

**NORTHEAST SNF OPERATIONS, LLC**

773 East Haverford Road

Bryn Mawr, PA 19010

A Licensed Continuing Care Retirement Community Providing

**Independent Living**

**Personal Care**

**Nursing Care**

**DISCLOSURE STATEMENT**

**Bryn Mawr Village**

773 East Haverford Road

Bryn Mawr, PA 19010

December 31, 2025



THE ISSUANCE OF CERTIFICATE OF AUTHORITY BY THE INSURANCE DEPARTMENT OF PENNSYLVANIA DOES NOT CONSTITUTE THAT DEPARTMENT'S APPROVAL, NOR IS IT EVIDENCE OF, NOR DOES IT ATTEST TO, THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT.

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**Tab B1** – Biographical Description of the Directors, Nursing Home Administrator, Medical Director, and Manager

**Tab B2** – A copy of the Bryn Mawr Village Independent Living Resident Agreement

**Tab B3** – Last Two Years' Financial Statements

**Tab B4** – Pro Forma Statement with Budget

**Tab B5** – Notice of Right to Rescind

## I. INFORMATION SUMMARY

|                      |                                  |                                                |
|----------------------|----------------------------------|------------------------------------------------|
| 1. <b>Facility -</b> | Bryn Mawr Village                | 773 East Haverford Road<br>Bryn Mawr, PA 19010 |
| 2. <b>Provider -</b> | Northeast SNF Operations,<br>LLC | 773 East Haverford Road<br>Bryn Mawr, PA 19010 |

3. **Admissions Contact** – Please call (610) 525-8300 and ask to speak to the Administrator.
4. **Property** – Bryn Mawr Village offers independent living, skilled nursing care and personal care in Haverford Township, Delaware County, a suburb of Philadelphia, Pennsylvania. The entire campus is six acres of land. The skilled nursing facility has 120 licensed and Medicare-certified skilled nursing beds on the upper level of a three-story building. Independent living is provided in the residential wing which contains eight suites. The suites are licensed for personal care home services for those who require assistance with activities of daily living, as well as independent living services. An additional secured dementia personal care unit has 25 licensed personal care private and semi-private units. The Personal Care Home is licensed for 33 residents in total.
5. **Admission Age-** The minimum age for admission to the independent living units at Bryn Mawr Village is sixty-five years of age. If a spouse is under the age of sixty-five, they may be admitted along with the primary resident.
6. **Affiliations** – Northeast SNF Operations, LLC has no affiliations with other not-for-profit entities other than its own organization and parent entities. Those affiliated entities are separate Not-for-Profit Corporations and Limited Liability Companies that are not responsible for the financial and contractual obligations of the Provider.
7. **Resident Population-** Residents by type of accommodation are listed below.

|                           | <b>Units/Beds</b> | <b>Residents</b> |
|---------------------------|-------------------|------------------|
| Bryn Mawr Village         |                   |                  |
| Skilled nursing on Campus | 120               | 31               |
| Independent Living        | 8                 | 0                |
| Personal Care             | 33                | 8                |

8. **Sample of Fees:** 30 days' notice will be provided for any increases in rates and will be distributed to all CCRC residents and will be attached to the back of this Disclosure Statement as Supplement "A".

**Please note:** The Entrance Fee or any portion of the Entrance Fee will not be accepted prior to the date of occupancy by the resident even though this Agreement may have been executed in advance of that date.

|                            | <b>Entrance Fee</b> | <b>Monthly Fee</b> |
|----------------------------|---------------------|--------------------|
| A. Single Occupancy Suite: | \$34,320            | \$2,860            |

## **II. DESCRIPTION OF FACILITY**

Northeast SNF Operations, LLC d/b/a Bryn Mawr Village is the Provider and operator of the 120-bed licensed Skilled Nursing Facility. It is a Delaware nonprofit Limited Liability Company, which is registered to do business in Pennsylvania. The licensed Personal Care Home and Independent Living Units are operated by Northeast PC Operations, LLC, also a Delaware non-profit Limited Liability Company which is registered to do business in Pennsylvania. Both Northeast SNF Operations, LLC and Northeast PC Operations, LLC are related by common ownership and have one sole member, Haverford Holding Company, Inc., which is a Florida Non-Profit corporation. The Independent Living Units, Personal Care Home and Skilled Nursing Facility are all housed in the same building. The Skilled Nursing Facility has 120 licensed and Medicare-certified skilled nursing beds on the upper level of a three-story building. Independent living is provided in the residential wing, which contains eight suites. The suites are licensed for personal care home services for those who require assistance with activities of daily, as well as independent living services. An additional secured dementia personal care unit (Memory Care) has 25 licensed personal care private and semi-private units. No Independent Living resident will reside in Memory Care. The Personal Care Home is licensed for 33 residents in total. The Real Property for Bryn Mawr Village is owned by Haverford Property Holding, LLC, its sole Member also being Haverford Holding Company, Inc.

## **III. OFFICERS AND BOARD OF MANAGERS OF NORTHEAST SNF OPERATIONS, LLC**

Leizer Gewirtzman is the President and a Member of the Board of Managers and Officers of the Provider. The other members of the Board of Managers are Evan Lahasky and Akiko Ike. The Administrator of the Skilled Nursing Facility is Chavonne Moss, NHA and the Medical Director is Dr. Lewis. A brief biographical description of the remaining members of the Board of Managers, the Medical Director, the Nursing Home Administrator, and the Manager are attached hereto at **Tab B1**.

Northeast SNF Operations, LLC has contracted with Compassionate Care Healthcare Consultants LLC, a Pennsylvania for-profit Management company to provide management services. Charles Light is the Managing Member of Compassionate Care Healthcare Consultants LLC.

Unless disclosed herein, no officer, director, manager, or other person having 10% or greater beneficial or equity interest in the Provider, has 10% or greater interest in a professional service, firm, association, trust, partnership, or corporation which has or presently intends to provide goods, leases, or services to the facility of a value of \$500 or more, within any year.

None of the individuals listed above, including those listed at **Tab B1**, have been convicted of a felony or pled *nolo contendere* to a felony charge or have been held liable or enjoined in a civil action by final judgement involving fraud, embezzlement, fraudulent conversion, or misappropriation of property. The business address of these individuals is 773 East Haverford Road, Bryn Mawr, PA 19010.

#### **IV. ADMINISTRATION**

Chavonne Moss is the Nursing Home Administrator of the Health Care Center and is responsible for the day-to-day management of the nursing facility and CCRC and all patient/resident care on behalf of Bryn Mawr Village.

#### **V. AFFILIATIONS**

Northeast SNF Operations, LLC has no affiliations with other not-for-profit entities other than its own organization and parent entities. Those affiliated entities are separate Not-for-Profit Corporations and Limited Liability Companies that are not responsible for the financial and contractual obligations of the provider.

#### **VI. DESCRIPTION OF PROVIDER**

Northeast SNF Operations, LLC is a Delaware nonprofit Limited Liability Company registered to do business in Pennsylvania. Northeast's sole Member is Haverford Holding Company, Inc., a Florida not for profit corporation. Northeast SNF Operations, LLC was established for charitable purposes including the operation of the Provider's facilities with suitable facilities for dining, medical treatment, nursing care, personal care and other services designed to meet the spiritual, mental, physical, social, and psychological needs of residents of the facilities.

The Owner of the Real Property upon which the Provider facilities are located is Haverford Property Holdings LLC, which is related to Northeast SNF Operations, LLC by having the same Board of Managers and Having the same sole Member, Haverford

Holding Company, Inc. Haverford Property Holdings LLC is a Delaware non-profit Limited Liability Company which is registered to do business in Pennsylvania. Upon closing on the sale of the Real Property, Haverford Property Holdings LLC assumes a Mortgage loan in the original principal amount of Eight Million Four Hundred Sixty-Eight Thousand Seven Hundred Dollars (\$8,468,700) insured by the Federal Housing Administration (“FHA”) an organizational unit of the United States Department of Housing and Urban Development (“HUD”) under Section 232 pursuant to Section 223(f) of the National Housing Act.

## VII. SERVICES

The residents of Bryn Mawr Village’s independent living units can enjoy the common areas of the skilled nursing facility located on the community’s campus and all activities offered. Bryn Mawr’s independent living units are fully furnished apartments with wall-to-wall carpet, individually controlled heating and air conditioning, cable TV and a telephone connection. Services included in the monthly fee are on-site parking, priority access to the Skilled Nursing Facility, organized recreational activities and events, housekeeping and laundry services, scheduled group transportation and three daily meals. Bryn Mawr Village will also take care of all preventive maintenance on the unit as well as the building and grounds. All these services are included as part of the maintenance fees charged to Bryn Mawr Village’s independent living residents.

Bryn Mawr Village’s Resident Living Agreements are not life-care contracts. Residents moving from independent living to skilled nursing care, or the personal care home are responsible for paying the per-diem rates of that level of care. However, residents who entered into an independent living agreement have priority admission to the Skilled Nursing Facility should that level of care be required. *See*, Bryn Mawr Village Independent Living Resident Agreement attached hereto as **Tab B2**.

## VIII. FEES AND CHARGES - as of December 31, 2025

30 days’ notice will be provided for any increases in rates and will be distributed to all CCRC residents and will be attached to the back of this Disclosure Statement as Supplement “A”.

**Please note:** The Entrance Fee or any portion of the Entrance Fee will not be accepted prior to the date of occupancy by the resident even though this Agreement may have been executed in advance of that date.

### **Independent Living on a Continuing Care Basis**

| <u>Apartment Type</u>  | <u>Entrance Fee</u> | <u>Monthly Fee</u> |
|------------------------|---------------------|--------------------|
| Single-Occupancy Suite | \$34,320            | \$2,860            |

|                        |          |         |
|------------------------|----------|---------|
| Double Occupancy Suite | \$57,600 | \$4,800 |
|------------------------|----------|---------|

\*Tier One Personal Care Services are offered to Independent Living Residents at no additional charge and are covered by the Monthly Fee. Tier Two Personal Care Services are provided in accordance with that attached Addendum A.

**Skilled Nursing**

|                   |               |
|-------------------|---------------|
| Semi-Private Room | \$384 per day |
| Private Room      | \$451 per day |
| Nursing Suite     | \$453 per day |

**Personal Care**

|                                                                    |         |
|--------------------------------------------------------------------|---------|
| Personal Care Room and Board                                       | \$3,500 |
| (Care Level 1 - \$350; Care Level 2 - \$550; Care Level 3 - \$750) |         |
| Single Occupancy Studio (Memory Care)                              | \$7,564 |
| Double Occupancy companion (Memory Care)                           | \$4,855 |

**Dollar Increases in Rates**

| Levels of Care                               | 2021 | 2022 | 2023 | 2024 | 2025 |
|----------------------------------------------|------|------|------|------|------|
| Independent Living<br>Single Occupancy Suite | 0    | 0    | 0    | 0    | 0    |
| Independent Living<br>Double Occupancy Suite | 0    | 0    | 0    | 0    | 0    |

**IX. RESERVE FUNDING**

Northeast SNF Operating, LLC will maintain such liquid reserves as are required by the Continuing Care Provider Registration and Disclosure Act (hereinafter “Act”). These funds are invested in financial instruments that are easily converted to cash such as Certificates of Deposit insured by insurance financial institutions, Money market Funds issued by a regulated investment company, other acceptable securities, and commercial paper to assure liquidity. Currently, President of Northeast SNF Operating, LLC, Leizer Gewirtzman is responsible for investing these funds and the Board of Managers reviews/evaluates and makes changes as necessary.

**X. CERTIFIED FINANCIAL STATEMENT**

The Audited Financial Statements are attached hereto at **Tab B3**.

Also attached at **Tab B4** is a Pro Forma describing the budget for 2025 as compared to the actual results for 2025, along with a budget for 2026.

## **XI. RIGHT TO RESCIND**

Prospective residents have the right to cancel the occupancy agreement by following the terms outlined in the notice attached as **Tab B5**.

## **XII. ADMISSIONS AGREEMENT**

A copy of the independent living resident agreement is attached hereto as **Tab B2**.

## **XIII. ESCALATION OF RENTS**

Charges that are paid in one lump sum shall not be increased or changed during the duration of the agreed upon care, except for changes by State or Federal assistance programs.

## RECEIPT

The undersigned hereby acknowledges delivery and receipt of Bryn Mawr Village Disclosure Statement dated \_\_\_\_\_ and all attachments including a copy of the Independent Living Resident Agreement and the Notice of Right to Rescind.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Signature of Co-Resident (if applicable)

\_\_\_\_\_  
Signature of Responsible Party / Family Member (if applicable)

\_\_\_\_\_  
Date

**TAB B1**

## **BIOGRAPHICAL DESCRIPTIONS OF THE ADMINISTRATOR, MEDICAL DIRECTOR, BOARD OF MANAGERS, AND MANAGER OF NORTHEAST SNF OPERATIONS LLC**

The Administrator of Northeast SNF Operations LLC d/b/a Bryn Mawr Village is Chavonne Moss. Ms. Moss is a 2013 graduate of American InterContinental University where she earned her Master of Business Administration degree. In 2019, she became a licensed Nursing Home Administrator and began her career serving in that function at Maplewood Nursing Center in Philadelphia, Pennsylvania in 2020. She has since served as licensed Nursing Home Administrator in Philadelphia area nursing facilities including Meadowview Nursing and Rehabilitation Center and Brinton Manor Nursing and Rehabilitation Center.

The Medical Director of Northeast SNF Operations LLC d/b/a Bryn Mawr Village is Dr. Stephen Lewis. Dr. Lewis graduated from Villanova University, located in Villanova, PA, with a Bachelor of Science degree in 1987. Dr. Lewis graduated from the University of New England College of Osteopathic Medicine, located in Biddeford, Maine, with a Doctor of Osteopathic Medicine Degree in 1995. Stephen obtained his Medical License from the PA Department of State in 1996. He is an active member of the American Medical Directors Association, Pennsylvania Medical Directors Association, and the Pennsylvania Osteopathic Medical Association. Dr. Lewis is an Owner/Partner of Main Line Medical Group, Ltd.

Akiko Ike is a Board Member of Northeast SNF Operations, LLC, the Personal Care Home operator Northeast PC Operations, LLC and a Member of the parent corporation of both entities, Haverford Holding Company, Inc. Ms. Ike is 1991 graduate of School of Nursing at the Osaka City University Medical School in Osaka Japan where she earned her Technical Degree for Nursing. She began her nursing career as a Staff Nurse at Kobe University Hospital in Kobe Japan in April of 1991. Ms. Ike went on to work as a Staff Nurse and Charge Nurse and Charge Nurse in Osaka at Osaka University Hospital from 1994 to 1998. In 2005 Ms. Ike began her career as a licensed nurse in the United States at Mount Sinai Medical Center in New York where she was a clinical Nurse from 2005 to 2011. Ms. Ike is a licensed professional nurse with training and certifications from multiple countries. She is currently licensed in the United States and Japan. Akiko's versatile training and clinical knowledge have been a big part of her success in becoming a leader in the clinical space and an international philanthropist. Today, Akiko owns and operates nine healthcare facilities in four states. Her strong ambition and strive for clinical excellence play an integral role in the accomplishments of her team leaders, facility staff, patients and their families.

Leizer Gewirtzman is a Board Member and the President of Northeast SNF Operations, LLC.

Evan Lahasky is a Board Member of Northeast SNF Operations, LLC.

Charles Light is the Managing Member of Compassionate Care Healthcare Consultants LLC, which provides consulting and management services to Northeast SNF Operations, LLC.

**TAB B2**

# **BRYN MAWR VILLAGE**

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**(B) Double Occupancy**

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**NOTICE OF RIGHT TO RECIND**

## DEFINITIONS OF WORDS AND PHRASES

### **SECTION A**

**ADDITIONAL OCCUPANT:** An individual who, after Resident takes occupancy applies and is accepted for admission to the Community to occupy as a Co-Resident the living unit.

**ASSIGNMENT OF INSURANCE:** The granting of authority to the Community to apply for and collect insurance benefits from Resident's insurance carrier(s) for services furnished to Resident or on Resident's behalf by Community.

**CHIEF EXECUTIVE OFFICER OR CEO:** The individual responsible for the day-to-day operations of THE COMMUNITY.

**CONTINUED CARE:** The provision by the Community of living accommodations and care for Resident in a living unit and, if available, in the Personal Care Residence or Health Center, until termination of this Agreement.

**CO-RESIDENT:** One of two individuals who signs as Resident to occupy initially one living unit.

**DAILY ROOM AND BOARD RATE:** The daily charge for routine health care services. It does not include charges for ancillary or miscellaneous services. Routine health care services are in semi-private accommodations. There is an additional charge for private accommodations.

**DESIGNATED OCCUPANCY DATE:** The date designed by the Community on which Resident must accept occupancy of the living unit.

**DOUBLE OCCUPANCY:** Two individuals initially residing in a living unit as co-Residents.

**DOUBLE OCCUPANCY FEE:** The additional fee for a second occupant of the living unit. This charge is included in the Monthly Fee.

**ENTRANCE FEE:** The fee for admission to the Community.

**HEALTH CENTER:** The licensed nursing care facility of the Community.

**LIVING ACCOMMODATION:** The living unit or nursing care bed provided for occupancy by Resident.

**LIVING UNIT:** A room or combination of rooms in the Community provided for occupancy by Resident that does not include nursing facility services.

**MEDICAL DIRECTOR:** The physician designed by THE COMMUNITY to supervise the medical affairs of the Community and residents.

**MONTHLY FEE:** The monthly charge for occupancy of a living unit. In situations of double occupancy, it includes the Double Occupancy Fee.

**OCCUPANCY:** The right to possession and use of the living accommodation.

**RATE SCHEDULE:** The Community publication reflecting current charges for services rendered by Community.

**RESIDENT HANDBOOK:** The Community publication reflecting the rules, regulations, policies and administrative procedures of the Community. Resident is obligated to comply with the Community's rules, regulations, policies and procedures reflected in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights, and it is subject to change from time to time.

**SINGLE OCCUPANCY:** One individual initially residing in the living unit.

**SURRENDER:** To cease to occupy a living accommodation, to remove all possessions from it, and to return all keys for it.

## **THE COMMUNITY RESIDENCY AGREEMENT**

THIS RESIDENCY AGREEMENT (called “Agreement”), made this \_\_\_\_\_, 20\_\_ between Northeast SNF Operations LLC d/b/a Bryn Mawr Village (also called “Community”) and

\_\_\_\_\_ (called “Resident”, and when two individuals sign this Agreement for double occupancy, they are called collectively “Resident: where the context permits, and individually “Co-Resident) for admission of Resident to the Community for occupancy.

### **RECITALS:**

The Community consisting of a licensed and Medicare certified skilled nursing facility, a licensed personal care facility containing a separated Secured Memory Care Unit and separate independent living units for residents who do not require nursing facility services but may require personal care services; and,

Resident has applied for admission to the Community, and,

The Community has reviewed and accepted Resident’s application subject to the execution of this Agreement.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, the Community and Resident agree as follows:

### **SECTION 1: LIVING ACCOMODATIONS AND FACILITIES**

#### **1.1 Living Accommodations and Term.**

The Community shall provide Resident with the living accommodations, specifically unit number \_\_\_\_\_ at the combination independent living and personal care facility commonly known as Bryn Mawr Village, with a mailing address of \_\_\_\_\_, 773 E. Haverford Rd. Bryn Mawr, PA 19010 (hereinafter “Unit”) and common facilities and services specified in this Agreement, beginning on the Designated Occupancy Date or actual date of occupancy, whichever is earlier, and continuing until the termination of this Agreement.

#### **1.2 Common Facilities.**

Resident may use in common with others the social and recreational facilities, grounds, and other facilities provided by the Community for all residents.

#### **1.3 Personal Care.**

The Community shall at all times maintain its license to operate a personal care facility at the Community. Tier One personal care services will be provided in the living unit at no additional charge, and Tier Two services are available at an additional daily fee. This additional fee is outlined in the Community’s annual disclosure statement

filed with the Pennsylvania Department of Insurance each year and which is furnished to all residents each year. This paragraph is subject to the provisions of Section 8 of this agreement, below.

1.4 Health Care Center

The Community shall operate a skilled nursing facility licensed by the Pennsylvania Department of Health at the Community for the delivery of health care services, which shall be available on a priority access basis to Residents whose care needs meet licensure requirements for this level of care as determined by the Community subject to State and Federal review (hereinafter “Health Center”).

1.5 Designated Occupancy Date.

The Community expects that a placement will be available for the resident’s occupancy \_\_\_\_\_ (the “Designated Occupancy Date”). The obligation to pay the Monthly Fee shall begin on the Designated Occupancy Date or upon occupancy, whichever is earlier, and the Entrance Fee is not due until the date of occupancy.

**SECTION 2: SERVICES**

2.1 Utilities.

The Community shall provide, heat, air-conditioning, hot and cold water, electricity, sewer and daily refuse collection. These services are included in the Monthly Fee.

The Community reserves the right to establish maximum usage levels on utilities, and to charge Resident for any excessive or unreasonable usage.

2.2 Assessments.

The Community may be assessed real estate taxes. Real estate taxes are included in the monthly fee. Monthly fee adjustments will reflect any increase in future assessments. Payment of a pro-rata portion of any real estate tax assessment does not give the Resident any interest in the land, improvements, or real estate of the Community.

2.3 Telephone.

The Community shall provide each resident with access to telephone service. All telephone service charges, including connection charges, are not included in the Monthly Fee and shall be paid by Resident.

2.4 Cable Television.

Basic cable television is included as part of the Monthly Fee. The Community shall provide residents with access to cable television connection(s) with basic cable service as disclosed in the Community’s annual Disclosure Statement filed with the Department of Insurance and a copy of which was provided and is available to any continuing care resident upon request. Additional channels or services may be available to you at an additional charge. Any additional services or channels chosen by you will be either added to your monthly statement or billed directly to you by the television cable services, company. These charges are the Resident’s responsibility.

2.5 Maintenance and Repair of Equipment.

The Community shall provide necessary repairs, maintenance and replacement of the Community's property, equipment and appliances, and these services are included in the Monthly Fee. Repairs, maintenance, and replacement of resident's property and furnishings shall be the responsibility of Resident and are not included in the Monthly Fee. Redecoration will be at the discretion of the Community and will be implemented as part of the Community's preventive maintenance program and is included in the Monthly Fee.

2.6 Maintenance of Grounds.

The Community shall provide grounds keeping, lawn care, snow removal and grounds lighting. These services are included in the Monthly Fee.

2.7 Insurance.

The Community shall provide insurance on the Community's property only. Resident is responsible to insure personal property and for the cost of such insurance.

2.8 Administration.

The Community shall provide administrative support services to implement the provisions of this Agreement. Administrative services are included in the Monthly Fee.

2.9 Food and Meals.

(a) Resident Meals. The Community shall make available three meals in the Community's dining facilities or, as necessary because of Resident's health or preference, in the Resident's room. Additional meals are available at an additional charge as detailed in the Community's Annual Disclosure Statement distributed to all current residents annually and all potential residents at the time of admission.

(b) Guest Meals. Guest meals will be available at an additional charge at rates determined by the Community.

2.10 Housekeeping.

The Community shall make available a limited housekeeping service for an additional fee.

2.11 Transportation.

The Community shall make available local transportation service in accordance with the schedule established by the Community for an additional fee.

2.12 Parking.

The Community shall provide one parking space for each living unit. Authorization for parking is contingent upon Resident registering the automobile with the Community.

2.13 Additional Miscellaneous Services.

Other miscellaneous services are available as part of the Monthly Fee or at an additional charge as provided for in the Community's annual Disclosure Statement

filed with the Department of Insurance and a copy of which was provided and is available to any continuing care resident upon request.

2.14 Changes in Service.

The Community reserves the right to alter services and will provide thirty (30) days advance notice of any changes in services.

### **SECTION 3: HEALTH AND PERSONAL CARE SERVICES**

3.1a Personal Care Provided Within Living Unit and its Attendant Costs

The Community shall at all times maintain its license to operate a personal care facility at the Community and for the Unit. Tier One Personal Care Services are provided to Independent Living residents at no additional charge. Tier Two Personal Care Services will be provided at an additional charge of \_\_\_\_\_ per day as set forth in Addendum A to the disclosure statement filed with the Pennsylvania Department of Insurance each year and which is furnished to all residents each year. Once the Community through its Medical Director determines that the resident is unable to perform all Activities of Daily Living, Personal Care Home services will be provided in the living unit in order to comply with the licensure requirements of the Pennsylvania Department of Human Services and subject to State review. Should the resident's needs require permanent transfer to the Memory Care Unit, the resident will be required to execute the Community's personal care agreement then in effect. The prevailing Memory Care monthly rates are outlined in the Community's annual disclosure statement filed with the Pennsylvania Department of Insurance each year and which is furnished to all residents each year. Ancillary charges are not included in the personal care monthly rate and will be provided at an additional fee. Ancillary services include the following: routine nursing care services in the Health Center, therapist, or rehabilitation services, physician services, diagnostic services, dental services, drugs and medications, private duty nurses or companions, care for psychiatric conditions, podiatry, refractions, eyeglasses, hearing aids, orthopedic appliances, incontinence supplies, specialized treatment or any other health or medical service not provided under this Agreement. Upon execution of the Community's personal care agreement for the Memory Care facility then in effect, as contemplated by this paragraph, the Entrance Fee shall be promptly refunded to the resident.

3.1 The Health Center

The Community shall operate the Health Center and shall make available on a priority access basis and at an additional charge routine health care for temporary or permanent illnesses. Resident shall sign an Admission Agreement upon transfer to the Health Center. There is no guarantee that space will be available in the Community's Health Center at such time as resident may require nursing care services. The Entrance Fee shall be promptly refunded to the resident.

3.2 Emergency Nursing Services.

Bryn Mawr Village shall equip each unit with a device you may use to contact nursing staff for an initial nursing assessment by the Community in the event of an accident/emergency. The Community does not provide emergency medical services (EMS) or emergency medical technicians and disclaims any and all responsibility for

responding to medical emergencies and for any liability for any injury or damages resulting from the failure of the call device. The resident releases the Community from any liability for the acts or omissions of any individual providing assessment services to the resident.

3.3 Temporary Nursing or Companion Services in the Living Unit.

The use of private duty nurses, companions or individuals providing personal services must be approved in writing by the Community. All private duty nurses or companions must provide the Community with an appropriate Release and Indemnification Agreement, as well as proof of liability insurance as a condition of the Community's approval. Resident must make all arrangements and is responsible to pay the cost for such services. To the extent required by law, Resident may be required to provide worker's compensation insurance. The Community reserves the right to approve/disapprove all nurses and companions and to prohibit the use of such services.

3.4 Hospitalization.

The Community does not provide hospital or acute care. The Community will assist, if requested, to arrange for the prompt transfer of Resident to a hospital on order of a physician. The costs of ambulance or emergency transportation for transfer to a hospital or other acute care provider and the costs of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of resident.

3.5 Accident or Illness Away from the Community.

In the event Resident suffers an accident or illness while away from the Community, and resident relies on health care and support services available in the area where the accident or illness occurred, Resident's health insurance or other personal resources available to Resident must be used for payment for such services.

3.6 Mental Illness and Other Limitation on Care.

The Health Center and Personal Care Residence are not designed to care for persons who are afflicted with serious mental illness or who require specialized psychiatric care or services not authorized or permitted under the Health Center or Personal Care licensure regulations. If the Community determines that Resident's mental or physical condition is such that resident's, or in the case of double occupancy, one Co-Resident's continued presence in the Community is either dangerous or detrimental to the life, health, safety of resident, or in the case of double occupancy, a Co-Resident, or other residents or the peaceful enjoyment of the Community by other residents, the Community may transfer Resident or in the case of double occupancy a Co-Resident, to an appropriate outside care facility. The Community's determination shall be made in writing and signed by the Medical Director and the CEO or designee of the Community. If the transfer is for a temporary period, then the Resident shall continue to pay the applicable Monthly Fee and also shall be responsible to pay for the cost of Residents or in the case of double occupancy, Co-Resident's care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply, except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where the resident is a danger to self or others, or to the health, safety or peace of the Community.

3.7 Costs in the Health Center.

(a) Exclusions (not covered by the Monthly Fee). There will be an additional charge for all personal, medical, health and nursing care services. The cost of nursing care services are not included in the Monthly Fee, and Resident shall be responsible to pay the charges and costs for all health and related services, including, but not limited to routine nursing care services in the Health Center, therapist, or rehabilitation services, physician services, diagnostic services, dental services, drugs and medications, private duty nurses or companions, care for psychiatric conditions, podiatry, refractions, eyeglasses, hearing aids, orthopedic appliances, incontinence supplies, specialized treatment or any other health or medical service not provided under this Agreement. Resident shall pay the Daily Room and Board Rate for Health Center services as that charge is reflected in the Description of Current Charges and Fees in the Community's Disclosure Statement. The Community, not Resident, shall be liable to another health care provider (including an employee or subcontractor of the Community) for health care services that the Community agrees to furnish under this Agreement in consideration of Resident's payments of the Entrance Fee and other periodic fees.

(b) Ancillary Services. All miscellaneous charges and fees for ancillary services not covered or included in the Daily Room and Board Rate are an additional charge and shall be paid by resident. A description of the routine health care services covered by and included in the Daily Room and Board Rate and ancillary services not covered by or included in the Daily Room and Board Rates in contained in the Community's current Disclosure Statement.

(c) Living Unit reservation Costs. Resident shall pay the then current Daily Room and Board rate for routine personal services or services at the Health Center as reflected in the Disclosure Statement and the charges for reserving the living unit as set forth below.

(i) Temporary Transfer.

(A) Single Occupancy. During any period of temporary transfer, resident shall be charged and shall pay the Daily Room and Board Rate for routine care at the Health Center and any other additional charges for ancillary or miscellaneous services in the Health Center, and shall continue to pay the then current applicable Monthly Fee for reservation of the living unit. There will be no reduction in the Monthly Fee upon temporary transfer to the Health Center. The Community reserves the right to declare the transfer permanent at any time in accordance with Section 8.2 of this Agreement.

(B) Double Occupancy. During the period of temporary transfer, the Co-resident in the Health Center shall be charged and shall pay the then current Daily Room and Board Rate for routine nursing care, and any other additional charges for ancillary or miscellaneous services. The Co-Resident remaining in the living unit shall be charged and shall pay the Monthly Fee for Single Occupancy. In the event both Co-residents are temporarily transferred, each Co-resident shall be charged and shall pay the Daily Room and Board Rate for nursing care services and any additional charges for ancillary or miscellaneous services in the Health Center, and collectively shall be

charged and shall pay the then current Monthly Fee for Single Occupancy. Each Co-resident remains jointly and severally liable for each other's charges. The Community reserves the right to declare any transfer permanent at any time in accordance with Section 8.2 of this Agreement.

(ii) Permanent Transfer.

(A) Single Occupancy. Upon the permanent transfer of Resident to the Health Center, and subsequent surrender of the Living Unit, the obligation to pay the Monthly Fee shall cease, and the Resident shall pay only the Daily Room and Board Rate for nursing care services. Upon permanent transfer of the resident to the Personal Care facility the resident will be responsible for paying the Monthly Rental Fees Without Payment of an Entry Fee, and the other additional charges for ancillary or miscellaneous services, as outlined in Attachment "A" to the Community's annual Disclosure Statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. The entry fee shall be promptly refunded to the resident in the case of permanent transfer.

(B) Double Occupancy. At the time one Co-Resident is permanently transferred to the Health Center, the Monthly Fee for the living unit shall be reduced to the Monthly Fee for Single Occupancy. The Co-resident in the Health Center shall be charged and shall pay the applicable Daily Room and Board Rate for routine nursing care and any additional charges for ancillary or miscellaneous services, and the Co-Resident remaining in the living unit shall be charged and shall pay the Monthly Fee for Single Occupancy. In the event both Co-Residents are permanently transferred to the Health Center, each Co-Resident shall be charged and shall pay the Daily Room and Board Rate for nursing care services and any other additional charges for ancillary or miscellaneous services. Each obligation to pay the Monthly Fee shall cease upon permanent transfer of both Co-residents and surrender of the living unit. At the time one Co-Resident is permanently transferred the Personal Care facility or the status of providing personal care in the living unit as described in Paragraph 3.1(a), above, only that Co-Resident will be responsible for paying the Monthly Rental Fees Without Payment of an Entry Fee, and the other additional charges for ancillary or miscellaneous services, as outlined in Attachment "A" to the Community's annual Disclosure Statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. In the event both Co-Residents are permanently transferred to the Personal Care Facility, each Co-Resident resident will be responsible for paying the Residential Living Monthly Rental Fees Without Payment of an Entry Fee, and the other additional charges for ancillary or miscellaneous services, as outlined in Attachment "A" to the Community's annual Disclosure Statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement. When both Co-Residents permanently transfer either to the Health Center or to the status of permanent transfer to the Personal Care Facility the entrance fee shall be promptly refunded.

## **SECTION 4: FEES**

### **4.1 Entrance Fees.**

#### **Entrance Fee.**

The amount of the Entrance Fee is based on the type of living unit selected. Resident shall pay to the Community the sum of \$ \_\_\_\_\_ as an Entrance Fee. The Entrance Fee or any portion of the Entrance Fee will not be accepted prior to the date of occupancy by the resident even though this Agreement may have been executed in advance of that date.

### **4.2 Entrance Fee – Fully Refundable.**

The Entrance Fee shall be fully refundable in accordance with the provisions of this Agreement should it be terminated for any reason enumerated in this Agreement.

**4.3 Fee for Optional/Additional Furnishings or Appliances.** If applicable, the fee of \$ \_\_\_\_\_ for any optional or additional furnishings or appliances, must be paid on or before the Designated Occupancy Date or prior to occupancy, whichever is earlier.

### **4.4 Monthly Fee.**

(a) Amount. Resident shall pay to the Community a Monthly Fee of \$ \_\_\_\_\_ in advance each month for **SINGLE** occupancy of the living unit. The amount of the Monthly Fee is based on the number of occupants of the living unit. In situations of Double Occupancy, the Monthly Fee includes the Additional Occupant Fee. 30 days prior written notice shall be provided prior to an increase in the Monthly Fee.

(b) Payment and Due Date. Payment of the first Monthly Fee is due on the date Resident accepts occupancy or the Designated Occupancy Date, whichever is earlier. The Monthly Fee shall be pro-rated if Resident assumes occupancy after the first of the month. Resident shall receive a monthly invoice on or about the third day of each subsequent month. All subsequent Monthly Fee payments are due on the seventh day of each month thereafter. All subsequent Monthly Fee or other charges for care or for miscellaneous or ancillary services are not paid within thirty (30) days of the due date, then, subject to Section 5 of this Agreement or as it may be periodically revised, the Community may elect to exercise its available rights and remedies under this Agreement, including termination.

### **4.5 Other Charges.**

The monthly invoice shall reflect all other charges for routine nursing care and for miscellaneous, ancillary or other services in addition to the Monthly Fee. Payment for all other charges also is due on or before the seventh day of the month of the receipt of the invoice.

### **4.6 Co-Resident's Fee Responsibility.**

In situations of Double Occupancy, each Co-Resident, shall be jointly and

severally liable for all payments due under this Agreement. If one Co-Resident dies or leaves the facility, the remaining Co-Resident shall be responsible for payment of the applicable Monthly Fee and any other charges.

4.7 Service Charge For Late Payment.

A service charge of one and one-quarter (1 ¼%) percent per month will be added to amounts part due in excess of thirty (30) days. Resident is obligated to pay all actual attorney's fees and costs relative to the collection of any amounts past due in excess of ninety (90) days.

4.8 Disclosure of Financial Information.

The Community reserves the right to require Resident upon request to update the financial information disclosed in the application for admission.

4.9 Comment RE: 40 P.S. Section 3214(a)(11)

Pursuant to 40 P.S. Section 3214(a)(11), to the extent this Agreement contains charges for care paid in one lump sum, they shall not be increased or changed during the duration of the agreed upon care, except for changes required by State or Federal assistance programs. In addition, the Community shall not seek to enter into any addendum to this Agreement which will seek to alter any lump sum payment for care made or which seeks to charge a lump sum payment for care.

**SECTION 5: Circumstances Under Which Resident Will be Permitted to Remain in Unit in the Event of Financial Difficulties**

5.1 Inability to Pay -- Deductions from any Unamortized Portion of the Entrance Fee.

If Resident's income and assets are no longer sufficient to pay the Monthly Fee and any other financial obligations under this Agreement, then the Community shall deduct from any funds otherwise due Resident as a refund, amounts necessary to fulfill all of Resident's financial obligations under this Agreement. Resident hereby authorizes such deductions from any unamortized portions of the Entrance Fee. The Community shall make such deductions from any refunds otherwise due under this Agreement at such time as any amounts due the Community under this Agreement have been unpaid for more than thirty (30) days from the payment due date. The Community shall continue to make such deductions from any amounts otherwise due as a refund under this Agreement on a monthly basis to offset any unpaid financial obligations of resident until all funds otherwise due Resident as a refund have been exhausted and paid to the Community. The Community offers no other financial assistance to the resident and reserves the right to terminate this Agreement should the resident exhaust all financial resources.

**SECTION 6: MARRIAGE AND/OR ADDITIONAL OCCUPANTS.**

6.1 Non-Resident.

In the event that a single resident wishes to marry or have another person not admitted to the Community under a residency Agreement share Resident's living unit as a Co-Resident, the proposed Additional Occupant must file an application for admission and meet all age, medical and other requirements for admission applicable to Residents of the living unit. Admittance of an Additional Occupant shall be at the sole discretion of the Community. If the proposed Additional Occupant receives approval to occupy the living unit, this Agreement will be amended and the Additional Occupant shall sign an addendum, and the Additional Occupant shall sign and addendum that reflects the entrance fee to be paid by the additional occupant, In the event that the proposed Additional Occupant does not meet the requirements for admission, then the proposed Additional Occupant may request admission under such other terms and conditions as may be acceptable to the Community. If an agreement cannot be reached regarding the admission of the proposed Additional Occupant, Resident may exercise the option to terminate this Agreement in accordance with its termination provisions.

#### 6.2 Other Resident.

In the event that Resident desires to marry another resident admitted under a separate residency Agreement, and, thereafter, occupy a single living unit, resident first must select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the living units occupied by each resident, shall be thereafter occupied jointly. The living unit not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated living unit. Upon transfer, the Monthly Fee for double Occupancy of the designated or alternative living unit shall be paid. The residency Agreements shall be amended to reflect the change in the living unit, the change in the Monthly Fee, and any other matters reasonably necessary for the transfer of the resident to the designated or alternative living unit. Upon transfer to the designated or alternative living unit, the Entrance Fee paid by the resident shall continue to be held and shall be subject to refund only in accordance with the refund provisions of this Agreement relating to Co-Residents.

### **SECTION 7: TERMINATION OF AGREEMENT**

#### 7.1 Termination by Resident

(a) Rescission Period. Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to the Community. In addition, in the event Resident dies before the Designated Occupancy Date, or through illness, injury, or incapacity is precluded from becoming a resident under the terms of this Agreement, this agreement is automatically rescinded and a full refund shall issue to Resident, Resident's legal representative, or Resident's estate as the case may be as per the terms of 40 P.S. § 3214(c).

(b) Prior to Occupancy. After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date, Resident may terminate this Agreement by delivering written notice to the Community prior to occupancy. In such event, this agreement is automatically rescinded and a full refund shall issue to Resident, Resident's legal representative, or Resident's estate as the case may be as per the terms

of 40 P.S. § 3214(c).

(c) After Occupancy. After occupancy, Resident may terminate this Agreement by delivery of written notice to the Community at least thirty (30) days prior to termination, and by the surrender of the living accommodation. Termination shall be effective after the lapse of the thirty (30) day notice period and surrender of the living accommodation. The Entrance Fee, as described in Section 4, above, shall be refunded to the Resident.

(d) Inability to Occupy Due to Illness or Death. This Agreement will be automatically rescinded if the Resident dies before occupancy date, or through illness, injury or incapacity is precluded from becoming a resident under the terms of this Agreement and the Resident or his legal representative shall receive a full refund of all moneys paid to the facility, except those costs specifically incurred by the facility at the request of the resident.

## 7.2 Termination by Community

(a) Prior to Occupancy. The Community may terminate this Agreement at any time prior to occupancy by providing written notice to Resident prior to the Designated Occupancy Date if for whatever reason the Community elects to discontinue operations. All payments, including the Reservation Fee, shall be refunded to Resident.

(b) After Occupancy. The Community may terminate this Agreement upon a determination of just cause and delivery of thirty (30) days written notice or such written notice as is reasonable under the circumstances to Resident or Resident's representative, subject to any additional laws or regulations then in effect. Just cause shall include, but not be limited to, a default in payment subject to Section 5 of the Agreement, the submission of any materially false information in the application documents, the failure of Resident to abide by the Community's rules, regulations, policies and procedures, the breach of any of the other terms of this Agreement, or a good faith determination in writing signed by the Medical Director and the Administrator of the facility that continued occupancy in the living accommodation by Resident creates a serious threat or danger to the life, health, safety or peaceful enjoyment of Resident or other residents or persons in the Community as per the terms of 40 P.S. § 3214(d). The refund provisions of this agreement shall apply to terminations for just cause in the same manner as such provisions would apply to any other termination. Nothing in this subsection shall limit the Resident's rights of continued occupancy under the separate admission agreements for the Health Center or the Personal Care Facility and the laws and regulations limiting cause for transfer or discharge of Health Center or Personal Care residents.

## 7.3 Termination by Death.

Following the death of Resident this Agreement shall terminate when the living accommodation has been surrendered to the Community. The entrance fee described in Section 4, above, will be promptly refunded to the resident.

7.4 Surrender.

The obligation to pay the Monthly Fee shall continue until the living unit has been surrendered by Resident, or in the case of death, by the estate or family of Resident. Surrender of the living accommodation shall be complete when Resident has ceased to occupy it, has removed all possessions from it, and has turned over to the Community the keys for it.

**SECTION 8: LEVEL OF CARE TRANSFERS OR TRANSFER TO AN OUTSIDE FACILITY**

8.1 Conditions of Living Unit Occupancy.

Resident shall have the right to occupy the living unit for so long as Resident satisfies the health and other conditions of occupancy. Continued occupancy of the living unit shall, in general, be controlled by the Resident's physical and mental condition. The Community may require Resident to obtain at Resident's expense at least one annual medical examination, or letter from Resident's attending physician which will be considered in determining whether the Resident needs Personal Care home services or nursing facility services and can otherwise satisfy the Community's conditions for living unit occupancy. In order to remain in an independent living unit without Personal Care home services the Resident must be able to perform all Activities of Daily Living (ADLs) without assistance. These ADLs are eating, bathing, dressing, toileting, transferring, and continence.

8.2 Provision of Personal Care home services.

If the Community determines that Resident is unable to perform all ADLs as specified in Section 8.1, the Community will provide Personal Care home services in the living unit in order to comply with regulations of the Pennsylvania Department of Human Services.

8.3 Decision to Transfer.

(a) Authority to Transfer. The Community may transfer Resident from and between the living unit and the Health Center or provide Personal Care within the living unit, or any other appropriate care facility if it determines that such a move or increase in care should be made because of the health of the Resident, for the proper operation of the Community, to comply with regulations of the Pennsylvania Department of Human Services, the Pennsylvania Department of Health, the Pennsylvania Insurance Department, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or otherwise to meet the requirements of law. The decision as to whether a transfer or provide increased care from within the living unit shall be deemed temporary or permanent shall be made by the Community in its sole discretion, except where limited by law or regulation then in effect. The Community shall consider the opinion of Resident and the advice of a family representative, if available, and, if requested and at the Resident's expense, a private physician. The opinion of Resident and the advice of family and Resident's physician is advisory only and shall not be binding on the Community. The Community's decision regarding the temporary or permanent nature of any transfer or provision of increased care from within the living unit may be made prior to sixty (60) days from the date of transfer or at any other

time deemed appropriate by the Community.

(b) Role of the Community's Medical Director. THE COMMUNITY has a medical doctor licensed to practice medicine in the Commonwealth of Pennsylvania as the Community's Medical Director. Upon certification by the Community's Medical Director that Resident is no longer capable of satisfying the conditions for occupancy of the living unit and is in need of Health Center or related care, Resident or Resident's next of kin, legal representative or agent acting on Resident's behalf, will be notified by the Community that arrangements will be made for Resident's immediate transfer to the Health Center, the provision of increased care from within the living unit, or other appropriate care facility. The Community shall not be liable for acting in accordance with the certification of the Medical Director or attending physician.

#### 8.4 Transfers Within the Community's Facilities.

(a) Transfer to Health Center. If Resident becomes ill or incapacitated, and in the opinion of the Community designee, with the advice of the Medical Director, the Resident requires nursing care, such care will be available on a priority access basis in the Health Center either on a temporary or permanent basis. If the Community determines that the health of the Resident is such that the occupancy in the Health Center will be permanent, Resident's living unit will be released (if not occupied by a Co-Resident) and made available for occupancy by another. In the event that the Community decides that the transfer is permanent, Resident shall surrender the living unit and cause his/her personal possessions to be removed with thirty (30) days of notice of the Community's decision. This paragraph is subject to the provisions of Section 7, above.

#### 8.5 Transfer to Hospital or Other Outside Facility.

In the event that hospitalization or outside care of the Resident becomes necessary as determined by the Community's Medical Director, Resident will be transferred to a hospital or other acute or outside health care provider. In the event Resident's mental, emotional or physical condition deteriorates to a degree that in the professional opinion of the Medical Director, Resident's presence in the Community is deemed detrimental to the health, safety or peace of other residents, the Community may transfer Resident to an appropriate outside care facility. The Community with the advice of the Medical Director may declare Resident's living unit vacant (unless occupied by a Co-resident) if Resident has been transferred to an outside health care or other special service facility or hospital for health conditions which, in the opinion of the Medical Director or Resident's physician, require permanent or prolonged residence in the outside facilities (i.e. generally sixty (60) days or more). Resident shall surrender the living unit and cause Resident's personal possessions to be removed from the living unit within thirty (30) days after notice of Community's determination that the transfer will be permanent. This paragraph is subject to the provisions of Section 7, above.

#### 8.6 Cost Related to Transfer to an Outside Facility.

(a) Single Occupancy. During any temporary transfer to a hospital or outside facility, Resident shall continue to pay the Monthly Fee and additionally all costs and charges related to the transfer to and occupancy of the outside facility or hospital. Upon permanent transfer to an outside facility, and after surrender of the living

unit, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Resident is obligated to pay the charges for transfer to and occupancy of any outside facilities including the charges for care in an outside personal or nursing care facility resulting from a transfer because of insufficient space in the Community's Health Center.

(b) Double Occupancy. During any temporary transfer of one Co-Resident to a hospital or any outside facility, the Monthly Fee for double occupancy shall continue to be due and payable. Upon the permanent transfer of one Co-Resident to an outside facility, the Monthly Fee shall be reduced to the Monthly Fee for single occupancy of the applicable living unit. In the event both Co-Residents are temporarily transferred to an outside facility, the Monthly Fee for double occupancy shall continue to be due and payable. In the event both Co-Residents are permanently transferred to an outside facility, then, after the surrender of the living unit, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Resident is obligated to pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital, including care in an outside personal or nursing care facility resulting from a transfer because of insufficient space in the Community's Health Center.

8.7 Release of or Return To Living Unit After Transfer.

(a) Temporary Transfer. If Resident is admitted temporarily to one of the Community's Health Center or a hospital or other outside facility, with a medical prognosis of recovery and return to health consistent with the conditions of living unit occupancy, then Resident shall retain possession of the living unit for the purpose of resuming residence. During any period of temporary transfer to the Community's Health Center, Resident shall pay the costs for retaining the living unit set forth in Section 3.7 of this Agreement. During any period of temporary transfer to a hospital or other outside facility, Resident shall pay the costs for retaining the living unit set forth in Section 8.5 above. Resident may return to the living unit at such time as the Community determines that Resident can satisfy the conditions of occupancy.

(b) Permanent Transfer. If transfer to one of the Community's Health Center or a hospital or other appropriate outside facility exceeds sixty (60) days, or if at an earlier time the Community determines that Resident will not be able to satisfy the conditions of occupancy so as to resume residence in the living unit, the Community shall have the right to declare the living unit vacant (unless occupied by a Co-resident) and release the living unit to another. Resident shall surrender and vacate the living unit within thirty (30) days of written notice of the Community's decision to permanently transfer Resident and release the living unit. If, in the Community's opinion, Resident subsequently recovers sufficiently to satisfy the conditions of occupancy of a living unit, the Community in the exercise of its discretion shall make available as soon as reasonably practicable a living unit with a floor plan comparable to the one relinquished. Resident shall be obligated to pay a refurbishment fee prior to re-occupancy which fee is subject to change from time to time. This paragraph is subject to the provisions of Section 7, above.

## **SECTION 9: REFUND OF ENTRANCE FEE**

Upon termination of this Agreement, Community shall refund the Entrance Fee in accordance with the following provisions:

### **9.1 Termination Before Occupancy.**

Because no entrance fees are taken until the actual date of occupancy, the resident may terminate this agreement at any time before occupancy without penalty. If the termination occurs seven (7) days after execution of this Agreement, the contract may easily be terminated by mailing the Notice of Right to Rescind attached to the bottom of the Agreement. If the resident wishes to terminate this Agreement for any period longer than seven (7) days before occupancy, the resident can cancel by providing written notice at the address indicated in the "Notices" Section of this Agreement, and, again, this termination will be without penalty of any kind.

### **9.2 Termination for Any Reason Other than Death**

The Entrance Fee shall be fully refundable less any amounts necessary to cover the costs incurred by the Community to refurbish, restore, or repair the living unit in the event of unreasonable wear and tear; to cover costs incurred at the Resident's specific request; or to satisfy unpaid charges.

### **9.3 No Accrual of Interest.**

No interest will accrue to the benefit of Resident on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

### **9.4 Conditions and Due Date for Refund Payments.**

Prior to occupancy, all applicable refunds will be made after termination and within sixty days of Resident's request. After occupancy, all applicable refunds will be made only after the Resident's, or in situations of double occupancy, both Co-Residents', vacated living unit has been reoccupied by another resident, and the Entrance Fee for the reoccupied living unit has been paid in full, and this Agreement has been terminated. In the event Resident's vacated living unit is reoccupied by a then current resident of the Community through an internal living unit transfer, then only at such time as the Community receives an Entrance Fee in full for the living unit vacated by the existing resident transferring to Resident's living unit under this Agreement, shall a refund be due. As long as Resident, or in the case of Double Occupancy, a Co-Resident, continues to occupy any living accommodation within the Community, including accommodations in the Health Center, no refund shall be due and no refund shall be paid until the death, permanent transfer outside of the Community, discharge or voluntary departure outside the Community by Resident, or in situations of double occupancy, both Co-Residents, and/or the termination of this Agreement. Where a living unit is occupied by Co-Residents, there will be no refund, partial or otherwise, upon the death, permanent transfer within or outside Community, discharge or voluntary departure from the Community of only one of the Co-Residents.

### **9.5 Distribution of Refund Upon Death.**

In the case of single occupancy, refunds to Resident's estate shall be paid to the duly appointed representative of the estate after proof of such appointment is provided

to the Community in the form of a certified copy of the testamentary letters confirming such appointment. In situations of double occupancy, any applicable refund shall be paid by the Community to the estate of the last surviving Co-Resident unless otherwise agreed in writing. Entrance Fees shall be fully refundable less any amounts necessary to cover the costs incurred by the Community to refurbish, restore, or repair the living unit in the event of unreasonable wear and tear; to cover costs incurred at the Resident's specific request; or to satisfy unpaid charges.

## **SECTION 10: LIMITED OPTION TO MOVE TO ANOTHER LIVING UNIT**

### **10.1 Option After Occupancy.**

After occupancy, Resident may request to exercise a limited option to move to another living unit, if and when another living unit becomes available (including any new living units that may have been added to the Community), in accordance with the terms and conditions set forth in this section. A request to move must be based on health, financial conditions, death of a Co-Resident, marriage, or other grounds deemed reasonably necessary by the Community. The Community reserves the right to disapprove Resident's request to move. In the event Resident desires to exercise the option to move to another living unit, Resident must notify the Community in writing of the living unit desired.

### **10.2 Costs of Elections to Move.**

If Resident elects a smaller living unit, Resident shall pay a Refurbishment Fee in an amount determined from time to time by the Community. There will be no Entrance Fee credit or refund even if the Entrance Fee for the surrendered living unit is greater than the fee Resident would have paid for the smaller living unit designated under this Agreement. Resident shall pay, prior to moving to the selected living unit, an additional amount equal to the difference between the initial Entrance Fee paid and any higher Entrance Fee in effect at the time of the move.

### **10.3 Option to Move.**

In the event Resident receives approval from the Community to move to another living unit, Additional Occupant shall sign a new Independent Living Resident Agreement but will not be responsible to pay any entrance fee and will only pay the additional monthly maintenance fee for additional occupants as published in the Community's annual disclosure statement filed with the Department of Insurance which are made available to all residents pursuant to paragraph 12.2 of this Agreement.

## **SECTION 11: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE**

### **11.1 Legal Guardian**

If Resident becomes incapacitated or unable to properly care for self or property, and no representative has been lawfully designated to act on behalf of Resident or no lawfully designated representative has been lawfully designated to act on behalf of Resident, then the Community shall have the option to institute legal proceedings to adjudge Resident incapacitated and have a guardian appointed for Resident's estate. All costs of such legal proceedings, including actual legal fees, shall be paid by Resident or

the legally appointed guardian of Resident's estate.

11.2 Will and Funeral Arrangements.

The name of the executor/executrix designated in Resident's will, and the name of the funeral director selected by Resident shall be provided in writing to the Community. In the event that Resident changes the name of the executor/executrix designated in Resident's will or selects another funeral director, Resident shall notify the Community of the changes in writing. The name and address of the designated executor/executrix is: \_\_\_\_\_.

11.3 Advance Directives.

(a) Power Of Attorney. Residents shall furnish the Community, no later than the date of occupancy, a durable power of attorney executed by Resident which shall be maintained in the files of the Community. The name and address of the designated power of attorney is: \_\_\_\_\_.

(b) Living Will. If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, Resident shall provide the original of the living will to Community, and the original of any revisions or changes made to the document during Resident's term of occupancy. In the event of transfer to the Health Center, the Community shall comply with the instructions/requests as consistent with law and the Community's policy, as such policy may change from time to time. If the Community cannot comply with Resident's advance directive as reflected in Resident's living will, then the Community shall assist in arranging for the transfer of Resident to another health care provider, if reasonably available, which will comply with Resident's advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and Resident shall be responsible to pay such costs.

## **SECTION 12: RIGHTS AND OBLIGATIONS OF RESIDENT**

12.1 Right of Self-Organization.

Residents of the Community shall have the right to self-organization. A representative designated by the Community shall hold quarterly meetings with the organization representing the residents known as the "Resident's Council". At least seven (7) days notice of each quarterly meeting shall be given. The purpose of the quarterly meetings shall be to discuss such subjects as the Community's income, expenditures, financial trends and issues, and proposed changes in policies, programs, and services.

12.2 Right to Receive Disclosure Statements.

The Community shall make available to Resident at the time of the execution of this Agreement, and at least annually thereafter, a copy of its disclosure statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984, as amended (40 P.S. §§ 3201 *et seq.*).

### 12.3 Guest Privileges.

Resident shall be authorized to entertain and accommodate guests in accordance with the Community's guest policy as reflected in the Resident Handbook. The Community's policy is subject to change from time to time.

### 12.4 Rights to Property/Subordination.

The rights and privileges granted to Resident do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by the Community. Resident's rights are primarily for services, with a contractual right of occupancy. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant between the Community and Resident. Any rights, privileges, or benefits under this Agreement shall be subordinate to any existing or subsequent mortgages or deeds of trust or any other comparable interests. Upon request Resident shall execute and deliver any document which is required by the Community, or by the holder of any such mortgages or deeds of trust or similar interests, to effect such subordination or evidence the same.

### 12.5 Inspection of Living Unit and Right of Entry.

Resident shall permit the Community, or its agents, or any representative of any holder of a mortgage or similar interest on the property, or, when authorized by the Community, the employees of any contractor, utility company, municipal agency or others, to enter the living unit for the purpose of making reasonable inspections and repairs and replacements. Such entry will be made only with reasonable advance notice, except in emergency situations. The Community shall have the right to enter the living unit to perform scheduled housekeeping, and to perform routine maintenance and for other reasonably necessary purposes having due regard for Resident's privacy.

### 12.6 Housekeeping/Housecleaning Responsibilities.

Resident shall maintain the living unit in a clean, sanitary, and orderly condition. If Resident does not maintain the living unit in a reasonable manner, the Community, after notice to Resident, shall have the right to maintain the living unit, and the cost of such additional cleaning or maintenance shall be charged to Resident.

### 12.7 Health Insurance and Third Party Payments.

(a) Required Insurance. The Community expects that some of the cost of medicines, medical or nursing services or equipment provided for Resident under this Agreement will be paid by present or future federal, state, municipal, or private plans or programs of medical/surgical insurance, including, without limitation, the benefits available under the federal government social security health insurance program known as "Medicare A and B", or an equivalent policy and at least one supplemental co-pay health insurance policy with Medicare co-insurance coverage for skilled nursing facility care, (commonly known as "medigap" insurance), such as Blue Cross-Blue Shield Security 65 plans C and H, or an equivalent policy as approved by the Community. For a Resident under age 65, a substitute basic insurance coverage policy is required. If proceeds from Medicare and co-pay health insurance policies are allowable for nursing or related care provided by the Community, those proceeds shall be paid to the Community directly. Proof of such insurance must be provided at the time of application and prior to admission. In the event Resident fails to maintain in

force, because of failure to make premium payments, such health care insurance after occupancy, the Community reserves and is hereby granted the right to make such payments for purposes of maintaining such insurance in force for Resident's benefit. Resident shall be obligated to reimburse the Community for such payments made on behalf of Resident and the cost of such premiums shall be in addition to and not included in the Monthly Fee.

(b) Assignment of Required Insurance and Third Party Payments.

If Resident becomes eligible to receive payments from any third party for services provided under this Agreement by the Community, Resident shall at all times cooperate fully with the Community and each third party payor so that the Community may make claim for and receive any applicable third party payments. The Community has the right to any applicable benefits payable to Community under the insurance coverages required by this Agreement.

12.8 Automobile Insurance.

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability and medical expenses arising from injury to themselves and others.

12.9 Reduction of Income or Other Resources.

Resident shall make every reasonable effort to meet his/her financial obligations to the Community. Resident shall not transfer control of assets or property or make any gifts subsequent to the date of application for admission and shall not make any transfers or gifts after occupancy, which would substantially impair Resident's ability or the ability of Resident's estate to satisfy Resident's financial obligations to the Community.

12.10 Medical Examinations.

Resident must be examined by a qualified physician of Resident's own choosing prior to occupancy, and must make the results of the examination available to the Community in writing. If the pre-occupancy medical examination reveals that resident's health is not consistent with the conditions of occupancy in the living unit, the Community may terminate this Agreement. The Community reserves the right to require Resident, upon request by the Community, to obtain annual medical examinations at Resident's expense and submit the results of the examinations to the Community.

12.11 Responsibility for Property Damage to Community.

(a) Responsibility for Condition of Living Unit Upon Termination.

Upon termination of this Agreement, Resident shall vacate and surrender the living unit and leave it in as good condition as the date of occupancy except for reasonable wear and tear. If the living unit is damaged beyond ordinary wear and tear, the costs of repair shall be the obligation of Resident and such costs shall be billed directly to Resident or Resident's estate, or alternatively, deducted from any refund that may be due.

(b) Property Damages Caused by Resident. Any loss or damage to real or personal property of the Community caused by Resident or Resident's guests shall

be paid for by Resident. In the event of Resident's death, Resident's estate shall be liable for any loss or damage of the Community's property caused by Resident.

12.12 Release Regarding Conduct of Other Residents or Guests.

The Community assumes no liability for the conduct of Resident or any other residents or guests, and Resident hereby releases and discharges the Community from any claims for personal injury to Resident or damages to Resident's personal property caused by the conduct of other residents or guests.

12.13 Responsibility For Resident's Personal Property.

(a) Responsibility for Loss or Damage. The Community shall not be responsible for the loss or damage due to fire, theft, or other causes of any property belonging to Resident or Resident's estate or Resident's guests, including motor vehicles, unless the care and control of such property is specifically accepted in writing by the Community, and then only for willful or gross negligence in failing to safeguard and account for it. Resident shall have the responsibility to provide such insurance as Resident deems necessary to protect against such losses. No Personal property insurance is provided Resident by the Community, and Resident bears the risk of any damage or loss to personal property held in storage by the Community.

(b) Obligations Upon Termination. (i) If Resident has become unable to comply with the conditions of occupancy of the living accommodation, or this Agreement has been terminated for any reason other than the death of Resident, Resident or the duly authorized representative of Resident's estate must remove all personal property from the living accommodation, including property held in storage. If Resident's personal property is not removed by Resident or Resident's representative within thirty (30) days of Resident's permanent transfer from the living accommodation or termination of this Agreement, the Community shall dispose of Resident's property in any manner it deems appropriate, and shall not be liable or responsible for any damages to it. Resident or Resident's estate shall be obligated to pay all costs for the removal, storage or disposal of Resident's property. If Resident's property is moved to and stored in a commercial warehouse, the Community shall have no liability or responsibility for Resident's property. If Resident's property is moved to and stored in a commercial warehouse, the Community shall have no liability or responsibility for Resident's property during the transfer of the property or the storage of it. (ii) Within 24 hours of Resident's death, the Community shall contact or make a good faith effort to contact the personal representative or guardian of Resident to arrange for an inventory of Resident's personal property, after which the legal representative(s) of Resident Estate or family may remove Resident personal property or the Community may place the personal property into storage. If Resident's personal property is not thereafter claimed by Resident's Estate or family within thirty (30) days, the Community shall send a notice by certified mail to Resident's executor/executrix named in this Agreement or, if the Community has received prior written notice of a different legal representative for Resident's Estate, to that legal representative, stating that the Community will dispose of the property if not claimed within fourteen (14) days from the date such notice was postmarked; and, if the property is not claimed thereafter, such property shall be disposed of by the Community and all costs of, less any proceeds from, such disposal shall be charged to and payable by Resident's Estate.

#### 12.14 Rules, Regulations, Policies and Procedures.

The rights and privileges of Resident under this Agreement are personal to Resident and cannot be transferred or assigned. No person other than resident may occupy or use the living accommodations covered by this Agreement unless approval is obtained in writing from the Community.

### **SECTION 13: AVERAGE ANNUAL COST OF PROVIDING SERVICES**

The average annual cost of providing care and services during the most recent twelve month period for which a report is available for a resident is:

\$ \_\_\_\_\_

### **SECTION 14: SEVERABILITY**

If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed and the balance of this Agreement shall remain in full force and effect.

### **SECTION 15: ACTS OF FORBEARANCE**

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement by the Community shall be construed as a waiver of any of the rights granted to Community.

### **SECTION 16: ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Community and Resident. The Community shall not be responsible or liable for any statements, representations or promises made by any person representing or purporting to represent the Community, unless such statements, representations or promises are set forth in the Agreement. Any brochures or advertisements describing the Community are for the purpose of inviting inquiries only and are not to be relied upon as legally or contractually binding. Resident may not amend this Agreement except by a subsequent written Agreement approved by the Community and executed by the parties.

### **SECTION 17: INDEMNIFICATION**

The Community shall not be responsible or liable for, and Resident shall indemnify, defend and hold the Community harmless from any and all claims, losses, damages, fines, penalties, expenses, judgments, reasonable settlements, or lawsuits, including actual attorneys' fees and all costs incurred in defending against any such claims, arising from or based upon any injury or death to persons or any damages to property caused by, or arising from, or based on, or in any way attributable to or connected with the negligent, reckless, intentional or other acts, conduct or omissions of Resident. Resident's indemnification obligation is payable on demand by the Community.

### **SECTION 18: SUBROGATION**

In the event Resident is physically injured by an individual or entity not a party to this Agreement, Resident grants to the Community a right of subrogation, and authorizes

the Community to bring such demands, claims or legal proceedings in the name of or on behalf of Resident for purposes of recovering from any third party or third party's insurer responsible for Resident's injury, the dollar value of all care provided by the Community to Resident as a result of any such injury. Resident shall cooperate and sign any documents necessary to facilitate the Community's ability to exercise its subrogation right.

#### **SECTION 19: NOTICE**

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 certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To      The Community:

Bryn Mawr Village  
773 E. Haverford Road  
Bryn Mawr, PA 19010

To Resident (Before Occupancy):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After occupancy, notice will be provided to Resident at the living accommodation specified in this Agreement.

#### **SECTION 20: MISCELLANEOUS PROVISIONS**

20.1    Resident's Continuing Disclosure Obligation. The information regarding Resident's age, health and financial affairs submitted by Resident in the forms and related application documents constitutes a material part of this Agreement, and said information is incorporated as a part of this Agreement. Resident acknowledges that the submission of false information shall constitute grounds for the termination of this Agreement. Resident must disclose any material changes in Resident's physical, financial or mental condition. The failure to make such disclosure shall constitute grounds to terminate this Agreement.

20.2    Receipt of Disclosure Statement and Resident Handbook. Resident acknowledges receiving a copy of Community's annual Disclosure Statement and Resident Handbook prior to signing this Agreement.

20.3    Community's Modification of Agreement and Policies The Community reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to make modifications in its rules, regulations, policies and procedures as permitted by the Continuing Care Provider Registration and Disclosure Act of 1984.

20.4 Binding Effect. This Agreement shall bind and serve to benefit the legal representatives, successors and assigns of the Community, and the heirs, executors, administrators and assigns of Resident.

20.5 Governing Law. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

**20.6 NON-WAIVER OF THE CONTINUING CARE PROVIDER  
REGISTRATION AND DISCLOSURE ACT OF 1984**

**No act, agreement, or statement of you, or of an individual purchasing care for you under this Agreement or any agreement to furnish care to you, shall constitute a valid waiver of any provisions of the Continuing Care Provider Registration and Disclosure Act of 1984 which is intended for the benefit or protection of you or the individual purchasing care for you.**

## NOTICE OF RIGHT OF RESCISSION

DATE RESCISSION PERIOD BEGINS: \_\_\_\_\_.

YOU MAY RESCIND AND TERMINATE YOUR RESIDENT'S AGREEMENT, WITHOUT PENALTY OR FORFEITURE, WITHIN 7 DAYS OF THE ABOVE DATE. YOU ARE NOT REQUIRED TO MOVE INTO THE CONTINUING CARE FACILITY BEFORE THE EXPIRATION OF THIS 7 DAY PERIOD. NO OTHER AGREEMENT OR STATEMENT YOU SIGN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO RESCIND YOUR AGREEMENT WITHIN THE SEVEN (7) DAY PERIOD. TO RESCIND YOUR RESIDENT'S AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS NOTICE, OR ANY OTHER DATED WRITTEN NOTICE, LETTER OR TELEGRAM, STATING YOUR DESIRE TO RESCIND TO: BRYN MAWR VILLAGE 773 EAST HAVERFORD ROAD, BRYN MAWR, PA, 19010, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ ( LAST DAY FOR RESCISSION).

PURSUANT TO THIS NOTICE, I HEREBY CANCEL MY RESIDENT'S AGREEMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Resident

\_\_\_\_\_  
Print Name of Prospective Resident

Resident hereby acknowledges reading this Agreement in its entirety, understanding its provisions and has been provided an opportunity to consult with personal advisors, including legal counsel, regarding its terms.

IN WITNESS WHEREOF, THE COMMUNITY has caused this Agreement to be signed by its authorized representative, and Resident has hereunto affixed his/her/their signature(s), the day and year first above written.

Attest:

THE COMMUNITY

\_\_\_\_\_

BY: \_\_\_\_\_  
Chief Executive Officer      Date

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Resident      SEAL      Date

\_\_\_\_\_

\_\_\_\_\_  
Resident      SEAL      Date

**MISCELLANEOUS SERVICES OR GOODS OFFERED BY  
BRYN MAWR VILLAGE AT AN ADDITIONAL FEE NOT PART  
OF THE MONTHLY MAINTENANCE FEE OR ENTRANCE FEE**

The types of goods and services offered by Bryn Mawr Village at an additional fee are described in detail in an attachment to Bryn Mawr Village’s Annual Disclosure Statement provided to all residents prior to admission to Bryn Mawr Village and provided annually to all current CCRC residents. They may be purchased here at the time of executing this Agreement and may be purchased additionally at any time during residency.

| Type of Goods or Services | Units | Cost Per Unit | Total |
|---------------------------|-------|---------------|-------|
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |
|                           |       |               |       |

Attest:

\_\_\_\_\_

THE COMMUNITY

BY: \_\_\_\_\_

Chief Executive Officer      Date

Witness:

\_\_\_\_\_

\_\_\_\_\_

Resident      SEAL      Date

\_\_\_\_\_

Resident      SEAL      Date

**TAB B3**

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**DECEMBER 31, 2025 AND 2024**

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## INDEPENDENT AUDITOR'S REPORT

To the Management of  
**Haverford Holding Company Inc**  
(and subsidiaries)

I have audited the accompanying consolidated financial statements of the operations and the underlying real estate of **Haverford Holding Company Inc (and subsidiaries)**, which comprise the consolidated balance sheets as of December 31, 2025 and 2024 and the related consolidated statements of operations and net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

### Opinion

In my opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of **Haverford Holding Company Inc (and subsidiaries)** as of December 31, 2024, and the consolidated results of its operations, changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

### Report on Supplementary Information

My audits were conducted for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The information contained in the supplementary schedules is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in my opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.



Far Rockaway, New York  
April 13, 2026

HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
OPERATIONS AND UNDERLYING REAL ESTATE  
*Consolidated Balance Sheet*  
*December 31, 2025 and 2024*

**ASSETS**

|                                           | <u>2025</u>         | <u>2024</u>          |
|-------------------------------------------|---------------------|----------------------|
| <b>Current assets:</b>                    |                     |                      |
| Cash & Equivalents                        | \$ 19,835           | \$ 223,804           |
| Statutory liquid reserves                 | 17,847              | 9,551                |
| Resident accounts receivable, net         | 1,267,538           | 1,339,822            |
| Prepaid expenses and other current assets | 1,100,390           | 1,156,197            |
| <b>Total current assets</b>               | <u>2,405,610</u>    | <u>2,729,374</u>     |
| <b>Noncurrent assets:</b>                 |                     |                      |
| Property and equipment, net               | 6,401,913           | 6,655,659            |
| Intangible assets, net                    | 699,166             | 714,591              |
| <b>Total noncurrent assets</b>            | <u>7,101,079</u>    | <u>7,370,250</u>     |
| <b>Total Assets</b>                       | <b>\$ 9,506,689</b> | <b>\$ 10,099,624</b> |

**LIABILITIES AND NET ASSETS**

|                                         |                     |                      |
|-----------------------------------------|---------------------|----------------------|
| <b>Current liabilities:</b>             |                     |                      |
| Accounts payable and accrued expenses   | \$ 2,729,333        | \$ 1,624,910         |
| Due to related parties                  | 3,916,861           | 3,807,916            |
| <b>Total current liabilities</b>        | <u>6,646,194</u>    | <u>5,432,826</u>     |
| <b>Noncurrent liabilities:</b>          |                     |                      |
| Mortgage loan payable                   | 6,390,953           | 6,651,613            |
| <b>Total Noncurrent Liabilities</b>     | <u>6,390,953</u>    | <u>6,651,613</u>     |
| <b>Total Liabilities</b>                | 13,037,147          | 12,084,439           |
| <b>Net Assets</b>                       | <u>(3,530,458)</u>  | <u>(1,984,815)</u>   |
| <b>Total Liabilities and Net Assets</b> | <b>\$ 9,506,689</b> | <b>\$ 10,099,624</b> |

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**  
**OPERATIONS AND UNDERLYING REAL ESTATE**  
*Consolidated Statement of Operations and Changes in Net Assets*  
*For the Years Ended December 31, 2025 and 2024*

|                                          | <u>2025</u>           | <u>2024</u>           |
|------------------------------------------|-----------------------|-----------------------|
| <b>Revenue</b>                           |                       |                       |
| Net resident service revenue             | \$ 6,247,700          | \$ 7,909,992          |
| <b>Total Revenue</b>                     | <u>6,247,700</u>      | <u>7,909,992</u>      |
| <b>Operating Expenses</b>                |                       |                       |
| Nursing services                         | 2,542,599             | 2,754,947             |
| Social services                          | 64,679                | 55,517                |
| Activities                               | 144,095               | 140,218               |
| Therapy services                         | 529,731               | 544,345               |
| Ancillary services                       | 199,853               | 235,264               |
| Dietary services                         | 512,225               | 603,961               |
| Housekeeping and laundry services        | 308,420               | 328,846               |
| Plant and operations maintenance         | 203,548               | 208,697               |
| Utilities                                | 213,027               | 155,859               |
| Administration                           | 854,526               | 937,064               |
| Management fees                          | 312,026               | 392,180               |
| Bad debt expense                         | 124,866               | 156,872               |
| Bed tax                                  | 51,156                | 51,157                |
| Employee benefits                        | 417,975               | 541,899               |
| Insurance                                | 510,597               | 365,522               |
| Depreciation and amortization            | 341,282               | 333,437               |
| Real estate taxes                        | <u>264,000</u>        | <u>264,000</u>        |
| <b>Total Operating Expenses</b>          | <u>7,594,605</u>      | <u>8,069,785</u>      |
| <b>Net Income (Loss) from Operations</b> | <u>(1,346,905)</u>    | <u>(159,793)</u>      |
| <b>Other Income (Expenses)</b>           |                       |                       |
| Interest income                          | 5,116                 | 5,430                 |
| Interest expense                         | <u>(203,854)</u>      | <u>(211,821)</u>      |
| <b>Other Income (Expenses), Net</b>      | <u>(198,738)</u>      | <u>(206,391)</u>      |
| <b>Change in Net Assets</b>              | (1,545,643)           | (366,184)             |
| <b>Net Assets - Beginning</b>            | <u>(1,984,815)</u>    | <u>(1,618,631)</u>    |
| <b>Net Assets - Ending</b>               | <u>\$ (3,530,458)</u> | <u>\$ (1,984,815)</u> |

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**  
**OPERATIONS AND UNDERLYING REAL ESTATE**  
*Consolidated Statement of Cash Flows*  
*For the Years Ended December 31, 2025 and 2024*

|                                                                                             | <u>2025</u>      | <u>2024</u>        |
|---------------------------------------------------------------------------------------------|------------------|--------------------|
| <b>Cash Flows from Operating Activities</b>                                                 |                  |                    |
| Net Income (Loss)                                                                           | \$ (1,545,643)   | \$ (366,184)       |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: |                  |                    |
| Depreciation and amortization                                                               | 341,282          | 333,437            |
| Changes in operating assets and liabilities:                                                |                  |                    |
| Resident accounts receivable, net                                                           | 72,284           | (369,410)          |
| Prepaid expenses and other current assets                                                   | 55,807           | (4,196)            |
| Accounts payable and accrued expenses                                                       | 1,104,423        | (845,813)          |
| <b>Net Cash Used in Operating Activities</b>                                                | <u>28,153</u>    | <u>(1,252,166)</u> |
| <b>Cash Flows from Investing Activities</b>                                                 |                  |                    |
| Purchase of property and equipment                                                          | (72,111)         | (95,241)           |
| Amounts expended for intangible assets                                                      | -                | 31,832             |
| <b>Net Cash Used in Investing Activities</b>                                                | <u>(72,111)</u>  | <u>(63,409)</u>    |
| <b>Cash Flows from Financing Activities</b>                                                 |                  |                    |
| Increase in due to (from) related parties                                                   | 108,945          | 1,471,774          |
| Increase in mortgage debt                                                                   | (260,660)        | (252,664)          |
| <b>Net Cash Provided by Financing Activities</b>                                            | <u>(151,715)</u> | <u>1,219,110</u>   |
| <b>Net Change in Cash</b>                                                                   | (195,673)        | (96,465)           |
| <b>Cash - Beginning</b>                                                                     | <u>233,355</u>   | <u>329,820</u>     |
| <b>Cash - Ending</b>                                                                        | <u>\$ 37,682</u> | <u>\$ 233,355</u>  |

**Supplemental disclosure of cash flow information:**

|                                               |            |            |
|-----------------------------------------------|------------|------------|
| <b>Cash Paid During the Year for Interest</b> | \$ 203,854 | \$ 211,821 |
|-----------------------------------------------|------------|------------|

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2025**

**1. Summary of Significant Accounting Policies:**

**Organization**

Northeast SNF Operations LLC and Northeast PC Operations LLC (collectively the “Operating Company”) operates Bryn Mawr Village (the “Center”), located in Bryn Mawr, Pennsylvania. The Center operates a 120-bed skilled nursing facility, a 25-bed memory care unit and 8 personal care beds. The Operating Company leases the Center from Haverford Property Holdings LLC (the “Landlord”). The Landlord is considered to be a variable interest entity. Both the Landlord and the Operating Company are wholly owned by Haverford Holding Company Inc, a Florida not-for-profit corporation (the “Parent”).

The Operating Company, the Landlord and the Parent are collectively referred to as the “Company” in these financial statements. The Company began operations on August 30, 2021.

**Going Concern**

FASB issued ASU No. 2014-15, Presentation of Financial Statements – Going Concern, which requires management to assess an entity’s ability to continue as a going concern by incorporating and expanding upon certain principles that are currently in U.S. auditing standards. ASU 2014-15 requires an evaluation every reporting period and certain disclosures when substantial doubt is alleviated or not alleviated. Substantial doubt about an entity’s ability to continue as a going concern is defined as when conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that its financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable). Based on management’s assessment, there is no indication that there is substantial doubt about the Company’s’ ability to continue as a going concern as of December 31, 2025.

**Basis of Presentation**

The accompanying financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). Under the accrual basis, revenue is recognized when earned and expenses when the related liability for goods and services is incurred, regardless of the timing of the related cash flows.

**Principles of Consolidation**

The consolidated financial statements include the financial statements of Operating Company and the Landlord. The Operating Company is the primary beneficiary of the Landlord, which qualifies as a variable interest entity (VIE). The determination was based on the fact that the Operating Company absorbs a majority of the VIE’s expected losses and receives a majority of its expected residual returns. Furthermore, both the Operating Company and the Landlord are wholly owned by the Parent. Except for amounts contractually required under the lease agreement between the Operating Company and the Landlord, the Operating Company did not provide any further financial or other support to the Landlord. The Operating Company could be required to provide additional financial support to assist the Landlord in meeting its financial obligations if contractually required amounts were insufficient. Financing of the Landlord is accomplished through a mortgage loan as described in Note 4 to the consolidated financial statements. The Operating Company’s involvement with the Landlord is limited to leasing the real estate and guaranteeing the mortgage note payable.

The assets, liabilities, revenues and expenses of the Operating Company and the Landlord have been included in the accompanying consolidated financial statements. All intercompany activity has been eliminated in consolidation.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, including estimated uncollectible accounts receivable for services to residents, and liabilities, including estimated net settlements with third-party reimbursement agencies and professional liabilities, and disclosure of contingent assets and contingent liabilities at the date of the financial statements. Estimates also affect the amounts of revenues and expenses reported during the period. There is at least a reasonable possibility that certain estimates could change by material amounts in the near term. Actual results could differ from those estimates.

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2025**

**1. Summary of Significant Accounting Policies (cont.):**

**Resident Funds**

Resident funds are accounted for as trust funds and are maintained separate from the Company's operating funds. The Company maintains a liability on its consolidated balance sheet equal to the amount of resident funds.

**Cash**

The Company maintains its cash in bank deposit accounts that, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts or instruments. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

**Resident Accounts Receivable and Allowance for Doubtful Accounts**

Resident accounts receivable result from the various health care services provided by the Company. Resident accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of resident accounts receivable, the Company analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts. For receivables associated with services provided to residents with third-party coverage, the Company analyzes contractually due amounts and provides an allowance, if necessary. For receivables associated with self-pay residents, including residents with insurance and a deductible or copayment, the Company records a provision for bad debts in the period of service on the basis of past experience of residents unable or unwilling to pay the service fee they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

**Property and Equipment**

Property and equipment are stated at cost. Depreciation of property and equipment is provided using the straight-line method over periods prescribed by the Internal Revenue Code, which approximate the estimated useful lives of the assets.

**Impairment of Long-Lived Assets**

If there is an event or a change in circumstances adversely impacting the recoverability of long-lived assets, the Company's policy is to assess any impairment in value by making a comparison of the current and projected operating cash flows of the asset over its remaining useful life, on an undiscounted basis, to the carrying amount of the asset. Such carrying amounts would be adjusted, if necessary, to reflect an impairment in the value of the assets. If the operation is determined to be unable to recover the carrying amount of its assets, the long-lived assets are written down to fair value. Fair value is determined based on discounted cash flows or appraised values, depending on the nature of the assets. There were no impairment losses in 2025.

**Net Resident Service Revenue**

Net resident service revenue is reported at estimated net realizable amounts from residents, most of whom are insured by third-party payors, and others for services rendered. The Company records resident service revenue on an accrual basis based on the Company's expected realizable rates in the period the related services are rendered.

The Company receives reimbursement under the federal Medicare program. Revenue from this program is subject to audit by Medicare and to retroactive adjustment. Differences between the estimated amounts accrued and interim and final settlements are reported in the consolidated statement of operations in the year of settlement.

Future changes in the Medicare program and any reduction of funding could have an adverse impact on the Company. Laws and regulations governing the Medicare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Additionally, noncompliance with such laws and regulations could result in fines, penalties and exclusion from such programs. The Company believes that it is in compliance with all applicable laws and regulations.

The Company evaluates the resident's ability to pay at the time services are rendered. Therefore, the Company presents the provision for bad debt as an operating expense rather than as a reduction of net resident service revenue.

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2025**

**1. Summary of Significant Accounting Policies (cont.):**

**Advertising**

The Organization's policy is to expense advertising costs as incurred. Advertising costs were \$599 for the year ended December 31, 2025.

**Income Taxes**

The Company is owned under the umbrella of a non-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (Code) and has been recognized as tax exempt under Section 501(a) of the Code. Accordingly, no provisions for income taxes have been included in the accompanying financial statements.

**Subsequent Events**

The Company evaluates the impact of subsequent events that occur after the balance sheet date but before the financial statements are issued, for potential recognition in the financial statements as of the balance sheet date or for disclosure in the notes to the financial statements. The Company evaluated events occurring subsequent to December 31, 2025 through April 13, 2026, the date on which the accompanying financial statements were available to be issued. During this period there were no subsequent events that required disclosure or recognition in the financial statements.

All references made to the period or year ended December 31, 2025, are for the period of January 1, 2025 to December 31, 2025.

**2. Resident Accounts Receivable, Net:**

The Company grants credit without collateral to its residents, many of whom are insured under third-party payor agreements. Management has provided an allowance for potential credit losses based on expected collections.

The mix of receivables from patients and third-party payers as of December 31, 2025 was as follows:

|                                      |                     |               |
|--------------------------------------|---------------------|---------------|
| Medicare                             | \$ 42,357           | 2.4%          |
| Private                              | 1,538,991           | 86.9%         |
| Other                                | 189,430             | 10.7%         |
|                                      | <u>1,770,778</u>    | <u>100.0%</u> |
| Less Allowance for Doubtful Accounts | (503,240)           |               |
|                                      | <u>\$ 1,267,538</u> |               |

**3. Property and Equipment:**

Property and equipment consisted of the following as of December 31, 2025:

|                               |                     |
|-------------------------------|---------------------|
| Land                          | \$ 678,500          |
| Buildings and Improvements    | 7,000,808           |
| FF&E                          | 57,338              |
|                               | <u>7,736,646</u>    |
| Less Accumulated Depreciation | (1,334,733)         |
|                               | <u>\$ 6,401,913</u> |

Depreciation expense for the period ended December 31, 2025 was \$325,857.

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2025**

**4. Mortgage Loan:**

On August 30, 2021, the Company assumed a U.S. Department of Housing and Urban Development ("HUD") backed mortgage agreement with Lancaster Pollard Mortgage Company LLC on its property in the original amount of \$8,468,700. The proceeds were used to purchase the premises of the skilled nursing facility. The note is secured by a first mortgage on the property. The loan matures December 1, 2043, and the terms require that certain covenants be met. Monthly payments of interest and principal in the amount of \$38,707 at an annual interest rate of 3.12% are required.

The balance due on the books of the Company as of December 31, 2025 was \$6,390,953.

**5. Net Resident Service Revenue:**

The following summarizes all payers and their percentage of revenue for the year ended December 31, 2025:

Room and Board Revenue, Net of Contractual Allowances

|                    |                  |              |
|--------------------|------------------|--------------|
| HMO                | \$ 867,693       | 13.9%        |
| Medicare           | 3,067,845        | 49.1%        |
| Private and Other  | 1,643,934        | 26.3%        |
| Assisted Living    | 619,310          | 9.9%         |
| Independent Living | -                | 0.0%         |
|                    | <u>6,198,782</u> | <u>99.2%</u> |

|                             |                     |               |
|-----------------------------|---------------------|---------------|
| Ancillary and Other Revenue | 48,918              | 0.8%          |
|                             | <u>\$ 6,247,700</u> | <u>100.0%</u> |

Revenue from the Medicare and Medicaid programs account for a significant portion of the Company's net resident service revenue. Laws and regulations governing those programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

**6. Related Party Transactions:**

**Due to/from Related Parties**

Due from related parties and due to related parties represent monies payable to, or receivable from, parties in which members of the Board of Directors of the Company have an interest. There are no set repayment terms or interest on the amounts.

**Operating Leases**

The Operating Company leases the nursing home facility from the Landlord under a lease agreement expiring on December 31, 2043. The lease requires an annual base rent amount plus additional rent as defined in the lease agreement.

Rent expense relating to operating leases was \$464,484 for the year ended December 31, 2025 and is eliminated in consolidation from the statement of operations and net assets.

Minimum annual rentals for leases in effect at December 31, 2025, cannot be determined due to the inconsistent nature of the lease agreement.

HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
OPERATIONS AND UNDERLYING REAL ESTATE  
*Notes to Consolidated Financial Statements*  
*December 31, 2025 and 2024*

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**Note 8 - Pennsylvania Department of Insurance Required Disclosures:**

As a continuing care provider, the Home is required to maintain a minimum liquid reserve to be in compliance with the Continuing Care Provider Registration and Disclosure Act. The minimum reserve is equal to the greater of total interest and principal payments on long-term debt due within the next twelve months or 10% of projected annual operating expenses related to continuing care contracts. The minimum reserve for the period ended December 31, 2025 and 2024 is calculated as follows:

|                                                                   | <u>2025</u>             | <u>2024</u>            |
|-------------------------------------------------------------------|-------------------------|------------------------|
| Principal and interest payments due within the next twelve months | \$ 464,484              | \$ 464,484             |
| Percent of residents subject to residence and care arrangement    | 2.46%                   | 1.23%                  |
|                                                                   | <u><u>\$ 11,429</u></u> | <u><u>\$ 5,734</u></u> |
| Projected annual operating expenses                               | 7,594,605               | 8,069,785              |
| Less depreciation and amortization expense                        | <u>341,282</u>          | <u>333,437</u>         |
| Operating expenses pertaining to statutory liquid reserve         | 7,253,323               | 7,736,348              |
| Percent of residents subject to residence and care arrangement    | 2.46%                   | 1.23%                  |
|                                                                   | \$ 178,473              | \$ 95,507              |
| Statutory liquid reserve factor                                   | 10%                     | 10%                    |
| 10% of projected annual operating expenses                        | <u><u>\$ 17,847</u></u> | <u><u>\$ 9,551</u></u> |
| Statutory liquid reserve (greater of above)                       | <u><u>\$ 17,847</u></u> | <u><u>\$ 9,551</u></u> |

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**INDEPENDENT ACCOUNTANTS' REPORT  
ON SUPPLEMENTARY INFORMATION**

To the Management of  
**Haverford Holding Company Inc**  
**(and subsidiaries)**

My report on my audits of the basic consolidated financial statements of the operations and the underlying real estate of **Haverford Holding Company Inc (and subsidiaries)** as of December 31, 2025 and 2024 and for the years then ended, appears on page 1. The objective of the audits was to perform procedures to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying schedules are presented for purposes of additional analysis and are not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in my opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.



Far Rockaway, New York  
April 13, 2026

HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
OPERATIONS AND UNDERLYING REAL ESTATE  
*Schedule I - Consolidating Balance Sheet*  
*December 31, 2025*

|                                           | Operating<br>Company | Landlord            | Eliminations | Consolidated        |
|-------------------------------------------|----------------------|---------------------|--------------|---------------------|
| <b>ASSETS</b>                             |                      |                     |              |                     |
| <b>Current assets:</b>                    |                      |                     |              |                     |
| Cash & Equivalents                        | \$ 19,835            | \$ -                | \$ -         | \$ 19,835           |
| Statutory liquid reserves                 | 17,847               | -                   | -            | 17,847              |
| Resident accounts receivable, net         | 1,267,538            | -                   | -            | 1,267,538           |
| Prepaid expenses and other current assets | 81,031               | 1,019,359           | -            | 1,100,390           |
| <b>Total current assets</b>               | <u>1,386,251</u>     | <u>1,019,359</u>    | <u>-</u>     | <u>2,405,610</u>    |
| <b>Noncurrent assets:</b>                 |                      |                     |              |                     |
| Property and equipment, net               | 296,376              | 6,105,537           | -            | 6,401,913           |
| Intangible assets, net                    | 16,644               | 682,522             | -            | 699,166             |
| <b>Total noncurrent assets</b>            | <u>313,020</u>       | <u>6,788,059</u>    | <u>-</u>     | <u>7,101,079</u>    |
| <b>Total Assets</b>                       | <u>\$ 1,699,271</u>  | <u>\$ 7,807,418</u> | <u>\$ -</u>  | <u>\$ 9,506,689</u> |
| <b>LIABILITIES AND NET ASSETS</b>         |                      |                     |              |                     |
| <b>Current liabilities:</b>               |                      |                     |              |                     |
| Accounts payable and accrued expenses     | \$ 2,722,833         | \$ 6,500            | \$ -         | \$ 2,729,333        |
| Due to (from) related parties             | 2,115,747            | 1,801,114           | -            | 3,916,861           |
| <b>Total current liabilities</b>          | <u>4,838,580</u>     | <u>1,807,614</u>    | <u>-</u>     | <u>6,646,194</u>    |
| <b>Noncurrent liabilities:</b>            |                      |                     |              |                     |
| Mortgage loan payable                     | -                    | 6,390,953           | -            | 6,390,953           |
| <b>Total Noncurrent Liabilities</b>       | <u>-</u>             | <u>6,390,953</u>    | <u>-</u>     | <u>6,390,953</u>    |
| <b>Total Liabilities</b>                  | 4,838,580            | 8,198,567           | -            | 13,037,147          |
| <b>Net Assets</b>                         | <u>(3,139,309)</u>   | <u>(391,149)</u>    | <u>-</u>     | <u>(3,530,458)</u>  |
| <b>Total Liabilities and Net Assets</b>   | <u>\$ 1,699,271</u>  | <u>\$ 7,807,418</u> | <u>\$ -</u>  | <u>\$ 9,506,689</u> |

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**  
**OPERATIONS AND UNDERLYING REAL ESTATE**  
*Schedule II - Consolidating Statement of Operations and Changes in Net Assets*  
*For the Year Ended December 31, 2025*

|                                          | Operating<br>Company  | Landlord            | Eliminations     | Consolidated          |
|------------------------------------------|-----------------------|---------------------|------------------|-----------------------|
| <b>Revenue</b>                           |                       |                     |                  |                       |
| Net resident service revenue             | \$ 6,247,700          | \$ -                | \$ -             | \$ 6,247,700          |
| Rental income                            | -                     | 464,484             | (464,484)        | -                     |
| <b>Total Revenue</b>                     | <u>6,247,700</u>      | <u>464,484</u>      | <u>(464,484)</u> | <u>6,247,700</u>      |
| <b>Operating Expenses</b>                |                       |                     |                  |                       |
| Nursing services                         | 2,542,599             | -                   | -                | 2,542,599             |
| Social services                          | 64,679                | -                   | -                | 64,679                |
| Activities                               | 144,095               | -                   | -                | 144,095               |
| Therapy services                         | 529,731               | -                   | -                | 529,731               |
| Ancillary services                       | 199,853               | -                   | -                | 199,853               |
| Dietary services                         | 512,225               | -                   | -                | 512,225               |
| Housekeeping and laundry services        | 308,420               | -                   | -                | 308,420               |
| Plant and operations maintenance         | 203,548               | -                   | -                | 203,548               |
| Utilities                                | 213,027               | -                   | -                | 213,027               |
| Administration                           | 850,625               | 3,901               | -                | 854,526               |
| Management fees                          | 312,026               | -                   | -                | 312,026               |
| Bad debt expense                         | 124,866               | -                   | -                | 124,866               |
| Bed tax                                  | 51,156                | -                   | -                | 51,156                |
| Employee benefits                        | 417,975               | -                   | -                | 417,975               |
| Insurance                                | 468,275               | 42,322              | -                | 510,597               |
| Rent expense                             | 464,484               | -                   | (464,484)        | -                     |
| Depreciation and amortization            | 44,157                | 297,125             | -                | 341,282               |
| Real estate taxes                        | 264,000               | -                   | -                | 264,000               |
| <b>Total Operating Expenses</b>          | <u>7,715,741</u>      | <u>343,348</u>      | <u>(464,484)</u> | <u>7,594,605</u>      |
| <b>Net Income (Loss) from Operations</b> | <u>(1,468,041)</u>    | <u>121,136</u>      | <u>-</u>         | <u>(1,346,905)</u>    |
| <b>Other Income (Expenses)</b>           |                       |                     |                  |                       |
| Interest income                          | -                     | 5,116               | -                | 5,116                 |
| Interest expense                         | (30)                  | (203,824)           | -                | (203,854)             |
| <b>Other Income (Expenses), Net</b>      | <u>(30)</u>           | <u>(198,708)</u>    | <u>-</u>         | <u>(198,738)</u>      |
| <b>Change in Net Assets</b>              | <u>(1,468,071)</u>    | <u>(77,572)</u>     | <u>-</u>         | <u>(1,545,643)</u>    |
| <b>Net Assets - Beginning</b>            | <u>(1,671,238)</u>    | <u>(313,577)</u>    | <u>-</u>         | <u>(1,984,815)</u>    |
| <b>Net Assets - Ending</b>               | <u>\$ (3,139,309)</u> | <u>\$ (391,149)</u> | <u>\$ -</u>      | <u>\$ (3,530,458)</u> |

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**  
**OPERATIONS AND UNDERLYING REAL ESTATE**  
*Schedule III - Consolidating Statements of Cash Flows*  
*For the Year Ended December 31, 2025*

|                                                                                                | Operating<br>Company | Landlord         | Eliminations | Consolidated     |
|------------------------------------------------------------------------------------------------|----------------------|------------------|--------------|------------------|
| <b>Cash Flows from Operating Activities</b>                                                    |                      |                  |              |                  |
| Net Income (Loss)                                                                              | \$ (1,468,071)       | \$ (77,572)      | \$ -         | \$ (1,545,643)   |
| Adjustments to reconcile net income to net cash<br>provided by (used in) operating activities: |                      |                  |              |                  |
| Depreciation and amortization                                                                  | 44,157               | 297,125          | -            | 341,282          |
| Changes in operating assets and liabilities:                                                   |                      |                  |              |                  |
| Resident accounts receivable, net                                                              | 72,284               | -                | -            | 72,284           |
| Prepaid expenses and other current assets                                                      | (17,799)             | 73,606           | -            | 55,807           |
| Accounts payable and accrued expenses                                                          | 1,104,423            | -                | -            | 1,104,423        |
| <b>Net Cash Used in Operating Activities</b>                                                   | <b>(265,006)</b>     | <b>293,159</b>   | <b>-</b>     | <b>28,153</b>    |
| <b>Cash Flows from Investing Activities</b>                                                    |                      |                  |              |                  |
| Purchase of property and equipment                                                             | (72,111)             | -                | -            | (72,111)         |
| Amounts expended for intangible assets                                                         | -                    | -                | -            | -                |
| <b>Net Cash Used in Investing Activities</b>                                                   | <b>(72,111)</b>      | <b>-</b>         | <b>-</b>     | <b>(72,111)</b>  |
| <b>Cash Flows from Financing Activities</b>                                                    |                      |                  |              |                  |
| Increase in due to (from) related parties                                                      | 142,669              | (33,724)         | -            | 108,945          |
| Increase (decrease) in mortgage debt                                                           | -                    | (260,660)        | -            | (260,660)        |
| <b>Net Cash Provided by Financing Activities</b>                                               | <b>142,669</b>       | <b>(294,384)</b> | <b>-</b>     | <b>(151,715)</b> |
| <b>Net Change in Cash</b>                                                                      | <b>(194,448)</b>     | <b>(1,225)</b>   | <b>-</b>     | <b>(195,673)</b> |
| <b>Cash - Beginning</b>                                                                        | <b>232,130</b>       | <b>1,225</b>     | <b>-</b>     | <b>233,355</b>   |
| <b>Cash - Ending</b>                                                                           | <b>\$ 37,682</b>     | <b>\$ -</b>      | <b>\$ -</b>  | <b>\$ 37,682</b> |

**Supplemental disclosure of cash flow information:**

|                                               |              |                   |             |                   |
|-----------------------------------------------|--------------|-------------------|-------------|-------------------|
| <b>Cash Paid During the Year for Interest</b> | <b>\$ 30</b> | <b>\$ 203,824</b> | <b>\$ -</b> | <b>\$ 203,854</b> |
|-----------------------------------------------|--------------|-------------------|-------------|-------------------|

HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES  
OPERATIONS AND UNDERLYING REAL ESTATE  
*Schedule IV - Consolidating Balance Sheet*  
December 31, 2024

|                                           | Operating<br>Company | Landlord            | Eliminations | Consolidated         |
|-------------------------------------------|----------------------|---------------------|--------------|----------------------|
| <b>ASSETS</b>                             |                      |                     |              |                      |
| <b>Current assets:</b>                    |                      |                     |              |                      |
| Cash & Equivalents                        | \$ 222,579           | \$ 1,225            | \$ -         | \$ 223,804           |
| Statutory liquid reserves                 | 9,551                | -                   | -            | 9,551                |
| Resident accounts receivable, net         | 1,339,822            | -                   | -            | 1,339,822            |
| Prepaid expenses and other current assets | 63,232               | 1,092,965           | -            | 1,156,197            |
| <b>Total current assets</b>               | <u>1,635,184</u>     | <u>1,094,190</u>    | <u>-</u>     | <u>2,729,374</u>     |
| <b>Noncurrent assets:</b>                 |                      |                     |              |                      |
| Property and equipment, net               | 266,861              | 6,388,798           | -            | 6,655,659            |
| Intangible assets, net                    | 18,205               | 696,386             | -            | 714,591              |
| <b>Total noncurrent assets</b>            | <u>285,066</u>       | <u>7,085,184</u>    | <u>-</u>     | <u>7,370,250</u>     |
| <b>Total Assets</b>                       | <u>\$ 1,920,250</u>  | <u>\$ 8,179,374</u> | <u>\$ -</u>  | <u>\$ 10,099,624</u> |
| <b>LIABILITIES AND NET ASSETS</b>         |                      |                     |              |                      |
| <b>Current liabilities:</b>               |                      |                     |              |                      |
| Accounts payable and accrued expenses     | \$ 1,618,410         | \$ 6,500            | \$ -         | \$ 1,624,910         |
| Due to (from) related parties             | 1,973,078            | 1,834,838           | -            | 3,807,916            |
| <b>Total current liabilities</b>          | <u>3,591,488</u>     | <u>1,841,338</u>    | <u>-</u>     | <u>5,432,826</u>     |
| <b>Noncurrent liabilities:</b>            |                      |                     |              |                      |
| Mortgage loan payable                     | -                    | 6,651,613           | -            | 6,651,613            |
| <b>Total Noncurrent Liabilities</b>       | <u>-</u>             | <u>6,651,613</u>    | <u>-</u>     | <u>6,651,613</u>     |
| <b>Total Liabilities</b>                  | 3,591,488            | 8,492,951           | -            | 12,084,439           |
| <b>Net Assets</b>                         | <u>(1,671,238)</u>   | <u>(313,577)</u>    | <u>-</u>     | <u>(1,984,815)</u>   |
| <b>Total Liabilities and Net Assets</b>   | <u>\$ 1,920,250</u>  | <u>\$ 8,179,374</u> | <u>\$ -</u>  | <u>\$ 10,099,624</u> |

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**  
**OPERATIONS AND UNDERLYING REAL ESTATE**  
*Schedule V - Consolidating Statement of Operations and Changes in Net Assets*  
*For the Year Ended December 31, 2024*

|                                          | Operating<br>Company  | Landlord            | Eliminations     | Consolidated          |
|------------------------------------------|-----------------------|---------------------|------------------|-----------------------|
| <b>Revenue</b>                           |                       |                     |                  |                       |
| Net resident service revenue             | \$ 7,909,992          | \$ -                | \$ -             | \$ 7,909,992          |
| Rental income                            | -                     | 464,484             | (464,484)        | -                     |
| <b>Total Revenue</b>                     | <u>7,909,992</u>      | <u>464,484</u>      | <u>(464,484)</u> | <u>7,909,992</u>      |
| <b>Operating Expenses</b>                |                       |                     |                  |                       |
| Nursing services                         | 2,754,947             | -                   | -                | 2,754,947             |
| Social services                          | 55,517                | -                   | -                | 55,517                |
| Activities                               | 140,218               | -                   | -                | 140,218               |
| Therapy services                         | 544,345               | -                   | -                | 544,345               |
| Ancillary services                       | 235,264               | -                   | -                | 235,264               |
| Dietary services                         | 603,961               | -                   | -                | 603,961               |
| Housekeeping and laundry services        | 328,846               | -                   | -                | 328,846               |
| Plant and operations maintenance         | 208,697               | -                   | -                | 208,697               |
| Utilities                                | 155,859               | -                   | -                | 155,859               |
| Administration                           | 930,564               | 6,500               | -                | 937,064               |
| Management fees                          | 392,180               | -                   | -                | 392,180               |
| Bad debt expense                         | 156,872               | -                   | -                | 156,872               |
| Bed tax                                  | 51,157                | -                   | -                | 51,157                |
| Employee benefits                        | 541,899               | -                   | -                | 541,899               |
| Insurance                                | 321,531               | 43,991              | -                | 365,522               |
| Rent expense                             | 464,484               | -                   | (464,484)        | -                     |
| Depreciation and amortization            | 36,313                | 297,124             | -                | 333,437               |
| Real estate taxes                        | 264,000               | -                   | -                | 264,000               |
| <b>Total Operating Expenses</b>          | <u>8,186,654</u>      | <u>347,615</u>      | <u>(464,484)</u> | <u>8,069,785</u>      |
| <b>Net Income (Loss) from Operations</b> | <u>(276,662)</u>      | <u>116,869</u>      | <u>-</u>         | <u>(159,793)</u>      |
| <b>Other Income (Expenses)</b>           |                       |                     |                  |                       |
| Interest income                          | -                     | 5,430               | -                | 5,430                 |
| Interest expense                         | -                     | (211,821)           | -                | (211,821)             |
| <b>Other Income (Expenses), Net</b>      | <u>-</u>              | <u>(206,391)</u>    | <u>-</u>         | <u>(206,391)</u>      |
| <b>Change in Net Assets</b>              | <u>(276,662)</u>      | <u>(89,522)</u>     | <u>-</u>         | <u>(366,184)</u>      |
| <b>Net Assets - Beginning</b>            | <u>(1,394,576)</u>    | <u>(224,055)</u>    | <u>-</u>         | <u>(1,618,631)</u>    |
| <b>Net Assets - Ending</b>               | <u>\$ (1,671,238)</u> | <u>\$ (313,577)</u> | <u>\$ -</u>      | <u>\$ (1,984,815)</u> |

**HAVERFORD HOLDING COMPANY INC  
AND SUBSIDIARIES**  
**OPERATIONS AND UNDERLYING REAL ESTATE**  
*Schedule VI - Consolidating Statements of Cash Flows*  
*For the Year Ended December 31, 2024*

|                                                                                                | Operating<br>Company | Landlord         | Eliminations | Consolidated       |
|------------------------------------------------------------------------------------------------|----------------------|------------------|--------------|--------------------|
| <b>Cash Flows from Operating Activities</b>                                                    |                      |                  |              |                    |
| Net Income (Loss)                                                                              | \$ (276,662)         | \$ (89,522)      | \$ -         | \$ (366,184)       |
| Adjustments to reconcile net income to net cash<br>provided by (used in) operating activities: |                      |                  |              |                    |
| Depreciation and amortization                                                                  | 36,313               | 297,124          | -            | 333,437            |
| Changes in operating assets and liabilities:                                                   |                      |                  |              |                    |
| Resident accounts receivable, net                                                              | (369,410)            | -                | -            | (369,410)          |
| Prepaid expenses and other current assets                                                      | (29,883)             | 25,687           | -            | (4,196)            |
| Accounts payable and accrued expenses                                                          | (852,313)            | 6,500            | -            | (845,813)          |
| <b>Net Cash Used in Operating Activities</b>                                                   | <b>(1,491,955)</b>   | <b>239,789</b>   | <b>-</b>     | <b>(1,252,166)</b> |
| <b>Cash Flows from Investing Activities</b>                                                    |                      |                  |              |                    |
| Purchase of property and equipment                                                             | (95,241)             | -                | -            | (95,241)           |
| Amounts expended for intangible assets                                                         | -                    | 31,832           | -            | 31,832             |
| <b>Net Cash Used in Investing Activities</b>                                                   | <b>(95,241)</b>      | <b>31,832</b>    | <b>-</b>     | <b>(63,409)</b>    |
| <b>Cash Flows from Financing Activities</b>                                                    |                      |                  |              |                    |
| Increase in due to (from) related parties                                                      | 1,490,342            | (18,568)         | -            | 1,471,774          |
| Increase (decrease) in mortgage debt                                                           | -                    | (252,664)        | -            | (252,664)          |
| <b>Net Cash Provided by Financing Activities</b>                                               | <b>1,490,342</b>     | <b>(271,232)</b> | <b>-</b>     | <b>1,219,110</b>   |
| <b>Net Change in Cash</b>                                                                      | <b>(96,854)</b>      | <b>389</b>       | <b>-</b>     | <b>(96,465)</b>    |
| <b>Cash - Beginning</b>                                                                        | <b>328,984</b>       | <b>836</b>       | <b>-</b>     | <b>329,820</b>     |
| <b>Cash - Ending</b>                                                                           | <b>\$ 232,130</b>    | <b>\$ 1,225</b>  | <b>\$ -</b>  | <b>\$ 233,355</b>  |

**Supplemental disclosure of cash flow information:**

|                                               |             |                   |             |                   |
|-----------------------------------------------|-------------|-------------------|-------------|-------------------|
| <b>Cash Paid During the Year for Interest</b> | <b>\$ -</b> | <b>\$ 211,821</b> | <b>\$ -</b> | <b>\$ 211,821</b> |
|-----------------------------------------------|-------------|-------------------|-------------|-------------------|

**TAB B4**

# Bryn Mawr Village

|                                                                                                                                                                     | 2025<br>Budget | 2025<br>Actual | Narrative Statement of Material Differences Between<br>2025 Budget and 2025 Actual | 2026<br>Budget |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|------------------------------------------------------------------------------------|----------------|
| <b>Revenue</b>                                                                                                                                                      |                |                |                                                                                    |                |
| Private & Semi Private<br>including resident services)                                                                                                              | 2,100,000.00   | 1,509,534.00   | Decreased Census                                                                   | 2,000,000.00   |
| Medicare Part A                                                                                                                                                     | 3,100,000.00   | 3,067,845.00   |                                                                                    | 3,100,000.00   |
| Insurance/Managed Care/VA/Hospice                                                                                                                                   | 2,000,000.00   | 1,002,093.00   | Decreased Census                                                                   | 1,400,000.00   |
| Personal Care                                                                                                                                                       | 1,300,000.00   | 619,310.00     | Decreased Census                                                                   | 900,000.00     |
| Ancillary and Income                                                                                                                                                | 375,000.00     | 54,034.00      | Decreased Census                                                                   | 300,000.00     |
| Independent Living                                                                                                                                                  | 25,000.00      | -              | No Entrance Fee Deposits Received                                                  | 25,000.00      |
| Total Revenue                                                                                                                                                       | 8,900,000.00   | 6,252,816.00   |                                                                                    | 7,725,000.00   |
| <b>Operating Expenses</b>                                                                                                                                           |                |                |                                                                                    |                |
| <b>The presentation of the budget is not corrspondant to the finacial statement line numbers therefore we have reviewed expenses in total and not by line item.</b> |                |                |                                                                                    |                |
| <b>See Narrative describing material differences between forecasted revenues and expenses and actual revenues and expenses.</b>                                     |                |                |                                                                                    |                |
| Consulting Fees                                                                                                                                                     | 6,000.00       | 11,496.00      |                                                                                    | 6,000.00       |
| Pharmacy                                                                                                                                                            | 235,000.00     | 182,935.00     | Decreased Census                                                                   | 200,000.00     |
| Therapy Supplies                                                                                                                                                    | 6,000.00       | 22,855.00      | Underbudgeted                                                                      | 20,000.00      |
| Payroll                                                                                                                                                             | 4,300,000.00   | 3,509,607.00   | Decreased Census                                                                   | 3,500,000.00   |
| Employee Benefits & Payroll Taxes                                                                                                                                   | 550,000.00     | 417,975.00     | Decrease due to decrease in payroll                                                | 425,000.00     |
| Insurances                                                                                                                                                          | 375,000.00     | 510,597.00     | Underbudgeted                                                                      | 500,000.00     |
| Utilities                                                                                                                                                           | 160,000.00     | 213,027.00     | Underbudgeted                                                                      | 200,000.00     |
| Data Processing/Management Expenses                                                                                                                                 | 550,000.00     | 460,618.00     | Decreased Census                                                                   | 550,000.00     |
| Administrative Expenses                                                                                                                                             | 70,000.00      | 83,694.00      | Overbudgeted                                                                       | 50,000.00      |
| Professional Fees                                                                                                                                                   | 40,000.00      | 70,066.00      |                                                                                    | 40,000.00      |
| Advertising and Marketing                                                                                                                                           | 30,000.00      | 8,187.00       | Underbudgeted                                                                      | 30,000.00      |
| Nursing Agency                                                                                                                                                      | 900,000.00     | 773,233.00     | Decreased Census                                                                   | 800,000.00     |
| Medical Supplies                                                                                                                                                    | 75,000.00      | 89,957.00      |                                                                                    | 75,000.00      |
| Oxygen Supplies                                                                                                                                                     | 2,500.00       | 592.00         | Overbudgeted                                                                       | 2,500.00       |
| Medical Director                                                                                                                                                    | 30,000.00      | 39,500.00      |                                                                                    | 30,000.00      |
| Other Ancillaries                                                                                                                                                   | 17,500.00      | 16,327.00      | Overbudgeted                                                                       | 17,500.00      |
| Activities                                                                                                                                                          | 20,000.00      | 7,758.00       |                                                                                    | 20,000.00      |
| Food & Supplies                                                                                                                                                     | 220,000.00     | 174,636.00     | Decreased Census                                                                   | 220,000.00     |
| Maintenance Supplies and Services                                                                                                                                   | 135,000.00     | 132,404.00     |                                                                                    | 135,000.00     |
| Housekeeping & Laundry Supplies                                                                                                                                     | 72,500.00      | 27,978.00      | Underbudgeted                                                                      | 72,500.00      |
| Vehicle Expense/Travel                                                                                                                                              | 80,000.00      | 59,859.00      | Underbudgeted                                                                      | 80,000.00      |
| Bad Debt Expense                                                                                                                                                    | 160,000.00     | 124,866.00     | Decreased revenue                                                                  | 125,000.00     |
| Bed Tax                                                                                                                                                             | 50,000.00      | 51,156.00      |                                                                                    | 50,000.00      |
| Interest                                                                                                                                                            | 200,000.00     | 203,854.00     |                                                                                    | 200,000.00     |
| Taxes                                                                                                                                                               | 265,000.00     | 264,000.00     |                                                                                    | 265,000.00     |
| Depreciation                                                                                                                                                        | 300,000.00     | 325,857.00     |                                                                                    | 300,000.00     |
| Amortization                                                                                                                                                        | 15,000.00      | 15,425.00      |                                                                                    | 15,000.00      |
| Total Operating Expenses                                                                                                                                            | 8,864,500.00   | 7,798,459.00   |                                                                                    | 7,928,500.00   |
| NET INCOME/(LOSS)                                                                                                                                                   | 35,500.00      | (1,545,643.00) |                                                                                    | (203,500.00)   |

**TAB B5**

## NOTICE OF RIGHT OF RESCISSION

DATE RESCISSION PERIOD BEGINS: \_\_\_\_\_.

YOU MAY RESCIND AND TERMINATE YOUR RESIDENT'S AGREEMENT, WITHOUT PENALTY OR FORFEITURE, WITHIN 7 DAYS OF THE ABOVE DATE. YOU ARE NOT REQUIRED TO MOVE INTO THE CONTINUING CARE FACILITY BEFORE THE EXPIRATION OF THIS 7 DAY PERIOD. NO OTHER AGREEMENT OR STATEMENT YOU SIGN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO RESCIND YOUR AGREEMENT WITHIN THE SEVEN (7) DAY PERIOD. TO RESCIND YOUR RESIDENT'S AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS NOTICE, OR ANY OTHER DATED WRITTEN NOTICE, LETTER OR TELEGRAM, STATING YOUR DESIRE TO RESCIND TO: BRYN MAWR VILLAGE 773 EAST HAVERFORD ROAD, BRYN MAWR, PA, 19010.

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ ( LAST DAY FOR RESCISSION).

PURSUANT TO THIS NOTICE, I HEREBY CANCEL MY RESIDENT'S AGREEMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Resident

\_\_\_\_\_  
Print Name of Prospective Resident