Value Measurements at June 30, 2023			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Certificates of Deposit	$ 10,185,119	$ -	$ -	$ 10,185,119
Interest Rate Swap Assets	$ -	$ 1,438,400	$ -	$ 1,438,400
Assets Whose Use is Limited				
Cash and cash equivalents	$ 614,504	$ -	$ -	$ 614,504
Marketable equity securities				
Consumer discretionary	401,870	-	-	401,870
Consumer services	163,126	-	-	163,126
Consumer staples	226,081	-	-	226,081
Energy	94,330	-	-	94,330
Finance	469,982	-	-	469,982
Healthcare	357,993	-	-	357,993
Industrials	394,133	-	-	394,133
Information technology	563,998	-	-	563,998
Materials	152,253	-	-	152,253
Other	200,714	-	-	200,714
Preferred stock	142,093	-	-	142,093
Exchange traded funds	1,297,766	-	-	1,297,766
Mutual funds				
Equity	614,180	-	-	614,180
Other fixed income	673,758	-	-	673,758
Bond index	38,404	-	-	38,404
Total	$ 6,405,185	$ -	$ -	6,405,185
Alternative investment, measured at net asset value				345,033
Total Assets Whose Use is Limited				$ 6,750,218

Note 5 - Fair Value Measurements (continued)

The following are descriptions of the valuation methodologies used for assets measured at fair value and for financial instruments disclosed at fair value. There have been no changes in the methodologies used at June 30, 2024 and 2023.

Certificates of deposit carrying amounts approximate fair value because of the short-term nature of these investments.

The fair value of the interest rate swap assets is based on the net present value of expected future cash flows and are heavily dependent on interest rate assumptions for the remaining term of the interest rate swap agreements.

Assets whose use is limited are valued at fair value based on quoted market prices in active markets for identical securities (Level 1).

Homestead's alternative investment is comprised solely of the Black Creek DPF (the Fund). The Fund is invested in a diversified portfolio of real assets and other alternative investments, among other types of securities. The Fund is measured using the net asset value per share as a practical expedient. The Fund has a short-term frequency, no unfunded commitments, and allows investment redemptions on the last day of the calendar month after a five business day notification. The fair value of the Fund, which includes crossfund investment funds and third-party investment funds, has been estimated using the net asset value per share of the underlying investments.

Note 6 - Property and Equipment

Property and equipment consist of the following as of June 30:

	2024	2023
Land	**$ 10,871,486**	$ 10,871,486
Land improvements	**6,825,499**	6,808,336
Buildings	**56,596,009**	56,596,009
Building improvements and equipment	**29,241,800**	28,784,655
Furniture and office equipment	**3,228,801**	3,146,899
Transportation equipment	**344,034**	327,104
	107,107,629	106,534,489
Accumulated depreciation	**(45,948,498)**	(42,266,947)
Construction in progress	**15,329,603**	6,994,912
	$ 76,488,734	$ 71,262,454

Note 7 - Long-Term Debt

A summary of long-term debt is as follows as of June 30:

	2024	2023
Series 2022 Revenue Note	**$ 14,968,287**	$ 15,859,433
Series 2024 Revenue Note	**3,097,257**	-
Current portion	**(934,077)**	(863,333)
Unamortized deferred financing costs	**(313,470)**	(194,171)
	$ 16,817,997	$ 14,801,929

Scheduled principal payments of long-term debt are as follows for the five years ending June 30:

	Principal	Deferred Financing Cost	Net
2025	**$ 966,383**	**$ (32,306)**	**$ 934,077**
2026	**1,109,011**	**(32,306)**	**1,076,705**
2027	**1,144,619**	**(32,306)**	**1,112,313**
2028	**1,179,534**	**(32,306)**	**1,147,228**
2029	**1,219,398**	**(32,306)**	**1,187,092**

On February 22, 2022, Homestead entered into a note payable (Series 2022 Revenue Note) with First National Bank and Lancaster Municipal Authority (the Municipal Authority) with a principal sum not to exceed $17,000,000. Homestead, First National Bank, and the Municipal Authority entered into a purchase agreement whereby First National Bank agreed to purchase and the Municipal Authority agreed to sell to First National Bank the Municipal Authority's Series 2022 Revenue Note. Monthly payments of principal plus interest tied to an interest rate swap with an index of 82% of one-month USD-SOFR CME Term (5.68% and 5.53% at June 30, 2024 and 2023, respectively) are due until February 2034.

The Series 2022 Revenue Note is secured by a mortgage lien on, and security interest in, substantially all of Homestead's property and equipment and a pledge of gross revenues. The Series 2022 Revenue Note and line of credit (see Note 8) also require Homestead to meet certain financial covenants. At June 30, 2024 and 2023, Homestead was in compliance with these covenants. Homestead has an irrevocable standby letter of credit with First National Bank in the amount of $164,393 related to the issuance of the Series 2022 Revenue Note.

On February 28, 2024, Homestead entered into a note payable (Series 2024 Revenue Note) with First National Bank and National Finance Authority (the Finance Authority) with a principal sum not to exceed $8,000,000. Homestead, First National Bank, and the Finance Authority entered into a purchase agreement whereby First National Bank agreed to purchase and the Business Finance Authority agreed to sell to First National Bank the Finance Authority's Series 2024 Revenue Note. Monthly payments of principal plus interest tied to an interest rate swap with an index of 82% of one-month USD-SOFR CME Term (5.68% at June 30, 2024) are due until March 2034.

Note 7 - Long-Term Debt (continued)

The Series 2024 Revenue Note is secured by a mortgage lien on, and security interest in, substantially all of Homestead's property and equipment and a pledge of gross revenues. The Series 2024 Revenue Note also requires Homestead to meet certain financial covenants. At June 30, 2024, Homestead was in compliance with these covenants. Homestead has an irrevocable standby letter of credit with First National Bank in the amount of $1,068,037 related to the issuance of the Series 2024 Revenue Note.

Note 8 - Line of Credit

Homestead has a $500,000 working capital line of credit with Fulton Bank. The line of credit bears interest at one-month USD-SOFR CME Term plus 1.50% (6.83% and 6.65% at June 30, 2024 and 2023, respectively). There were no borrowings on the working capital line of credit at June 30, 2024 or 2023. The working capital line of credit is secured by a mortgage lien on, and security interest in, substantially all of Homestead's existing property and equipment and a pledge of gross revenues.

Note 9 - Derivative Contracts

Homestead entered into an interest rate swap agreement as of February 2, 2022 with a notional value of $14,977,896 and $15,859,433 at June 30, 2024 and 2023, respectively, to hedge its exposure of interest rate fluctuation on its variable interest rate debt. The interest rate swap agreement requires Homestead to make or receive payment based on the difference between the fixed rate of 2.83% and the floating rate of 82% of one-month USD-SOFR CME Term, which is amortized monthly through February 15, 2034, consistent with the terms of Homestead's long-term debt. In accordance with ASC 815, Homestead recorded a derivative asset of $1,484,201 and $1,438,400 as of June 30, 2024 and 2023, respectively, which is included in interest rate swap assets on the consolidated balance sheet. The asset represents the present value of the increase in interest over the remaining term of the long-term debt as valued by the financial institution. Homestead recognized a corresponding gain on interest rate swap on the consolidated statement of operations of $45,801 and $567,323, respectively, for the years ended June 30, 2024 and 2023.

Homestead entered into an interest rate swap agreement as of February 28, 2024 with a notional value of $8,000,000 at June 30, 2024 to hedge its exposure of interest rate fluctuation on its variable interest rate debt. The interest rate swap agreement requires Homestead to make or receive payment based on the difference between the fixed rate of 4.67% and the floating rate of 82% of one-month USD-SOFR CME Term, which is amortized monthly through March 1, 2034, consistent with the terms of Homestead's long-term debt. In accordance with ASC 815, Homestead recorded a derivative liability of $131,462 as of June 30, 2024, which is included in interest rate swap assets on the consolidated balance sheet. The liability represents the present value of the decrease in interest over the remaining term of the long-term debt as valued by the financial institution. Homestead recognized a corresponding loss on interest rate swap on the consolidated statement of operations.

Derivative financial instruments are subject to various risks similar to non-derivative financial instruments, including market, credit, and liquidity. Risks may arise from unanticipated movements in interest rates or the ability of the counterparty to meet its obligations under the interest rate swap agreement due to the occurrence of a credit event.

Note 10 - Accrued Expenses

Accrued expenses are as follows at June 30:

	2024	2023
Payroll and payroll taxes	**$ 456,001**	$ 152,985
Paid time off	**210,680**	214,340
Other	**-**	51,909
	$ 666,681	$ 419,234

Note 11 - Retirement Plan

Homestead sponsors a defined contribution retirement plan. Homestead's contributions to the plan were $88,949 and $70,246 for the years ended June 30, 2024 and 2023, respectively.

Note 12 - Net Assets with Donor Restrictions

Net assets are available for the following purposes as of June 30:

	2024	2023
Subject to the Passage of Time or Expenditure for Specified Purpose		
Special projects	**$ 180,791**	$ 199,580
Endowment net assets	**5,143,127**	4,477,556
	$ 5,323,918	$ 4,677,136

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes.

Note 13 - Net Assets in Endowment Funds

Homestead's endowments consist of funds established for a variety of reasons and purposes. Its endowments include donor-restricted endowment funds only. As required by generally accepted accounting principles in the United States of America, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Note 13 - Net Assets in Endowment Funds (continued)

Interpretation of Relevant State Law

The Board of Directors of Homestead interpret relevant state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund absent explicit donor stipulations to the contrary. As a result of this interpretation, Homestead classifies as net assets with donor restrictions restricted in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, and (d) the remaining portion of the endowment fund with donor restrictions that is not classified in net assets restricted in perpetuity is classified as purpose-restricted net assets until those amounts are appropriated for expenditure by Homestead in a manner consistent with the standard of prudence prescribed by the relevant state law.

Unless specifically defined by a donor-restricted endowment fund required by donor stipulation, Homestead considers the following factors in making a determination to accumulate or appropriate endowment funds:

A. The duration and preservation of the fund

B. The purposes of Homestead and the donor-restricted endowment fund

C. General economic conditions

D. The possible effect of inflation and deflation

E. The expected total return from income and appreciation of investments

F. Other resources of Homestead

G. The investment policies of Homestead

The following schedule represents the changes in endowment net assets for the years ended June 30:

	With Donor Restrictions
Endowment Net Assets at June 30, 2022	$ 4,289,822
Contributions	320,275
Releases from restrictions	(123,718)
Investment gains	190,757
Endowment Net Assets at June 30, 2023	4,677,136
Contributions	**361,088**
Releases from restrictions	**(165,883)**
Investment gains	**451,577**
Endowment Net Assets at June 30, 2024	**$ 5,323,918**

Note 13 - Net Assets in Endowment Funds (continued)

Underwater Endowment Funds

The fair value of assets associated with individual endowment funds with donor restrictions may fall below the level that the donor or the relevant state law requires Homestead to retain as a fund of perpetual duration. In accordance with Homestead's investment policy, endowment funds with donor restrictions are reported at the original value of initial and subsequent gifts (see Interpretation of Relevant State Law paragraphs). As a result, there were no deficiencies reported as of June 30, 2024 and 2023.

Return Objectives and Risk Parameters

Homestead has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowments while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Homestead must hold in perpetuity or for a donor-specified period(s). Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that preserve principal while assuming a low to moderate level of investment risk. Homestead expects its endowment funds, over time, to provide an average rate of return of approximately 2% to 4% annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

Homestead relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Homestead targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Spending Policy and How the Investment Objectives Relate to the Spending Policy

Homestead has a policy of appropriating restricted net assets for distribution on an as-needed basis. The amount needed to fund distributions will first be taken from any accumulated excess earnings from prior years and then from current year investment earnings. Any undistributed income is added back to the purpose-restricted net assets balance. Over the long term, Homestead expects the current spending policy to preserve the principal. This is consistent with Homestead's objective to maintain the principal of the endowment assets to be held in perpetuity or for a specified term as well as to provide additional growth through new gifts.

Note 14 - Medical Malpractice Claims Coverage

Homestead 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 Homestead's insurance coverage or have a material adverse effect on the consolidated financial statements.

Note 15 - Concentrations of Credit Risk

Homestead maintains cash accounts which, at times, exceed federally insured limits. Homestead 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.

Homestead grants credit without collateral to its residents, some of whom are insured under third-party payor agreements, primarily with Medical Assistance, Medicare, and various commercial insurance companies.

Note 16 - Commitments and Contingencies

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 interpretations 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 Homestead, if any, are not determinable.

Litigation

In the normal course of business, Homestead is a party to various claims and legal proceedings. Management of Homestead, after consultation with legal counsel, does not believe that the resolution of these matters will have a material adverse effect upon Homestead's financial condition or results of operations.

Self-Insured Health Insurance

Homestead sponsors a self-funded employee benefit plan to provide healthcare benefits and services for its eligible employees and their dependents. Homestead contracts with a third-party administrator to provide certain administrative and other services in connection with the plan. The contract also provides for a schedule of excess loss of $60,000 per participant and $1,000,000 in the aggregate at June 30, 2024 and 2023. Homestead believes all costs associated with the self-insured program have been properly recorded at June 30, 2024 and 2023.

Construction Contract

In February 2024, Homestead entered into a construction contract for an amount not to exceed $8,000,000. At June 30, 2024, $4,902,743 remained to be billed on the construction contract.

Note 17 - Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to one or more program and support function. Therefore, these expenses required allocation on a reasonable basis that is consistently applied. Allocation of Homestead's functional expenses were as follows for the years ended June 30:

	2024			
	Resident Services	General and Administrative	Fundraising	Total
Salaries and wages	$ 8,210,402	$ 1,272,437	$ 105,730	$ 9,588,569
Professional services	4,051,974	-	-	4,051,974
Depreciation	3,462,795	214,305	-	3,677,100
Employee benefits and payroll taxes	2,566,983	495,438	20,861	3,083,282
Other operating expenses	1,735,825	646,572	58,152	2,440,549
Nursing supplies and other	1,365,017	-	-	1,365,017
Utilities	1,079,668	64,621	-	1,144,289
Repairs and maintenance	650,496	94,251	-	744,747
Supplies	445,651	90,960	-	536,611
Interest	483,199	-	-	483,199
Activities and functions	214,006	123,113	-	337,119
	$ 24,266,016	$ 3,001,697	$ 184,743	$ 27,452,456

	2023			
Salaries and wages	$ 7,687,139	$ 1,191,342	$ 98,992	$ 8,977,473
Depreciation	3,566,601	-	-	3,566,601
Professional services	2,872,432	177,769	-	3,050,201
Employee benefits and payroll taxes	2,355,682	454,656	19,144	2,829,482
Other operating expenses	1,401,173	521,919	46,941	1,970,033
Nursing supplies and other	1,034,797	-	-	1,034,797
Utilities	1,010,494	60,481	-	1,070,975
Repairs and maintenance	851,291	123,344	-	974,635
Supplies	673,684	137,502	-	811,186
Interest	508,812	-	-	508,812
Activities and functions	345,146	198,555	-	543,701
	$ 22,307,251	$ 2,865,568	$ 165,077	$ 25,337,896

Note 18 - CARES Act and ARPA Relief Fund Payments

On March 27, 2020, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which established the CARES Act Provider Relief Fund (PRF) to provide relief funds to hospitals and other healthcare providers on the front lines of the COVID-19 response. PRF payments have been distributed to Homestead through the U.S. Department of Health and Human Services. The CARES Act also established the Coronavirus Relief Fund (CRF) to provide for payments for specified uses to state, local, and tribal governments. CRF payments have been distributed to Homestead through the Pennsylvania Department of Human Services. On March 11, 2021, the American Rescue Plan Act (ARPA) was enacted, which established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) to cover costs incurred as a result of the recovery efforts related to the COVID-19 pandemic. SLFRF payments have been distributed to Homestead through the Pennsylvania Department of Human Services.

Providers receiving payments from the PRF, CRF, and SLFRF are required to agree to terms and conditions and will be required to comply with reporting requirements prescribed by the funding body related to specified uses of the funds and expenditure timelines. Any portion of the funds not expended in accordance with the applicable terms and conditions must be returned. Payments recognized in revenues from the PRF, CRF, and SLFRF totaled $80,045 and $845 for the years ended June 30, 2024 and 2023, respectively. Unexpended payment amounts reported as refundable advances in the consolidated balance sheet were $-0- and $74,106 at June 30, 2024 and 2023, respectively.

Note 19 - Reclassifications

Certain items in the 2023 consolidated financial statements have been reclassified to conform to the 2024 consolidated financial statement presentation. These reclassifications had no effect on the changes in net assets as previously reported in 2023.

Note 20 - Subsequent Events

Homestead has evaluated subsequent events through February 5, 2025. This date is the date the consolidated financial statements were available to be issued. The following material event subsequent to June 30, 2024 was noted.

On December 11, 2024, Homestead entered into a $52,000,000 financing agreement for the construction of approximately 73 independent living and personal care apartment units.

No other material events subsequent to June 30, 2024 were noted.

Homestead Village, Inc.

Consolidating Balance Sheet

	June 30, 2024			
	HSV	HC	Eliminations	Total
Assets				
Current Assets				
Cash and cash equivalents	$ 7,242,145	$ 545,748	$ -	$ 7,787,893
Certificates of deposit	10,677,081	-	-	10,677,081
Accounts receivable, net	957,210	46,323	-	1,003,533
Prepaid expenses	580,631	20,949	-	601,580
Total Current Assets	19,457,067	613,020	-	20,070,087
Assets Whose Use is Limited				
Donor-restricted	5,323,918	-	-	5,323,918
Statutory minimum liquid reserve requirement	2,201,247	-	-	2,201,247
Total Assets Whose Use is Limited	7,525,165	-	-	7,525,165
Property and Equipment, Net	76,488,372	362	-	76,488,734
Interest Rate Swap Assets	1,352,739	-	-	1,352,739
Deferred Marketing Costs, Net	164,727	-	-	164,727
Total Assets	$ 104,988,070	$ 613,382	$ -	$ 105,601,452

Homestead Village, Inc.

Consolidating Balance Sheet (continued)

	June 30, 2024			
	HSV	HC	Eliminations	Total
Liabilities and Net Assets				
Current Liabilities				
Current portion of long-term debt, net of current portion of deferred financing costs	$ 934,077	$ -	$ -	$ 934,077
Accounts payable - trade	842,936	(56)	-	842,880
Accounts payable - construction	55,014	-	-	55,014
Health insurance claims	801,548	-	-	801,548
Refundable advances	-	-	-	-
Accrued expenses	666,681	-	-	666,681
Total Current Liabilities	3,300,256	(56)	-	3,300,200
Other Liabilities				
Long-term debt, net of current portion and unamortized deferred financing costs	16,817,997	-	-	16,817,997
Deferred revenue from advanced fees	71,320,079	-	-	71,320,079
Prospective resident deposits	3,087,984	-	-	3,087,984
Total Other Liabilities	91,226,060	-	-	91,226,060
Total Liabilities	94,526,316	(56)	-	94,526,260
Net Assets				
Without donor restrictions	5,137,836	613,438	-	5,751,274
With donor restrictions	5,323,918	-	-	5,323,918
Total Net Assets	10,461,754	613,438	-	11,075,192
Total Liabilities and Net Assets	$ 104,988,070	$ 613,382	$ -	$ 105,601,452

Homestead Village, Inc.

Consolidating Statement of Operations

	June 30, 2024			
	HSV	HC	Eliminations	Total
Revenues, Gains, and Other Support without Donor Restrictions				
Resident services	$ 25,956,618	$ 258,605	$ -	$ 26,215,223
Investment income	867,122	-	-	867,122
Other operating revenues	1,920,064	-	-	1,920,064
Net assets released from restrictions used for operations	165,883	-	-	165,883
Total Revenues, Gains, and Other Support without Donor Restrictions	28,909,687	258,605	-	29,168,292
Expenses				
Nursing care services	7,309,917	4,693	-	7,314,610
Dietary	3,412,612	-	-	3,412,612
Operation of plant	5,147,855	379	-	5,148,234
Administrative	4,458,052	6,605	-	4,464,657
Marketing	869,182	-	-	869,182
Housekeeping	792,035	-	-	792,035
Resident activities, services, and volunteers	686,911	-	-	686,911
Laundry and linen	211,843	-	-	211,843
Social services	194,830	-	-	194,830
Depreciation	3,677,100	-	-	3,677,100
HomeCare services	3,726	193,517	-	197,243
Interest	483,199	-	-	483,199
Total Expenses	27,247,262	205,194	-	27,452,456
Operating Income	1,662,425	53,411	-	1,715,836
Other Changes				
Net asset transfer	(173,735)	173,735	-	-
Change in net unrealized gains on investments	280,300	-	-	280,300
Loss on interest rate swaps	(85,661)	-	-	(85,661)
Total Other Changes	20,904	173,735	-	194,639
Changes in Net Assets without Donor Restrictions	$ 1,683,329	$ 227,146	$ -	$ 1,910,475

APPENDIX M

Homestead Village, Inc.
Income Statement
Fiscal Year Ended June 30, 2024

	2024 Pro Forma	*2024 Actual*	*2025 Pro Forma*	*2024 Variance Actual minus Pro Forma*	*% Increase/ Decrease*
Operating Revenues:					
Resident service, including amortization of advance fees	$25,292,483	$27,489,896	$30,494,859	$2,197,414	9%
Non-Resident Revenue	$401,096	$422,256	$389,775	$21,160	5%
Contributions	$300,000	$252,868	$300,000	($47,132)	-16%
Interest earned & Investment income	$250,000	$1,197,911	$644,151	$947,911	379%
Total revenue	**$26,243,579**	**$29,362,932**	**$31,828,785**	**$3,119,353**	**12%**
Operating Expenses:					
Salaries, Wages & Employee Benefits	$12,842,635	$12,785,570	$12,862,166	($57,066)	0%
Nursing Care Services	$1,128,805	$1,289,364	$1,232,316	$160,559	14%
Dining Services	$2,741,000	$3,395,541	$3,758,392	$654,541	24%
Operation of Plant	$2,011,955	$2,120,351	$1,903,736	$108,396	5%
Housekeeping	$80,550	$73,550	$89,700	($7,000)	-9%
Laundry	$48,000	$33,983	$40,775	($14,017)	-29%
Administrative	$2,415,279	$2,469,924	$2,927,286	$54,645	2%
Marketing	$479,359	$549,454	$349,390	$70,095	15%
Resident Services	$619,684	$659,031	$642,087	$39,347	6%
Depreciation Expense	$3,779,568	$3,611,037	$3,789,234	($168,531)	-4%
Amorization	$12,850	$13,920	$14,667	$1,071	8%
Interest	$516,770	$450,732	$1,029,501	($66,038)	-13%
Total expenses	**$26,676,455**	**$27,452,456**	**$28,639,250**	**$776,001**	**3%**
Increase (decrease) in Net Assets	**($432,876)**	**$1,910,475**	**$3,189,535**	**$2,343,351**	