Continuing Care Retirement Communities
Financial Analysis Division
Attention: CCRC's assigned Financial Analyst
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

RE: Reformed Woman's Association Disclosure Statement December 31, 2025

To Whom it may concern,

Please find enclosed the following documents required and part of Reformed Woman's Association's annual Disclosure Statement for year ended December 31,2025.

Enclosures include:

- December 31,2025 Disclosure Statement
  - ALL CPA RELATED DOCUMENTS WILL BE PROVIDED ONCE AUDIT IS FINALIZED EXPECTED BY 5/31/2026
- Payment Receipt for the annual filing fee of $750 paid online

Should there be any questions or concerns please do not hesitate to contact Jessica Kline at jkline@rphome.org.

Sincerely,

Jessica Kline

Jessica Kline

Pennsylvania
Insurance Department

CONTINUING CARE RETIREMENT COMMUNITIES ("CCRCs")

PROVIDER NAME: Reformed Presbyterian Womans Association **EIN:** 25-0974327

FACILITY NAME: Reformed Presbyterian Womans Association

D/B/A NAME (if applicable): Upper Rooms Vista

Contact: Jessica Kline **Telephone:** 412-321-4139

Contact Email address: jkline@rphome.org **Billing Email address:** jkline@rphome.org

Required Filings in the State Of: **Pennsylvania** **Filings Made During the Year 2025**

PENNSYLVANIA DOMESTIC FILERS:

The Department is paperless filings, we require a billing email addresses. Please ensure contact information on file with the Department is always maintained current. We need contact persons name (CEO or CFO), email ID and contact number with annual filings.

Filings should be made in electronic form only. Further:

1. All Pennsylvania CCRC filings are to be emailed to:
   RA-IN-CCRC@PA.gov
   a. The email subject line should begin with the EIN followed by the provider name and then facility name. **Please do not use d/b/a name for the Provider in email subject line.**
   b. Each document is to be submitted in PDF format.
   c. ZIP files cannot be accepted through the firewall and may result in a late filing. Encrypted files can be accepted and are preferable over a secured portal process.
   d. The document file name for each item should begin with the provider name and a brief document description. (i.e. CCRC Disclosure Statement).
   e. Documents requiring signature should include a wet signature PDF scan.
   f. Please provide a Company contact email address for the Department to address any inquiries and direct invoicing for electronic payment implementation.
2. Electronic filings are required.
3. The scanned documents submitted should reflect the appropriate wet signatures and notary requirement.
4. Filing fee payment can be mailed to the Department, to **ATTN: Hem Mahat**, Administration, PA Insurance Department, 1326 Strawberry Square, Harrisburg, PA 17120 and clearly identify the Provider name, EIN and CCRC renewal fee period. A scanned copy of the fee payment can be included with the electronic submission to facilitate filing review.
5. Questions can be emailed to RA-IN-CCRC@PA.gov

Bureau of Market Actions
1321 Strawberry Square | Harrisburg, Pennsylvania 17120
RA-IN-CCRC@pa.gov

CONSOLIDATED AUDIT REQUESTS			
√	**DOCUMENT**	**DUE DATE ***	**CITATION ****
	Request to file consolidated or combined audit filings in lieu of separate CPA reports. Note: This request requires prior approval. If approved, the required consolidated or combined worksheets need to be subjected to audit procedures.	30 days prior to fiscal year end	31 Pa. Code § 147.7(c)
REQUIRED FILINGS			
√	**DOCUMENT**	**DUE DATE ***	**CITATION ****
	CPA Report	Four (4) months after fiscal year end	31 Pa. Code § 147.3(c)
	Disclosure of Calculation of "Statutory Liquid Reserves" must be part of the audited financial statements notes or as a supplemental schedule. Statutory Liquid Reserves amount must be part of the audited balance sheet as a separate balance sheet account.	Four (4) months after fiscal year end	40 P.S. § 3209 And 31 Pa. Code § 151.11(d)
	Disclosure of all "Deferred Revenues" (Deferred Revenues - Nonrefundable portion of entrance fees reported as deferred income & amortized over the actuarially determined life expectancy of each resident.)	Four (4) months after fiscal year end	31 Pa. Code § 151.11(d)
	Disclosure of funds maintained in an escrow account for entrance fees must be part of the audited financial statements notes.	Four (4) months after fiscal year end	40 P.S. § 3212
	CPA Qualification Letter	Four (4) months after fiscal year end	31 Pa. Code §§ 147.4(e) & 147.6a
	CPA Awareness Letter Not required annually, but must be on file for the CPA performing the current year's audit	Four (4) months after fiscal year end	31 Pa. Code § 147.5(d)
	Communication of Internal Control Related Matters Noted in Audit	If issued by CPA Within 60 days of filing the CPA report	31 Pa. Code § 147.9a
	Notification of Adverse Financial Condition	If issued by CPA Within 5 business days of receipt, forward a copy to the Department & provide evidence of such to the CPA.	31 Pa. Code §§ 147.4(e) & 147.9
	Change in CPA letters		
	Notification of dismissal, resignation, or replacement	Within 5 business days of CPA dismissal, resignation, or replacement	31 Pa. Code § 147.5(c)
	CCRC's letter addressing whether there were disagreements 24 months prior to change	Within 10 business days of the notification letter	31 Pa. Code § 147.5(c)(1)

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RA-IN-CCRC@pa.gov

√	DOCUMENT	DUE DATE *	CITATION **
	Letter from the former CPA stating that they agree or disagree with the contents of the letter from the CCRC regarding disagreements 24 months prior to change	Concurrently with the CCRC's letter regarding disagreements	31 Pa. Code § 147.5(c)(2)
	Letter with the name and address of the independent CPA or accounting firm retained to conduct the annual audit and provide an awareness letter from same	Within 60 business days of the notification letter	31 Pa. Code §§ 147.5(c)(3) & (d)
	Current Resident's Agreement (Complete copy required regardless if unchanged from the prior filing)	Four (4) months after fiscal year end	31 Pa. Code § 151.8(f)
	Disclosure Statement *** ***Note: This must be filed by the provider and in the format presented to a current or potential resident. Disclosure statement filings are public and posted to the Insurance Department website. Please submit in PDF format to the Department.***	Four (4) months after fiscal year end	40 P.S. § 3207(b) and 31 Pa. Code § 151.7
	Narrative statement of material differences of actual vs. pro forma income statement	Four (4) months after fiscal year end	40 P.S. § 3207(b)(1)
	Pro Forma Income Statement – for the next fiscal year	Four (4) months after fiscal year end	40 P.S. § 3207(b)(2)
AMENDMENTS TO DISCLOSURE STATEMENTS			
	An electronic filing is to be submitted and include a cover letter briefly outlining the sections of the disclosure statement amended and a redline version illustrating the changes. Material changes in the operation of a provider or facility which require an amendment to a disclosure statement may include, but are not limited to, the following: (1) Changes in the board of directors, officers, managing or general partners, administrators or trustees and managers which affect the management of a facility. Biographical affidavits by these individuals shall be filed with the Department at the time an amended disclosure statement is filed. (2) New or additional mortgages, liens, security interests, loan commitments, long-term financing arrangements or leases, which transaction materially affects the real property of the facility. A copy of all pertinent documents evidencing the transactions shall be filed with the Department at the time an amended disclosure statement is filed. ***Continued on next page***	Upon amendment or change	31 Pa. Code § 151.7(e)

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√	DOCUMENT	DUE DATE *	CITATION **
	(3) Other material changes in the financial or factual information contained in the disclosure statement or statement in support of the provider's original application for a certificate of authority. Explanatory material and copies of pertinent documents concerning the material changes shall be filed with the Department at the time an amended disclosure statement is filed. ***Note: Amended Disclosure Statements must be filed by the provider within 30 days of amendment or change, and in the format to be presented to a current or potential resident. Amended Disclosure Statements are public documents and posted on the Department's website.***	Upon amendment or change	31 Pa. Code § 151.7(e)

* There are no provisions in statute or regulation that provide for an extension or waiver of the audited financial report filing date requirements for CCRCs.

** 31 Pa. Code Chapters 147 and 151 are available on The Pennsylvania Code website at: Annual Audited Insurers' Financial Report and Continuing Care Providers.

*** **Filing fee** - There is a $750 Disclosure Statement filing fee pursuant to 31 Pa. Code § 151.14(c). Filing fee payment can be mailed to the Department, to **ATTN: Hem Mahat**, Administration, PA Insurance Department, 1326 Strawberry Square, Harrisburg, PA 17120 and clearly identify the Provider name, EIN and CCRC renewal fee period. A scanned copy of the fee payment can be included with the electronic submission to facilitate filing review.

**** Contact details should be maintained current with every annual filings. Contact person name, email address and telephone number should be filed annually. Contact person should be CEO, CFO or someone from executive board.

INQUIRIES CAN BE MADE TO:
Pennsylvania Insurance Department
E-mail: RA-IN-CCRC@pa.gov

REFORMED PRESBYTERIAN WOMAN'S ASSOCIATION

D/B/A UPPER ROOMS VISTA

a
Continuing Care Retirement Community

Located at:
2344 Perrysville Avenue
Pittsburgh, PA 15214
Phone: (412) 321-4139

Effective Date of Disclosure Statement: April 2026

This Disclosure Statement is not a contract and the Provider reserves all rights to amend, revise, update and otherwise change the Disclosure Statement at any time, in accordance with applicable laws.

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

TABLE OF CONTENTS

Page

Important Information to Prospective Residents i

Summary of Disclosure Statement ii

Disclosure Statement
- Name & Business Address 1
- History & Organization 1
- Controlling Parties & Description of Interest in or Occupation with Provider 2
- Disclosure of Related Party Contracts 3
- Disclosure of Felony Conviction, Felony Charges, Civil Actions Court Orders, License Suspensions 3
- Affiliation with Religious, Charitable, or Other Nonprofit Organizations 3
- Description of Physical Property 4
- Resident Fees 5
  - Payment of a One-Time Entrance Fee 5
  - Amortization of Entrance Fee 6
  - Refund Policy 6
    - Termination before Occupancy 6
    - Termination after Occupancy 7
  - Payment of Monthly Maintenance Fees 7
  - Services Included in Monthly Maintenance Fee for Independent Living 8
  - Fees for Additional Services 8
  - Promotional Offers 8
  - Fees for Personal Care & Nursing Care Services 9

Frequency & Average Dollar Amount of Each Increase in Periodic Rates for the Previous 5 Years 10

Average Annual Costs for Providing Services 10

Escrow & Reserve Funds 10

Audited Financial Statements 11

Residency Agreement 11

Right to Rescind Residency Agreement 11
Resident Right to Organize..... 11
Acknowledgment Receipt..... 12

Exhibits

Exhibit "A"	Reciprocal License and Easement Agreement
Exhibit "B"	Controlling Parties & Description of Interest in Provider
Exhibit "C"	Business Experience of Key Management Personnel, Controlling Parties & Operating Officers
Exhibit "D"	Entrance Fees and Monthly Maintenance Fees
Exhibit "E"	Residency Agreement
Exhibit "F"	Table Showing Frequency & Average Dollar Amount of Each Increase in Periodic Rates for the Previous 5 Years
Exhibit "G"	Average Cost of Providing Care & Services From the Previous Operating Fiscal Period
Exhibit "H"	Audited Financial Statements

Important Information to Prospective Residents

Pursuant to the Pennsylvania Continuing Care Provider Registration and Disclosure Act, 40 P.S. Section 3207 et. sec., (the "Act") this Disclosure Statement is being delivered to you at the time of or prior to your execution of a "Residency Agreement," or at the time of or prior to your payment of any money to Reformed Presbyterian Woman's Association. A copy of the Residency Agreement is attached. Your receipt of this Disclosure Statement creates no obligation on your part to execute and deliver the Residency Agreement to Reformed Presbyterian Woman's Association, nor does it create any obligation on the part of Reformed Presbyterian Woman's Association.

This Disclosure Statement contains a fair summary of the material enclosed and other terms of the documents purported to be summarized. This Disclosure statement is furnished to prospective Residents and their representatives, and may not be relied upon by any other person.

SUMMARY OF DISCLOSURE STATEMENT

The following summary is qualified in its entirety by more detailed information appearing elsewhere and referred to in this Disclosure Statement and in the Residency Agreement attached to this Disclosure Statement.

1. **THE FACILITY:** The Reformed Presbyterian Woman's Association ("RPWA") is a Pennsylvania, charitable, non-profit corporation that currently provides a continuum of care to the elderly through the operation of residential housing (hereinafter known as "independent living"), personal care, and nursing care services on its existing campus located at 2344 Perrysville Avenue, Pittsburgh, PA 15214. The continuing care retirement community ("CCRC") operates under the trade name of Upper Rooms Vista. Phone: (412) 321-4139.

2. **LICENSED PROVIDER:** The licensed provider is the Reformed Presbyterian Woman's Association ("RPWA"), located at 2344 Perrysville Avenue, Pittsburgh, PA 15214.
Phone: (412) 321-4139.

3. **PERSON TO BE CONTACTED TO DISCUSS ADMISSION:**
Julie Haley is the person to contact for individuals considering admission to Upper Rooms Vista. Julie Haley can be contacted at 2344 Perrysville Avenue, Pittsburgh, PA 15214. Phone: (412) 321-4139.

4. **DESCRIPTION OF PROPERTY:** Upper Rooms Vista is located on approximately 2.9 acres in Pittsburgh, PA in an urban area of Allegheny County. The RPWA campus currently consists of a five (5) floor brick building that contains administrative offices on the first and fifth floors, staff offices on the fourth floor, 56 licensed personal care beds on the second floor, and 58 licensed nursing care beds on the third floor. The nursing unit operates as a division of the Reformed Presbyterian Woman's Association, d/b/a Reformed Presbyterian Home and the personal care unit operates as a division of Reformed Presbyterian Woman's Association, d/b/a McKee Place.

In October 2007, RPWA and The Upper Rooms Inc., an affiliated entity of RPWA, completed construction of an apartment building located on a parcel of ground, owned by The Upper Rooms, Inc., that is contiguous to the RPWA campus. The five (5) floor, brick building consists of 26 HUD Section 202 supportive housing units for low income frail elderly persons which are located on the first four (4) floors. The HUD Section 202 apartments, owned by The Upper Rooms, Inc., only offer a Monthly Rental Admission Plan that is not subject to review and approval by the Department of Insurance. Residents who occupy a HUD Section 202 apartment are not provided priority access to personal care and nursing care services at RPWA as they are not considered part of the CCRC.

The fifth floor of the building, separately owned by RPWA, consists of nine (9) independent living apartments for the elderly. These apartments are the independent living component of the CCRC, which operates under the trade name Upper Rooms Vista. Each apartment includes a fully equipped kitchen, living/dining room, bedroom, and bath. Priority access to personal care and nursing care services are provided to residents of Upper Rooms Vista in return for payment of an entrance fee. An entrance fee is one charged to Residents seeking admission to the CCRC. Under this agreement, a resident of Upper Rooms Vista who requires personal care and/or nursing care services has priority access on a space-available basis, over anyone else to personal care and nursing care services at RPWA.

An alternative Residency Agreement is offered by Upper Rooms Vista which provides for a Monthly Rental Admissions Plan to the independent living apartments that is not subject to review and approval by the Department of Insurance. Residents who occupy a rental apartment are not provided priority access to personal care and nursing care services as they are not considered part of the CCRC.

The apartment building adjoins the Reformed Presbyterian Home by a connector, owned by RPWA, which contains a cafeteria, convenience store, beauty and barbershop, and lounge.

5. **AGE REQUIREMENTS:** The minimum entrance age for admission to the independent living apartments is 60 years of age prior to the date of occupancy.

6. **AFFILIATIONS WITH RELIGIOUS, FRATERNAL, CHARITABLE AND NON-PROFIT ORGANIZATIONS:** RPWA is a recognized ministry of the Reformed Presbyterian Church of North America, which has contributed to the mission and vision of RPWA throughout its history.

RPWA is also affiliated with The Upper Rooms, Inc., a Pennsylvania, charitable, non-profit organization that owns and operates 26 HUD Section 202 apartments for low income elderly persons, on the first four (4) floors of an apartment building adjoining the RPWA's nursing and personal care facility. The fifth floor of the apartment building is owned and operated by RPWA and houses the independent living component of the CCRC.

RPWA and The Upper Rooms, Inc. are separate legal entities and are accounted for separately, but shown in audited financials as consolidated for financial reporting purposes. Neither The Upper Rooms, Inc., nor any other person or entity, is responsible for the liabilities of RPWA or the fulfillment of its anticipated contractual obligations to its residents.

7. **CURRENT RESIDENT POPULATION:** Current Resident population is as follows:

Independent Living	4	Residents
Personal Care	22	Residents
Nursing Care	54	Residents
Total	80	Residents

8. **THE ENTRANCE AND MONTHLY FEES:** Please refer to **EXHIBIT D.** In the event that a resident subsequently marries or an additional occupant moves in with an existing resident, please refer to the Residency Agreement for full details regarding additional fees.

9. **TAXABLE STATUS:** RPWA is a Pennsylvania, non-profit, charitable corporation exempt from payment of Federal Income Tax in accordance with Section 501 (c)(3) of the Internal Revenue Code.

DISCLOSURE STATEMENT

This Disclosure Statement contains a fair summary of the documents enclosed and of the terms of the documents purported to be summarized.

1. NAME AND BUSINESS ADDRESS

The Reformed Presbyterian Woman's Association ("RPWA") is a Pennsylvania, charitable, non-profit corporation that currently provides a continuum of care to the elderly through the operation of residential housing (hereinafter known as "independent living"), personal care, and nursing care services on its existing campus located at 2344 Perrysville Avenue, Pittsburgh, PA 15214. The continuing care retirement community ("CCRC") operates under the trade name of Upper Rooms Vista. Phone: (412) 321-4139.

2. HISTORY AND ORGANIZATION

The Reformed Presbyterian Woman's Association ("RPWA") was chartered in 1897 to provide a home for widows, orphans, aged and infirmed with funds donated by John A. McKee, at the request of his daughter, Mary McKee Morton, who played a significant part in establishing RPWA. At the time the RPWA was formed, the Synod of the Reformed Presbyterian Church of North America, by formal resolution, entrusted the management and responsibility for this ministry to the women of the church under the corporate name Reformed Presbyterian Woman's Association. The Reformed Presbyterian Home expanded and renovated through the years and a major renovation in 1983 resulted in the present structure.

RPWA is a recognized ministry of the Reformed Presbyterian Church of North America. The Reformed Presbyterian Church of North America however is not responsible for the financial or contractual obligations of RPWA.

RPWA currently owns and operates 56 licensed personal care beds and 58 licensed nursing care beds on separate floors of the same building. The personal care unit operates as a division of Reformed Presbyterian

Woman's Association, d/b/a McKee Place. The nursing unit operates as a division of Reformed Presbyterian Woman's Association, d/b/a Reformed Presbyterian Home.

On April 21, 2004, The Upper Rooms, Inc., an affiliated entity of RPWA, was organized and established. In October 2007, The Upper Rooms, Inc. and RPWA completed construction of an apartment building, located on a parcel of ground owned by The Upper Rooms, Inc. that is contiguous to the RPWA campus. The five (5) floor, brick building consists of 26 HUD Section 202 supportive housing apartments on the first floor (4) floors for low income frail elderly persons, owned by The Upper Rooms, Inc. and nine (9) independent living apartments on the fifth floor owned by RPWA and known as the Upper Rooms Vista. The independent living apartments became available for occupancy in October 2007.

A Reciprocal License and Easement Agreement between RPWA and The Upper Rooms, Inc. establishes certain reciprocal licenses and easements, including but not limited to, allowing non-exclusive right to use elevators, the community room and the laundry room in The Upper Rooms, Inc. and non-exclusive right of pedestrian access over, along and through The Upper Rooms, Inc. property and RPWA property. The Agreement also addresses maintenance and liability insurance obligations of RPWA and The Upper Rooms, Inc. Reference should be made to the Reciprocal License and Easement Agreement for further information. See **EXHIBIT A**.

3. CONTROLLING PARTIES & DESCRIPTION OF INTEREST IN OR OCCUPATION WITH RPWA

The Board of Directors of RPWA has oversight authority over the business affairs of Upper Rooms Vista. The governing board is comprised of members of the Reformed Presbyterian Woman's Association who are also members of the Reformed Presbyterian Church of North America.

The name and business address of each officer and director is attached as **EXHIBIT B**.

A description of the background and experience of RPWA's management personnel is attached as **EXHIBIT C**.

4. DISCLOSURE OF RELATED PARTY CONTRACTS

No Officer, Director, Trustee, or other person holds a 10% or greater equity or beneficial interest in RPWA or in an entity that has provided $500 or more in goods or services to Upper Rooms Vista.

5. DISCLOSURE OF FELONY CONVICTIONS, FELONY CHARGES, CIVIL ACTIONS, COURT ORDERS, LICENSE SUSPENSIONS, ETC.

Neither the Provider, nor its board members (a) have been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; and neither are they (b) subject to a currently effective injunctive or restrictive order of a court of record, or within the past five years had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including, without limitation, actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under the Pennsylvania Continuing Care Provider Registration and Disclosure Act or a similar act in another state.

6. AFFILIATIONS WITH RELIGIOUS, FRATERNAL, CHARITABLE AND NON-PROFIT ORGANIZATIONS

RPWA is a recognized ministry of the Reformed Presbyterian Church of North America, which has contributed to the mission and vision of RPWA throughout its history.

RPWA is also affiliated with The Upper Rooms, Inc., a Pennsylvania, charitable, non-profit organization that will own and operates 26 HUD Section 202 apartments for low income frail elderly persons, on the first

four (4) floors of an apartment building adjoining the RPWA's nursing and personal care facility. The fifth floor of the apartment building is owned and operated by RPWA and houses the independent living component of the CCRC.

RPWA and The Upper Rooms, Inc. are separate legal entities and are accounted for separately, but shown in audited financials as consolidated for financial reporting purposes. Neither Upper Rooms, Inc., nor any other person or entity is responsible for the liabilities of RPWA or the fulfillment of its anticipated contractual obligations to its residents.

7. DESCRIPTION OF PHYSICAL PROPERTY

Upper Rooms Vista is located on approximately 2.9 acres in Pittsburgh, PA in an urban area of Allegheny County. The RPWA campus currently consists of a five (5) floor brick building that contains administrative offices on the first and fifth floors, staff offices on the fourth floor, 56 licensed personal care beds on the second floor, and 58 licensed nursing care beds on the third floor. The nursing unit operates as a division of the Reformed Presbyterian Woman's Association, d/b/a Reformed Presbyterian Home and the personal care unit operates as a division of the Reformed Presbyterian Woman's Association, d/b/a McKee Place.

In October 2007, RPWA and The Upper Rooms Inc., an affiliated entity of RPWA, completed construction of an apartment building located on a parcel of ground, owned by The Upper Rooms, Inc., that is contiguous to the RPWA campus. The five (5) floor, brick building consists of 26 HUD Section 202 supportive housing apartments for low income frail elderly persons which are located on the first four (4) floors. The HUD Section 202 apartments, owned by The Upper Rooms, Inc., only offers a Monthly Rental Admission Plan that is not subject to review and approval by the Department of Insurance. Residents who occupy a HUD Section 202 apartment are not provided priority access to personal care and nursing care services at RPWA as they are not considered part of the CCRC.

The fifth floor of the building, separately owned by RPWA, consists of nine (9) independent living apartments for the elderly. These apartments are the independent living component of the CCRC, which operates under the trade name Upper Rooms Vista. Each apartment includes a fully equipped kitchen, living/dining room, bedroom, and bath. Priority access to personal care and nursing care services are provided to residents of Upper Rooms Vista in return for payment of an entrance fee. An entrance fee is one charged to Residents seeking admission to the CCRC. Under this agreement, a resident of Upper Rooms Vista who requires personal care and/or nursing care services has priority access on a space-available basis, over anyone else applying for access to the personal care and nursing care facilities at RPWA.

An alternative Residency Agreement also is offered by Upper Rooms Vista which provides for a Monthly Rental Admissions Plan to the independent living apartments that is not subject to review and approval by the Department of Insurance. Residents who occupy a rental apartment are not provided priority access to personal care and nursing care services as they are not considered part of the CCRC.

The apartment building adjoins the Reformed Presbyterian Home by a connector, owned by RPWA, which contains a cafeteria/ convenience store, beauty and barbershop, and lounge.

8. RESIDENT FEES

Payment of a One-Time Entrance Fee.

Continuing care services are provided to residents who occupy an independent living apartment in return for payment of an Entrance Fee and Monthly Maintenance Fee. An Entrance Fee is a one time fee charged to residents seeking admission to the independent living apartments as a CCRC resident. Upon approval of an application for residency, the prospective resident is required to pay the Entrance Fee in full on the designated occupancy date or upon occupancy, whichever is earlier. The Entrance Fees and Monthly Maintenance Fees are listed in **EXHIBIT D**.

Reference should be made to the Residency Agreement for further information. **See EXHIBIT E**.

Amortization of Entrance Fee.

Ten percent (10%) of the Entrance Fee will be amortized immediately upon the designated occupancy date or actual date of occupancy, whichever is earlier. The remaining ninety percent (90%) of the Entrance Fee shall be amortized at the rate of one sixtieth (1/60) per month from the designated occupancy date or actual date of occupancy, whichever is earlier. At the conclusion of the sixty (60) month amortization period, the Entrance Fee shall be earned in full by Upper Rooms Vista, and the resident will not be entitled to a refund of any portion of the Entrance Fee.

Refund Policy.

Termination before Occupancy.

Any Entrance Fee payments will be refunded in full if the resident rescinds the Residency Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of the Residency Agreement by the resident's death before the designated occupancy date or actual date of occupancy, whichever is earlier; or in the event the resident is precluded from taking occupancy because of illness, injury, or incapacity prior to the designated occupancy date or actual date of occupancy, whichever is earlier; then Upper Rooms Vista will make a full refund of any Entrance Fees, less any amounts deducted to cover expenses incurred by Upper Rooms Vista for any upgrades or improvements as requested by the resident. Where two individuals have signed this Agreement for double occupancy, the death of one co-resident shall not constitute termination of this Agreement, and no refund shall be due. In the event of the termination of this Agreement by RPWA before the designated occupancy date or actual date of occupancy, whichever is earlier; then RPWA shall make a full refund of any entrance fee payments.

Reference should be made to the Residency Agreement for further information.

Termination after Occupancy.

In the event of termination during the amortization period, the resident will be entitled to a refund of the unamortized portion of the Entrance Fee, if any, less deductions for any financial assistance provided to the resident by Upper Rooms Vista and/or any amounts necessary to cover costs incurred by Upper Rooms Vista to refurbish, restore or repair the Residence in the event of unreasonable wear and tear, and/or costs incurred at the resident's specific request, and/or any unpaid charges. All refunds will be paid to the resident or his/her estate after the resident surrenders the Residence and only after the Residence has been re-occupied by another resident who has paid in full the applicable entrance fee. After the lapse of the amortization period, the resident will not be entitled to a refund of any portion of the Entrance Fee.

Reference should be made to the Residency Agreement for further information.

Payment of a Monthly Maintenance Fee:

Upper Rooms Vista reserves the right, at any time, upon thirty (30) days notice to the resident, to adjust the Monthly Fees. The Monthly Fees are listed in **EXHIBIT D**.

Reference should be made to the Residency Agreement for further information.

Services Included in the Monthly Maintenance Fee: Services included in the monthly fee are provided in accordance with the terms of the Residency Agreement. The services included in the Monthly Maintenance Fee include:

1. Gas heat
2. Sewer, water, and refuse collection
3. Access for telephone and cable TV
4. Maintenance of grounds/snow removal
5. Real Estate Taxes

8. Maintenance of appliances and other property of RPWA
9. Administrative Support Services
10. Response call system
11. Weekly group shopping trips
12. Weekly changing of bed linens
13. Monthly housekeeping

Reference should be made to the Residency Agreement for further information.

Additional Services Available for an Extra Charge: Meals are available in the Reformed Presbyterian Home's cafeteria or formal dining room, choosing from a variety of meal plans for an additional charge. In times of illness, the resident may have meals delivered to their apartment for an additional charge. All other services, including electricity, barber beauty, telephone and cable connection/service fees, additional housekeeping, additional laundry/linen are provided at an additional charge. Coin operated washers/dryers are located in the common area of the basement. Independent transportation is also provided, dependent on availability, for an additional charge. Personal Property Insurance is not included in the monthly fee and shall be the responsibility of the resident. Nursing care services in the nursing facility or personal care services in the personal care facility are also available at an additional charge.

Reference should be made to the Residency Agreement for further information.

Promotional Offers.

In the event that Upper Rooms Vista, subsequent to the execution of a Residency Agreement, engages in any marketing activities which include any promotional offers whereby the type of independent living apartment selected by an applicant is offered for an entrance fee amount and/or monthly fee amount which is less than the entrance fee amount and/or monthly fee amount offered to the applicant under the Residency Agreement, then the applicant shall not be eligible to participate in such promotional offers, and the terms of the Residency Agreement relative to

the amounts of the entrance fee and monthly fee shall remain in full force and effect. Promotional offers are applicable only to applicants or prospective residents who have not yet executed a Residency Agreement. Upper Rooms Vista reserves the right, in its sole discretion, to extend any promotional offers to an applicant who has already executed a Residency Agreement.

Additional Fees for Personal Care and Nursing Care Services:

Residents have the right to occupy the independent living apartment for so long as they satisfy the health and other conditions of occupancy as set forth in the Residency Agreement. The Residents have priority access to personal care and nursing care services on the RPWA campus. RPWA's nursing facility operates as Reformed Presbyterian Home and RPWA's personal care facility operates as McKee Place. Admission is contingent upon the resident meeting the financial and all other admission criteria. The cost for personal care or nursing care services is not included in the Entrance Fee or Monthly Maintenance Fee. Residency Agreements signed by residents are fee-for-service contracts. If a resident requires personal care or nursing care services, an admission agreement is signed for that level of care which establishes the basis for charges for personal care and nursing care services. The fees associated with the provision of personal care and nursing care services depend upon the type of room and/or services required.

If space is not immediately available at RPWA, Upper Rooms Vista will identify and assist resident in making arrangements to transfer to a local personal care or nursing care facility.

In situations of double occupancy where one co-resident is temporarily transferred to the personal care or nursing care facility, the Monthly Maintenance Fee shall remain the same, and the transferred co-resident will be charged for care and services in the personal care or nursing care facility. Both co-residents will collectively be liable for payment of the charges.

If the resident is permanently transferred to the personal care or nursing care facility, the Residency Agreement for independent living shall terminate.

Reference should be made to the Residency Agreement for further information.

9. FREQUENCY AND AVERAGE DOLLAR AMOUNT OF EACH INCREASE IN PERIODIC RATES FOR THE PREVIOUS FIVE YEARS

A table showing the frequency and average dollar amount of each increase in periodic rates for the previous five years is attached as **EXHIBIT F**.

10. AVERAGE ANNUAL COST OF PROVIDING SERVICES

A table reflecting the average annual cost of providing services from the previous operating fiscal period is attached as **EXHIBIT G**.

11. ESCROW AND RESERVE FUNDS

Reserve Funds

The Pennsylvania Department of Insurance requires Providers to maintain certain reserve funds related to its continuing care agreements. The Provider is required to maintain a reserve equal to or the greater of the total of all projected principal and interest payments on any mortgage or long-term debt of the facility over a twelve-month period or 10% of total operating expenses excluding depreciation, whatever amount is greater. The amount of the reserve shall be computed only on the pro rata portion of the financing or expenses that are applicable to residents under continuing care agreements as of the most recent year-end. Funds sufficient to meet such requirements are retained, and such amounts are classified as operating reserves during each fiscal period.

As of December 2025, Upper Rooms Vista has an operating reserve in the amount of $57,771.

Escrow Account

Upper Rooms Vista does not currently maintain an Entrance Fee Escrow Account because it does not receive payment of any portion of the Entrance Fee prior to the date the resident is permitted to occupy the apartment. Therefore, no Entrance Fee escrow is currently contemplated.

12. AUDITED FINANCIAL STATEMENTS

A copy of RPWA's financial statements for fiscal years ended December 31, 2025, and December 31, 2024, prepared by Baker Tilly US, LLP, certified public accountant, are attached as **EXHIBIT H**. As required, RPWA will submit audited financial statements annually to the Department of Insurance.

13. RESIDENCY AGREEMENT

The Residency Agreement governs the relationship and explains the mutual obligations between the resident and RPWA, d/b/a Upper Rooms Vista. All terms of the agreement are reflected in the Residency Agreement and its attached exhibits. The Residency Agreement also provides a grievance procedure that includes a voluntary mediation provision and a mandatory, binding arbitration provision. Residents should review the Residency Agreement for further explanation. See **EXHIBIT E**.

14. RIGHT TO RESCIND

Resident may rescind and terminate the Residency Agreement without penalty or forfeiture within seven (7) days of signing the Residency Agreement. Residents are not required to move into the independent living apartment before the expiration of this seven (7) day period. To rescind their Residency Agreement, resident must mail or deliver a signed and dated copy of a Rescission Notice or any other dated written notice, letter or telegram, stating their desire to rescind to Upper Rooms Vista. A Notice of Right to Rescind is included in the Residency Agreement.

15. RESIDENT RIGHT TO ORGANIZE

Residents shall have the right to elect a Residents' Association to represent the welfare and concerns of the Residents. A representative of Upper Rooms Vista designated by the Board of Directors will hold quarterly meetings during the calendar year with Residents for purposes of free discussion of topics related to living at Upper Rooms Vista. Residents will be given at least seven (7) days notice of all such meetings.

Receipt

The undersigned hereby acknowledges delivery and receipt of Upper Rooms Vista's Disclosure Statement dated _____ and all attachments including a copy of the Residency Agreement and the Notice of Right to Rescind.

_____

Signature of First Resident

_____

Signature of Co-Resident

_____

Signature of Responsible Party/Family Member (if applicable)

_____

Date

Reformed Presbyterian Woman's Association
EXHIBIT "A"

Reciprocal License and Easement Agreement

RECIPROCAL LICENSE AND EASEMENT AGREEMENT

THIS RECIPROCAL LICENSE AND EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 23 day of May, 2006, to be effective as of the 24 day of May, 2006, by and between **THE REFORMED PRESBYTERIAN WOMAN'S ASSOCIATION** (the "RPWA") and **THE UPPER ROOMS, INC.** ("The Upper Rooms").

RECITALS

A. The RPWA is the owner in fee simple of certain real property situate in the City of Pittsburgh, Allegheny County, Pennsylvania, being Lot 1 and Lot 3 of the Reformed Presbyterian Woman's Association Plan recorded in the Office of the Allegheny County Recorder of Deeds in Plan Book Volume 250, Page 7 ("Lot 1" and "Lot 3", respectively).

B. The RPWA provides, among other services, skilled nursing care, assisted living, and independent living at its facility located at Lot 1 (the "RPWA Facility").

C. The Upper Rooms is simultaneously herein acquiring Lot 2 of the Reformed Presbyterian Woman's Association Plan recorded in the Office of the Allegheny County Recorder of Deeds in Plan Book Volume 250, Page 7 by deed from RPWA of even date herewith, such deed to be recorded immediately prior to this Agreement in the Office of the Recorder of Deeds of Allegheny County ("Lot 2").

D. The Upper Rooms intends to construct and operate a five (5) story building on Lot 2 (the "Upper Rooms Building" or "Buildings"), which shall contain twenty six (26) apartments to house low-income elderly residents (the "Upper Rooms Units");

E. The RPWA intends to construct and occupy the fifth (5^{th}) floor of the Upper Rooms Building (the "RPWA Floor") to construct and manage nine (9) apartments to house moderate-income residents (the "RPWA Units") which floor is more fully described, including the elevation thereof between 1,187.83 feet and 1,197.17 feet in the building location description attached hereto as Exhibit B, which Exhibit B may be amended upon completion of construction, if necessary, if the "as-built" structure, varies from the current plans as reflected in Exhibit B, and a structure to connect the RPWA Facility to the Upper Rooms Building (the "Connector") including an elevator; and

F. The RPWA and The Upper Rooms wish to enter into this Agreement to establish certain reciprocal licenses and easements for the benefit of Lot 1 and Lot 2.

AGREEMENTS

IN CONSIDERATION of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the RPWA and The Upper Rooms agree as follows:

1. Incorporation. The foregoing Recitals are each hereby incorporated herein by this reference.

2. Construction Licenses.

(a) The Upper Rooms, at its own cost and expense, shall diligently pursue completion of its construction of the Upper Rooms Building in a manner common to urban housing complexes.

(b) During construction of the Upper Rooms Building, the RPWA hereby grants a temporary, non-exclusive license to The Upper Rooms, its officers, directors, agents, employees, representatives, licensees and invitees, across or upon Lots 1 and 3 and the RPWA Facility for the purpose of moving and storing construction vehicles, equipment and supplies as shall be reasonably necessary for The Upper Rooms to construct the Upper Rooms Building.

(c) The RPWA, at its own cost and expense, shall diligently pursue completion of the RPWA Units in a manner common to urban housing complexes.

(d) During construction of the RPWA Units, The Upper Rooms hereby grants a temporary, non-exclusive license to the RPWA, its officers, directors, agents, employees, representatives, licensees and invitees, across or upon Lot 2 and the Upper Rooms Building for the purpose of moving and storing construction vehicles, equipment and supplies as shall be reasonably necessary for the RPWA to construct the RPWA Units.

(e) The licenses granted under this Section 2 shall terminate when or at such time as the purposes hereof cease to exist, are abandoned by the party to which they are granted, or become impossible of performance.

3. Easements and Use Licenses.

(a) The RPWA hereby grants and conveys to The Upper Rooms, for the benefit of Lot 2 and each and every person and entity now or hereafter owning any part of Lot 2 for the benefit of The Upper Rooms, and their employees, invitees, contractors, agents, licensees, tenants, successors and assigns, a perpetual, non-exclusive easement over, upon, across, along, and through that portion of Lot 1 as may from time to time be dedicated to driveway, sidewalks, corridors, walkways, elevators, and other common areas, including the areas cross hatched (xxx) on the plot plan attached hereto, marked Exhibit A made part hereof (the "Lot 1 Easement Area") which Lot 1 Easement Area shall be used non-exclusively for the benefit of Lot 2, together with the necessary rights and privileges for the use thereof, including the rights of ingress, egress and regress to and form the Lot 1 Easement Area.

(b) The Upper Rooms hereby grants and conveys to the RPWA, for itself and for the benefit of Lot 1 and each and every person and entity now or hereafter owning any part of Lot 1, for the benefit of the RPWA, its employees, invitees, contractors, agents, licensees, tenants, successors and assigns, a perpetual exclusive easement in, on, through and throughout the RPWA Floor, together with the use and enjoyment thereof, plus the non-exclusive right of pedestrian ingress, egress and regress over, along and through the common hallways and stairways of the Upper Rooms Building between the RPWA Floor and the entrance ways of the Upper Rooms

Building, and also over and along the walkways and other pedestrian areas shaded on the plot plan attached hereto, marked Exhibit A (the "Lot 2 Easement Area").

(c) The Upper Rooms hereby grants to the RPWA a limited, non-exclusive license, in common with the employees, invitees, licensees and tenants of The Upper Rooms, to use and enjoy such elevators, community rooms and laundry rooms in the Upper Rooms Building, as may be established in the Building by The Upper Rooms from time to time, subject, however, to the right in The Upper Rooms to relocate, change, modify or eliminate entirely any such community rooms and/or laundry rooms in the Building as The Upper Rooms may determine from time to time in its sole discretion. The RPWA shall pay for the maintenance of such areas in proportion to the number of tenants on the PRWA Floor and the number of tenants in The Upper Room Units.

(d) The RPWA hereby grants to The Upper Rooms an air rights easement for that area marked with diagonal lines on the attached Exhibit A plot plan being the area above the elevator and eleven (11) feet deep and thirty-nine (39) feet long above the Connector on Lot 1, adjacent to the Upper Rooms Building; and above an elevation of 1,161 feet, 2 inches to provide light to the windows in proximity thereto in The Upper Rooms Building.

4. Maintenance

(a) The RPWA shall maintain the Lot 1 Easement Area in good condition and repair, and in a manner common to personal care facilities in Pennsylvania.

(b) The RPWA shall maintain the RPWA Floor and the Connector in good condition and repair, and in a manner common to urban housing complexes.

(c) The Upper Rooms shall maintain the Lot 2 Easement Area, excluding the RPWA Floor, in good condition and repair, and in a manner common to urban housing complexes, provided, however, that the cost for such maintenance shall be born proportionally by The Upper Rooms and the RPWA in proportion to the number of tenants in the RPWA Floor and The Upper Rooms Units.

5. Covenants to Run with Land. Except as otherwise provided herein, each and all of the covenants, easements, and other provisions contained or granted in this Agreement, whether of an affirmative or negative nature, (a) are made for the direct and mutual benefit of Lot 1 and Lot 2 and each and every portion thereof, and constitute covenants running with the land; (b) shall inure to the benefit of the RPWA and The Upper Rooms, and their successors or assigns, respectively, and the owners from time to time of Lot 1 and Lot 2; and (c) shall bind portions of the respective Lot 1 and Lot 2 to the extent that such properties are affected or bound by the covenants or conditions to be performed on behalf of the respective owners of such portions and their successors or assigns.

6. Representations, Warranties and Covenants.

(a) RPWA hereby represents, warrants and covenants that it is the owner in fee simple of Lot 1 as set forth in the Recitals hereto, free and clear of any encumbrances that would prohibit the easements granted herein.

(b) The Upper Rooms hereby represents, warrants and covenants that it is or will be the owner in fee simple of Lot 2 as set forth in the Recitals hereto, free and clear of any encumbrances that would prohibit the easements granted herein.

7. Insurance.

(a) RPWA and The Upper Rooms hereby agree that the RPWA shall maintain contractual and comprehensive general liability insurance on Lot 1 and the RPWA Floor and The Upper Rooms shall maintain contractual and comprehensive general liability insurance on Lot 2, exclusive of the RPWA Floor. Each liability insurance policy shall include public liability and property damage for the respective properties, with a minimum of one million dollars ($1,000,000.00) per occurrence, and a combined single limit of liability of two million dollars ($2,000,000.00) for personal injuries or death of persons occurring in or about their respective properties. Such policies shall be issued by insurance companies licensed to do business in the Commonwealth of Pennsylvania that are rate B or better by A.M. Best, shall name the non-procuring party as an additional insured as its interest may appear, and shall provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the non-procuring party.

8. Right to Modify. This Agreement may be terminated, extended, modified or amended by the parties, their successors and assigns, only by written agreement signed by the parties to be bound and recorded in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania, provided that no such termination, extension or modification will affect the rights of any mortgage under a mortgage constituting a lien on any of the property which is the subject of this Agreement. No amendment, modification, extension or termination of this Agreement will be effective against any mortgage, trustee or beneficiary subsequent to its securing title to its encumbered tract by foreclosure, trustee's deed or deed in lieu of foreclosure unless the mortgage, trustee or beneficiary, as the case may be, shall have consented thereto in writing.

9. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

10. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

By: Bruce G. Stewart

Title: Secretary

REFORMED PRESBYTERIAN WOMAN'S ASSOCIATION

By: Sandra M. Johns

Title: President

THE UPPER ROOMS, INC.

By: Bruce G. Stewart

Title: Secretary

By: Sandra M. Johns

Title: President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I HEREBY CERTIFY, that on this 23rd day of May, 2006, before me, a Notary Public in and for the Commonwealth aforesaid, personally appeared Sandra M. Johns, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she is the President of THE REFORMED PRESBYTERIAN WOMAN'S ASSOCIATION, a Pennsylvania nonprofit corporation, and that he/she has been duly authorized to execute and has executed the same on its behalf for the purposes therein contained and that the same is its act and deed.

Witness my hand and notarial seal.

Linda C. Smith (SEAL)
Notary Public

My Commission Expires:

Notarial Seal
Linda C. Smith, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 17, 2007
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I HEREBY CERTIFY, that on this 2nd day of May, 2006, before me, a Notary Public in and for the Commonwealth aforesaid, personally appeared Sandra M. Johns, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she is the President of THE UPPER ROOMS, INC., a Pennsylvania non-profit corporation, and that he/she has been duly authorized to execute and has executed the same on its behalf for the purposes therein contained and that the same is its act and deed.

Witness my hand and notarial seal.

Linda C. Smith (SEAL)
Notary Public

My Commission Expires:

Notarial Seal
Linda C. Smith, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 17, 2007
Member, Pennsylvania Association of Notaries

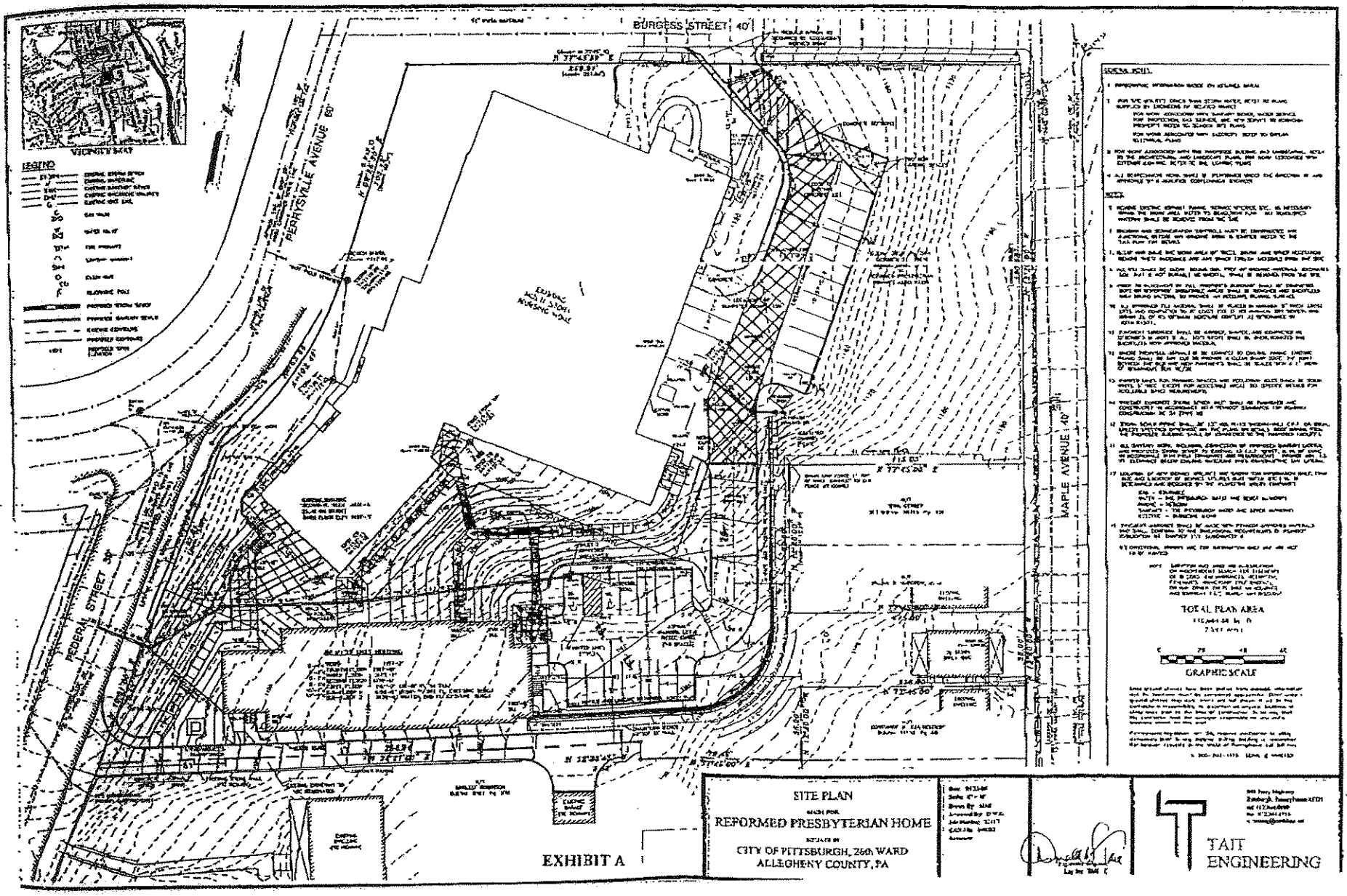

BURGESS STREET 40'
PERRYSVILLE AVENUE 80'
MAPLE AVENUE 40'
FEDERAL STREET 30'
VICINITY MAP
LEGEND
SCALE: 1" = 40'
TOTAL PLAN AREA
GRAPHIC SCALE
SITE PLAN
made for
REFORMED PRESBYTERIAN HOME
located in
CITY OF PITTSBURGH, 26th WARD
ALLEGHENY COUNTY, PA
EXHIBIT A
TAIT
ENGINEERING

EXHIBIT B

Proposed Building Location

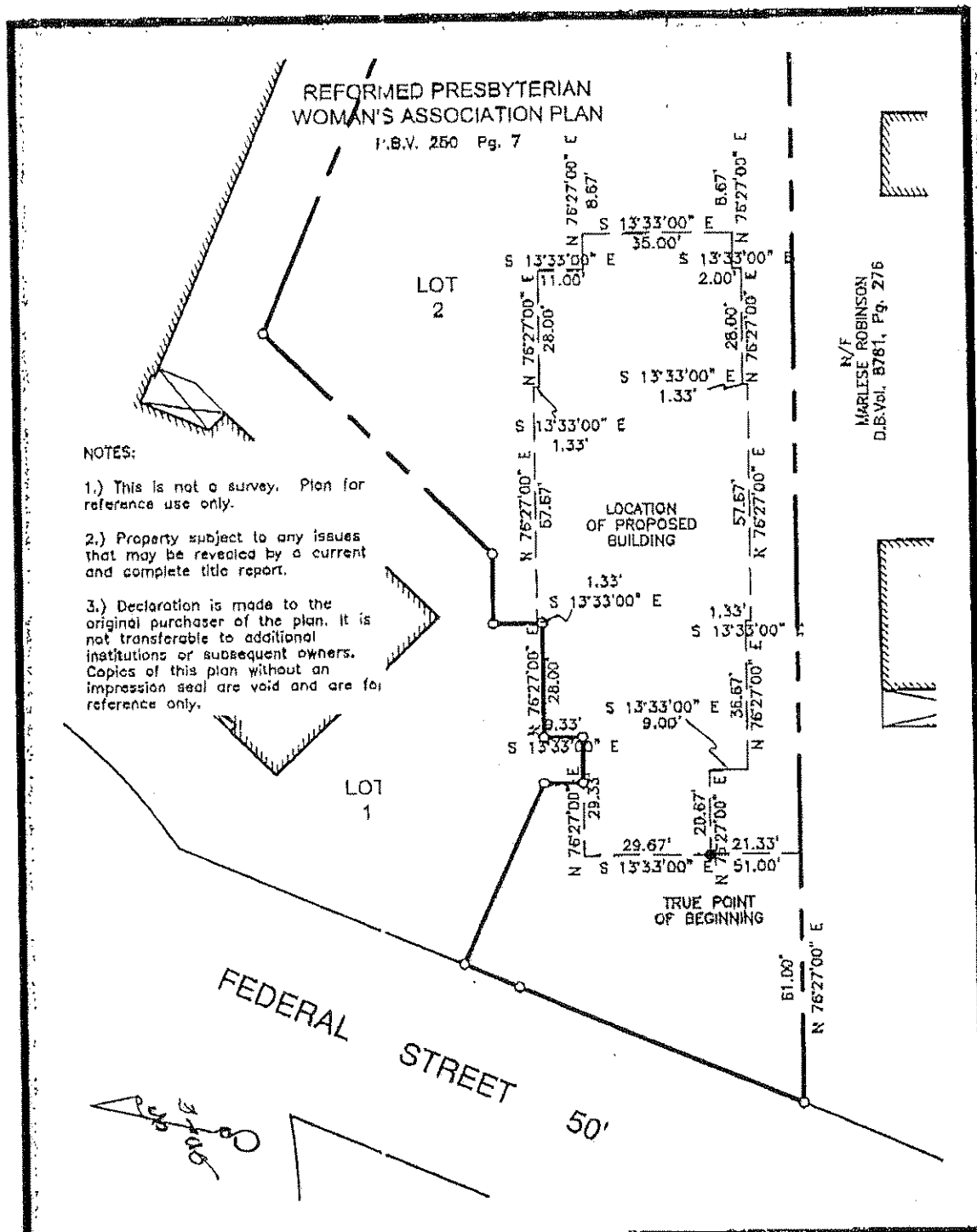
All that real property situate in the 26th Ward, City of Pittsburgh, Allegheny County, Pennsylvania, which lies above (but not below) a horizontal plane, the elevation of which is 1187.83 feet, and lies below (but not above) a horizontal plane, the elevation of which is 1197.17 feet, as taken from proposed building sections provided by Ruprecht Schroeder Hoffman Architects drawing A3.0 dated April 25, 2005 and described as follows:

BEGINNING at point located at the south westerly property corner of lot no. 2 of the Reformed Presbyterian Woman's Association Plan, recorded in plan book volume 250 page 7, and north westerly property corner of lands now or formerly Marlese Robinson, recorded in deed book volume 8781 page 376 and also being the easterly right of way of Federal Street; Thence along said property line of now or formerly Marlese Robinson, N 76° 27' 00" E, a distance of 61.00 feet, to a point; Thence through said lot no. 2, N 13° 33' 00" W, a distance of 21.33 feet, to a point, said point being the true point of beginning; Thence continuing through said lot 2 the following twenty courses and distances;

- N 13° 33' 00" W, a distance of 29.67 feet, to a point;
- N 76° 27' 00" E, a distance of 29.33 feet, to a point;
- N 13° 33' 00" W, a distance of 9.33 feet, to a point;
- N 76° 27' 00" E, a distance of 28.00 feet, to a point;
- N 13° 33' 00" W, a distance of 1.33 feet, to a point;
- N 76° 27' 00" E, a distance of 57.67 feet, to a point;
- S 13° 33' 00" E, a distance of 1.33 feet, to a point;
- N 76° 27' 00" E, a distance of 28.00 feet, to a point;
- S 13° 33' 00" E, a distance of 11.00 feet, to a point;
- N 76° 27' 00" E, a distance of 8.67 feet, to a point;
- S 13° 33' 00" E, a distance of 35.00 feet, to a point;
- S 76° 27' 00" W, a distance of 8.67 feet, to a point;
- S 13° 33' 00" E, a distance of 2.00 feet, to a point;
- S 76° 27' 00" W, a distance of 28.00 feet, to a point;
- S 13° 33' 00" E, a distance of 1.33 feet, to a point;
- S 76° 27' 00" W, a distance of 57.67 feet, to a point;
- N 13° 33' 00" W, a distance of 1.33 feet, to a point;
- S 76° 27' 00" W, a distance of 36.67 feet, to a point;
- N 13° 33' 00" W, a distance of 9.00 feet, to a point;
- S 76° 27' 00" W, a distance of 20.67 feet, to a point;

Said point being the true point of beginning.

All information for proposed building dimensions and proposed building location provided by RSH Architects. Dimensions for proposed fourth floor taken from drawing S1.4 dated April 25, 2005 and labeled "Fourth Floor Framing Plan". All elevations are taken from drawing S3.0 dated April 25, 2005 and labeled "Building Sections".



Made For:

Reformed Presbyterian Home

Exhibit Plan

Situate In

City of Pittsburgh, 26th Ward
Allegheny County, PA

TAIT ENGINEERING
908 Perry Highway
Pittsburgh, Pennsylvania 15229
tel. 412.364.6090
fax: 412.364.6716
e. taiteng@earthlink.net

Date: February 10, 2005
Scale: 1"=30'
Drawn By: T.J.H.
Reviewed By: L.A.T.
File Number: 32117
CAD File 060018
Revisions:

Registered Surveyor
Reg. No. 392-A

File No. 32117 060018

Reformed Presbyterian Woman's Association
EXHIBIT "B"
Board of Directors & Administrative Staff
April 30, 2024

Reformed Presbyterian Woman's Association EXHIBIT "B"
Board of Directors & Administrative Staff April 30, 2025

Name / Address	Board Committee	Office	Affiliation
Mikayla Raye Covington [redacted]			Director of International Operations, Promise of Life Network
Mrs. Autumn Butler [redacted]			Works at the VA
Dr. David Weir [redacted]			Retired Professor
Rev. Ralph Joseph [redacted]			Retired Pastor, Reformed Presbyterian Church
Mrs. Jennifer Willson [redacted]			Business Manager, Beaver County Christian School and Speech Pathologist
Mrs. Karen Olson [redacted]		Secretary	CASA Advocate Author
Mrs. Marilyn Roll [redacted]		President	Retired Senior Insurance Analyst, HJ Heinz Company
[redacted]		Treasurer	Retired Chief Financial Officer
Ms. Judy Willson [redacted]			Director of graduate and online admissions at Geneva College
Mrs. Louise Copeland [redacted]			Retired Professor
Mrs. Karen Copeland [redacted]			Doctor
Administrative Staff			
Ms. Jessica Kline [redacted]	Finance Director, RPWA		
Ms. Cara D. Todhunter [redacted]	Executive Director, Nursing Home Administrator		

Reformed Presbyterian Woman's Association
EXHIBIT "C"

Business Experience of Key Management Personnel, Controlling Parties, & Operating Officers

Cara D. Todhunter, NHA, Executive Director and Nursing Home Administrator of the Reformed Presbyterian Home has a BS degree from Pennsylvania State University, a Masters from the University of Pittsburgh, and a Masters of Public Management from Carnegie Mellon University. She is licensed by the Pennsylvania National Association of Boards as a Nursing Home Administrator. She began her career working for Wexford House and later Westwood Nursing and Rehabilitation as a Speech and Language Pathologist. She moved into Nursing Home Administration at United Methodist Services for the Aging at Asbury Heights serving as an assistant administrator, the nursing home administrator and finally the Senior Administrative Director. She was an Administrator at Concordia Lutheran Services for 18 months before doing Healthcare Consulting. She became the administrator at the Reformed Presbyterian Home in November of 2017.

Jessica M Kline, Finance Director of the Reformed Presbyterian Woman's Association (RPWA), holds a BS focused in Accounting from Slipper Rock University where she graduated Summa Cum Laude in 2006. She spend the next five years working for a regionally based CPA firm Carbis Walker, now known as Baker Tilly, specializing in Healthcare and Not for profit organizations. In June 2011 Jessica left public accounting to join Vincentian Collaborative System, a catholic Healthcare enterprise with facilities across the Pittsburgh region and an annual operating budget averaging over $50Million. Vincentian's operations covered CCRC, Skilled nursing, Outpatient rehab services, childcare services, personal care, independent living, management services and related services. During her time with Vincentian Jessica quickly moved up in ranking, finding herself as the Vice President of Finance replacing the prior CFO position. She was a key component of Vincentian's strategic planning and leadership for many years. In 2019/2020 Jessica left Vincentian to take over the operations of one of their family owned business. In August, 2022 she joined the Reformed Presbyterian Home as the Finance Director.

Reformed Presbyterian Woman's Association

EXHIBIT "D"

Entrance Fees and Monthly Maintenance Fees

Model Type	Square Footage	Entrance Fee (Single & Double Occupancy)	Monthly Fee (Single & Double Occupancy)
Studio Apartment: Kitchen/Dining Room, Living Room, and Bath	450 Sq. Ft.	$15,000	$887
One Bedroom Apartment: One Bedroom, Kitchen, Living/Dining Room, Bathroom	540 Sq. Ft.	$15,000	$1,165
Two Bedroom Apartment: Two Bedrooms, Kitchen, Living/Dining Room, Bathroom	640 Sq. Ft.	$16,100	$1,368
One Bedroom End Unit: One Bedroom, Kitchen, Living/Dining Room, Bathroom	540 Sq. Ft.	$20,000	$1,368

In the event that a resident subsequently marries or an additional occupant moves in with an existing resident, please refer to the Residency Agreement for full details regarding additional fees.

Note: Fees are subject to change

Reformed Presbyterian Woman's Association

EXHIBIT "E"

Residency Agreement

RPH

Senior Living

RESIDENCY AGREEMENT

FOR

REFORMED PRESBYTERIAN WOMAN'S ASSOCIATION

D/B/A UPPER ROOMS VISTA

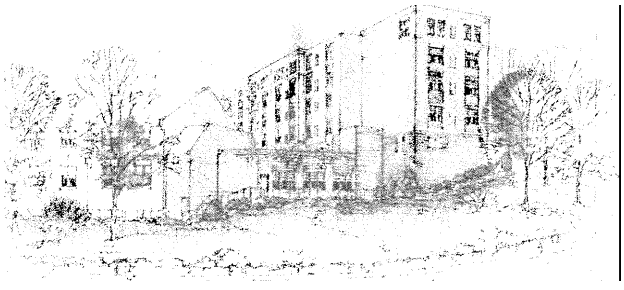


TABLE OF CONTENTS

Definitions of Words and Phrases v

SECTION 1: RESIDENCE AND FACILITIES 1
1.1 Living Accommodations and Term 1
1.2 Description of Residence 1
1.3 Optional Furnishings or Fixtures 1
1.4 Structural Changes and Redecoration 2
1.5 Common Facilities 2
1.6 Priority Access 2
1.7 Designated Occupancy Date 2

SECTION 2: SERVICES 2
2.1 Utilities 2
2.2 Telephone 3
2.3 Cable Television 3
2.4 Maintenance and Repair of Equipment. 3
2.5 Maintenance of Grounds 3
2.6 Property Insurance 3
2.7 Administration 3
2.8 Assessments 3
2.9 Meals 3
2.10 Housekeeping 3
2.11 Linens 3
2.12 Usage of Washers/Dryers 4
2.13 Transportation 4
2.14 Activities 4
2.15 Scope of Services Included in the Monthly Maintenance Fee 4
2.16 Other Services 4

SECTION 3: NURSING AND PERSONAL CARE SERVICES 4
3.1 Nursing Unit and Personal Care Unit 4
3.2 Private Duty Nursing or Companion Services in the Residence 5
3.3 Health Care Services and Liability for Health Care Costs 5
3.4 Liability for Health Care Services 5
3.5 Future Use of Facilities 5
3.6 Response Call System 6

SECTION 4: FEES 6
4.1 Entrance Fee 6
4.2 Use of Entrance Fee 6

4.3 Amortization of Entrance Fee 6
4.4 Limitations on Increases in the Entrance Fee 6
4.5 Monthly Maintenance Fee 6
4.6 Other Charges 7
4.7 Co-Resident's Fee Responsibility 7
4.8 Late Charges and Cost of Collection 7
4.9 Inability to Pay 7

SECTION 5: FINANCIAL DISCLOSURE 8

SECTION 6: MARRIAGE AND/OR ADDITIONAL OCCUPANTS 8
6.1 Non-Resident 8
6.2 Other Resident 9

SECTION 7: OPTION TO MOVE 9
7.1 Option After Occupancy 9
7.2 Cost of Election to Move 9
7.3 Option to Move Addendum 10

SECTION 8: TERMINATION OF AGREEMENT 10
8.1 Termination by You 10
8.2 Termination by Us 11
8.3 Termination Upon Permanent Transfer 11
8.4 Termination by Death 12
8.5 Surrender 12
8.6 Further Obligations and Release Upon Termination 12
8.7 Failure to Vacate and Surrender Residence 12

SECTION 9: TRANSFER TO OTHER SERVICES OR TO ANOTHER OUTSIDE FACILITY 12
9.1 Conditions of Occupancy 12
9.2 Decision to Transfer 12
9.3 Charges Related to Transfer 13
9.4 Release of or Return to Residence After Transfer 14

SECTION 10: REFUND OF ENTRANCE FEE 14
10.1 Termination Before Occupancy 14
10.2 Termination After Occupancy 14
10.3 Double Occupancy - Limitation on Availability of Refund 15
10.4 No Accrual of Interest 15
10.5 Conditions and Due Date for Refund Payments 15

SECTION 11: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE 16
11.1 Legal Guardian 16
11.2 Power of Attorney 16

SECTION 12: RIGHTS AND OBLIGATIONS OF RESIDENT **16**
12.1 Right to Receive Disclosure Statements 16
12.2 Rights to Property/Subordination 16
12.3 Inspection of Residence and Right of Entry 16
12.4 Housekeeping/Housecleaning Responsibilities 17
12.5 Health Insurance 17
12.6 Vehicle Registration and Insurance 17
12.7 Insurance Requirements 18
12.8 Reduction of Income or Other Resources 18
12.9 Responsibility for Property Damage to Community 18
12.10 Release Regarding Conduct of Other Residents or Guests 18
12.11 Responsibility for Your Personal Property 19
12.12 Rules, Regulations, Policies, and Procedures 19
12.13 Your Rights are Personal and Non-transferable 19
12.14 Right of Self-Organization 19
12.15 Pets 19
12.16 Smoking 20
12.17 Nondiscrimination 20

SECTION 13: CASUALTY LOSS **20**

SECTION 14: RENOVATION OF RESIDENCE **21**

SECTION 15: SEVERABILITY **21**

SECTION 16: ACTS OF FORBEARANCE **21**

SECTION 17: ENTIRE AGREEMENT **22**

SECTION 18: INDEMNIFICATION **22**

SECTION 19: GRIEVANCE PROCEDURE **22**
19.1 Reporting Complaints 22
19.2 Voluntary Mediation 22
19.3 Mandatory, Binding Arbitration 23

SECTION 20: NOTICE **26**

SECTION 21: AVERAGE ANNUAL COST OF PROVIDING SERVICES **26**

SECTION 22: MISCELLANEOUS PROVISIONS 26
22.1 Your Continuing Disclosure Obligation 26
22.2 Receipt of Disclosure Statement and Resident Handbook 27
22.3 Community's Modification of Agreement and Policies 27
22.4 Binding Effect 27
22.5 Consent to Assignment 27
22.6 Governing Law 27
22.7 Headings 27
22.8 Non-waiver of the Continuing Care Provider Registration and Disclosure Act of 1984 27
22.9 Limitations on Private Cause of Action 27

AGREEMENT AUTHORIZATIONS AND SIGNATURES 28

NOTICE OF RIGHT TO RESCIND 29

EXHIBIT "A" 30

DEFINITIONS OF WORDS AND PHRASES

ADDITIONAL OCCUPANT: An individual who, after you take Occupancy, applies and is accepted for admission to Community to occupy the Residence as a Co-Resident.

CERTIFICATE OF INSURANCE: A document issued by an insurance carrier reflecting the coverage available under the policy.

CONDITIONS OF OCCUPANCY: The health, safety and related requirements for continued occupancy of the residence.

CO-RESIDENT: One of two individuals who signs a residency agreement to initially occupy one residence.

DAILY RATE: The daily charge for Routine Nursing Care Services in the Nursing Unit. The Daily Rate does not include charges for additional or miscellaneous services.

DESIGNATED OCCUPANCY DATE: The date designated by us for you to accept occupancy, and for the Monthly Maintenance Fee to become due, unless the Residence is occupied earlier.

DOUBLE OCCUPANCY: Two individuals initially residing in a residence as co-residents.

ENTRANCE FEE: The initial charge for admission to the Community. The amount of the entrance fee is based on the model of the Residence.

MONTHLY PERSONAL CARE FEE: The monthly charge for Personal Care Services in the Personal Care Unit. The Monthly Personal Care Fee does not include charges for additional or miscellaneous services.

MONTHLY MAINTENANCE FEE: The charge per month for occupancy of the Residence.

NURSING UNIT: The licensed nursing care facility of Community.

OCCUPANCY: The right of possession and use of the Residence.

PERSONAL CARE UNIT: The licensed personal care home of Community.

PERSONAL CARE SERVICES: Assistance with or supervision in activities of daily living and/or instrumental activities of daily living in the Personal Care Unit in exchange for the Monthly Personal Care Fee.

RESIDENCE: The living unit designated under this Agreement for Occupancy by you.

RESIDENT HANDBOOK: Community's publication reflecting the rules, regulations, policies, and procedures of the Community. You are obligated to comply with our 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.

ROUTINE NURSING CARE SERVICES: The level of routine nursing care services provided by us in the Nursing Unit in exchange for the Daily Rate. The following types of services are not included in routine nursing care: one-on-one companion or CNA services when required by your care plan; care for certain high acuity conditions, such as ventilator dependent care; dialysis services; treatment for drug and alcohol conditions; or psychiatric care. Generally, services not included in routine nursing care are not available at the Community; and, if such services become or are available, then such services are only provided for an additional fee.

SINGLE OCCUPANCY: One individual initially residing in a residence.

SURRENDER: To cease Occupancy of the Residence, to remove all possessions from it, and return all keys to it.

RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT (called "Agreement"), made this _____ day of _____, 20__, between Reformed Presbyterian Woman's Association d/b/a Upper Rooms Vista, a Pennsylvania non-profit corporation, (called "Community," and referred to by the words "we," "us" and "our"), and _____ (called "Resident," and referred to by the words "you" and "your" and when two individuals sign this Agreement for Double Occupancy, they are called collectively "Resident," "you" and "your" where the context permits, and individually "Co-Resident") for admission of Resident to the Community for Occupancy of _____ (called "Residence").

RECITALS:

We operate a continuing care retirement community;

You have applied for admission to occupy the Residence; and,

We have reviewed and accepted your application subject to the execution of this Agreement, and you have designated the above Residence for Occupancy.

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

SECTION 1: RESIDENCE AND FACILITIES

1.1 Living Accommodations and Term. We shall provide you with the accommodations, 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 Description of Residence. We shall provide you with the Residence designated under this Agreement furnished with the items identified in Exhibit "A". You may provide other furnishings, subject to our approval, which shall remain your property.

1.3 Optional Furnishings or Fixtures. At your request, and subject to our approval, we shall provide optional furnishings or fixtures identified in an addendum(s) attached to this Agreement. Optional furnishings or fixtures are not included in the Entrance Fee or Monthly Maintenance Fee and are provided at an additional cost. If requested prior to Occupancy, the cost of any optional furnishings or fixtures shall be paid prior to Occupancy. At our discretion, the costs of any optional furnishings or fixtures requested after Occupancy shall be paid prior to or at the time of installation. Upon installation, all

additional furnishings or fixtures immediately become our property and shall remain in the Residence after the termination of this Agreement. An addendum to this Agreement reflecting all optional furnishings or fixtures and their cost shall be signed by you and us.

1.4 Structural Changes and Redecoration. Any structural or physical change of any kind or redecoration to the interior or exterior of the Residence, including, but not limited to, wallpaper, painting or floor covering, may be made only after obtaining written approval from us. The cost of any redecoration or structural change requested by you, and restoration to original condition, except that cost due to normal wear and tear, shall be paid by you unless otherwise agreed in writing by us. The selection of a contractor for any structural changes shall be made by us. The charge or value of any physical or structural changes will not be considered in calculating any applicable Entrance Fee refunds and are not considered part of the Entrance Fee. An addendum to this Agreement reflecting all structural changes and their cost shall be signed by you and us.

1.5 Common Facilities. We shall provide certain common facilities including, but not limited to, outdoor recreational and activity areas, a community center, walkways, dining facilities, beauty/barber shop, laundry facility, and meeting accommodations. The common facilities are available to you in accordance with our policies and procedures as reflected in the Resident Handbook and any other publications of the Community, which are subject to change from time to time at our discretion.

1.6 Priority Access. You will receive priority access to Routine Nursing Care Services in the Nursing Unit and Personal Care Services in the Personal Care Unit on a fee-for-service basis. Priority access is conditioned on you satisfying the financial and all other requirements for admission.

1.7 Designated Occupancy Date. We shall establish a date when you must accept Occupancy (the "Designated Occupancy Date"). We will provide notice of the Designated Occupancy Date no later than thirty (30) days before the Residence is available. We reserve the right to extend the Designated Occupancy Date. The obligation to pay the Monthly Maintenance Fee shall begin on the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. The Entrance Fee shall be paid in full on the Designated Occupancy Date or upon actual Occupancy, whichever is earlier.

SECTION 2: SERVICES

2.1 Utilities. We shall provide water, gas heat, sewer, and refuse collection. These services are included in the Monthly Maintenance Fee. We reserve the right to establish maximum usage levels on utilities and to charge you for any unreasonably excessive usage due to waste or abuse. Electricity is not included in the Monthly Maintenance Fee

and shall be paid by you.

2.2 **Telephone.** We shall provide your Residence with access to telephone service. All telephone service charges, including connection charges, are not included in the Monthly Maintenance Fee and shall be paid by you.

2.3 **Cable Television.** We shall provide your Residence with access to cable television service and at least one cable connection. Basic cable service, as explained in the Resident Handbook, is not included in the Monthly Maintenance Fee and shall be paid by you.

2.4 **Maintenance and Repair of Equipment.** We shall provide necessary repairs, maintenance, and replacement of our property, equipment, and appliances. Repairs, maintenance, and replacement of your property and furnishings are your responsibility and are not included in the Monthly Maintenance Fee. Maintenance and repair of our property, equipment or appliances necessitated by your neglect or abuse as we determine, shall be paid by you.

2.5 **Maintenance of Grounds.** We shall provide grounds keeping, lawn care, and snow removal, in accordance with our policy, which is subject to change from time to time. These services are included in the Monthly Maintenance Fee.

2.6 **Property Insurance.** We shall provide insurance on our property only. You are responsible to insure against personal property and general liability losses and for the cost of such insurance.

2.7 **Administration.** We shall provide administrative support services to implement the provisions of this Agreement. Administrative services are included in the Monthly Maintenance Fee.

2.8 **Assessments.** Property taxes are included in the Monthly Maintenance Fee.

2.9 **Meals.** Meals are served in the Community's dining room. Meals are not included in the Monthly Maintenance Fee and are available at an additional charge. Tray service for only minor short-term illnesses will be provided in your Residence at an additional charge and only when approved by our Director of Residential Services.

2.10 **Housekeeping.** We shall provide light housekeeping services on a monthly basis. Housekeeping services are included in the Monthly Maintenance Fee.

2.11 **Linens.** We shall change your bed linens on a weekly basis. You will supply your linens and launder them.

2.12 **Usage of Washers/Dryers.** You shall be able to use, subject to availability, coin-operated communal washers and dryers located in the laundry facility for your personal laundry. The use of other laundry or cleaning services or facilities available from an outside source is not included in the Monthly Maintenance Fee and shall be paid by you.

2.13 **Transportation.** We shall provide local transportation for shopping in accordance with the policy and schedule established by us, which are subject to change from time to time. Routine, scheduled transportation service for shopping is included in the Monthly Maintenance Fee. Other transportation services such as to medical appointments, airports, and other destinations may be available on a fee-for-service basis.

2.14 **Activities.** We, in our discretion, shall provide recreational, educational, and social services. Access to, participation in, and fees, if any, associated with activities are governed by our policy, which is subject to change from time to time.

2.15 **Scope of Services Included in the Monthly Maintenance Fee.** We reserve the right to add or delete certain services and to adjust the Monthly Maintenance Fee appropriately. We will provide thirty (30) days advance notice of any changes in services.

2.16 **Other Services.** Other services, such as barber /beauty services, are available at an additional charge and are not included in the Monthly Maintenance Fee. The charges for these services are reflected on the Fee Schedule, which is subject to change from time to time.

SECTION 3: NURSING AND PERSONAL CARE SERVICES

3.1 **Nursing Unit and Personal Care Unit.** We operate a Nursing Unit known as "The Reformed Presbyterian Home" and a Personal Care Unit known as "McKee Place" for the provision of licensed Routine Nursing Care Services and Personal Care Services which shall be available to you on a priority access basis so long as you meet the financial and all other criteria for admission. The costs of Routine Nursing Care Services and Personal Care Services are at an additional charge (i.e., the Daily Rate and the Monthly Personal Care Fee respectively) and are not included in the Monthly Maintenance Fee. We will exercise our best efforts to accommodate your level of care needs; however, there is no guarantee that space will be immediately available in the Nursing Unit or the Personal Care Unit at such time as you may require Routine Nursing Care Services or Personal Care Services. If you are permanently transferred to the Nursing Unit or Personal Care Unit, this Agreement shall terminate and you shall sign an admission agreement for the provision of Routine Nursing Care Services or Personal Care Services.

3.2 **Private Duty Nursing or Companion Services in the Residence.** Subject to the approval of the Community, you may utilize the services of private duty nurses or companions providing personal or nursing care services in the Residence so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by us. We reserve the right to review credentials of all nurses and companions, to approve or prohibit the use of or to require the discontinuation of such services. You are responsible to pay for all such services. As a condition of our approval, all private duty nurses or companions must provide us with an appropriate release and indemnification agreement, proof of workers' compensation and liability insurance, as well as proof that such nurses or companions are free of tuberculosis and/or other contagious or communicable disease, and are subject to a criminal background check. To the extent required, you shall confirm that any approved private duty nurse, companion, or attending individual has workers' compensation insurance coverage. In the absence of such coverage, you are required to provide workers' compensation insurance to the extent required by law. Services of private duty nurses, nurse assistants or companions may be used so long as you are able to satisfy the Conditions of Occupancy. In exchange for our consent to your request for the services of a private duty nurse, companion, or other assistant, you shall execute, if requested by us, an Aging-in-Place Addendum, which shall be attached to this Agreement and incorporated by reference. We reserve the right to terminate your authorization to utilize the services of private duty nurses or companions in the event that you do not comply with the requirements of this Section or require transfer to another level of care. If transfer to another level of care is required, then we reserve the right to transfer you to another level of care within the Community or to such other external care facility as we deem appropriate.

3.3 **Health Care Services and Liability for Health Care Costs.** Subject to Section 3.4 below, you remain responsible for your own Routine Nursing Care Services, Personal Care Services and health care services while residing in the Residence. All Routine Nursing Care Services, Personal Care Services and health care services of any kind provided to you under this Agreement are at an additional charge.

3.4 **Liability for Health Care Services.** A resident shall not be liable to a health care provider for services rendered under this Agreement if the health care services rendered are services which the Community agreed to furnish to a resident in consideration of the resident's payment of entrance and periodic fees. No future health care services are covered by your payment of the Entrance Fee or Monthly Maintenance Fee.

3.5 **Future Use of Facilities.** Although there is no current plan to discontinue operations of the Nursing Unit or Personal Care Unit, if deemed to be in the best interests of the perpetuation of our mission by the Board of Directors, we reserve the right at some future point to reduce the availability of the number of beds or to discontinue the operation of these facilities and/or these services. Should we elect to

discontinue operations of the Nursing Unit or Personal Care Unit, there are no assurances that any replacement facilities will be available at the Community.

3.6 Response Call System. We shall equip your Residence with a twenty-four (24) hour response call system. We do not provide Emergency Medical Services (EMS) or Emergency Medical Technicians (EMT). In the event of a medical emergency, you are required to contact 911 to obtain medical assistance. While the response call system may be used to inform us of a medical emergency, we disclaim any and all responsibility for providing emergency medical services in your Residence. If you utilize the response call system in such an emergency, we will call 911 on your behalf.

SECTION 4: FEES

4.1 Entrance Fee. You shall pay the sum of $_____ [_____ *initials]* as an Entrance Fee on the Designated Occupancy Date or the date of actual Occupancy, whichever is earlier.

4.2 Use of Entrance Fee. The entire Entrance Fee shall be used for the purpose of sustaining and extending our mission.

4.3 Amortization of Entrance Fee. Ten percent (10%) of the Entrance Fee will be amortized immediately upon the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. The remaining ninety percent (90%) of the Entrance Fee shall be amortized by us at the rate of one sixtieth (1/60) per month from the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. At the conclusion of the sixty (60) month amortization period, the Entrance Fee shall be earned in full by the Community, and you will not be entitled to a refund of any portion of the Entrance Fee.

4.4 Limitations on Increases in the Entrance Fee. After the signing of this Agreement by you, there will be no increase in the Entrance Fee for the Residence. Charges for care paid in one lump sum shall not be increased or decreased during the duration of the agreed upon care, except for change required by State or Federal assistance programs. In accordance with Section 3.4 above, the Entrance Fee and Monthly Maintenance Fee do not include future health care services.

4.5 Monthly Maintenance Fee.

(a) Amount. You shall pay to us a Monthly Maintenance Fee of *$*_____ *[_____ initials]* for Occupancy of the Residence.

(b) Payment and Due Date. Your responsibility to pay the Monthly Maintenance Fee begins on the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. Payment is due upon receipt of the monthly statement.

We reserve the right to change our billing cycle. The Monthly Maintenance Fee shall be pro-rated if you assume Occupancy after the first of the month. If any Monthly Maintenance Fee or other charges for miscellaneous or ancillary services are not paid within fifteen (15) calendar days of the due date, we may elect to exercise our available rights and remedies under this Agreement including termination.

(c) Adjustments in Monthly Maintenance Fee. The Monthly Maintenance Fee may be adjusted from time to time. We will provide thirty (30) days advance written notice of any changes in the Monthly Maintenance Fee.

4.6 Other Charges. In addition to the Monthly Maintenance Fee, the monthly statement shall reflect all other charges for miscellaneous, ancillary, or other services. Payment for all such other charges is also due upon receipt.

4.7 Co-Resident's Fee Responsibility. In situations of Double Occupancy, you shall be jointly and severally liable for each other's financial obligations and for all payments due under this Agreement. If one Co-Resident dies or leaves the Community or if this Agreement is terminated as to one Co-Resident for any reason, then both Co-Residents and/or their estates shall remain jointly and severally liable for all financial obligations incurred by either Co-Resident under this Agreement. In the event one Co-Resident transfers to the Nursing Unit, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits.

4.8 Late Charges and Cost of Collection. Any charges which are unpaid after twenty-five (25) days of the date of the statement, shall be subject to a late charge of one and one- half percent (1.5%) per month (or annual rate of eighteen percent (18%)), and you are obligated to pay any late charges. In the event we initiate any legal actions or proceedings to collect payments past due in excess of sixty (60) days, you shall be responsible to pay all attorneys' fees and costs incurred by us in pursuing the enforcement of your financial obligations under this Agreement.

4.9 Inability to Pay. It is our policy not to terminate this Agreement solely because of your inability to pay the Monthly Maintenance Fee and other charges, so long as you qualify for and we are capable of providing financial assistance. The financial information provided in your application for admission, in documents subsequently requested by us, or with your request for financial assistance, must not contain any material misrepresentations or omissions. It is your responsibility to look to all other available sources of financial assistance such as family, church and other agencies, including the Pennsylvania Department of Human Services which administers the Medical Assistance Program, before requesting financial assistance from us. You may not transfer assets represented as available in your application for admission for less than fair market value unless the transfer does not impair your ability to fulfill your financial obligations to us for future Personal Care Services or Routine Nursing Care

Services. If you impair your ability to pay your financial obligations by transferring assets for less than fair market value, or take such other actions that would disqualify you from benefits under the MA Program, then you shall not be considered for financial assistance and this Agreement may be terminated.

Our ability to provide financial assistance is contingent upon a number of factors including the availability of charitable gifts and the financial condition of the Community. If we determine that you qualify for financial assistance, then we may provide such assistance as is necessary to enable you to meet the Monthly Maintenance Fee obligation or other charges, provided that such assistance can be granted or continued without impairing the financial stability of the Community. If financial assistance is initially granted, there is no guarantee that such assistance can or will continue indefinitely or for any specific period of time.

We shall deduct amounts necessary to fulfill all of your financial obligations to us from any remaining balance of the unamortized portion of the Entrance Fee. You hereby authorize such deductions from any remaining balance of the unamortized portion of the Entrance Fee, which otherwise would be due as a refund.

SECTION 5: FINANCIAL DISCLOSURE

You agree to provide updated financial information at the request of the Community.

SECTION 6: MARRIAGE AND/OR ADDITIONAL OCCUPANTS

6.1 **Non-Resident.** In the event that you desire to marry or have another person enter the Community and share your Residence as a Co-Resident, the proposed Additional Occupant must file an application for admission and meet all age and other requirements for admission to the Residence. In the event you allow an Additional Occupant to occupy your Residence with you during the term of this Agreement and such Additional Occupant is admitted, then the Additional Occupant shall pay fifty percent (50%) of the then current Entrance Fee for the Residence. The amount paid by the Additional Occupant as an Entrance Fee will be immediately amortized in full, and shall not be available as a refund. The parties to this Agreement and the proposed Additional Occupant shall execute an addendum so that the Additional Occupant shall become a Co-Resident under this Agreement. Upon the admission of the Additional Occupant as a Co-Resident, the Monthly Maintenance Fee shall remain the same. The Additional Occupant and you shall be jointly and severally liable for each other's financial obligations and for all payments due under the addendum and this Agreement as described in Section 4.7 of this Agreement. In the event that the proposed Additional Occupant does not satisfy the requirements for admission, then the proposed Additional Occupant may request admission under such other terms and

conditions as may be acceptable to us, or you may exercise your option to terminate this Agreement.

6.2 Other Resident. In the event that you desire to marry or cohabit with another resident admitted under a separate Residency Agreement, and thereafter occupy a single Residence, then you and the other resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two Residences occupied by you and the other resident shall be thereafter occupied jointly. The Residence not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated Residence. Any applicable refund shall be paid to the resident surrendering his/her Residence upon the termination of the resident's Residency Agreement, but only after the vacated Residence has been reoccupied by another resident and the applicable Entrance Fee for the Residence has been paid in full by the reoccupying resident. Each resident shall then be treated as a Co-Resident and each Co-Resident shall become jointly and severally liable for each other's financial obligations and for all payments due under this Agreement and any applicable addenda, and any subsequent refund shall be paid in accordance with the refund provisions of this Agreement relating to Double Occupancy, unless otherwise agreed upon in writing. In the event you request to move to a larger Residence not then occupied by you or your anticipated co-resident, then subject to our approval and the availability of a larger Residence, you and such other person shall pay an additional fee, which shall be equal to the amount, if any, by which the then current Entrance Fee of the selected Residence exceeds the sum of the initial Entrance Fee paid by you and your anticipated co-resident. The additional fee shall be immediately amortized by us. Upon transfer, the Monthly Maintenance Fee shall remain the same. This Agreement shall be amended to reflect the change in the Residence and any other matters reasonably necessary for your transfer to the designated or alternative Residence.

SECTION 7: OPTION TO MOVE

7.1 Option After Occupancy. After Occupancy, you may request to exercise a limited option to move to another Residence on the Community's premises, if and when another Residence becomes available, in accordance with our policies, which are subject to change from time to time. In the event you desire to exercise the option to move to another Residence, you must notify us in writing of the Residence desired. The costs and charges related to exercising the option to move are your responsibility. We reserve the right to refuse your request to move to another Residence

7.2 Costs of Election to Move.

(a) To Residence With Lesser Entrance Fee. If you elect to move to a Residence, which has a lesser Entrance Fee than you paid for Occupancy of the Residence initially designated under this Agreement, then no additional payment or

refund shall be due. You shall be obligated to pay the applicable Monthly Maintenance Fee for the selected Residence.

(b) To Residence With Greater Entrance Fee. If you elect to move to a Residence, which has a greater Entrance Fee than you paid for Occupancy of the Residence initially designated under this Agreement, then you shall pay, prior to moving to the selected Residence, an additional amount equal to the difference between the initial Entrance Fee paid and the higher Entrance Fee in effect at the time of the move. The difference shall be immediately amortized in full by us. You shall be obligated to pay the applicable Monthly Maintenance Fee for the selected Residence

7.3 Option to Move Addendum. In the event you receive approval from us to move to another Residence, you shall sign an addendum to this Agreement reflecting all costs and charges related to exercising the option to move, including the Monthly Maintenance Fee for the selected Residence.

SECTION 8: TERMINATION OF AGREEMENT

8.1 Termination by You.

(a) Rescission Period. You may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to us.

(b) Prior to Occupancy. After the lapse of the seven (7) day rescission period, but prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier, you may terminate this Agreement by delivering written notice to us prior to Occupancy. In the event of your death, illness, injury or incapacity prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then this Agreement shall automatically terminate. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. In situations of Double Occupancy where one Co-Resident is precluded from taking Occupancy due to death, illness, injury or incapacity, the other Co-Resident may elect to terminate this Agreement. If such Co-Resident elects to take Occupancy of the Residence, then the Monthly Maintenance Fee shall remain the same.

(c) After Occupancy. After Occupancy, you may terminate this Agreement by delivery of written notice to us at least thirty (30) days prior to termination, and by the Surrender of the Residence. Termination shall be effective after the lapse of the thirty (30) day notice period and Surrender of the Residence. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

8.2 Termination by Us.

(a) Prior to Occupancy. We may terminate this Agreement at any time prior to Occupancy by providing written notice to you prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier. All payments shall be refunded to you. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

(b) After Occupancy. We may terminate this Agreement upon a determination of just cause and delivery of thirty (30) days written notice to you or your representative or such written notice as is reasonable under the circumstances. Just cause shall include but not be limited to, a default in payment; the submission of any materially false information; the failure of you to abide by our rules, regulations, policies, and procedures; the breach of any of the other terms of this Agreement, including a change in the liquidity of your assets, such as the purchase of an annuity that impairs your ability to fulfill timely your current financial obligations to us as explained further below, or a transfer of assets to an irrevocable trust or any other transfer whereby assets disclosed in your application for admission are no longer available in whole or in part to pay for your care and services; or a good faith determination in writing signed by our Medical Director and Administrator that your continued Occupancy in the Residence either creates a serious threat or danger to your life, health, or safety or creates a serious threat or danger to the life, health, safety, or peaceful enjoyment of other residents or persons in the Community. If you substantially impair your ability to fulfill timely your financial obligations to us due to a change in the liquidity of your assets or a transfer of assets to an irrevocable trust or any other transfer, then we may terminate this Agreement following an opportunity to cure. If you fail to cure or correct the non-compliance within a period as determined by us and to our satisfaction, then we may terminate this Agreement for just cause upon thirty (30) days written notice to you or your representative. In situations where continued Occupancy threatens the life, health, safety, or peaceful enjoyment of you or other residents, only such notice as is reasonably practicable under the circumstances will be provided to you or your representative, and termination may be effective immediately. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement.

8.3 Termination Upon Permanent Transfer. If you are permanently transferred to the Nursing Unit, Personal Care Unit or another facility, this Agreement shall terminate. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. In the case of Double Occupancy, this Agreement shall terminate only as to the transferring Co-Resident. The Co-Resident remaining in the Residence shall continue to pay the Monthly Maintenance Fee. No refund shall be due so long as the remaining Co-Resident continues to reside in the Residence and until all other conditions for a refund have been satisfied.

8.4 **Termination by Death.** Following your death, this Agreement shall terminate when the Residence has been surrendered to us. Any applicable refunds shall be paid in accordance with the refund provisions of this Agreement. If the Residence remains occupied by a Co-Resident, then this Agreement shall remain in full force and effect as to the surviving or remaining Co-Resident, and no refund shall be due at that time.

8.5 **Surrender.** The obligation to pay the Monthly Maintenance Fee shall continue until after the lapse of any mandatory notice period for termination and the Residence has been surrendered by you, or in the case of death, by your estate or your family. Surrender of the Residence shall be complete when you have ceased to occupy it, have removed all possessions from it, and have turned over the Residence keys to us.

8.6 **Further Obligations and Release Upon Termination.** Upon termination of this Agreement, we are released from any further obligations to you except for the delivery of personal property as limited by this Agreement, and the payment of any refund, which may be due. You are released from any further obligations to the Community after all of your financial and indemnification obligations have been met under this Agreement. The provisions of Section 4.7 addressing joint and several liability for the financial obligations of Co-Residents and the indemnification provision reflected in Section 18 survive the termination of this Agreement and shall remain in full force and effect.

8.7 **Failure to Vacate and Surrender Residence.** Upon notice of termination, in the event that you fail to vacate and Surrender the Residence timely, then we may file a complaint with the applicable District Justice seeking an order to evict you from the Residence. You shall be obligated to pay us reasonable attorneys' fees and costs in the event we commence legal proceedings against you to evict you for your non-compliance with or breach of the terms of this Agreement.

SECTION 9: TRANSFER TO OTHER SERVICES OR TO ANOTHER OUTSIDE FACILITY

9.1 **Conditions of Occupancy.** You shall have the right to occupy the Residence for so long as you satisfy the Conditions of Occupancy, which may be subject to change from time to time due to regulatory or related changes in the law, or operating requirements or conditions. You agree to provide appropriate information regarding your current physical and mental condition, upon request.

9.2 **Decision to Transfer.** With the concurrence of our Medical Director, we may transfer you from and between the Residence and the Nursing Unit, Personal Care Unit or any other appropriate care facility if we determine that such a move should be made for your health, safety, or welfare, or for the proper operation of the Community, or because you no longer satisfy the Conditions of Occupancy of the Residence. If you are transferred permanently to the Nursing Unit, Personal Care Unit or to any other

appropriate care facility, we may declare the Residence vacant and reassign the Residence to another resident. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by us at our sole discretion, with the concurrence of our Medical Director, after consideration of your opinion, the advice of your family, and if requested and paid by you, the opinion of your physician. Your opinion and the advice of your family and your physician are advisory only and shall not be binding on us.

9.3 Charges Related to Transfer.

(a) Single Occupancy.

(i) Temporary Transfer. During any temporary transfer to the Nursing Unit, Personal Care Unit or another facility, you shall continue to pay the Monthly Maintenance Fee and additionally all costs and charges related to the transfer to and occupancy of the Nursing Unit, Personal Care Unit or other facility.

(ii) Permanent Transfer. Upon permanent transfer to the Nursing Unit, Personal Care Unit or another facility, and after Surrender of the Residence, the obligation to pay the Monthly Maintenance Fee shall end and this Agreement shall terminate. You shall pay all costs and charges related to the transfer to and occupancy of the Nursing Unit, Personal Care Unit or other facility.

(b) Double Occupancy.

(i) Temporary Transfer. During temporary transfer of one Co-Resident to the Nursing Unit, Personal Care Unit or another facility, the Monthly Maintenance Fee shall remain the same, and the transferred Co-Resident shall be charged and both Co-Residents shall collectively be responsible to pay the charges for care and services in the Nursing Unit, Personal Care Unit or other facility. In situations where one Co-Resident temporarily transfers to the Nursing Unit, this provision shall not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits. In the event both Co-Residents are temporarily transferred to the Nursing Unit, Personal Care Unit or another facility, the Monthly Maintenance Fee shall remain the same, and both Co-Residents shall be charged and shall collectively be responsible to pay the charges for care and services in the Nursing Unit, Personal Care Unit or other facility.

(ii) Permanent Transfer. During permanent transfer of one Co-Resident to the Nursing Unit, Personal Care Unit or another facility, the Monthly Maintenance Fee shall remain the same, and the transferred Co-Resident shall be charged and both Co-Residents shall collectively be responsible to pay the charges for care and services in the Nursing Unit, Personal Care Unit or other facility. In situations where one Co-Resident permanently transfers to the Nursing Unit, this provision shall

not be construed as a third party guarantee nor shall it impair such Co-Resident's eligibility for Medicare or Medical Assistance benefits. In the event both Co-Residents are permanently transferred to the Nursing Unit, Personal Care Unit or another facility, then, after the Surrender of the Residence, the obligation to pay the Monthly Maintenance Fee shall end and this Agreement shall terminate. Both Co-Residents shall be charged and shall collectively be responsible to pay the charges for care and services in the Nursing Unit, Personal Care Unit or other facility.

9.4 Release of or Return to Residence After Transfer.

(a) Temporary Transfer. If you are temporarily transferred to the Nursing Unit, Personal Care Unit or another facility, you may return to the Residence at such time as we determine that you can satisfy the Conditions of Occupancy.

(b) Permanent Transfer. If you are permanently transferred to the Nursing Unit, Personal Care Unit or another facility, you shall Surrender and vacate the Residence within thirty (30) days of written notice of our decision to permanently transfer you and release the Residence. If in our opinion, you subsequently recover sufficiently to satisfy the Conditions of Occupancy of a Residence, we in the exercise of our discretion, shall make available as soon as reasonably practicable a Residence with a floor plan comparable to the one relinquished. You shall execute a new Residency Agreement with us and pay the then current Entrance Fee and the then current Monthly Maintenance Fee.

SECTION 10: REFUND OF ENTRANCE FEE

10.1 Termination Before Occupancy. Any Entrance Fee payments will be refunded in full if you rescind this Agreement within seven (7) days in accordance with the Notice of Right to Rescind. In the event of termination of this Agreement by your death before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; or in the event you are precluded from taking Occupancy because of illness, injury, or incapacity prior to the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then we will make a full refund of any Entrance Fee payments less any amounts deducted to cover expenses incurred by us at your specific written request. Where two individuals have signed this Agreement for Double Occupancy, the death of one Co-Resident shall not constitute termination of this Agreement, and no refund shall be due. In the event of the termination of this Agreement by us before the Designated Occupancy Date or actual date of Occupancy, whichever is earlier; then we shall make a full refund of any Entrance Fee payments.

10.2 Termination After Occupancy. In the event of termination during the amortization period, you will be entitled to a refund of the unamortized portion of the Entrance Fee, less deductions for any financial assistance provided to you by us, and/ or any amounts necessary to cover costs incurred by us to refurbish, restore or repair

the Residence in the event of unreasonable wear and tear, and/ or costs incurred at your specific request, and/ or any unpaid charges. All refunds shall be paid to you or your estate in accordance with Section 10.5. After the lapse of the amortization period, you will not be entitled to a refund of any portion of the Entrance Fee.

10.3 Double Occupancy - Limitation on Availability of Refund. It is the intention of the parties that any applicable refund will only be made in accordance with Section 10.5 after the last surviving Co-Resident vacates and surrenders the Residence, and this Agreement is terminated. In situations of Double Occupancy where one Co-Resident is transferred to the Nursing Unit and becomes eligible for Medical Assistance, no potential future refund shall be available to pay for Routine Nursing Care Services. If, however, the Department of Human Services ("DHS") construes any potential future refund as an available resource, or if any court, administrative agency, or other appropriate tribunal having jurisdiction determines that Section 10.5 is contrary to law or Medical Assistance eligibility requirements, then we shall make available the amount determined by DHS or other appropriate tribunal as an available resource as a refund, and apply such refund to the payment of Routine Nursing Care Services for the particular Co-Resident.

10.4 No Accrual of Interest. No interest will accrue to the benefit of you or your estate on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

10.5 Conditions and Due Date for Refund Payments. Prior to Occupancy, any applicable refund will be made within thirty (30) days of the termination of this Agreement. After Occupancy, any applicable refund will be made only after the following have been completed: (a) the Residence has been vacated and surrendered; (b) keys to the Residence and to buildings have been returned to us; (c) all personal furniture and belongings have been removed from the Residence; (d) the termination of this Agreement; (e) we have accepted and entered into a Residency Agreement with a new resident for the Residence most recently occupied by you and the seven (7) day rescission period has expired; (f) the replacement Entrance Fee has been paid in full for the Residence most recently occupied by you; and (g) such new resident has taken Occupancy. Any applicable refund will be paid only after all of the above conditions have been completed. Upon completion of all of the aforementioned conditions, any applicable refund shall be paid to you or your estate within thirty (30) days thereafter. The amount of any refund is subject to deductions for any amounts due to us. The amortization of the Entrance Fee, if not fully amortized, shall cease on the effective date of Surrender. In situations of Double Occupancy, there will be no refund, partial or otherwise, upon the death, permanent transfer, discharge or voluntary departure from the Community of only one of the Co-Residents.

SECTION 11: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

11.1 Legal Guardian. If you become incapacitated or unable to properly care for self or property, and no representative has been lawfully designated to act on your behalf or no lawfully designated representative is available or able to act on your behalf, then we shall have the option to institute legal proceedings to adjudge you incapacitated and have a guardian appointed for you or your estate or both. You authorize us to nominate a legal guardian to serve, subject to court approval, and you release us from any liability related to the nomination. All costs of such legal proceedings, including legal fees, shall be paid by you or the legally appointed guardian of your estate.

11.2 Power of Attorney. We recommend that you furnish to us, no later than the actual date of Occupancy, a Power of Attorney executed by you, which shall be maintained in our files.

SECTION 12: RIGHTS AND OBLIGATIONS OF RESIDENT

12.1 Right to Receive Disclosure Statements. We shall deliver to you prior to or at the time of the execution of this Agreement, and make available to you at least annually thereafter, a copy of our Disclosure Statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984.

12.2 Rights to Property/Subordination. The rights and privileges granted to you by this Agreement do not include any right, title, or interest in any part of the personal property, land, buildings, and improvements owned, leased or administered by us. Your 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 you and us. Any rights, privileges, or benefits under this Agreement, including your right to a full or partial refund, shall be subordinate to any existing or subsequent mortgages or deeds of trust on any of the premises or to any other interest in the real property of the Community and to all amendments, modifications, replacements, or re-financings of any existing or subsequent mortgages or deeds of trust or to any liens or security interests held by secured creditors of Community. This subordination provision means that the claims of secured creditors in the event of Community's bankruptcy or default on its financial obligations shall be paid before you are entitled to receive any applicable refund. Upon request, you shall execute and deliver any document, which is required by us, or by the holder of any such mortgages or deeds of trust or other encumbrances, to effect such subordination or to evidence the same.

12.3 Inspection of Residence and Right of Entry. You shall permit us, our agents, or any representative of any holder of a mortgage or similar interest on the property, to enter your Residence for the purpose of making reasonable inspections, repairs, and replacements. Such entry will be made only with reasonable advance notice except

under what we consider to be exigent circumstances as deemed necessary and appropriate by us. We shall have the right to enter your Residence to perform scheduled housekeeping, routine maintenance, or other reasonably necessary purposes having due regard for your privacy.

12.4 Housekeeping/Housecleaning Responsibilities. You shall maintain your Residence in a clean, sanitary, and orderly condition. If you do not maintain your Residence in a reasonable manner as determined by us, after notice to you, we shall have the right to maintain the Residence and the cost of such additional cleaning or maintenance shall be charged to you.

12.5 Health Insurance. We expect that some of the cost of medicines, medical or nursing services or equipment provided for you 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 through Social Security programs (commonly known as "Medicare A, Band D"). Prior to Occupancy, you shall secure medical and surgical insurance for protection from medical risks, and when eligible, shall secure and maintain in force at your expense maximum coverage available under the federal government social security health insurance programs known as "Medicare A, B and D" or an equivalent policy approved in writing by us, and at least one Medicare supplemental health insurance policy (commonly known as Medigap insurance, which must include coverage for nursing care co-insurance) such as those offered by the Blue Cross and Blue Shield Plans, or an equivalent policy as approved in writing by us, which provides coverage for Medicare deductibles and co-insurance. Acquisition of equivalent Medicare benefits from a managed care organization ("MCO") will not satisfy the insurance requirement under this Agreement unless the MCO is approved by us in writing as an equivalent policy. Proof of such insurance must be provided at the time of application and prior to admission. In the event you fail to maintain in force, because of failure to make premium payments, such health care insurance after Occupancy, we reserve the right to make such payments for purposes of maintaining such insurance in force for your benefit. You are obligated to reimburse us for such payments made on your behalf and the cost of such premium shall be added to and included in the Monthly Maintenance Fee. The payment by us of any premium due on the required policies does not constitute a waiver of our right to terminate this Agreement upon your failure to make such premium payments and we have no obligation or liability to provide or pay for your health insurance. The Community may require you to provide proof of health insurance from time to time after Occupancy.

12.6 Vehicle Registration and Insurance. You may operate a vehicle on our campus only if you have a valid driver's license and a valid state registration. You must register the vehicle with us, and comply with our rules and policies governing the safe operation of motor vehicles. We reserve the right to revoke your operating privileges

and remove your vehicle from our property if you do not abide by our policy as reflected in the Resident Handbook, which is subject to change from time to time.

12.7 Insurance Requirements. You shall obtain at your expense, personal property and general liability insurance in such amounts as we may deem appropriate, and you shall provide us with Certificates of Insurance verifying coverage. Policies shall be endorsed so as to provide that we shall receive thirty (30) days prior written notice of cancellation or non-renewal.

12.8 Reduction of Income or Other Resources. You shall make every reasonable effort to meet your financial obligations to us. You shall not transfer control of assets or property for less than fair market value or make any gifts subsequent to the date of application for admission, nor make any transfers or gifts after Occupancy, including a transfer of assets to an irrevocable trust, or change the liquidity of your assets in any manner, including the purchase of an annuity, which would substantially impair your ability to fulfill timely your financial obligations to us or the ability of your estate to satisfy your financial obligations to us. In the event you substantially impair your ability to fulfill timely your financial obligations to us, we may terminate this Agreement for just cause following an opportunity to cure. If you fail to cure or correct the non-compliance within a period as determined by us and to our satisfaction, then we may terminate this Agreement for just cause upon thirty (30) days written notice to you or your representative. If you fail to cure within the afforded time and we decide not to terminate this Agreement, then you shall not have access to or the ability to transfer to another level of care within the Community, and you shall not be eligible for financial assistance. Our decision not to terminate this Agreement shall not be construed as a waiver of our right to terminate at a later date.

12.9 Responsibility for Property Damage to Community.

(a) Responsibility for Condition of Residence Upon Termination. Upon termination of this Agreement, or at such other time as you shall vacate and Surrender the Residence, you must leave it in as good condition as the date of Occupancy except for reasonable wear and tear. If the Residence is damaged beyond ordinary wear and tear, as reasonably determined by us, the costs of repair shall be your obligation and such costs shall be billed directly to you or your estate, or alternatively, deducted from any refund that may be due.

(b) Property Damages Caused by Resident. Any loss or damage to our real or personal property caused by you or your guests shall be paid by you. In the event of your death, your estate shall be liable for any loss or damage to our property caused by you.

12.10 Release Regarding Conduct of Other Residents or Guests. We assume no liability for your conduct or any other residents or guests, or for the use, ownership,

possession, or control of electric carts or similar mechanized mobile medical or other equipment of other residents or guests. You release and discharge us from any claims for personal injury to you or damages to your personal property caused by the conduct of other residents or guests, or by the use, ownership, possession, or control of electric carts or similar mechanized mobile equipment by other residents or guests. You may bring any claims for personal injury sustained by you from the actions or omissions of other residents directly against the residents and/ or guests that are responsible for your injury.

12.11 Responsibility For Your Personal Property.

(a) Responsibility for Loss or Damage. We shall not be responsible for the loss or damage due to fire, theft, or other causes of any property belonging to you, or your estate, or your guests.

(b) Removal of Personal Property. Your personal property shall be removed from the Residence within thirty (30) days following your move or your death. If removal of property is not accomplished within such time, then we shall have the right to remove such property and store the same at the expense and risk of you or your estate. Articles of personal property remaining in storage sixty (60) days following Surrender shall become our property.

12.12 Rules, Regulations, Policies, and Procedures. You shall cooperate, and comply with all rules, regulations, policies, and procedures established by the Community. Rules, regulations, policies, and procedures are set forth in the Resident Handbook, and other publications or documents of the Community, and are subject to change from time to time.

12.13 Your Rights are Personal and Non-transferable. Your rights and privileges under this Agreement are personal to you and cannot be transferred or assigned. No person other than you may occupy or use the Residence covered by this Agreement unless approved in writing by us.

12.14 Right of Self-Organization. You along with other residents of Community shall have the right of self-organization. A representative designated by us shall hold quarterly meetings during the calendar year with residents of Community. At least seven (7) days notice of each quarterly meeting shall be given to you.

12.15 Pets. Under limited circumstances as approved by us, you may have a pet so long as it meets the requirements of our pet policy. You shall assume financial responsibility and any obligations for any damage caused by the pet and shall pay an additional fee as set by us in accordance with our policy, which is subject to change from time to time. We reserve the right to rescind approval of the pet if we determine

that the pet constitutes a nuisance or danger to Community, or threatens the quiet enjoyment of other residents.

12.16 Smoking. We are a smoke-free community. We do not permit smoking in any buildings on our campus, including your Residence, in accordance with our smoking policy described in the Resident Handbook, which is subject to change from time to time.

12.17 Nondiscrimination. Community operates a continuing care retirement community and provides housing for persons 60 years of age and older in its independent living apartments. Community complies with the Fair Housing Act and does not discriminate against any resident based on race, color, religion, sex, disability or national origin in the provision of housing. It is a violation of Community's nondiscrimination policy for any resident to harass any other resident or staff member on the basis of these protected categories. Harassment, intimidation, or any other form of illegal discrimination will not be permitted on Community's premises by any resident or staff member, and if a resident believes that he/she may have been, or anyone else may have been harassed by or retaliated against or subject to any discriminatory conduct by any staff member or another resident, then the resident should immediately report his/her concerns to the Administrator.

SECTION 13: CASUALTY LOSS

In the event the Residence occupied by you or the building in which the Residence is located, is destroyed or is damaged by fire or other casualty so as to render the Residence generally unfit for Occupancy, we will endeavor in good faith to rebuild and replace the Residence and/ or building with substantially similar accommodations unless doing so would threaten our financial viability. In the unlikely event that we determine that rebuilding threatens our financial viability so as to preclude replacement of the Residence or building, then we will strive to develop an alternative restoration plan in which we will exercise our best efforts to locate, identify or provide, if financially feasible as determined by us, reasonable alternative accommodations for any resident affected by such a catastrophic loss. We will provide notice to the Insurance Department of such a catastrophic loss prior to a decision to terminate any agreements, which will provide an opportunity for the Insurance Commissioner to intervene on your behalf. If we elect to terminate this Agreement, written notice of termination shall be given to you as soon as is reasonably possible from the date of the damage to the Residence. Any applicable refund due to you in accordance with Section 10 shall be paid to you in full upon any such termination. If notice of termination is not given, or if the damage does not render the Residence unfit for Occupancy, we shall be obligated to rebuild or repair the damage to the Residence as soon as reasonably possible for Occupancy by you, and this Agreement shall remain effective unless the parties may otherwise mutually agree. In the event you are unable to occupy the Residence for any period of time during any reasonably necessary period of restoration of the Residence,

the Monthly Maintenance Fee shall be reduced proportionately, unless a vacant Residence is available for temporary Occupancy by you. We shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Residence, or the interruption in use of the Residence, or the termination of this Agreement by reason of the destruction of the Residence or building.

SECTION 14: RENOVATION OF RESIDENCE

We reserve the right to relocate you to another residence within the Community in the event the Residence occupied by you or the building in which the Residence is located is subject to renovation. In such event, you shall relocate to a residence that is substantially similar to the Residence designated under this Agreement. In the event of such relocation, we shall assume responsibility for your reasonable moving costs. During temporary occupancy of the other residence, you shall pay the Monthly Maintenance Fee applicable to that residence. Upon completion of the renovations, you may, subject to our approval, elect to remain in the residence you have occupied on a temporary basis, or return to the renovated Residence or the renovated building in which the Residence is located. If you, subject to our approval, choose to remain in the residence you have been occupying, then you shall continue to pay the applicable Monthly Maintenance Fee, and any applicable refund due to you upon the termination of this Agreement shall be based on the Surrender of that residence. In the event you, subject to our approval, choose to return to the renovated Residence or the building in which the Residence is located, then this Agreement shall terminate and you shall receive any applicable refund. You shall execute a new Residency Agreement with us and pay the then current Entrance Fee and the then current Monthly Maintenance Fee. All costs associated with relocation to the renovated Residence or the building in which the Residence is located shall be paid by you.

SECTION 15: 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 16: ACTS OF FORBEARANCE

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

SECTION 17: ENTIRE AGREEMENT

This Agreement along with applicable addendum(s), constitute the entire Agreement between you and us. We shall not be responsible or liable for any statements, representations, or promises made by any person representing or purporting to represent us, unless such statements, representations, or promises are set forth in this Agreement. Any brochures or advertisements describing us are for the purpose of inviting inquiries only and are not to be relied upon as legally or contractually binding. This Agreement may not be amended except by a subsequent written addendum approved by us and executed by the parties.

SECTION 18: INDEMNIFICATION

You shall indemnify and hold us harmless from and against, and are responsible to pay for, any damages, including our attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification, arising from any injury to or death of any person or other resident, or arising from any damage to or loss of the property of any person or resident caused by your acts or omissions, to the fullest extent permitted by law.

SECTION 19: GRIEVANCE PROCEDURE

19.1 **Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident, you shall make your complaint known to us. You must first notify us of any such complaints, and provide us with sixty (60) days to resolve the complaint satisfactorily to you before you may pursue mediation and/or arbitration.

19.2 **Voluntary Mediation.** Mediation is a form of alternative dispute resolution whereby an impartial person facilitates communication between the parties. The goal of mediation is to resolve the dispute promptly, amicably, and without incurring significant time and expense. Mediations are non-binding in nature. This Agreement provides for voluntary mediation whereby the parties may, upon mutual agreement, engage in mediation before resorting to arbitration. If the parties mutually agree to mediate any dispute that may arise between them, then the mediation will be conducted at a site selected by us, which shall be at the Community or at a site within a reasonable distance of Community. If the parties are unable to resolve their dispute through mediation, the dispute may only be resolved by arbitration as provided in this Agreement. If the parties do not mutually agree to mediate any dispute that may arise between them, then they may proceed directly to arbitration. The costs of the mediation shall be borne equally by each party, and each party shall be responsible for their own legal fees.

19.3 **Mandatory, Binding Arbitration.** Arbitration is a specific process of dispute resolution utilized instead of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party ("Arbitrator(s)") chosen by the parties to this Agreement renders the decision, which is binding on both parties. Generally an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides of the story and render a decision based on fairness, law, common sense and the rules established by the Arbitration Association selected by the parties. When Arbitration is mandatory, as it is under this Agreement, it is the only legal process available to the parties. Mandatory Arbitration has been selected with the goal of reducing the time, formalities and cost of utilizing the court system. You or, in the event of your incapacity, your authorized representative have the right to rescind this arbitration clause in accordance with the terms and conditions specified in Section 19.3(h) of this Agreement.

(a) Contractual and/or Property Damage Disputes. Unless resolved or settled by mediation, any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to this Agreement, or concerning any rights arising from or relating to an alleged breach of this Agreement, with the exception of (1) guardianship proceedings resulting from your alleged incapacity; (2) eviction proceedings initiated by us; (3) collection actions initiated by us for nonpayment of stay which results in a financial loss to us; and (4) disputes involving amounts in controversy of less than Twelve Thousand Dollars ($12,000), shall be settled exclusively by arbitration. This means that you will not be able to file a lawsuit in any court to resolve any disputes or claims that you may have against us. It also means that you are relinquishing or giving up all rights that you may have to a jury trial to resolve any disputes or claims against us. It also means that we are giving up any rights we may have to a jury trial or to bring claims in a court against you. Subject to Section 19.3(f), the Arbitration shall be administered by ADR Options, Inc., in accordance with the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. You acknowledge and understand that there will be no jury trial on any claim or dispute submitted to arbitration, and you relinquish and give up your rights to a jury trial on any matter submitted to arbitration under this Agreement.

(b) Personal Injury or Medical Malpractice. Unless resolved or settled by mediation, any claim that you may have against us for any personal injuries sustained by you arising from or relating to any alleged medical malpractice, inadequate care, or any other cause or reason while residing in Community, shall be settled exclusively by arbitration. This means that you will not be able to file a lawsuit in any court to bring any claims that you may have against us for personal injuries incurred while residing in Community. It also means that you are relinquishing or giving up all rights that you may have to a jury trial to litigate any claims for damages or losses allegedly incurred as a result of personal injuries sustained while residing in Community. Subject to Section 19.3(f), the Arbitration shall be administered by ADR Options, Inc., in accordance with

the ADR Options Rules of Procedure, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. You acknowledge and understand that there will be no jury trial on any claim or dispute submitted to arbitration, and you relinquish and give up your right to a jury trial on any claims for damages arising from personal injuries to you which are submitted to arbitration under this Agreement.

(c) Exclusion From Arbitration. Those disputes which have been excluded from mandatory arbitration (i.e., guardianship proceedings, eviction proceedings initiated by us**,** collection actions initiated by us and disputes involving amounts in controversy of less than $12,000) may be resolved through the use of the judicial system. In situations involving any of the matters excluded from mandatory arbitration, neither you nor we are required to use the arbitration process. Any legal actions related to those matters may be filed and litigated in any court which may have jurisdiction over the dispute.

(d) Right to Legal Counsel. You have the right to be represented by legal counsel in any proceedings initiated under this arbitration provision. Because this arbitration provision addresses important legal rights, we encourage and recommend that you obtain the advice and assistance of legal counsel to review the legal significance of this mandatory arbitration provision prior to signing this Agreement.

(e) Location of Arbitration. The Arbitration will be conducted at a site selected by us, which may be at the Community or at a site within a reasonable distance of Community.

(f) Time Limitation for Arbitration. Any request for arbitration of a dispute must be requested and submitted to ADR Options, Inc., with notice to the other party, prior to the lapse of two (2) years from the date on which the event giving rise to the dispute occurred, or before the expiration of the applicable statute of limitations for the dispute, whichever is earlier. Determination of the lapse of two (2) years from the date on which the event giving rise to the dispute occurred and determination of the applicable statute of limitations shall be made by the arbitrator as part of the arbitration process. ADR Options, Inc., is the designated arbitration agency that shall hear disputes specified in Sections 19.3(a-b) of this Agreement. ADR Options, Inc., is an impartial alternative dispute resolution organization that provides a panel of neutral third party arbitrators from which you and Community, upon mutual agreement, shall select an arbitrator to facilitate dispute resolution. In the event ADR Options, Inc., is unable or unwilling to serve, then the request for Arbitration must be submitted to us within thirty (30) days of receipt of notice or other determination of ADR Options, Inc.'s, unwillingness or inability to serve as a neutral arbitrator. We shall select an alternative neutral arbitration service within thirty (30) days thereafter and the selected Arbitration Agency's procedural rules shall apply to the arbitration proceeding. The failure to submit a request for Arbitration to ADR Options, Inc., or an alternate neutral

arbitration service selected by us, within the designated time (i.e., two (2) years or the applicable statute of limitations, whichever is earlier) shall operate as a bar to any subsequent request for Arbitration, or for any claim for relief or a remedy, or to any action or legal proceeding of any kind or nature, and the parties will be forever barred from arbitrating or litigating a resolution to any such dispute. Contact information for ADR Options, Inc., is as follows:

Two Commerce Square, Suite 1100
2001 Market Street
Philadelphia, PA 19103-7044
Phone: (215) 564-1775/ (800) 364-6098
Fax: (215) 564-1822
Website: www.adroptions.com

(g) Allocation of Costs for Arbitration. The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for their own legal fees.

(h) Limited Resident Right to Rescind this Mandatory, Binding Arbitration Clause (Section 19.3(a-l) of this Agreement). You or, in the event of your incapacity, your authorized representative have the right to rescind this arbitration clause by notifying us in writing within thirty (30) days of the execution of this Agreement. Such notice must be sent via certified mail to the Community, and the notice must be post-marked within thirty (30) days of the execution of this Agreement. The notice may also be hand-delivered to the Community within the same thirty (30) day period. The filing of a claim in a court of law within the thirty (30) days provided for above will automatically rescind the arbitration clause without any further action by you or your authorized representative.

(i) Not a Condition of Admission or Continued Stay. Mandatory arbitration is not required as a condition of admission or continued stay in the Community.

(j) Confidentiality. You agree that, at all times, you will keep any information regarding the arbitration proceeding, including rulings, decisions and awards by the arbitrator, confidential and will not disclose voluntarily to any third party, except to the extent required by law. You are permitted to disclose that the matter has been resolved, without disclosing the results of the arbitration proceeding.

(k) Severability of Arbitration Clause (Section 19.3(a-l) of this Agreement). If any provision of this arbitration clause 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 arbitration clause shall remain in full force and effect.

(l) Law Governing Arbitration Clause. This arbitration clause shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

SECTION 20: 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 post-marked, postage prepaid, and addressed as follows:

To Community: Director of Resident Services
Upper Rooms Vista
2344 Perrysville Avenue
Pittsburgh, PA 15214

To Resident (Before Occupancy): _____

_____

_____

After Occupancy, notice will be provided to you at the Residence specified in this Agreement.

SECTION 21: AVERAGE ANNUAL COST OF PROVIDING SERVICES

An estimate of the average annual cost of providing care and services during the most recent twelve (12) month period will be reflected in our Disclosure Statement, which is made available to you on an annual basis.

SECTION 22: MISCELLANEOUS PROVISIONS

22.1 **Your Continuing Disclosure Obligation.** The information regarding your age, health, and financial affairs submitted by you in our admissions forms and related application documents is a material part of this Agreement, and this information is incorporated as a part of this Agreement. You acknowledge that the submission of false information may, in our judgment, constitute grounds for the termination of this Agreement. You must disclose any material changes in your financial situation or your ability to meet the Conditions of Occupancy before and after Occupancy. We may from time to time request verified financial statements and copies of tax returns from you.

The failure to make such disclosure may, in our judgment, constitute grounds to terminate this Agreement.

22.2 **Receipt of Disclosure Statement and Resident Handbook.** You acknowledge receiving a copy of our annual Disclosure Statement and Resident Handbook prior to signing this Agreement. The Resident Handbook is subject to change from time to time and shall not be construed as imposing any contractual obligations on us or granting any contractual rights to you.

22.3 **Community's Modification of Agreement and Policies.** We reserve the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to make modifications in our rules, regulations, policies, and procedures as we deem reasonably appropriate for the safe and efficient operation of the Community.

22.4 **Binding Effect.** Except as otherwise provided herein, this Agreement shall bind and serve to benefit our successors and assigns, and your heirs, executors, administrators and assigns.

22.5 **Consent to Assignment.** You consent to the collateral or other assignment by us of our right, title and interest in this Agreement.

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

22.7 **Headings.** Section headings are included solely to provide ease of reference, and are to be given no effect in the interpretation of this Agreement.

22.8 **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 provision of the Continuing Care Provider Registration and Disclosure Act of 1984 ("Act") which is intended for the benefit or protection of you or the individual purchasing care for you.

22.9 **Limitations on Private Cause of Action.** You may not file or maintain an action under the Act if you, before filing the action, received an offer, approved by the Insurance Commissioner, to refund all amounts paid by you to us, the facility or person alleged to have violated the Act together with interest from the date of payment, less the reasonable value of care and lodging provided prior to receipt of the offer and you failed to accept the offer within thirty (30) days of its receipt.

AGREEMENT AUTHORIZATIONS AND SIGNATURES

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

IN WITNESS WHEREOF, we have caused this Agreement to be signed by our authorized representative, and you have hereunto affixed your signature(s), the day and year first above written.

Attest:

Reformed Presbyterian Woman's Association d/b/a Upper Rooms Vista

_____

Date:_____

By: _____

Authorized Representative

Date:_____

Witness:

_____

Date:_____

_____

Resident/Co-Resident

Date:_____

Witness:

_____

Date:_____

_____

Co-Resident

Date:_____

NOTICE OF RIGHT TO RESCIND

Date rescission period begins _____, 2026. You may rescind and terminate your Residency Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Agreement within this seven (7) day period.

To rescind your Residency 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 the following address:

Upper Rooms Vista
2344 Perrysville Avenue
Pittsburgh, PA 15214

Not later than midnight of _____ (last day for rescission).

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

Date:_____

PROSPECTIVE RESIDENT'S SIGNATURE

_____

_____

EXHIBIT "A"

The following items will be provided by Community as part of the Residence:

- Kitchen stove
- Refrigerator
- Microwave
- Dishwasher
- Garbage disposal
- Window blinds
- Heating/ air conditioning units
- Floor coverings

REFORMED PRESBYTERIAN WOMAN'S ASSOCIATION
D/B/A UPPER ROOMS VISTA

AGING-IN-PLACE ADDENDUM

THIS ADDENDUM, effective this _____ day of _____, 20____, amends the Residency Agreement (called "Agreement"), and any other addenda or amendments to the Agreement entered into by and between Reformed Presbyterian Woman's Association d/b/a Upper Rooms Vista, a Pennsylvania non-profit corporation, (called "Community"), and _____ (called "Resident").

RECITALS:

The Community operates a continuing care retirement community located at 2344 Perrysville Avenue, Pittsburgh, PA 15214;

The Resident entered into the Agreement with the Community dated _____;

The Community is of the opinion that the Resident no longer meets the Conditions of Occupancy for the residential living unit (called "Residence") in that the Resident's care needs require a permanent level of care transfer to **[**a personal care home/nursing facility with appropriate nursing and supportive care services**]**;

Despite the Community's opinion that the Resident no longer meets the Conditions of Occupancy for the Residence, the Resident desires to continue to reside in his/her Residence and to assume the risk of injury to himself/herself as a result of residing in the Residence while in the opinion of the Community requiring a permanent level of care transfer; and

The Resident has requested that the Community make certain accommodations to its program and policies in order for the Resident to remain in the Residence.

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

1. The Community shall allow the Resident to continue to reside in the Residence provided that the Resident shall make arrangements with an independent service provider for the provision of private duty nursing, home care or companion services to ensure to the satisfaction of the Community that his/her care needs are met in the Residence.

2. The Resident shall pay directly to an independent service provider all costs and charges related to the provision of private duty nursing, home care or companion services while residing in the Residence.

3. The Resident authorizes the independent service provider, and any successor caregiver for the provision of private duty nursing, home care or companion services, to provide reports to the Community whenever requested by the Community for the purpose of confirming whether the Resident's health and personal care needs are being met by the independent service provider. The Resident also authorizes and directs the independent service provider, and any successive caregiver, to notify the Community in the event the services of the independent service provider are terminated by either the Resident or the independent service provider. The Resident's authorization for the release of such information is hereby made irrevocable. The Resident authorizes the Community to disclose this Addendum to the independent service provider to substantiate such authorization. The Resident shall be required to provide the Community with a care plan on a circle one **[**weekly basis**] [**monthly basis**]**, which care plan must establish to the satisfaction of the Medical Director and the Administrator that the Resident, with additional support services, can reside safely in and continue to occupy the Residence and that the Resident does not pose a direct threat to the health or safety of himself/herself or others.

4. If the Community, in its sole discretion, determines that the Resident is unable to reside safely in the Residence despite such reasonable accommodations, or if the Resident fails to comply with paragraphs one through three of this Addendum, then the Community reserves the right to transfer the Resident from the Residence to an outside care facility or the Community's personal or nursing care facility if it determines that such a move should be made because of the inability of the Resident to reside safely in the Residence, or for the health and safety of the Resident, the health, safety and peaceful enjoyment of other residents, for the proper operation of the Community, to comply with regulations of the Pennsylvania Department of Human Services, the Pennsylvania Department of Health, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or to otherwise meet the requirements of law.

5. The Resident understands and acknowledges that the Residence is not designed to care for individuals who require nursing or personal care services. The Resident is willing to assume the risk of injury to himself/herself as a result of residing in the Residence while requiring a higher level of care. The Resident is willing to accept all responsibility for any damages or harm which may result from any injury, including permanent disability and death, arising from his/her own actions, inaction, or negligence, because of the Resident's decision not to transfer to a higher level of care, but rather to reside in the Residence while utilizing an independent service provider for the provision of private duty nursing, home care or companion services.

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6. The Resident hereby releases, waives, and discharges the Community, its officers, administrators, directors, employees, agents, affiliates, successors, predecessors and its respective employees and representatives of and from any and all claims, actions, causes of action, complaints, demands, suits, debts, torts, losses, costs, expenses, fees, interest, rights, liabilities, damages, and injuries, whether direct, indirect or consequential, related to any personal injury or harm to the Resident, including permanent disability or death, which is related to or arises from or is attributable to the Resident residing in the Residence while, in the opinion of the Community, requiring a higher level of care.

7. This Addendum shall bind and serve to benefit the successors and assigns of the Community, and the heirs, executors, administrators and assigns of the Resident.

8. All of the other terms and conditions of the Agreement, to the extent not inconsistent with this Addendum, shall remain in full force and effect, and shall govern the terms and conditions of the relationship between the Community and the Resident. This Addendum is incorporated into and shall become part of the Agreement effective the date of this Addendum.

IN WITNESS WHEREOF, the Community has caused this Addendum to be signed by its authorized representative, and the Resident has placed his/her signature to this Addendum, the day and year first above written.

_____	_____	_____
Witness	Resident	Date
_____	_____	_____
Witness	Authorized Representative/Agent for Resident	Date
Witness:	Reformed Presbyterian Woman's Association d/b/a Upper Rooms Vista	
_____	By: _____	_____
	Authorized Representative	Date

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ADDENDUM TO RESIDENCY AGREEMENT
FOR PROMOTIONAL OFFER

THIS ADDENDUM, made this _____ day of _____, 20____, amends the Residency Agreement (hereinafter called the "Agreement") entered into on _____, 20____, and any other addenda or amendments to the Agreement, by and between Reformed Presbyterian Woman's Community d/b/a Upper Rooms Vista, a Pennsylvania non-profit corporation providing continuing care (hereinafter called "Community"), and _____ (hereinafter called "Resident", and when two individuals occupy the same apartment in Double Occupancy, they are called collectively "Resident", and individually "Co-Resident").

RECITALS:

Contemporaneously with the execution of this Addendum, Resident entered into the Agreement with Community;

Community is currently engaging in a promotional offer whereby the current Entrance Fee amount and the current Monthly Maintenance Fee amount for the Residence selected by Resident shall each be subject to a ____percent (___%) reduction;

Community desires to make such promotional offer available to Resident;

Resident desires to take advantage of the promotional offer; and

Community and Resident desire to enter into this Addendum to set forth the terms and conditions governing the promotional offer.

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

1. Reduction in Entrance Fee. The current Entrance Fee for the Residence selected by Resident is $_____ which shall be subject to a _____percent (___%) reduction in the amount of $_____. Section 4.1 of the Agreement reflects the reduced Entrance Fee amount that Resident shall pay (i.e., $_____ - _____ (___% reduction) = $_____).

2. Reduction in Monthly Maintenance Fee. During the following term_____, the current Monthly Maintenance Fee for the Residence selected by Resident, which is $_____, shall be subject to a _____ percent (___%) reduction in the amount of $_____. Section 4.5(a) of the Agreement

reflects the reduced Monthly Maintenance Fee amount that Resident shall pay (i.e., $_____ - _____ (___% reduction) = $_____).

3. **Increase in Monthly Maintenance Fee After ____ Year(s) of Occupancy.** After the lapse of the Resident's _____ year(S) of Occupancy, the ____ percent (___%) reduction in the amount of the Monthly Maintenance Fee will no longer be applicable and the Resident shall pay ____percent (___%) of the then current Monthly Maintenance Fee for Occupancy of the Residence which fee shall be subject to change from time to time in accordance with the terms and conditions of the Agreement.

4. Meal Allowance
This promotional offer entitles the Resident to _____meals per month for a term of_____months.

5. Discount on Reformed Presbyterian Home Services
This promotional offer entitles the Resident to the following discounts:
____% on Skilled Nursing Services
____% on Personal Care Services

6. **Other Terms and Conditions.** All of the other terms and conditions of the Agreement, to the extent not inconsistent with this Addendum, shall remain in full force and effect, and shall govern the terms and conditions of the relationship by and between Resident and Community.

IN WITNESS WHEREOF, Community and Resident have duly executed this Addendum as of the date first mentioned above.

Attest:

Reformed Presbyterian Woman's Association
d/b/a Upper Rooms Vista

_____

By: _____
Authorized Representative

_____
Witness

_____
Resident/Co-Resident

_____
Witness

_____
Co-Resident

ADDENDUM TO RESIDENCY AGREEMENT

Payment Plan for Entrance Fee

It is agreed that "Resident" will make an initial payment of $_____ towards the entrance fee, with 24 remaining monthly payments of $_____. Payment is due with the monthly rent on the 1st of the month. Thus total monthly rent and entrance fee payment will total $_____.

Attest:

Reformed Presbyterian Woman's Association
d/b/a Upper Rooms Vista

_____

By:_____
Authorized Representative

_____
Witness

_____
Resident/Co-Resident

_____
Witness

_____
Resident/Co-Resident

Reformed Presbyterian Woman's Association
EXHIBIT "F"

Table Showing Frequency & Average Dollar Amount of Each Increase in Periodic Rates for the Previous 5 Years
(Independent Living Entrance Fees, Monthly Fee, Personal Care Rates, and Nursing Care Rates)

Rates are changed annually typically based on a 4% or 5% increase for both the Personal Care and Nursing Rate.

Room Type	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Nursing Facility Unit					
Skilled Care					
Semi Private Per Diem	$336	$353	$367	$382	$397
Intermediate Care					
Semi Private Per Diem	$336	$353	$367	$382	$397
Personal Care					
Private Room / Month	$3,486	$3,625	$3,770	$3,921	$4,039
Semi Private	$3,435	$2,111	$2,195	$2,283	$2,351
Suite		$5,305	$5,517	$5,738	$5,910
Pers Care Level I / Mo	$599	$623	$648	$674	$694
Pers Care Level II / Mo	$792	$824	$857	$891	$918
Pers Care Level III /Mo	$1,198	$1,227	$1,327	$1,327	$1,367
Independent Living					
Entrance Fee	$15,000	$15,000	$15,000	$15,000	$15,000
Monthly Fee	$1,341	$1,368	$1,368	$1,368	$1,368

Reformed Presbyterian Woman's Association
EXHIBIT "G"

Average Cost of Providing Care & Services From the Previous Operating Fiscal Year
(Independent Living Only)

EXPENSES INCLUDING THE FOLLOWING:	
Salaries and wages	$ 4,970
Employee benefits	$337
Other expenses	$19,301
Depreciation	$33,154
Interest	$555
Total Expenses	$58,317
Divide by: resident days	1,184
Average annual cost per resident per day	$49
Average annual cost per resident X 365	$18,008

Reformed Presbyterian Woman's Association

EXHIBIT "H"

Financial Statements

TO BE PROVIDED ONCE FINALIZED

REFORMED PRESBYTERIAN HOME | FAITH. HOPE. LOVE.

April 26, 2026

The following documents will be forth coming as soon as they are available . Please be advised Reformed Presbyterian Woman's Association does have a contract in place and the audit is ongoing with Baker Tilly to perform/prepare the related audit and necessary documents as required. However, due to continued and growing staffing shortages across the accounting and finance industry, among other unforeseeable challenges the audit was not able to be completed by April 30th 2026.

The following documents will be forwarded upon completion of the December 31,2025 audit, which is expected no later than May 31, 2026.

1. CPA Report
2. Consolidated Audited Financial Statements which includes, but not limited too, the following required items
    a. Statutory Liquid Reserve
    b. Deferred Revenues
    c. Entrance Fees/Escrow Account as applicable
3. CPA Qualification Letter
4. CPA Awareness Letter
5. Communication of Internal Control Related Matters
6. Notification of Adverse Financial Conditions
7. Budget to Actual Variances and related explanations

Should anyone have any questions or concerns please direct such concerns to Jessica Kline, Director of Finance, jkline@rphome.org, or by calling (412)-321-4139 xt 2106

11/10/2025

Hem Mahat,
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

Re: Reformed Presbyterian Woman's Association CCRC Re-Certification
CPA Consolidated Audited Financial Reports for 2025 Filing

Dear Mr. Mahat,

Pursuant to 31 PA Code 147.7(c), in connection with our CCRC re-certification for 12/31/2025, the Reformed Presbyterian Woman's Association requests approval to submit a consolidated financial statement for the year ending 12/31/2025 as The Upper Rooms, Inc. is an affiliate of the Reformed Presbyterian Woman's Association. We will meet all requirements for consolidated financial statements. Our report will be submitted no later than April 30, 2026, pending no delays due to auditor availability.

Please contact me if you have any questions.

Sincerely,

Jessica Kline

Jessica Kline
Finance Director
jkline@rphome.org

pennsylvania
INSURANCE DEPARTMENT

November 12, 2025

Jessica Kline
Finance Director
The Reformed Presbyterian Home
2344 Perrysville Avenue
Pittsburgh, PA 15214

Via Email: JKline@rphome.org

RE: 2025 - Request to File Consolidated Audited Financial Reports

Dear Ms. Kline:

The Pennsylvania Insurance Department ("the Department") is in receipt of The Reformed Presbyterian Home request dated November 10, 2025, seeking approval to file consolidated audited financial statements in lieu of an individual audited statements for the Fiscal Year Ended ("FYE") December 31, 2025, pursuant to 31 Pa Code §147.7(a). This request is for The Upper Rooms, Inc as affiliate of The Reformed Presbyterian Woman's Association, are regulated entities.

Pursuant to 40 P.S. §3225, the Department hereby approves the request to file consolidated audited financial statements in accordance with 31 PA Code §147.7(c) for the FYE December 31, 2025, conditioned as follows:

1. The consolidated audited financial statements shall contain all of the information of the Company as required pursuant to 40 P.S. §3207(a)(9) and 31 PA Code §§147.7(c) and 151.11, which provides for an audited columnar or consolidating worksheet setting forth each entity's financial statement as well as eliminating entries.
2. The consolidated audited financial statements shall be prepared as set forth in 31 PA Code §147.4(e); and
3. Under 40 P.S. §3209, statutory liquid reserve calculation must be subjected to auditing procedures, included as part of the audited financial statement either in the notes or a supplemental schedule, and the amount is to be reported on the balance sheet (both main and consolidating) as a separate line item.

This approval is limited to the FYE December 31, 2025, annual audited financial statement. If consolidation is sought for subsequent reporting periods, a timely request must be submitted, and approval received pursuant to Pa Code §147.7(c).

Should you have any questions, please contact us at RA-IN-CCRC@pa.gov

Sincerely,

Karen Veronikis

Karen Veronikis
CCRC Exam Manager

7c place holder CPA letter
Will forward once completed w/audit

2025 Budget vs. Actual

	20254 Annual Actual	2025 Annual Budget	Variance	Variance Explanation
OPERATING REVENUES				
Nursing Revenue	8,067,899	8,786,996	(719,097)	Lower MA Rates 7/1 and 10/1 - lower census - Case Mix not as strong as budget
Contractual Allowances	(1,579,293)	(2,353,190)	773,897	Less short stay
Nursing Home Assessment	268,536	372,561	(104,025)	Lower census
Ancillary Revenue	63,341	75,257	(11,916)	Lower census
Vista Revenue	57,460	103,426	(45,966)	Lower census and more on benevolent
McKee Place Revenue	736,125	1,191,767	(455,642)	Lower census and more on benevolent
TOTAL REVENUE	**7,614,068**	**8,176,817**	**(562,749)**	
OPERATING EXPENSES				
Salaries and Benefits	4,693,830	5,103,579	409,749	Note increased agency cost, also reduced due to lower than budget ratio
Agency Staffing	448,178	223,717	(224,461)	Staffing shortages specifically in PC
Professional Fees	577,370	613,309	35,939	Cancelled Management Fee, hired on NHA/ED I, lowered professional review fees as well
Supplies	783,742	930,390	146,648	Reduced shredding, supply, and other costs
General and Administrative	1,642,375	1,016,434	(625,941)	More bad debt write offs due to slow MA approval process and family of funds during MAPending process also hired NHA/ED from management agreement
Depreciation	259,541	247,572	(11,969)	
Interest Expense	114,010	118,020	4,010	
TOTAL EXPENSE	**8,519,046**	**8,253,021**	**(266,025)**	
NET OPERATING INCOME (LOSS)	**(904,978)**	**(76,204)**	**(828,774)**	
Non Operating Revenue				
Donations	420,152	30,000	390,152	Large bequests/ One time donations
Investment Income	58,892	38,000	20,892	Market
Investment Property	250	-	250	
Miscellaneous Income	7,422	-	7,422	
Investment Expenses	(19,179)	(17,508)	(1,671)	Market
Net Assets Released from Restriction	322,417	-	322,417	Capital Campaign/ URA Release
TOTAL Non Operating Revenue	**789,954**	**50,492**	**739,462**	
NET INCOME	**(115,024)**	**(25,712)**	**(89,312)**	

Reformed Presbyterian Home
Budget Report
Fiscal Year 2026

	2026 Budget
OPERATING REVENUES:	
Nursing Revenue	8,786,990
Contractual Allowances	(2,353,186)
Nursing Home Assessment	372,561
Ancillary Revenue	75,258
Vista Revenue	103,426
McKee Place Revenue	1,191,767
TOTAL REVENUE	**8,176,816**
OPERATING EXPENSES:	
Salaries and Benefits	5,103,563
Agency Staffing	223,719
Professional Fees	613,307
Supplies	930,387
General and Administrative	1,016,431
Depreciation	247,572
Interest Expense	118,020
TOTAL EXPENSE	**8,252,998**
NET OPERATING INCOME (LOSS)	**(76,182)**
NON OPERATING REVENUES:	
Donations	30,000
Investment Income (Loss)	38,000
Investment Property	-
Miscellaneous Income	-
Investment Expenses	(17,508)
Net Assets Released from Restriction	-
TOTAL NON OPERATING REVENUE	**50,492**
TOTAL NET INCOME (LOSS)	**(25,690)**