

DIRECTORY

Disclosure Statement	Tan
Residency Agreement -Services & Benefits Addendum -Health Care Benefits Addendum -Entrance Fee Addendum	Yellow
Financial and Actuarial Statements	White
Entrance Fee Escrow Agreement	Blue
Operating Reserve Escrow Agreement	Green

MISSION STATEMENT

Arbors of Hop Brook provides an environment that maximizes resident independence along the continuum of care.

INTRODUCTION

The concept of a Continuing Care Retirement Community (CCRC) provides active adults (62+) an independent lifestyle with necessary support services, including significant health-related benefits.

Our program elements consist of a well-constructed living unit, basic supportive services, and personal care benefits, including assisted living services and care in our skilled nursing facility. The plan responds to the need for necessary services within the context of a stable and sound financial plan.

This Disclosure Statement provides You the necessary information regarding the nature of the program, financial considerations, rights and privileges under the Residency Agreement and background of the sponsor, Arbors of Hop Brook Limited Partnership. We encourage You to read it thoroughly, share it with Your personal advisor, and ask us any questions You may have. The Residency Agreement, in all cases, will be the governing document.

We look forward to serving You.

PAUL T. LIISTRO
Managing Partner

March 1, 2016

DISCLOSURE STATEMENT

This Facility, like all other Continuing Care facilities in the State of Connecticut, is subject to Chapter 319hh, Connecticut General Statutes, concerning management of Continuing Care facilities. Registration under the law does not constitute approval, recommendation, or endorsement of the Facility by the Department of Social Services or the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information in this Disclosure Statement.

March 1, 2016



Indicates it is illegal to discriminate against any person because of race, color, religion, sex, handicap, familiar status, or national origin.

Arbors is a non-smoking environment.

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NAME AND ADDRESS OF PROVIDER

Arbors of Hop Brook Limited Partnership was organized for the purpose of operating Arbors of Hop Brook, a Continuing Care Retirement Community. Its principal place of business is located at 403 West Center Street, Manchester, Connecticut 06040. The primary interest in the sponsorship of the community is to provide the highest quality retirement living option with access to certain health-related benefits, including long-term healthcare, within a sound financial plan.

OFFICERS, DIRECTORS, TRUSTEES AND PARTNERS

The partners of Arbors of Hop Brook Limited Partnership are:

Paul T. Liistro holds a fifty-nine and one half (59.5%) percent interest in the Partnership. He serves as the Managing Partner of the Partnership. He holds an MBA from the Wharton School of the University of Pennsylvania (1980) and an AB from Bowdoin College (1975). He is a member of the Board of Directors of CT Association of Health Care Facilities (since 2008), serving as Treasurer (2009-10), and Chair of the Board (2011-14); an at large member of the American Health Care Association (2012-16); a member of the Board of Directors of Qualidigm, serving as its Chair of the Board (2014-15); a member of the Board of HealthCap Liability Insurance Company (2014-16) a member of the University of Connecticut School of Business Advisory Board for healthcare and insurance studies. He is a member of Vernon Manor Healthcare Center, LLC.

Brian Liistro holds thirty-nine and one half (39.5%) percent interest in the Partnership. He is President and CEO of LICO Group Corporation. Under his vision and leadership, LICO has been recognized as one of the leading building contractors in the region. In 2011, LICO was the recipient of the prestigious “Builder of The Year” award by the local chapter of the National Association of Home Builders (NAHB). Brian is a fixture on many boards and committees such as: Connecticut Home Builders Government Affairs Committee, Connecticut Home Builders Association Safety & OSHA Partnership Alliance, the Connecticut Builders & Remodelers Association of Central Connecticut, University of Hartford Construction Institute Facilities & Civil Infrastructure

Management Committee. Brian is also a member of the United States Green Building Council (USGBC), National Multifamily Housing Council (NMHC), National Apartment Association (NAA), Connecticut Developers Council (CDC), and the University of Hartford's Construction Institute. He is also Managing Member of Fenn-Woode Development Company LLC, a market rate multi-family management company which under his direction has received numerous quality housing awards reflecting his passion for high quality service to the residents of the community. In addition, he is a member of Vernon Manor Healthcare Center.

Brian graduated from Springfield College in Springfield, Massachusetts with a Bachelor's degree in Health Science (1981).

Manchester Manor 3, LLC is a State of Connecticut registered limited liability company. The Company serves as the General Partner for the Limited Partnership. The Company holds a one percent (1%) interest in the Limited Partnership. The sole members of the LLC are Brian and Paul Liistro. Paul Liistro serves as the managing member.

BUSINESS EXPERIENCE

The individual Partners of the Partnership have had significant experience operating long-term care facilities, and other rental residential communities for over twenty (20) years. Their business entities enjoy very favorable reputations for high quality and excellence in service. The Partnership was organized for the purpose of combining independent living with the security of long-term health benefits. Manchester Manor 3, LLC serves as the General Partner for the Partnership. The Company holds a one percent (1%) interest in the Partnership. The Partnership holds a license to operate a chronic and convalescent nursing home within the State of Connecticut, d.b.a. Manchester Manor Health Care Center.

In 1988, Arbors commenced operations as a rental retirement community. In 1989, with the emergence of Continuing Care Retirement Communities (CCRC) as a popular form of retirement living option, and after continued research within the local community, the decision was made to combine significant long-term health-related benefits available at Manchester Manor Health Care Center with the independent living option available at Arbors in a Continuing Care Retirement Community.

JUDICIAL PROCEEDINGS

None of the Partners of the Partnership have been convicted of a felony or pleaded nolo contendere to a felony charge, or held liable or enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion or misappropriation of property; nor is subject to a restrictive or remedial order of a court of record, nor has had any State or Federal license or permit suspended or revoked.

AFFILIATION

Arbors of Hop Brook Limited Partnership is not affiliated with any religious, charitable or other non-profit organization.

Arbors of Hop Brook Limited Partnership is affiliated with the following entities through common ownership:

Manchester Manor Realty Partnership, LLP owns the real property known as Manchester Manor Health Care Center located at 385 West Center Street, Manchester, CT.

Vernon Manor Health Care Center, LLC operates a 120 bed skilled nursing home in Vernon, CT known as Vernon Manor Health Care Center.

Fenn-Woode Development, LLC operates a 133-unit residential apartment complex in Newington, CT.

Prospect Holdings, LLC building 3 condominiums in West Hartford, CT.

DESCRIPTION OF THE PROPERTY

Location

The Community is located at 403 West Center Street, Manchester, Connecticut. The site meets the requirements of the Town of Manchester for use as a Continuing Care Retirement Community.

Arbors of Hop Brook

Arbors of Hop Brook is a 114-unit retirement community. The Community consists of a mix of studio, one-bedroom and two-bedroom units, all of which are equipped with full kitchen facilities including electric stove and oven, frost-free refrigerator, ducted exhaust hood, garbage disposals (and dishwashers in the two-bedroom units).

The residential living units are provided unfurnished and are equipped with emergency call systems, smoke detectors, sprinklers, individual thermostats, fresh-air system, exhaust-air system, and individual hot water heaters. Each unit is pre-wired for telephone service, is fully carpeted and floor covered, and equipped with window sheers. In addition, the units are handicap accessible due to such appointments as 3-foot wide doors, very large kitchens and bathrooms, lever door handles and low clearance thresholds.

The Community has extensive common areas for the benefit of the residents. These common areas include a lobby, lounge with fireplace, club room, library with fireplace, primary dining room, a private dining room with a fireplace, all-purpose room with a fireplace, game and card room, general store, exercise room, activities center, beauty salon, medical suite, transportation center and auditorium. All common areas are equipped with emergency response systems, intra-facility communications capability and other specialized equipment. The exterior common areas include courtyards, a dining terrace, walking paths, and garden areas featuring raised beds.

Arbors Staff

Arbors staff includes a Director, Director of Resident Services, Activities Coordinator, Nursing Services Coordinator, Building Services Director, Maintenance and Housekeeping staff members, Retirement Counselor, Sales Support and Administrative staff, Security Department, Director of Dining, Executive Chef, Kitchen staff, Dining Room Supervisor, and Dining Room staff. In addition, Arbors contracts with various consultant and provider groups who offer specialized services. These include medical home health services, food services and general maintenance of equipment.

Nursing Services Provided by Manchester Manor Health Care Center

Manchester Manor Health Care Center is a fully licensed skilled nursing facility offering a full range of nursing and rehabilitative care. Short-term care is utilized to help individuals recover quickly from a wide variety of medical issues with the goal of restoring functionality and resuming an active lifestyle at Arbors.

The facility is designed to accommodate 126 patients in semi-private and private accommodations. The West Wing dedicates rooms for forty-four (44) short-term rehab patients. Arbors residents are given preferential standing based on need and availability. Additional facilities and services include a rehabilitation center, arts and crafts, dining rooms, lounges, beauty/barber shop, and facility support areas.

The objective of Manchester Manor Health Care Center is to have patients return to their normal environment in the community or at Arbors. In some circumstances, long-term care may be indicated but rest assured because Manchester Manor Health Care Center is a fully staffed with competent and compassionate health care professionals. The team consists of an Administrator, Director of Nursing Services, Medical Director and Assistant Medical Director who are both licensed to practice medicine in the State of Connecticut. Additional care is provided by Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Physical Therapists, Occupational Therapists and Speech Therapists as well as Respiratory Therapy. Support staff are responsible for building maintenance, housekeeping, laundry, therapeutic recreation, and social services.

Manchester Manor was the only facility in the country to be awarded the American Health Care Association/National Center for Assisted Living (AHCA/NCAL) Gold Excellence in Quality Award in 2010. Fewer than forty (40) skilled nursing facilities have received this award since the inception of the Quality Award Program in 1996. There are over 15,000 skilled nursing facilities in the United.

BENEFITS INCLUDED

The services to be provided at Arbors or by Arbors can be categorized in the “Services and Benefits” and “Health Related Services” addendum included in this Agreement.

INTEREST ON DEPOSITS

Deposits will earn interest at prevailing money market rates of interest. Residents may earn interest and be credited with such interest earned to the extent allowed by the Residency Agreement. It is possible to forfeit all interest in certain termination situations. Refer to Paragraph 6, Termination of Agreement, Sections 6.1.1, 6.1.2, and 6.1.3 of the Residency Agreement.

TERMINATION OF AGREEMENT

It is the philosophy and intent of Arbors of Hop Brook to have residents live in the area of maximum independence. All residents are entitled to live in their own apartment as long as they can obtain all medically required services in that setting and meet the requirements of the Residency Agreement. Please refer to “Section 6- Termination of Agreement” of the Residency Agreement. Provisions are made in the Residency Agreement that specify how we contract would be terminated.

RIGHTS OF A SURVIVING SPOUSE

In the case of a death or permanent transfer of one of a participating Resident couple, the surviving participating party retains all rights under this Agreement including the right to reside in the same Living Unit. The first person single occupancy Monthly Service Fee will be charged for the unit.

If the surviving Resident desires to move out of Arbors, the Resident is responsible for paying the Monthly Service Fee until the Unit is vacated. The refund provisions of the Residency Agreement will be followed.

All rights and benefits specified in this contract including, but not limited to, dinner services, housekeeping and emergency monitoring will be rescinded upon death of all residents named in this agreement, as well as the use of common areas and transportation.

MARRIAGE OF RESIDENTS

If You and non-resident marry and desire to reside in the Resident's Living Unit, the non-resident party must submit a Residency Application. If accepted by Arbors, a new Residency Agreement must be signed by the couple and the difference between the double occupancy second person entrance fee and applicable double occupancy monthly service fee must be paid. The Residents and non-participating occupant will be charged the applicable first and second person Monthly Service Fees.

If two Residents with separate Living Units marry, they may either release one Living Unit and reside together in the other, or release both Living Units and move into another Living Unit.

If the Residents release one Living Unit and reside together in the other Unit, a new Residency Agreement must be executed by the couple. A double occupancy second person entrance fee and the applicable double occupancy monthly service fee must be paid. A refund in accordance with the Entrance Fee Addendum of this agreement will be paid.

If the Residents elect to release both Living Units and move into another Living Unit, a new Residency Agreement for the new Living Unit must be executed by the couple. The current Entrance Fee for the new Living Unit will be charged. A refund in accordance with the Entrance Fee Addendum of this agreement will be paid.

In either case, You will be charged the applicable first and second person Monthly Service Fees upon joint residency in the single Unit.

DISPOSITION OF PERSONAL PROPERTY

In the event of a Resident's death, permanent transfer to the Health Center or the termination of this Residency Agreement, the personal property of the Resident must be removed from his or her Living Unit within thirty (30) days of vacating the unit at the expense of the Resident or the Resident's estate. The Resident or the Resident's estate will be responsible for the Monthly Service Fee until the personal property is removed. If not removed by thirty (30) days, Arbors will make arrangements for the Resident's personal property to be stored. All expenses relating to the moving and storage of the Resident's personal property will be the responsibility of the Resident's estate. Property left in storage for ninety (90) days or more may be disposed of by us at Your expense.

TAX CONSEQUENCES

Since execution of this Agreement may result in significant tax consequences, Arbors advises that each person consult with his/her tax advisor prior to entering into this Agreement.

RESERVE FUNDING – ESCROWS

Under Connecticut Law, (Connecticut General Statutes Chapter 319hh Section 17b-524) Arbors of Hop Brook is required to establish an Escrow Account for Entrance Fees with a bank or trust company. Arbors has established the required Escrow Accounts with U.S. Bank National Association of Connecticut.

Prior to occupancy, a Resident's Entrance Fee deposit and the subsequent balance of the Entrance Fee will be deposited on the Resident's behalf in the Entrance Fee Escrow Account. These funds and interest earned on these funds will be held in this Account until all statutory requirements have been met.

Following compliance with statutory requirements, the Entrance Fees held in the Escrow Account will be released first to fund the Operating Reserve Fund Escrow required by Connecticut law (Connecticut General Statutes, Chapter 319hh Section 17b-525). The Operating Reserve Escrow Fund will consist of:

- (A) Twelve (12) months of debt service and/or lease payment obligations, and,
- (B) One month's (1) estimated cost of operations excluding debt service and/or lease payments.

In addition, Arbors will be increasing this Reserve by an estimated and prudent amount order to reserve for future healthcare costs and for future replacement of capital equipment. The objective of this financial plan is to provide the highest quality basic and health-related services to the Residents of Arbors within the constraints of sound financial management.

FEES

Application Fee

An Application is required to be submitted by each applicant in order to enable us to evaluate an applicant's medical and financial qualifications and appropriateness for residency at Arbors. An Application Fee of \$500 is required when the Application is submitted. The Application Fee is refundable less \$100 if the application is not accepted.

Entrance Fees

Entrance Fees are based upon the type and size of the Living Unit selected and the number of persons to occupy the unit except combination units. The balance of the Entrance Fee is payable within thirty (30) days after a resident's acceptance of this Agreement, or Your occupancy (whichever comes first), unless otherwise stipulated in writing by Arbors. Benefits of this contract will not commence until the balance of the entrance fee is paid.

Entrance Fees are refundable subsequent to occupancy upon termination of the Residency Agreement by the Resident or by Arbors. Paragraph 6, Termination of Agreement, and the Entrance Fee Addendum, of the Residency Agreement describe the procedures for termination of the Agreement and the refunds of the Entrance Fee.

Arbors has the right to change the amount of the Entrance Fees and the degree of refund for all future Residents of Arbors.

The current Entrance Fees for 2016 are as follows:

APARTMENT FEES



Choices to Fit Your

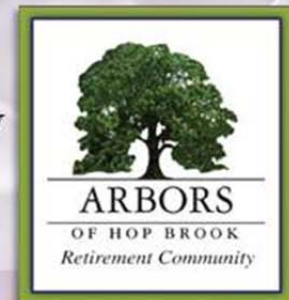
Lifestyle

At Arbors of Hop Brook, we understand that our residents are unique and have their own ideas of what "home" should be. To meet diverse tastes and opinions, we offer a variety of apartment sizes, floor plan options and entrance fee choices to meet individual needs, preferences and budgets.

Apartment	Declining Balance Fee (2% per month)	50% Refundable Entrance Fee	90% Refundable Entrance Fee	Monthly Fee
Studio	\$54,500	\$84,475	\$164,726	\$1,960
1 Bedroom "A"	\$70,500	\$109,275	\$213,086	\$2,280
1 Bedroom "B"	\$73,500	\$113,925	\$222,154	\$2,380
1 Bedroom/1.5 Bath "C"	\$79,500	\$123,225	\$240,289	\$2,590
2 Bedroom/2 Bath	\$105,500	\$163,525	\$318,874	\$3,130
Second Person	\$12,000	\$12,000	\$12,000	\$875

Monthly Fees

The monthly fee includes heat, air conditioning, water/water disposal, one meal daily in fine dining room, biweekly housekeeping services, weekly bed linen service, home maintenance, appliance repair and replacement, cable TV with premium channels, trash removal, 24-hour security, lawn care/landscaping, scheduled transportation, 24-hour emergency response, health and wellness program, social and cultural events, entertainment, craft classes and more.



860-533-2524 | www.ArborsCT.com
403 West Center Street | Manchester, CT 06040

Monthly Service Fee

The Monthly Service Fee is determined by us based upon our estimate of the cost of providing the services and maintaining the facilities as promised in this agreement.

Changes in Monthly Service Fees

The Monthly Fees are intended to be used by us to fund all on-going costs of operating the Community, including capital replacement costs. The Monthly Fee will be adjusted annually to reflect changes in operating costs, inflation during the coming year and the need to maintain working capital, among other items. Changes will be announced in writing to all residents pursuant to this Agreement by February 1. The new Monthly Service Fee will be in effect for the twelve-month (12) period March 1 - February 28 (29). Historical pricing is listed in the Financial and Actuarial Statements section of this Agreement.

Payment of Monthly Service Fees

The Monthly Service Fees will be billed in advance on the first of the month. All payments received after the 10th of the month will be assessed a late fee on the eleventh (11th) day of the month and will accrue interest at a rate set on February 1 each year and which will not exceed the State of Connecticut's laws on usury.

DEPARTMENT OF SOCIAL SERVICES - FILINGS

- (A) All materials required to be filed with the Department of Social Services of the State of Connecticut are on file with the Department of Social Services.
- (B) The materials on file include all the information required by Connecticut General Statutes Chapter 319hh Section 17b-522. The Residency Agreement is an exhibit to this disclosure statement.
- (C) All material may be reviewed at:

Connecticut Department of Social Services
Elderly Services Division
55 Farmington Avenue
Hartford, CT 06106

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Resident Name(s):

Refund Type
Unit Number:

Type:

Date Executed:

1. BASIC AGREEMENT - 2016

1.1 Application Resident has made application to Arbors of Hop Brook, a Continuing Care Retirement Community under the provisions of Connecticut General Statutes Section 17b-520 through 17b-535. Upon the granting of this application, the Resident will enjoy a contractual right to reside in a Living Unit at Arbors together with certain health-related benefits and other services as set forth in this Agreement. The Resident also has the obligation to pay an Entrance Fee in accordance with the Entrance Fee Addendum in this Agreement, in addition to a Monthly Service Fee. These rights and obligations for Arbors of Hop Brook are set forth in this Agreement.

1.2 Parties This Agreement is made and entered into by and between **NAME OF RESIDENT** (collectively, the "Resident" "You" or "Your"), and Arbors of Hop Brook Limited Partnership (Arbors).

You, having made application to establish residency and upon acceptance of the application by Arbors of Hop Brook, agree to comply with the policies and

program, and must possess the means to pay the required Entrance Fee as well as the Monthly Service Fee. Specifically, You must satisfy the following criteria:

2.1.1 Age You must be at least 62 years of age. In case of a couple, the second person must be at least 50 years of age.

2.1.2 Health You must be in reasonably good health and able to live independently without the need of personal assistance in the Living Unit.

2.1.3 Medical Evaluation You agree to complete the Request for Medical Records form no later than thirty (30) days prior to occupancy and provide Your permission to us, for obtaining medical records from Your doctors.

2.1.4 Personal Interview You agree to have a standardized assessment at Arbors conducted by Arbors' professional staff. The information obtained in this assessment, along with Your physician's report, will assist in determining Your eligibility for residency at Arbors. The assessment must be performed within 60 days prior to Your move-in date. In the event that the assessment is performed more than 60 days prior to Your move-in, a reassessment will be necessary.

2.2 Financial Criteria for Residency

2.2.1 Entrance Fee You must have financial assets adequate to pay the contracted Entrance fee, plus an amount sufficient to provide for Your personal financial requirements after residency.

2.2.2 Monthly Fee You must have sufficient income to meet the anticipated Monthly Service Fee and other personal expenses not provided under the Residency Agreement.

2.2.3 Confidential Application A Confidential Application must be completed, including a financial statement.

2.2.4 Health Insurance You must have and maintain coverage (if age eligible) pursuant to:

- Medicare Part A (hospital coverage),
- Medicare Part B (physician coverage),
- Medicare Part D or other prescription benefit plan,
- Supplemental "Medigap" Insurance with Nursing

Home Benefit; or,
Medicare HMO Insurance with Nursing Home Benefit;

If You are not Medicare eligible, or if insurance is with a Medicare alternative, e.g., an HMO or other managed care organization, then the alternative insurance must be approved by Arbors. Arbors may request verification of the above insurance coverage at any time.

2.2.5 Other Insurance You will be required to purchase liability insurance for Your Unit with a minimum of \$300,000 of liability coverage to cover any damage to Your Unit or the Building that is caused by You. You may also purchase at Your discretion additional amounts of coverage to cover damage to Your own personal property located within the Unit. A certificate of insurance must be provided to Arbors prior to occupancy and upon request.

3. LIVING UNIT

3.1 Unit

3.1.1 Unit Selection You will select an unfurnished Living Unit as indicated in Paragraph 1., Basic Agreement, of this Agreement.

3.1.2 Use of Living Unit The Living Unit is for living only and shall not be used for carrying on any business or profession, nor in any manner shall Resident's use violate zoning restrictions.

3.1.3 Unit Alterations You may request physical alterations to the Living Unit prior to or subsequent to occupancy. Arbors will review the request and approve or deny such request in writing. If approved, Arbors has the responsibility of supervising and contracting all the work to be performed. The cost of such alterations will be Your responsibility and are not refundable by Arbors. You will be responsible for restoring the unit, or paying an allowance for future restoration of the unit to Arbors' unit

specifications. Restorations and/or allowances will be managed and determined by Arbors at the time of the proposed unit alterations, agreed to in writing by You and withheld from the entrance fee refund.

3.1.4 Compliance Changes Arbors may make changes or modifications to Your Unit or the common areas to satisfy the requirements of the Law. If necessary, You will agree to temporarily relocate to other facilities provided by us, without additional cost to You, if it becomes necessary to vacate Your Unit.

3.2 Occupancy Date

3.2.1 Not Used

3.2.2 Occupancy Date The "Occupancy Date" will be the date You take occupancy, unless otherwise extended by Arbors.

3.3 Resident's Right to Stay in the Living Unit

You acknowledge and agree that Your Apartment is appropriate for occupancy by persons who can live independently with or without assistance from an assisted living service agency, home health agency or other qualified provider, if necessary, but that Your Apartment is not appropriate for occupancy by persons who need 24-hour skilled nursing care or whose physical, mental or psychological condition otherwise results in their inability to live appropriately in a residential setting.

Examples of inappropriateness include, but are not limited to situations where:

- You do not meet the requirement for residency established by state law and/or the Assisted Living Regulations
- You present an immediate physical threat or danger to yourself or others
- You have active communicable tuberculosis or another similar communicable disease
- You require 24-hour skilled nursing care
- You have a primary need for care and supervision that results from dementia or mental disorder resulting in ongoing behavior which would distress the general Resident group, would require a greater amount of care and supervision than other residents at the Community

- You are bedridden
- You refuse to accept services required in order for Arbors to meet Your needs
- You have health care needs that cannot be met at the Community for reasons such as licensure, design or staffing
- Your personal physician has determined that You require services not available at the Community
- If Your condition changes so that You are considered a wandering risk or if You are unable to respond to verbal instructions in an emergency

You agree that You will vacate Your apartment upon thirty (30) days' notice, or lesser notice if an emergency exists, if it is determined by Arbors at Our sole discretion that Your physical, mental or psychological condition is no longer appropriate for continued residence.

If at any time Arbors determines at Our sole discretion that a change in Your physical, mental, or psychological condition requires You to have nursing, personal care, or companion assistance beyond that which Arbors provides, You agree that Arbors may obtain such care or assistance at Your expense until other appropriate ongoing arrangements can be made.

If You are considered a wandering risk, Arbors may move You immediately to another Unit or location for Your safety until ongoing arrangements for Your care in an appropriate environment can be made.

3.4 Vacating the Unit In the event of a Your death, permanent transfer to the health center or another location, or the termination of this Residency Agreement, Your personal property must be removed from the Living Unit within thirty (30) days of vacating the unit at the expense of You or Your estate. You or Your estate will be responsible for the Monthly Service Fee until the personal property is removed and keys are returned. If not removed by thirty (30) days, Arbors will make arrangements for Your personal property to be stored. All expenses relating to the move and storage of Your personal property will be the responsibility of Your Estate. Property left in storage for ninety (90) days or more may be disposed of by Arbors at Your expense. Any damage not consistent with normal wear and tear including, but not limited to pet and/or water damage will be the responsibility

of the vacating party. Cost(s) incurred will be deducted from the Entrance Fee Refund.

4. SERVICES

4.1 Prior to Occupancy Arbors agrees to assist You in planning for Your move to Arbors.

4.2 After Occupancy Services and facilities are included in the Monthly Service Fee as described in the “Services & Benefits” Addendum.

4.3- 4.8 Not Used

4.9 Health Services Provided by Arbors Refer to the “Health Care Benefits” Addendum in this Agreement.

5. FEES

5.1 Entrance Fees You agree to pay an Entrance Fee as indicated in Paragraph 1, Basic Agreement, of this Agreement. Arbors will refund Your Entrance Fee in accordance with the Entrance Fee Addendum of this Agreement.

5.1.1 Changes in Entrance Fees Arbors has the right to change the amount of Entrance Fees and the degree of refundability for all future residents of Arbors.

5.2 Not Used

5.3 Monthly Service Fee The Service Fee is determined by Arbors based upon our estimate of the cost of providing the services and maintaining the facilities as promised in this Agreement.

5.3.1 Changes in Monthly Service Fees The Monthly Fees are intended to be used by us to fund all on-going costs of operating the Community, including capital replacement costs. The Monthly Fee will be adjusted annually to reflect changes in operating costs, inflation during the coming

year and the need to maintain working capital, among other items. Changes will be announced in writing to all residents pursuant to this Agreement by February 1. The new Monthly Service Fee will be in effect for the twelve-month (12) period March 1 - February 28 (29). Historical pricing is listed in the Financial Disclosure section of this Agreement.

5.3.2 Payment of Monthly Service Fees The Monthly Service Fees will be billed in advance on the first of the month. All payments received after the 10th of the month will be assessed a late fee on the eleventh (11th) day of the month and will accrue interest at a rate set on February 1 each year and which will not exceed the State of Connecticut's laws on usury.

5.4 Not Used

6. TERMINATION OF AGREEMENT

6.1 Termination by You You may terminate this Agreement based upon the following terms:

6.1.1 Prior to Occupancy, Within Thirty (30) Days After executing this Agreement, You may cancel this Agreement for any reason within thirty (30) days. Arbors must receive written notice of cancellation by registered or certified mail within this thirty (30) day period. You will be entitled to a full refund of all deposits paid excluding the Application Fee. Interest on the deposits will be paid at the prevailing money market rate of interest. No Resident shall be required to move into the facility until after the expiration of the thirty (30) day rescission period.

6.1.2 Prior to Occupancy, Beyond Thirty (30) Days, Due to Death, Injury, Illness or Incapacity You may cancel this Agreement due to death, or on account of illness, injury, or incapacity preventing You from occupying Your Living Unit under the terms of this Agreement. Cancellation under this provision is effective upon our receipt of written notice of cancellation by registered or certified mail. You or Your legal representative shall receive a refund of all deposits less (a) costs specifically incurred by Arbors at Your request, or for Your benefit, as described in the

contract, including but not limited to medical evaluations, insurance, administrative costs, unit modifications, etc., and, (b) the Application Fee. Interest on the refunded deposits will be paid at the prevailing money market rates of interest.

In the case of a couple, the Residency Agreement shall be cancelled for the deceased or incapacitated person and the remaining Resident may cancel at his/her option without additional cost.

6.1.3 Prior to Occupancy, Beyond Thirty (30) Days, for Any Other Reason Should You provide written notice of cancellation of this Agreement by registered or certified mail prior to residency for any other reason, Arbors of Hop Brook shall refund to You the deposit less those costs specifically incurred by Arbors at Your request or for Your benefit, (including the Application Fee) as described in the contract, and a service charge of \$3,000. No interest on the deposits will be paid.

6.1.4 Subsequent to Occupancy, Rights of a Couple If the Resident who executes this Agreement, is a couple, should one of You terminate the Agreement for any reason, then the remaining Resident shall have the right to continue to occupy Your Living Unit under the terms of this Agreement.

6.1.5 Subsequent to Occupancy, Due to Death In the event that this Agreement is terminated due to the death of the Resident (both of You if You are a couple), Your designated beneficiary (or estate if no beneficiary assigned) will receive a refund in accordance the Entrance Fee Addendum of this Agreement, less any unpaid expenses incurred by You, pursuant to the “Entrance Fee Addendum”, of this Agreement. In the event of the death of one of You, the other Resident assuming the surviving Occupant can live independently, may continue to reside in the Living Unit by paying the single occupancy Monthly Service Fee. The surviving Occupant may terminate this Agreement within one hundred and twenty (120) days of the death of a spouse, in which event Arbors will refund the Entrance Fee in accordance with the Entrance Fee Addendum of this Agreement. All rights and benefits specified in this contract including but not limited to, dinner

services, housekeeping, the use of the common areas and transportation and emergency monitoring will be rescinded upon Your death.

6.1.6 Subsequent to Occupancy, For Any Other Reason If You (both if You are a couple) terminate this Agreement for any reason other than death, termination shall be evidenced in writing, signed by You (both if You are a couple) and delivered to Arbors by registered or certified mail at least one hundred and twenty (120) days prior to the termination date. You will be required to pay the Monthly Service Fee for Your Unit until the termination date. In the event that a new Resident occupies Your Unit prior to the termination date, You will not be charged the Monthly Service Fee for the days of overlap. Arbors will refund the Entrance Fee in accordance with with the Entrance Fee Addendum of this agreement.

If only one of You is terminating this Agreement, then the remaining Resident will be allowed to reside in the Living Unit. The single occupancy Monthly Service Fee will be charged to the remaining Resident. There will be no refund of any of the Entrance Fee at this time.

6.2 Termination by Arbors Arbors may terminate this Agreement for any cause which, in its judgment, is in the best interest of the Residents or Arbors, including, but not limited to:

6.2.1 Inability, in our sole judgment, of You to live independently in the Living Unit, prior to occupancy;

6.2.2 An adverse change in Your financial condition, prior to or after occupancy, except as provided for in Paragraph 7, Limitation on Termination Rights for Financial Inability;

6.2.3 Material misstatement or omission of fact in the Confidential Application or Medical Evaluation;

6.2.4 Your failure or refusal to fulfill any of Your obligations and promises as set forth in this Agreement, including but not limited to Your failure to

comply with Our rules, or if continued occupancy by You becomes inappropriate under Section 3.3 "Resident's Right to Stay in the Apartment" of this Agreement, or if Your continued residence poses a threat to the health, safety, or welfare of other residents.

6.2.5 Gifts or other transfers of assets which jeopardize Your financial obligations under this Agreement;

6.2.6 Except as set forth below, the failure to pay the Monthly Service Fee or other charges as required by this Agreement. If the Residency Agreement is canceled due to the failure to pay the Monthly Service Fee or other charges associated with living at Arbors, then the refundable portion of the Entrance Fee will be reduced by any of Your outstanding obligations;

6.2.7 If You should become infected with a dangerous and/or contagious disease or become mentally or emotionally disturbed, and Arbors determines that Your condition is detrimental to the health, safety, or welfare of others and Your condition cannot be cared for at Manchester Manor Health Care Center.

6.2.8 If You refuse medical treatment, which in the opinion of Your physician or Arbors is medically required for Your health or the health or safety of others;

6.2.9 In the event of termination under this section, You will be responsible for the Monthly Service Fee until the Living Unit is vacated;

6.2.10 In the event of termination under this section, the final termination decision will be made by Arbors of Hop Brook Limited Partnership upon the advice of the Management Committee (The Management Committee is composed of the Managing Partner, one other Partner, and the CCRC's

Director). The criteria used to make such a decision are stated in paragraphs 6.2 through 6.29 of this agreement. This notice of termination will be served to You in writing by certified mail.

In the event of termination by Arbors, You may file a formal appeal aggrieving such action. Such an appeal must be filed in writing, with the Director of Arbors, within five (5) days of receipt of the notice of termination. Upon receipt of an appeal, the Director will convene a committee including two (2) members of the Arbors' senior management staff to consider the grievance. The Director will report the committee's findings to the Managing Partner. The Managing Partner's decision on the appeal will be final.

7. LIMITATION ON TERMINATION RIGHTS FOR FINANCIAL INABILITY

7.1 Prepayment of Refundable Entrance Fee If You experience financial difficulties which are beyond Your control, and not due to gifts or other transfers of assets, Arbors will allow You to maintain residence within the Community and enjoy all the rights pursuant to this Agreement. To the extent You are unable to pay, Your Monthly Service Fee or per diem rate in the Health Center, if applicable, will be deducted from Your Refundable Entrance Fee by Us, for as long as You establish the facts to justify prepayment, and Arbors believes deferral will not adversely affect our ability to meet the obligations to operate on a sound financial basis.

7.2 Cost Above Prepayment of Refundable Entrance Fee In the event the prepayment exceeds the refundable portion of the Refundable Entrance Fee, You (or Your estate) will remain liable for the excess amount. If termination is due to death, this paragraph will apply whether or not You are in residence at Arbors at the time of death.

8. REFUNDS OF ENTRANCE FEE

8.1 Termination of Residency Any refund due to the resident will be delivered to the resident or the resident's estate not later than three years from the date the contract is terminated or when conditions for releasing the refund have been met, whichever occurs first.

9. HEALTH CENTER TRANSFER

9.1 Transfer to the Health Center You will continue to pay Your Monthly Service Fee and any other charges incurred at Arbors until You release the Unit. You may release the Unit by providing written notice to Us indicating your decision to permanently release the Unit. You must vacate the Unit per “Section 3.4 Vacating the Unit” in this Agreement upon vacating the unit, the Monthly Service Fee will be suspended and the resident will be responsible for the Daily Health Center Fee.

9.1.1. Not Used

9.1.2. Not Used

9.1.3. Not Used

9.1.4. Releasing Your Unit, in Case of Couples In the case of permanent transfer of one of a participating Resident couple, the surviving participating party retains all rights under this Agreement including the right to reside in the same Living Unit. The first person single occupancy Monthly Service Fee will be charged for the unit upon Our written notice of Your intent of permanent transfer of one of You.

10. SPECIAL OCCUPANCY

10.1 Separation or Divorce of a Resident Couple If, after becoming residents, the joint Residents become separated or divorced:

(a) In the event each party desires a separate living unit and one remains in the Living Unit, no refund is given and a new Residency Application must be submitted for Arbors' approval for the second Living Unit if available. If approved, a Residency Agreement must be signed and an Entrance Fee paid for the second Living Unit. The first person Monthly Service Fee will be charged for each Living Unit.

(b) In the event one party desires to terminate residency, the remaining party retains full rights as a Resident. The first person Monthly Service Fee will be charged, but there is no refund of the Entrance Fee to either party.

(c) In the event both parties desire to cancel the Residency Agreement, the refund provisions of the Entrance Fee Addendum of this Agreement apply.

10.2 Marriage of Residents and Non-Residents

(a) If You and a non-resident marry and desire to reside in the Resident's Living Unit, the non-resident party must submit a Residency Application. If accepted by Arbors, a new Residency Agreement must be signed by the couple and the difference between the double occupancy second person entrance fee and applicable double occupancy monthly service fee must be paid. The Residents and non-participating occupant will be charged the applicable first and second person Monthly Service Fees.

(b) If two Residents with separate Living Units marry, they may either release one Living Unit and reside together in the other, or release both Living Units and move into another Living Unit.

(c) If the Residents release one Living Unit and reside together in the other Unit, a new Residency Agreement must be executed by the couple. A double occupancy second person entrance fee and the applicable double occupancy monthly service fee must be paid. A refund in accordance with the Entrance Fee Addendum of this agreement will be paid.

(d) If the Residents elect to release both Living Units and move into another Living Unit, a new Residency Agreement for the new Living Unit must be executed by the couple. The current Entrance Fee for the new Living Unit

will be charged. A refund in accordance with the Entrance Fee Addendum of this agreement will be paid.

In either case, You will be charged the applicable first and second person Monthly Service Fees upon joint residency in the single Unit.

10.3 Joint Residency - Unrelated Persons When two unrelated persons intend to live in one Living Unit, the following conditions will apply:

(a) Evidence of prior long-term compatibility of the Residents must be demonstrated to Arbors,

(b) Each person desiring to live in a Unit shall apply for residency and if accepted sign a Residency Agreement,

(c) Cancellation rights and surviving Resident rights are the same as outlined in this Agreement

10.4 Not Used

10.5 Transfer to a Different Living Unit You may relocate to a different unit subject to the following:

(a) **Same Size Unit** If You desire to move to a comparable unit to Your existing unit, an incremental Entrance Fee will be charged equal to the difference between the current Entrance Fee for the new Living Unit and the Entrance Fee You previously paid for Your existing Living Unit. The Monthly Service Fee will be the current fee applicable to the new Unit.

(b) **Larger Unit If You desire** to move to a larger Living Unit, an incremental Entrance Fee will be charged in the amount of the difference between the current Entrance Fee for the new larger Living Unit and the Entrance Fee You previously paid for Your existing Living Unit. The Monthly Service Fee will be the fee applicable to the larger Living Unit.

(c) **Smaller Unit** If You desire to move to a smaller Living Unit, Arbors will either (1) refund to You the difference between the Entrance Fee You previously paid for Your existing larger unit and the current Entrance Fee required for the desired smaller unit, or (2) an incremental Entrance Fee will be charged in the amount of the difference between the current Entrance Fee for the new smaller Living Unit and the Entrance Fee You previously paid for Your existing larger Living Unit. The refund will be paid when Your existing larger unit is reoccupied by a new Resident, in accordance with Paragraph 8, Refunds. Upon moving into the new unit, the Monthly Service Fee will be the fee applicable to the smaller Living Unit that You occupy.

(d) **Transfer Charge** You will be charged a \$3000.00 transfer charge to cover the cost of painting and cleaning the vacated unit. Any moving expenses will be Your responsibility.

11. OTHER PROVISIONS

11.1 Absence from the Community If You is absent from the Community (Arbors and Manchester Manor) for an extended period of time (14 consecutive days or more), You will receive credit for those meals not taken beginning on day 15 (Days 1-14 are excluded from the credit). To qualify for this credit, You must inform the Director of Resident Services, in writing, of such absence at least one (1) week in advance of Your departure.

11.2 Residents' Association A Residents' Association is established for the benefit of all residents of Arbors. The purpose of the Association will be to foster communication between the residents and Arbors, to promote an understanding of the nature of life at Arbors, and to facilitate the participation of the residents in the development of the Community's policies, procedures and activities. The Association will elect its own officers according to an established set of by-laws. The Association will work in cooperation with Arbors to establish rules and regulations for the purpose of maintaining and improving the services and quality of life at Arbors.

11.3 Gratuities No individual gratuities are allowed. Employees who accept them will be subject to discharge. Residents may wish to establish an employee appreciation fund to be paid to employees on a basis determined by the Residents and Arbors.

11.4 Pets Pets will be allowed in designated areas of the Community upon approval by Arbors. Dogs are allowed on first and second floors only. Pets are not permitted to linger in common areas (lobby, hallways). Pets should only be transported via elevator when the elevator is not in use by another resident. Visitors are asked to use the stairwells when transporting their pets. If Arbors determines that the pet is not suitable, for any reason at any time, then permission to keep the pet will be denied or revoked. Pets must be routinely inoculated and registered. You shall be responsible for keeping the pet clean, healthy, obedient and properly restrained at all times, and for cleaning up after the pet. You shall make arrangements for the care of the pet in the event of Your death or disability. You shall notify Arbors of such arrangements. Generally pets should be no larger than 20 pounds. A deposit for pet-related damages may be required upon move in.

11.5 Guests and Visitors Guests and visitors are welcome at Arbors. Overnight guests may stay in Your Living Unit for a period of up to four (4) weeks cumulatively. If the stay of the same guest exceeds four (4) weeks cumulatively, then written approval must be obtained from Arbors and the applicable fees may be billed to the Resident for all days beyond four (4) weeks.

11.6 Reserve Policy It will be the policy of Arbors to maintain reserve funds as required by Connecticut law and any others that Arbors believes are consistent with sound financial management.

11.7 Smoking Policy Smoking is not permitted anywhere on the premises (premises include the Arbors and Manchester Manor building and the exterior grounds determined by the property boundaries). All areas of the building are smoke-free, with the exception of residents occupying their apartments prior to November 19, 2009. Any damage caused by smoking, including but not limited to: discoloration of walls, ceilings, carpets, cabinetry and window dressings or carpet burns or contamination of heating venting and air conditioning systems or the creation of a pervasive malodorous environment will be considered non-ordinary wear and tear.

11.8 Photograph and Video Release From time to time, We may wish to take Community photographs/footage which include You or other residents. Your image may be used, exhibited, or published in general media. You waive any right to royalties or other compensation arising or related to the use of Your image or recording.

12. MISCELLANEOUS LEGAL PROVISIONS

12.1 Tax Consequences Since execution of this Agreement may result in significant tax consequences, Arbors advises that each person consult with his/her tax advisor prior to Entering into this Agreement.

12.2 Governing Law This agreement will be interpreted according to the laws of the State of Connecticut.

12.3 Indemnity Arbors shall not be liable for, and You agree to indemnify, defend and hold Arbors harmless from claims, damages, and expenses, including attorney's fees and court costs resulting from any injury or death to persons and any damages to property caused by, resulting from, attributable to or in any way connected with Our negligent or intentional act or omission.

12.4 Subordination Except to the extent prohibited by law, all rights under this Agreement are subordinate to first mortgage loans or other long-term financing secured by liens. Upon request, You agree to execute and deliver any documents requested by Arbors evidencing such subordination.

12.5 Agreement Not a Lease This Agreement is not a lease and does not transfer or grant to You any interest in real property. The rights and benefits under this Agreement are not assignable and will not inure to the use or benefit of the heirs, legatees, assignees, or representatives of the Resident. This Agreement grants You a revocable license to occupy and use space in Arbors of Hop Brook.

12.6 Appointment of Conservator If You are unable to continue to care for himself or herself or his or her property, and has made no designation of a conservator or trustee, Arbors is authorized to institute proceedings for appointment of a person or entity to serve as conservator for You. You or Your estate will be responsible for any costs associated with the appointment.

12.7 Change in Law If changes are made in any of the laws, statutes or regulations applicable to this Agreement, then Arbors shall have the right to amend this Agreement to conform to such changes or may terminate this Agreement.

12.8 Separability The invalidity of any restriction, condition, or provision of this Agreement, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

12.9 Ownership Transfers Arbors may issue additional interests in the Community, or Arbors may sell the Community, provided that any future buyer accept all the current contracts.

12.10 Residents If this Agreement has been signed by more than one person, it is understood that all responsibilities and obligations under this contract are joint and several, except as the specific context may otherwise require.

12.11 Resident's Representations You have executed this Agreement representing and warranting that You possess the ability to live independently (without the assistance of another person), free of any contagious and/or communicable disease, have assets and income which are sufficient to satisfy the obligations of this Agreement and after payment of these obligations can satisfy Your customary living expenses after occupancy, and that all Your representations or those made on Your behalf are true.

12.12 Confirmation of Receipt of Documents and Inspection of the Community You certify that You have received a copy of this Agreement, a copy of the latest disclosure statement and physically inspected the Community on or before this date. Further, these materials or inspections have been reviewed by You or Your representatives to satisfy You as to their truth and validity prior to signing this Agreement.

12.13 Notices All notices given pursuant to this Agreement shall be in writing and shall be mailed by certified mail, postage prepaid and shall be deemed given on the date mailed. The addresses to which any such notice shall be sent are as set forth here, unless a different address is specified in writing by either party:

To: Director
Arbors
403 West Center Street
Manchester, CT 06040-4738

To: Resident
Address listed on Application for Residency

SERVICES & BENEFITS ADDENDUM

I. Services and facilities within the Unit

- Complete kitchen facilities including refrigerator with frost-free freezer, electric range with oven, garbage disposal, hood range (venting to outside), oak cabinets, and ground fault outlets at counter height
- Weekly bedroom linen (excluding towels) and changing service
- Biweekly (every two weeks) housekeeping services
- Heat or air-conditioning
- Individually controlled heat or air-conditioning thermostat
- Hot water heater
- Cable Television
- Pre-wired hookups (not service) for telephone
- Repair and maintenance of all Unit appliances and systems
- Real estate property taxes
- General liability and casualty insurance (excluding Resident's personal property and liability insurance)
- Water, sewer, sewer fees and trash removal
- Storage facilities for personal property, if available
- Centrally monitored smoke detectors
- Emergency call-for-aid (kitchens, bathrooms, and one bedroom)
- Sprinkler
- Forced fresh air (from outside)
- Bathroom fan exhaust (to outside)
- Wall-to-wall carpeting
- Sheer draperies
- Electronic courtesy check-in
- Postal box (lobby)
- Emergency generator supplying heat and foyer light

II. Additional Services Requiring Additional Charges

Additional services to You on an extra charge basis include:

- Telephone, Living Unit electricity (excluding air-conditioning and heat)
- Beautician, barber services, manicurist
- Guest room (hospitality suite), if and when available
- Guest meals
- Additional meals

- Housekeeper services in addition to the normal bi-weekly (every other week) service provided under the Residency Agreement
- Personal care services and assisted living services
- Private-room accommodations in Health Center, if available
- Co-payment charges/gaps in coverage not covered by insurance
- Onsite Physicians visit/services
- Special activity event charges
- Catering charges for personal functions
- Special gardening requirements
- Unit modifications
- Transportation out of town
- Individual or small group (less than 5 residents) transportation, if available
- Durable medical equipment specified by Arbors, e.g., walkers, canes and wheel chairs, etc.
- Personal emergency call pendants
- Personal concierge service

Note: Electricity usage is metered separately for each living unit and is billed to and paid by the Residents. Electricity usage within the living unit is for all power requirements except air conditioning and heat, which is provided by Arbors.

III. Services and Facilities Outside of the Unit

The following common areas are available for use and include an intra-building communication system including emergency call:

- Lobby w/Fireplace
- Library w/Fireplace
- Beauty Parlor/Barber Shop
- Club Room
- All-Purpose Room w/Fireplace
- Private Dining Room w/Fireplace
- Card and Game Rooms
- Wellness Center
- General Store
- Activities Center
- Gathering Center
- Auditorium

- Elevators (2)
- Laundry Room per floor (free of charge)
- Emergency generator supplying heat and light
- Communication Center

Dining Service

Choice of one meal per day (Sunday through Saturday) with choices of entree and waited table service; and tray service when medically required and approved by the Director of Resident Services.

Security Services

Centrally monitored electronic security system monitored 24 hours a day.

Social, Educational and Recreational Activities

Activities Coordinator on staff for the purpose of scheduling of events.

Transportation

Scheduled transportation according to Arbors' policy to shopping, banking, social activities, religious services and physician's visits within Manchester, Vernon, Glastonbury, East Hartford and South Windsor. There is a nominal charge for out of town transportation that will be added to Your monthly bill. At the discretion of the administration, individual/small group (less than five (5) residents) transportation *may* be arranged in the event scheduled transportation is unavailable or inconvenient. Surface parking for residents and guests is provided.

Modifications to Services Arbors reserves the right to add or delete services and facilities as may be necessary from time to time. Arbors will provide You with thirty (30) days notice prior to effecting the change.

HEALTH CARE BENEFITS ADDENDUM

Arbors offers several levels of care. You will have priority access to all levels of care and health care Services. While you reside in your apartment, you may request the help of our Nursing staff to make arrangements necessary to meet your health care needs.

In addition to our Nursing staff, there are medical professionals on site that you may use, or you may elect to continue to have your own physicians and other healthcare professionals in the community.

Health Care Services at Arbors include:

- (a) 24-hour a day emergency alert monitoring,
- (b) Daily check-in service,
- (c) Nursing Services/Care Coordination. These services include nursing services provided by a registered nurse or licensed practical nurse. The Nurse is "on call" when not on site.

Additional Health Care Services at Arbors are available at an additional charge:

- (a) ALSA Aide/Homemaker Services provided to residents in their apartment to assist residents to live independently.
- (b) Other health care providers are available onsite. This may include Physicians, Podiatrists, Physical Therapists or other healthcare professionals. You may elect to continue to have your own physicians and other healthcare professionals in the community.

Health Services Provided by Manchester Manor Health Care Center

- (a)** Manchester Manor Health Care Center will provide a range of skilled nursing care to Residents of Arbors. Based upon the recommendation of the Resident's attending physician, in consultation with the Resident, Resident's spouse or family, legal representative, Director of Resident Services, Health Center's Medical Director and the Director of Admissions, the Resident will be provided priority access to the Health Center. Manchester Manor provides skilled nursing therapy, rehabilitation, and/or long term care.

For the Resident

Resident

Witness

Resident

Witness

Living Unit # _____ and Type _____

Executed this _____ day of _____, 20____, at

_____, Connecticut.

For Arbors of Hop Brook Limited Partnership

By _____
(Signature)

Paul T. Liistro

Its Managing Partner
(Title)

Executed this _____ day of _____, 20____, at

_____, Connecticut.

GLOSSARY OF TERMS

The following terms are described as used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

"Arbors of Hop Brook" or **"Arbors"** or **"we"** or **"us"** or **"Our"** means Arbors of Hop Brook Limited Partnership.

"Community" means the facilities known as Arbors of Hop Brook and/or Manchester Manor Health Care Center including the living units, the common spaces and exterior grounds.

"Entrance Fees" means the amount to be paid to Arbors in return for life use of a specific Living Unit and services offered by Arbors. See the Entrance Fee Addendum for terms of Entrance Fee requirements.

"Health Center" means Manchester Manor Health Care Center or another comparably licensed Nursing Facility.

"Living Unit" or **"Unit"** means an apartment within Arbors.

"Monthly Service Fee" means the charge paid by the Resident, monthly, pursuant to the Agreement.

"Occupancy Date" means the date You take occupancy, unless otherwise extended by Arbors.

"Refund" is the portion of the Entrance Fee which is refundable pursuant to the Agreement. See the Entrance Fee Addendum for terms of Entrance Fee refund.

"Reoccupancy" means the event of a new Resident occupying a Living Unit previously occupied by a previous Resident.

"Residency Agreement" or **"Agreement"** or **"Basic Agreement"** means this Agreement.

"Resident" or **"You"** means the Resident (or Residents in case of couples) who is (are) signatory to the Agreement receiving use of the Living unit, Basic Services and Health-Related Services.

"Second Person Monthly Service Fee" or **"Second Person Fee"** is the monthly charge for a second Resident or Non-participating Occupant occupying an apartment unit.

Resident Name(s):
Refund Type:
Unit Number:
Type:
Date Executed: 07/01/2014

ENTRANCE FEE ADDENDUM DECLINING BALANCE

The purpose of the Addendum is to set forth Your duties of this Agreement and to delineate the Entrance Fee terms under Your residency agreement with Arbors of Hop Brook.

Parties This Agreement is made and entered into by and between _____ (collectively, "You"), and Arbors of Hop Brook Limited Partnership (Arbors).

1.1 Entrance Fee Amount

You agree to pay Arbors a total Entrance Fee of \$, consisting of a first person Entrance Fee of \$, and a second person Entrance Fee of \$ **00.00** for the right of residency in Living Unit , Type .

1.2 Entrance Fee Refund You have elected to participate in a Declining Balance refund plan Consisting of a maximum refund amount of \$ **0**. Arbors shall retain from Your refund an amount equal to two percent (2%) of Your Entrance Fee for each month since the full Entrance Fee was paid. For example, this means that if You reside in the Community for fifty (50) months or longer, You or Your estate would not be entitled to any refund of Your Entrance Fee; if You reside in the Community for twenty five (25) months, You or Your estate would be entitled to fifty percent (50%) of Your Entrance Fee.

1.3 Deductions from Entrance Fee Health expenses, including but not limited to health costs incurred at the Health Center, Assisted Living care provided by Us may be deducted from the refundable portion of the Entrance Fee, upon your request. Otherwise, these expenses will appear on your Monthly Service Fee. Health expenses which exceed the Refundable portion of the Entrance Fee will be added to the Monthly Service Fee.

1.4 Liabilities Prior to Refund Delinquent Monthly Service Fees, unpaid Apartment Renovation costs, or other charges incurred for the benefit of the Resident will be deducted from the refundable portion of the Entrance Fee. You (or Your estate) will remain liable for any excess amount.

1.5 Termination of Residency/Repayment of Entrance Fee In the event of termination of this Residency Agreement, we shall refund all of the refundable balance of Entrance Fee paid by You upon your departure from the Community (Arbors and/or Manchester Manor Health Care Center). This amount is not subject to interest earnings. Such refund will be paid to you (or your designated beneficiary) within sixty (60) days of reoccupancy of Your Living Unit. As used in this paragraph, the term "designated beneficiary" shall mean the person(s) or entity designated by You to receive such refund in the event of termination of this Residency Agreement as a result of Your death. No such designation of beneficiary shall be effective unless the same is filed with Arbors of Hop Brook Limited Partnership prior to Your death. In the event You do not effectively designate a beneficiary to receive the refund provided under this Agreement, such refund shall be paid to Your estate.

Resident Name(s): Name
Refund Type: 50%
Unit Number:
Type:
Date Executed: **/**/20**

ENTRANCE FEE ADDENDUM

The purpose of the Addendum is to set forth Your duties of this Agreement and to delineate the Entrance Fee terms under your residency agreement with Arbors of Hop Brook.

Parties This Agreement is made and entered into by and between **Name** (collectively, "You"), and Arbors of Hop Brook Limited Partnership (Arbors).

1.1 Entrance Fee Amount

You agree to pay Arbors a total Entrance Fee of \$ **00.00** , consisting of a first person Entrance Fee of \$ **00.00** , and a second person Entrance Fee of \$ **00.00** for the right of residency in Living Unit Number ******* , Type XX Unit.

1.2 Entrance Fee Refund You have chosen to participate in a 50% Refundable Entrance Fee plan. Arbors will collect the Entrance Fee listed and will retain from Your refund an amount equal to two percent (2%) of Your Entrance Fee for each month. At the 25th month of residency, the amount of Your refund will remain at 50% of the total Entrance Fee of \$ **00.00** for a maximum return of \$ **00.00** upon the 25th month of residency or after. If you leave the Community prior to that time, Your Refund amount will be prorated by 2% each month of residency. For example, if You leave the community after three (3) months of residency, You or Your estate would be entitled to ninety four percent (94%) of Your Entrance Fee paid, Arbors would retain a total of six percent (6%) of the Entrance Fee in that example.

1.3 Deductions from Entrance Fee Health expenses, including but not limited to health costs incurred at the Health Center, and/or Assisted Living care provided by Us may be deducted from the refundable portion of the Entrance Fee, upon your request. Otherwise, these expenses will appear on your Monthly Service Fee. Health expenses which exceed the Refundable portion of the Entrance Fee will be added to the Monthly Service Fee.

Resident Name(s): Name
Refund Type: 90%
Unit Number:
Type:
Date Executed: **/**/20**

ENTRANCE FEE ADDENDUM

The purpose of the Addendum is to set forth Your duties of this Agreement and to delineate the Entrance Fee terms under your residency agreement with Arbors of Hop Brook.

Parties This Agreement is made and entered into by and between **Name** (collectively, "You"), and Arbors of Hop Brook Limited Partnership (Arbors).

1.1 Entrance Fee Amount

You agree to pay Arbors a total Entrance Fee of \$, consisting of a first person Entrance Fee of \$, and a second person Entrance Fee of \$ for the right of residency in Living Unit Number , .

Entrance Fee Refund You have chosen to participate in a 90% Refundable Entrance Fee plan. Arbors will collect the Entrance Fee listed and will retain from Your refund an amount equal to two percent (2%) of Your Entrance Fee for each month. At the 5th month of residency, the amount of Your refund will remain at 90% of the total Entrance Fee of **XXX**, for a maximum return of **XXX** upon the 5th month of residency or after. If you leave the Community prior to that time, Your Refund amount will be prorated by 2% each month of residency. For example, if You leave the community after three (3) months of residency, You or Your estate would be entitled to ninety four percent (94%) of Your Entrance Fee paid, Arbors would retain a total of six percent (6%) of the Entrance Fee in that example.

1.2 Deductions from Entrance Fee Health expenses, including but not limited to health costs incurred at the Health Center and/or Assisted Living care provided by Us may be deducted from the refundable portion of the Entrance Fee, upon your request. Otherwise, these expenses will appear on your Monthly Service Fee. Health expenses which exceed the Refundable portion of the Entrance Fee will be added to the Monthly Service Fee.

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Arbors of Hop Brook Limited Partnership Affiliate (Comp. Inc. Loss)

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Future Service Obligation/Opinion

ARBORS OF HOP BROOK LIMITED PARTNERSHIP AND AFFILIATE
Statements of Operations and Comprehensive Income (Loss)

30-Sep

	ACTUAL 2015	BUDGET 2015		Variance
Revenues:				
Net patient service revenue	\$ 12,023,480.00	\$ 14,256,504.00	\$ (2,233,024)	-15.7%
Resident Fees	\$ 4,101,196.00	\$ 4,226,949.00	\$ (125,753)	-3.0%
Earned entrance fes	\$ 284,017.00	\$ 110,292.00	\$ 173,725	157.5%
Total revenues	<u>\$ 16,408,693.00</u>	<u>\$ 18,593,745.00</u>	<u>\$ (2,185,052)</u>	-11.8%
Expenses:				
Administrative and general	\$ 1,958,834.00	\$ 2,894,993.00	\$ (936,159)	-32.3%
Employee benefits	\$ 1,806,091.00	\$ 1,813,396.00	\$ (7,305)	-0.4%
Plant operations and maintenance	\$ 1,866,732.00	\$ 1,748,358.00	\$ 118,374	6.8%
Nursing	\$ 5,637,863.00	\$ 6,540,955.00	\$ (903,092)	-13.8%
Activities	\$ 241,530.00	\$ 228,101.00	\$ 13,429	5.9%
Food service	\$ 1,861,148.00	\$ 1,904,385.00	\$ (43,237)	-2.3%
Laundry	\$ 136,336.00	\$ 132,232.00	\$ 4,104	3.1%
Housekeeping	\$ 311,418.00	\$ 355,146.00	\$ (43,728)	-12.3%
Medicare	\$ 387,202.00	\$ 321,490.00	\$ 65,712	20.4%
Rehabilitative services	\$ 1,021,866.00	\$ 1,039,085.00	\$ (17,219)	-1.7%
Other services	\$ 501,642.00	\$ 565,067.00	\$ (63,425)	-11.2%
Depreciation and amortization	\$ 843,053.00	\$ 917,667.00	\$ (74,614)	-8.1%
Insurance	\$ 40,331.00	\$ 89,214.00	\$ (48,883)	-54.8%
Interest expense	\$ 87,069.00	\$ 76,852.00	\$ 10,217	13.3%
Total expenses	<u>\$ 16,701,115.00</u>	<u>\$ 18,626,941.00</u>	<u>\$ (1,925,826)</u>	-10.3%
Income (Loss) from operations	<u>\$ (292,422.00)</u>	<u>\$ (33,196.00)</u>	<u>\$ (259,226)</u>	780.9%
Other income (expense):				
Loss on sale of fixed assets	\$ (1,496.00)		\$ (1,496)	
Investment income	\$ 591,294.00	\$ 250,857.00	\$ 340,437	135.7%
Gain on sale of property and equipment				
Net realized gains (losses) on investment	\$ 202,986.00	\$ 60,000.00	\$ 142,986	238.3%
Total other income (expense)	<u>\$ 792,784.00</u>	<u>\$ 310,857.00</u>	<u>\$ 481,927</u>	155.0%
Comprehensive income (loss):				
Net income (loss)	<u>\$ 500,362.00</u>	<u>\$ 277,661.00</u>	<u>\$ 222,701</u>	80.2%

Arbors of Hop Brook Limited Partnership
Management's Explanation of Results of Operations
FY 2015

The U.S. economy was improved over years past since the recession's official end in 2009. For the sixth year in a row, growth moved along at about 2% per year.

2015 marked a year of large-scale renovations at our health center, including new construction of 8 resident rooms to accommodate 16 semi-private beds, allowing for the creation of 1 Hospice room on the Long Term Care unit and 13 private post -acute care rooms in the Short Term Care unit to best serve the complex needs of patients needing post-hospital care. Arbors of Hop Brook posted Total Revenues of \$16,408,693.00 versus anticipated revenues of \$18,593,745.00 for a negative variance of \$2,185,052.00. The bulk of this variance is relating to the disruption occurring in occupancy during the large-scale renovations.

Arbors Actual Expenses were lower than estimated. Actual expenses were \$16,701,115.00 compared to budgeted \$18,626,941.00, \$1,925,826.00 less than anticipated. These results were due to savings through aggressive cost containment in all administrative and general expenses, a decline in staffing relating to lower occupancy due to room closures relating to construction, reorganization of the housekeeping management, higher than expected pharmacy and oxygen costs stemming from a greater proportion of Medicare patients, a decline in managed care census days, and savings due to lower workers' compensation premiums as a result of reduced claims and the utilization of an award-winning employee safety program.

On balance, Arbors of Hop Brook experienced a Loss of Operations of \$292,422, compared with the budgeted \$33,196.00 for a negative variance of \$259,226.00. Construction related occupancy reductions resulted in lower revenue, but the loss was softened by aggressive cost containment and altered staffing patterns which reflected census changes.

2015 saw favorable outcomes with regard to investment income. Arbors of Hop Brook posted Investment Income of \$591,294.00 compared to the expected budget of \$250,857.00 for a positive variance of \$340,437.00. Altered investment strategies and market fluctuations contributed to this positive variance.

All in all, Arbors of Hop Brook reported a Comprehensive Income of \$500,362.00 as compared to the budgeted \$277,661.00, a positive variance of \$222,701.00.

Respectfully Submitted,

Paul T. Liistro
Managing Partner
February 2016

**Arbors of Hop Brook Limited
Partnership and Affiliates**

**Consolidated Financial Statements
(With Supplementary Information)
and Independent Auditor's Report**

September 30, 2015 and 2014

Arbors of Hop Brook Limited Partnership and Affiliates

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Independent Auditor's Report

To the Partners
Arbors of Hop Brook Limited Partnership

Report on Financial Statements

We have audited the accompanying consolidated financial statements of Arbors of Hop Brook Limited Partnership and Affiliates, which comprise the consolidated balance sheets as of September 30, 2015 and 2014, and the related consolidated statements of income and comprehensive income (loss), changes in equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Arbors of Hop Brook Limited Partnership and Affiliates as of September 30, 2015 and 2014, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information on pages 24 to 27 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

A handwritten signature in black ink that reads "Cohn Reznick LLP". The signature is written in a cursive, flowing style.

Hartford, Connecticut
February 9, 2016

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidated Balance Sheets
September 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
<u>Assets</u>		
Current assets:		
Cash and cash equivalents	\$ 492,894	\$ 537,518
Accounts receivable, net	1,097,639	1,282,414
Entrance fees receivable	1,075,941	117,500
Resident funds	9,183	9,183
Prepaid expenses	60,659	8,559
Total current assets	<u>2,736,316</u>	<u>1,955,174</u>
Investments:		
Investments available-for-sale	7,150,941	8,111,912
Non-marketable equity securities	250,000	250,000
Total investments	<u>7,400,941</u>	<u>8,361,912</u>
Property and equipment:		
Land and improvements	1,565,304	1,556,253
Building and improvements	19,038,266	16,534,118
Equipment	4,874,937	4,308,176
Automotive equipment	213,333	213,333
Total property and equipment	<u>25,691,840</u>	<u>22,611,880</u>
Less accumulated depreciation and amortization	<u>(17,699,912)</u>	<u>(16,953,337)</u>
	7,991,928	5,658,543
Construction in progress	-	425,920
Net property and equipment	<u>7,991,928</u>	<u>6,084,463</u>
Other long-term assets:		
Due from related party	241,074	241,074
Restricted funds	875,451	921,031
Deferred costs, net	48,590	56,802
Total other long-term assets	<u>1,165,115</u>	<u>1,218,907</u>
Total assets	<u>\$ 19,294,300</u>	<u>\$ 17,620,456</u>

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidated Balance Sheets
September 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
<u>Liabilities and Equity</u>		
Current liabilities:		
Current portion of long-term debt	\$ 210,000	\$ 237,671
Accounts payable	1,514,804	1,433,974
Resident funds	9,183	9,183
Line of credit	1,250,000	-
Other current liabilities	<u>612,764</u>	<u>654,668</u>
Total current liabilities	3,596,751	2,335,496
Long-term liabilities:		
Long-term debt, less current portion	3,132,500	3,342,500
Entrance fees	<u>8,451,934</u>	<u>7,060,292</u>
Total liabilities	<u>15,181,185</u>	<u>12,738,288</u>
Commitments and contingencies		
Equity:		
Partners' capital:		
Capital	4,956,438	4,349,690
Accumulated other comprehensive income (loss)	<u>(5,955)</u>	<u>1,226,780</u>
Total partners' capital	4,950,483	5,576,470
Noncontrolling interest	<u>(837,368)</u>	<u>(694,302)</u>
Total equity	<u>4,113,115</u>	<u>4,882,168</u>
Total liabilities and equity	<u>\$ 19,294,300</u>	<u>\$ 17,620,456</u>

See Notes to Consolidated Financial Statements

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidated Statements of Income and Comprehensive Income (Loss)
Years Ended September 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
Revenues:		
Patient service revenue, net of contractual allowances	\$ 12,281,342	\$ 12,115,893
Provision for uncollectible accounts	<u>257,862</u>	<u>222,504</u>
Net patient service revenue	12,023,480	11,893,389
Resident fees	4,101,196	4,298,378
Earned entrance fees	<u>284,017</u>	<u>94,729</u>
Total revenues	<u>16,408,693</u>	<u>16,286,496</u>
Expenses:		
Administrative and general	1,958,834	2,036,118
Employee benefits	1,806,091	1,878,108
Plant operations and maintenance	1,866,732	1,808,443
Nursing	5,637,863	5,566,496
Activities	241,530	237,107
Food service	1,861,148	1,854,185
Laundry	136,336	130,968
Housekeeping	311,418	341,104
Medicare	387,202	323,703
Rehabilitative services	1,021,866	915,108
Other services	501,642	432,092
Depreciation and amortization	843,053	847,612
Insurance	40,331	33,684
Interest expense	<u>87,069</u>	<u>82,317</u>
Total expenses	<u>16,701,115</u>	<u>16,487,045</u>
Loss from operations	<u>(292,422)</u>	<u>(200,549)</u>
Other income:		
Loss on sale of fixed assets	(1,496)	-
Investment income	591,294	198,463
Net realized gains on investments available-for-sale	<u>202,986</u>	<u>264,033</u>
Total other income	<u>792,784</u>	<u>462,496</u>
Consolidated net income	500,362	261,947
Less net income attributable to noncontrolling interest	<u>481,853</u>	<u>370,007</u>
Net income (loss) attributable to Arbors of Hop Brook Limited Partnership	<u>\$ 18,509</u>	<u>\$ (108,060)</u>
Consolidated net income	\$ 500,362	\$ 261,947
Other comprehensive income:		
Unrealized holding gains (losses) arising during the period	(1,029,749)	684,882
Less reclassification adjustment for gains included in net income	<u>(202,986)</u>	<u>(264,033)</u>
Total other comprehensive income (loss)	<u>(1,232,735)</u>	<u>420,849</u>
Comprehensive income (loss)	(732,373)	682,796
Less comprehensive income attributable to noncontrolling interest	<u>481,853</u>	<u>370,007</u>
Comprehensive income (loss) attributable to Arbors of Hop Brook Limited Partnership	<u>\$ (1,214,226)</u>	<u>\$ 312,789</u>

See Notes to Consolidated Financial Statements.

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidated Statements of Changes in Equity
Years Ended September 30, 2015 and 2014**

	Partners' Capital	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total
Balance, October 1, 2013	\$ 4,549,020	\$ 805,931	\$ (1,064,309)	\$ 4,290,642
Net income (loss)	(108,060)	-	370,007	261,947
Other comprehensive income	-	420,849	-	420,849
Capital contributions	1,386,212	-	-	1,386,212
Capital distributions	<u>(1,477,482)</u>	<u>-</u>	<u>-</u>	<u>(1,477,482)</u>
Balance, October 1, 2014	4,349,690	1,226,780	(694,302)	4,882,168
Net income	18,509	-	481,853	500,362
Other comprehensive loss	-	(1,232,735)	-	(1,232,735)
Capital contributions	1,335,798	-	-	1,335,798
Capital distributions	<u>(747,559)</u>	<u>-</u>	<u>(624,919)</u>	<u>(1,372,478)</u>
Balance, September 30, 2015	<u>\$ 4,956,438</u>	<u>\$ (5,955)</u>	<u>\$ (837,368)</u>	<u>\$ 4,113,115</u>

See Notes to Consolidated Financial Statements.

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidated Statements of Cash Flows
Years Ended September 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
Operating activities:		
Consolidated net income	\$ 500,362	\$ 261,947
Adjustments to reconcile consolidated net income to net cash provided by operating activities:		
Depreciation and amortization	834,841	839,503
Amortization of deferred costs	8,212	8,109
Provision for uncollectible accounts	257,862	222,504
Earned entrance fees	(284,017)	(94,729)
Net realized gains on investments available-for-sale	(202,986)	(264,033)
Changes in operating assets and liabilities:		
Accounts receivable	(73,087)	83,267
Entrance fees receivable	(958,441)	30,740
Prepaid expenses	(52,100)	(3,265)
Deposits	-	1,833
Accounts payable	80,830	29,116
Other current liabilities	(41,904)	36,597
Net cash provided by operating activities	<u>69,572</u>	<u>1,151,589</u>
Investing activities:		
Change in restricted funds	45,580	(139,882)
Purchases of property and equipment	(2,742,306)	(898,313)
Proceeds from sales of investments available-for-sale	2,871,333	848,422
Purchases of investments available-for-sale	(2,940,111)	(977,119)
Net cash used in investing activities	<u>(2,765,504)</u>	<u>(1,166,892)</u>
Financing activities:		
Capital contributions	1,335,798	1,386,212
Capital distributions	(1,372,478)	(1,477,482)
Proceeds from resident entrance fees	2,343,086	1,758,042
Proceeds from line of credit	1,250,000	-
Refunds of resident entrance fees	(667,427)	(1,259,990)
Payments on capital lease obligations	(7,653)	(36,276)
Payments on long-term debt	(230,018)	(210,000)
Net cash provided by financing activities	<u>2,651,308</u>	<u>160,506</u>
Net increase (decrease) in cash and cash equivalents	(44,624)	145,203
Cash and cash equivalents, beginning of year	<u>537,518</u>	<u>392,315</u>
Cash and cash equivalents, end of year	<u>\$ 492,894</u>	<u>\$ 537,518</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 87,328</u>	<u>\$ 82,685</u>

See Notes to Consolidated Financial Statements.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Note 1 - Summary of significant accounting policies

The accompanying consolidated financial statements were prepared for the purpose of presenting, in a consolidated format, the financial position and results of operations of the following commonly owned, inter-related entities:

Arbors of Hop Brook Limited Partnership (the "Partnership") was formed to operate a health center and independent living center as a Continuing Care Retirement Community according to Chapter 19 of the Connecticut General Statutes 17b-520. It is comprised of a 112-unit independent living center and Manchester Manor Health Care Center, a 126-bed skilled nursing center.

In 1992, Manchester Manor Realty, LLP ("Realty"), a limited liability partnership, was formed to rent health care facilities to Manchester Manor Health Care Center for its operations. The partners' liability with regard to the limited liability company is limited to their capital accounts.

Principles of consolidation

These entities are collectively referred to herein as the "Company". All significant intercompany transactions and account balances have been eliminated in consolidation.

Variable interest entities

The Company has evaluated its relationship with Realty and has determined that the entity is a variable interest entity, which has been consolidated in the Company's financial statements. Based on a qualitative and quantitative assessment performed, it was determined that the Company is the primary beneficiary of this entity because it has the power over the activities that most significantly impact the entity's economic performance. Accordingly, it has been consolidated into the Company's consolidated financial statements. In addition, the Company is obligated to absorb their losses and has the ability to benefit from profits.

The following table summarizes the assets and liabilities of Realty included in the consolidated balance sheets as of September 30:

	<u>2015</u>	<u>2014</u>
Assets:		
Cash	\$ 158,807	\$ 527,585
Accounts receivable	174,012	34,500
Deferred costs, net	22,764	26,611
Due from related party	<u>241,074</u>	<u>241,074</u>
Total assets	<u>\$ 596,657</u>	<u>\$ 829,770</u>
Liabilities:		
Current portion of long-term debt	\$ 90,000	\$ 90,000
Other current liabilities	1,525	1,572
Long-term debt, less current portion	<u>1,342,500</u>	<u>1,432,500</u>
Total liabilities	<u>\$ 1,434,025</u>	<u>\$ 1,524,072</u>

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

In addition, the Company has evaluated its relationship with Vernon Manor Health Care Center, LLC and Arrowwood Group, LLC, both of which are related to the Company through common ownership, and determined that they are not required to consolidate these entities into its consolidated financial statements because the Company is not the primary beneficiary of either affiliate.

Use of estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash and cash equivalents

For purposes of reporting cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Restricted funds

The State of Connecticut requires that continuing care retirement communities maintain a reserve fund, which consists of one year's debt service or lease obligation requirements plus one month's operating costs. These funds are not available for current operating purposes.

Restricted funds as of September 30, 2015 and 2014 were \$875,451 and \$921,031, respectively.

Concentrations

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and patient service receivables and revenue.

The Company maintains its cash and cash equivalents with high-credit quality financial institutions. At times, such amounts may exceed Federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents. As of September 30, 2015, the Company had cash and cash equivalents in excess of Federally insured limits in the amount of approximately \$388,000.

Patient service receivables

The collection of receivables from third-party payors and patients is the Company's primary source of cash for operations and is critical to its operating performance. Patient service receivables and revenue are recorded when patient services are performed. The primary collection risks relate to uninsured patient accounts and patient accounts for which the primary insurance payor has paid, but patient responsibility amounts (deductibles and copayments) remain outstanding. Patient service receivables from third-party payors are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments provided to third-party payors.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Receivables due directly from patients are carried at the original charge for the service performed, less amounts covered by third-party payors and an estimated allowance for doubtful accounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by historical experience applied to an aging of accounts. The Company does not charge interest on past due accounts.

The provision for uncollectible accounts is increased when patient service receivables are deemed uncollectible. Recoveries of receivables previously written off are recorded as a reduction of the provision for uncollectible accounts when received.

Investments

Investments available-for-sale primarily consist of certain equity securities not classified as trading securities or as securities to be held-to-maturity. They may be sold at any time at management's option in response to changes in interest rates, liquidity needs, and for other purposes. Securities available-for-sale are reported at fair value with unrealized gains and losses reported as accumulated other comprehensive income in the equity section of the consolidated balance sheets. Accumulated realized gains and losses, based on the adjusted cost of the specific security sold, are included in other income and, when applicable, are reported as a reclassification adjustment in other comprehensive income.

The Company has also invested in a limited liability company ("LLC") of \$100,000 and real estate investment trust ("REIT") of \$150,000 as of September 30, 2015 and 2014. These investments are deemed to be non-marketable equity securities, which are recorded at historical cost because the Company does not have significant influence over the underlying investees. These investments are subject to a periodic impairment review. To the extent any impairment is considered other-than-temporary, the investment is written down to its fair value and the loss is recorded as a component of investment income.

The Company uses the specific identification method to determine the cost of securities sold.

Property and equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided using a straight-line method over the useful lives of the respective assets ranging from five to thirty-nine years. Assets acquired through capital leases are amortized over the shorter of the lease term or estimated useful life.

Maintenance and repairs are charged to operations when incurred. Betterments and renewals are capitalized. When property and equipment are sold or otherwise disposed of, the asset accounts and related accumulated depreciation accounts are relieved, and any gain or loss is included in other income.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Deferred costs

Loan closing costs incurred for debt restructuring have been capitalized and are being amortized using the interest method over the term of the loans. Deferred cost amortization is included in interest expense in the consolidated statements of income and comprehensive income.

Impairment of long-lived assets

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the assets to the future net undiscounted cash flow expected to be generated by the assets and any estimated proceeds from the eventual disposition of the assets. If the assets are considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the assets exceeds the fair value of such property. There were no impairment losses recognized in 2015 or 2014.

Resident funds

At September 30, 2015 and 2014, the Company maintained \$9,183 of resident funds for future services to be provided by the Company. These funds are maintained in individual insured interest bearing accounts at a bank and are recorded as resident funds on the consolidated balance sheets.

Patient service revenue

The Company has agreements with third-party payors that provide for payments to the Company at amounts different from its established rates. Payment arrangements include predetermined fee schedules and discounted charges. Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors, which are subject to audit by administering agencies. These adjustments are accrued on an estimated basis and are adjusted in future periods as final settlements are determined.

Skilled nursing facilities are reimbursed under a Prospective Payment System for Medicare Part A services that establishes an all-inclusive per diem payment rate, based on resident activity, which covers routine, ancillary and capital related costs. The all-inclusive per diem rate encompasses many non-physician Part B services billed during a Part A stay. Skilled nursing facilities are required to pay for services provided by outside suppliers.

The Company provides care to certain patients under Medicaid and Medicare payment arrangements. Laws and regulations governing the Medicaid and Medicare programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Comprehensive income

Comprehensive income consists of two components: net income (loss) and other comprehensive income (loss). Other comprehensive income (loss) refers to revenue, expenses, gains and losses that, under accounting principles generally accepted in the United States of America, are recorded as an element of equity but are excluded from net income (loss). The Company's other comprehensive income (loss) and accumulated other comprehensive income are comprised of unrealized gains on marketable securities categorized as available-for-sale.

Income taxes

The partners have elected to have the Company treated as a partnership. Under such treatment, the Company's Federal and state taxable income or loss is passed through to the individual partners. Accordingly, no tax provisions are included in the consolidated financial statements.

The Company has no unrecognized tax benefits at September 30, 2015 and 2014. The Company's Federal and state income tax returns prior to fiscal year 2012 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

If applicable, the Company would recognize interest and penalties associated with tax matters as part of expenses in the consolidated statements of income and comprehensive income and include accrued interest and penalties in accrued expenses in the consolidated balance sheets. The Company did not recognize any interest or penalties associated with tax matters for the years ended September 30, 2015 and 2014.

Entrance fees

Independent living center residents pay an entrance fee upon entering into a continuing care contract. Effective during fiscal year 2014, residents will pay an entrance fee that declines to either 90%, 50% or 0% (depending on the declining balance refund plan chosen by the resident) upon death or withdrawal after their independent living unit is reoccupied. Prior to fiscal year 2014, residents paid an entrance fee upon move-in that was either 80% (post fiscal year 2004) or 90% (pre fiscal year 2005), refundable upon death or withdrawal after their independent living unit was reoccupied. An additional monthly service fee is charged to residents, which entitles them to the lifetime use and privileges of the facilities. Residents do not acquire any interest in the real estate property.

The Partnership annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balances of unamortized deferred revenues from advanced fees and expected revenues from investment income and monthly fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from advanced fees and expected future revenues, a liability will be recorded with a corresponding charge to income. No obligation was required as the present value, at a discount rate of 5.5%, of the expected revenues and unamortized deferred revenues from advanced fees exceeded the net cost of future services and use of the facilities.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Advertising

The Company follows the policy of charging costs of advertising to expense as incurred. Advertising expenses were \$118,883 and \$92,797 for the years ended September 30, 2015 and 2014.

Retirement benefits

The Company sponsors a 401(k) retirement plan that covers substantially all employees who have at least one year of service and have attained the age of 21. The plan allows for employer contributions and employee salary deferrals. The contribution expense for the years ended September 30, 2015 and 2014 was \$85,029 and \$84,256.

Reclassifications

Certain prior year amounts have been reclassified to conform to current year presentation.

Subsequent events

The Company has evaluated events and transactions for potential recognition or disclosure through February 9, 2016, which is the date the consolidated financial statements were available to be issued.

Note 2 - Patient service receivables, net

The Company grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors were as follows as of September 30:

	2015	2014
Medicaid	\$ 527,964	\$ 312,008
Medicare	433,427	354,387
Other third-party payors	181,090	155,139
Private	133,871	833,021
	<u>1,276,352</u>	<u>1,654,555</u>
Less allowance for doubtful accounts	178,713	372,141
	<u>\$ 1,097,639</u>	<u>\$ 1,282,414</u>

Patient service receivables are reduced by an allowance for doubtful accounts. In evaluating the collectability of patient service receivables, the Company analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for uncollectible accounts. Management regularly reviews the data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Company analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for uncollectible accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Company records a significant provision for uncollectible accounts in the period of services on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates provided by the Company's policy) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

The Company's allowance for doubtful accounts was 14% and 23% of patient services receivables at September 30, 2015 and 2014, respectively.

Note 3 - Investments available-for-sale

The Company's investments, (including restricted funds) which are reported at fair value, are primarily in marketable equity securities and are classified as available-for-sale. They may be sold at any time, at management's option in response to changes in interest rates, liquidity needs and for other purposes.

A summary of these investments at September 30, 2015 is as follows:

	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market funds	\$ 61,536	\$ -	\$ -	\$ 61,536
Common stocks	1,499,912	671,037	(77,455)	2,093,494
Mutual funds	6,470,899	20,030	(619,567)	5,871,362
	<u>\$ 8,032,347</u>	<u>\$ 691,067</u>	<u>\$ (697,022)</u>	<u>\$ 8,026,392</u>

Information pertaining to securities with gross unrealized losses at September 30, 2015, aggregated by length of time individual securities have been in a continuous loss position, is as follows:

	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Common stocks	\$ 567,298	\$ (70,576)	\$ 38,576	\$ (6,879)	\$ 605,874	\$ (77,455)
Mutual funds	5,518,891	(619,567)	-	-	5,518,891	(619,567)
	<u>\$6,086,189</u>	<u>\$ (690,143)</u>	<u>\$ 38,576</u>	<u>\$ (6,879)</u>	<u>\$6,124,765</u>	<u>\$ (697,022)</u>

A summary of these investments at September 30, 2014 is as follows:

	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market funds	\$ 206,331	\$ -	\$ -	\$ 206,331
Common stocks	1,690,800	847,700	(5,446)	2,533,054
Mutual funds	5,909,032	418,003	(33,477)	6,293,558
	<u>\$ 7,806,163</u>	<u>\$ 1,265,703</u>	<u>\$ (38,923)</u>	<u>\$ 9,032,943</u>

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Information pertaining to securities with gross unrealized losses at September 30, 2014, aggregated by length of time individual securities have been in a continuous loss position, is as follows:

	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Common stocks	\$ 29,388	\$ (785)	\$ 70,855	\$ (4,661)	\$ 100,243	\$ (5,446)
Mutual funds	651,236	(33,477)	-	-	651,236	(33,477)
	\$ 680,624	\$ (34,262)	\$ 70,855	\$ (4,661)	\$ 751,479	\$ (38,923)

Management evaluates securities for other-than-temporary impairment at least on a quarterly basis, and more frequently when economic or market concerns warrant such evaluation. Consideration is given to (1) the length of time and extent to which the fair value has been less than cost, (2) the financial condition and near-term prospects of the issuer, and (3) the intent and ability of the Company to retain its investment in the issuer for a period of time sufficient to allow for any anticipated recovery in fair value. The Company does not consider these investments to be other than temporarily impaired at September 30, 2015 and 2014.

Note 4 - Fair value measurements

The Company values financial assets and liabilities based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

In order to increase consistency and comparability in fair value measurements, a fair value hierarchy that prioritizes observable and unobservable inputs is used to measure fair value into three broad levels, which are described below:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2 Inputs to the valuation methodology include:
- Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets;
 - Inputs other than quoted prices that are observable for the asset or liability; and
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement. The fair value hierarchy gives the lowest priority to Level 3 inputs.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at September 30, 2015 and 2014.

Money market funds: Valued using significant observable inputs, particularly dealer market prices for comparable investments as of the valuation date (Level 2).

Mutual funds: Valued at the quoted net asset value of shares held by the Company at year end (Level 1).

Common stocks: Valued at the quoted price in active markets of shares held by the Company at year end (Level 1).

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Company believes their valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Company evaluated the significance of transfers between levels based upon the nature of the financial instrument and size of the transfer relative to the total investments. There were no transfers during the year ended September 30, 2015 and 2014.

The following tables set forth by level, within the fair value hierarchy, the Company's investments available-for-sale as of September 30, 2015 and 2014:

2015

	Total	(Level 1)	(Level 2)	(Level 3)
Money market funds	\$ 61,536	\$ -	\$ 61,536	\$ -
Common stocks:				
Basic materials	266,835	266,835	-	-
Consumer goods	246,885	246,885	-	-
Financial	201,087	201,087	-	-
Healthcare	115,235	115,235	-	-
Industrial goods	168,712	168,712	-	-
Services	252,583	252,583	-	-
Technology	823,524	823,524	-	-
Utilities	18,633	18,633	-	-

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

	<u>Total</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
Mutual funds:				
Foreign large blend	\$ 2,561,536	\$ 2,321,287	\$ 240,249	\$ -
Japan stock	378,283	378,283	-	-
Large blend	433,294	433,294	-	-
Large growth	1,446,573	1,446,573	-	-
Large value	152,752	152,752	-	-
Mid-cap growth	756,547	756,547	-	-
Mid-cap value	142,377	142,377	-	-
Totals	<u>\$ 8,026,392</u>	<u>\$7,724,607</u>	<u>\$ 301,785</u>	<u>\$ -</u>

2014

	<u>Total</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
Money market funds	\$ 206,331	\$ -	\$ 206,331	\$ -
Common stocks:				
Basic materials	474,612	474,612	-	-
Consumer goods	287,977	287,977	-	-
Financial	214,559	214,559	-	-
Healthcare	149,747	149,747	-	-
Industrial goods	138,493	138,493	-	-
Services	366,190	366,190	-	-
Technology	892,280	892,280	-	-
Utilities	9,196	9,196	-	-
Mutual funds:				
Foreign large blend	397,768	397,768	-	-
Japan stock	404,741	404,741	-	-
Large blend	1,172,864	1,172,864	-	-
Large growth	388,983	388,983	-	-
Large value	1,730,267	1,730,267	-	-
Mid-cap growth	137,255	137,255	-	-
Mid-cap value	138,389	138,389	-	-
Moderate allocation	429,045	429,045	-	-
Technology	668,922	668,922	-	-
World allocation	825,324	825,324	-	-
Totals	<u>\$ 9,032,943</u>	<u>\$8,826,612</u>	<u>\$ 206,331</u>	<u>\$ -</u>

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period.

Note 5 - Related party transactions

Due from related party

Represents amount due from Arrowwood Group, LLC. The loan is noninterest bearing and is expected to be repaid.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Note 6 - Long-term debt

Arbors of Hop Brook Limited Partnership

On August 23, 2011, the Company entered into two loan agreements with People's United Bank. A summary of these agreements follows:

First Mortgage Loan - \$2,400,000 promissory note, interest payable at one (1) month LIBOR rate (0.207% at September 30, 2015) plus 2.0%. The loan matures on September 1, 2021. Proceeds from the loan were used to retire an existing first mortgage and for closing costs. The loan is secured by a first mortgage on real estate. The outstanding balance on the first mortgage loan was \$1,910,000 and \$2,030,000 at September 30, 2015 and 2014, respectively.

Line of Credit - Revolving line of credit with a maximum borrowing of \$1,000,000. Interest only is payable monthly at one (1) month LIBOR rate plus 2.25%. The line expires September 30, 2016. The loan automatically converts to a five-year term loan with an amortization schedule of up to fifteen years at the conclusion of the draw period. There were no outstanding balances on the line of credit at September 30, 2015 and 2014. The line of credit is secured by a third mortgage on real estate, a blanket security interest in all assets of the Company and personal guarantees of partners of the Company.

During 2015, the Company entered into a Portfolio Loan Account agreement with Morgan Stanley Bank, N.A. The Portfolio Loan Account provides a line of credit with a maximum borrowing of \$2,231,982. Interest only is payable at various interest rates. The line is collateralized by the investments in the portfolio and does not have maturity date. The outstanding balance on the portfolio loan account was \$1,250,000 at September 30, 2015.

The debt agreements of the Partnership include certain restrictions requiring maintenance of certain financial ratios.

Manchester Manor Realty, LLP

On August 23, 2011, the Company, entered into three loan agreements with People's United Bank. A summary of these agreements follows:

First Mortgage Loan - \$1,800,000 promissory note, interest payable at one (1) month LIBOR rate plus 2.0%. The loan matures on September 1, 2021. Proceeds from the loan were used to retire an existing first mortgage and for closing costs. The loan is secured by a first mortgage on real estate. The outstanding balance on the first mortgage loan was \$1,432,500 and \$1,522,500 at September 30, 2015 and 2014, respectively.

CapEx Loan - Provides for advances up to \$1,000,000 during a draw period that expires on September 30, 2016. Proceeds were used to purchase fixed assets and make property improvements to real estate. Interest only is payable monthly during the draw period at one (1) month LIBOR rate plus 2.25%. The loan automatically converts to a five-year term loan with an amortization schedule of up to fifteen years at the conclusion of the draw period. There were no outstanding balances on the CapEx loan at September 30, 2015 and 2014.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

The CapEx loan is secured by a second mortgage on real estate and a blanket security interest in all assets of the Company.

Lines of Credit - Revolving lines of credit with a maximum borrowing of \$1,500,000. Interest only is payable monthly at one (1) month LIBOR rate plus 2.25%. The lines expire on September 30, 2016. There were no outstanding balances on the lines of credit at September 30, 2015 and 2014. The lines of credit are secured by a third mortgage on real estate, a blanket security interest in all assets of the Company and personal guarantees of partners of the Company.

The debt agreements of Manchester Manor Realty, LLP include certain restrictions requiring maintenance of certain financial ratios.

Long-term debt and capital lease obligations are as follows as of September 30, 2015 and 2014:

	2015	2014
Long-term debt	\$ 3,342,500	\$ 3,552,500
Capital lease obligations	-	27,671
	<u>3,342,500</u>	<u>3,580,171</u>
Less current maturities	210,000	237,671
	<u>\$ 3,132,500</u>	<u>\$ 3,342,500</u>

Principal maturities of notes payable for the five years subsequent to September 30, 2015 and thereafter are scheduled as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
2016	\$ 210,000
2017	210,000
2018	210,000
2019	210,000
2020	210,000
Thereafter	2,292,500
	<u>\$ 3,342,500</u>

Interest on the long-term debt and capital lease obligations amounted to \$87,069 and \$82,501 for the years ended September 30, 2015 and 2014, respectively.

Note 7 - Patient services revenue, net

The Company recognizes patient services revenue associated with services provided to patients who have Medicare, Medicaid and third-party coverage on the basis of contractual rates for the services rendered. For uninsured self-pay patients, the Company recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the Company's uninsured patients will be unable or unwilling to pay for services provided. Thus, the Company records a significant provision for uncollectible accounts related to uninsured patients in the period the services are provided.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Patient service revenue recognized in 2015 and 2014 from these major payor sources is as follows:

	2015	2014
Medicaid	\$ 4,410,931	\$ 4,362,449
Medicare	2,898,282	2,351,442
Other third-party payors	1,491,316	1,321,327
Private	3,480,813	4,080,675
	<u>\$ 12,281,342</u>	<u>\$ 12,115,893</u>

Medicaid and Medicare revenue is reimbursed to the Company at the net reimbursement rates determined by each program. Reimbursement rates are subject to revisions under the provision of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred.

Note 8 - Entrance fees

Entrance fees at September 30, 2015 and 2014 are as follows:

	2015	2014
Nonrefundable	\$ 1,877,284	\$ 560,868
Refundable (liability)	6,574,650	6,465,948
Refundable (deferred revenue)	-	33,476
	<u>\$ 8,451,934</u>	<u>\$ 7,060,292</u>

Nonrefundable fees are amortized into income over the estimated life expectancy of the resident. Entrance fees refundable upon reoccupancy (not limited to the proceeds of reoccupancy) are accounted for as a liability in the consolidated balance sheet. Entrance fees refundable upon reoccupancy (limited to the proceeds of reoccupancy) are accounted for as deferred revenue and amortized into income or expense based upon the remaining useful life of the facility, both on the straight-line method. Entrance fees amortized and reported in revenues totaled \$284,017 and \$94,729 for the years ended September 30, 2015 and 2014, respectively.

Note 9 - Vendor concentrations

The Company is dependent on two vendors that supply food and therapeutic services. Purchases from these vendors totaled \$2,077,930 and \$2,007,004 for the years ended September 30, 2015 and 2014, respectively.

Note 10 - Medical malpractice insurance

The Company maintains claims made medical malpractice insurance coverage providing coverage limits of \$1,000,000 per claim and a \$3,000,000 annual aggregate.

Arbors of Hop Brook Limited Partnership and Affiliates

Notes to Consolidated Financial Statements September 30, 2015 and 2014

Note 11 - Healthcare industry

Commitments and contingencies

The healthcare industry is subject to numerous laws and regulations of Federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Company is in compliance with fraud and abuse statutes as well as other applicable government laws and regulations. While no material regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time.

SUPPLEMENTARY INFORMATION

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidating Balance Sheets
September 30, 2015 and 2014**

<u>2015</u>	<u>The Arbors</u>	<u>Manchester Manor</u>	<u>Manchester Manor Realty</u>	<u>Eliminations</u>	<u>Consolidated</u>
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 984	\$ 333,103	\$ 158,807	\$ -	\$ 492,894
Accounts receivable, net	8,175	1,089,464	174,012	(174,012)	1,097,639
Entrance fees receivable	1,075,941	-	-	-	1,075,941
Resident funds	-	9,183	-	-	9,183
Prepaid expenses	-	60,659	-	-	60,659
Total current assets	<u>1,085,100</u>	<u>1,492,409</u>	<u>332,819</u>	<u>(174,012)</u>	<u>2,736,316</u>
Investments available-for-sale	6,196,125	954,816	-	-	7,150,941
Non-marketable equity securities	250,000	-	-	-	250,000
Due from related party	1,260,389	-	241,074	(1,260,389)	241,074
Restricted funds	875,451	-	-	-	875,451
Property and equipment, net	3,196,811	4,795,117	-	-	7,991,928
Deferred costs, net	25,826	-	22,764	-	48,590
Total assets	<u>\$ 12,889,702</u>	<u>\$ 7,242,342</u>	<u>\$ 596,657</u>	<u>\$ (1,434,401)</u>	<u>\$ 19,294,300</u>
<u>Liabilities and Equity (Deficit)</u>					
Current liabilities:					
Current portion of long-term debt	\$ 120,000	\$ -	\$ 90,000	\$ -	\$ 210,000
Accounts payable	312,533	1,376,283	-	(174,012)	1,514,804
Resident funds	-	9,183	-	-	9,183
Line of credit	1,250,000	-	-	-	1,250,000
Other current liabilities	270,532	340,707	1,525	-	612,764
Total current liabilities	<u>1,953,065</u>	<u>1,726,173</u>	<u>91,525</u>	<u>(174,012)</u>	<u>3,596,751</u>
Long-term liabilities:					
Long-term debt, less current portion	1,790,000	-	1,342,500	-	3,132,500
Due to related party	-	1,260,389	-	(1,260,389)	-
Entrance fees	8,451,934	-	-	-	8,451,934
Total liabilities	<u>12,194,999</u>	<u>2,986,562</u>	<u>1,434,025</u>	<u>(1,434,401)</u>	<u>15,181,185</u>
Equity (deficit)	<u>694,703</u>	<u>4,255,780</u>	<u>(837,368)</u>	<u>-</u>	<u>4,113,115</u>
Total liabilities and equity (deficit)	<u>\$ 12,889,702</u>	<u>\$ 7,242,342</u>	<u>\$ 596,657</u>	<u>\$ (1,434,401)</u>	<u>\$ 19,294,300</u>

<u>2014</u>	<u>The Arbors</u>	<u>Manchester Manor</u>	<u>Manchester Manor Realty</u>	<u>Eliminations</u>	<u>Consolidated</u>
<u>Assets</u>					
Current assets:					
Cash and cash equivalents	\$ 984	\$ 8,949	\$ 527,585	\$ -	\$ 537,518
Accounts receivable	1,333	1,281,081	34,500	(34,500)	1,282,414
Entrance fees receivable	117,500	-	-	-	117,500
Resident funds	-	9,183	-	-	9,183
Prepaid expenses	-	8,559	-	-	8,559
Total current assets	<u>119,817</u>	<u>1,307,772</u>	<u>562,085</u>	<u>(34,500)</u>	<u>1,955,174</u>
Restricted funds	921,031	-	-	-	921,031
Investments available-for-sale	7,047,643	1,064,269	-	-	8,111,912
Non-marketable equity securities	250,000	-	-	-	250,000
Due from related party	-	-	241,074	-	241,074
Property and equipment	3,344,860	2,739,603	-	-	6,084,463
Deferred costs, net	30,191	-	26,611	-	56,802
Total assets	<u>\$ 11,713,542</u>	<u>\$ 5,111,644</u>	<u>\$ 829,770</u>	<u>\$ (34,500)</u>	<u>\$ 17,620,456</u>
<u>Liabilities and Equity (Deficit)</u>					
Current liabilities:					
Current portion of long-term debt	\$ 127,653	\$ 20,018	\$ 90,000	\$ -	\$ 237,671
Accounts payable	238,987	1,229,487	-	(34,500)	1,433,974
Resident funds	-	9,183	-	-	9,183
Other current liabilities	287,917	365,179	1,572	-	654,668
Total current liabilities	<u>654,557</u>	<u>1,623,867</u>	<u>91,572</u>	<u>(34,500)</u>	<u>2,335,496</u>
Long-term liabilities:					
Long-term debt, less current portion	1,910,000	-	1,432,500	-	3,342,500
Entrance fees	7,060,292	-	-	-	7,060,292
Total liabilities	<u>9,624,849</u>	<u>1,623,867</u>	<u>1,524,072</u>	<u>(34,500)</u>	<u>12,738,288</u>
Equity (deficit)	<u>2,088,693</u>	<u>3,487,777</u>	<u>(694,302)</u>	<u>-</u>	<u>4,882,168</u>
Total liabilities and equity (deficit)	<u>\$ 11,713,542</u>	<u>\$ 5,111,644</u>	<u>\$ 829,770</u>	<u>\$ (34,500)</u>	<u>\$ 17,620,456</u>

See Independent Auditor's Report.

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidating Statements of Income
Years Ended September 30, 2015 and 2014**

	<u>The Arbors</u>	<u>Manchester Manor</u>	<u>Manchester Manor Realty</u>	<u>Eliminations</u>	<u>Consolidated</u>
<u>2015</u>					
Revenues:					
Patient service revenue, net of contractual allowances	\$ -	\$ 13,322,001	\$ -	\$ (1,040,659)	\$ 12,281,342
Provision for uncollectible accounts	-	257,862	-	-	257,862
Net patient service revenue	-	13,064,139	-	(1,040,659)	12,023,480
Resident fees	4,101,196	-	-	-	4,101,196
Earned entrance fees	284,017	-	-	-	284,017
Rental income	-	-	522,037	(522,037)	-
Total revenues	<u>4,385,213</u>	<u>13,064,139</u>	<u>522,037</u>	<u>(1,562,696)</u>	<u>16,408,693</u>
Expenses:					
Direct costs	4,021,956	10,885,348	32,583	(1,040,659)	13,899,228
General and administrative	736,683	1,218,397	3,754	-	1,958,834
Depreciation and amortization	575,169	264,037	3,847	-	843,053
Rent	-	522,037	-	(522,037)	-
Total expenses	<u>5,333,808</u>	<u>12,889,819</u>	<u>40,184</u>	<u>(1,562,696)</u>	<u>16,701,115</u>
Income (loss) from operations	(948,595)	174,320	481,853	-	(292,422)
Loss on sale of fixed assets	(257)	(1,239)	-	-	(1,496)
Investment income	517,403	73,891	-	-	591,294
Net realized gains on investments available-for-sale	<u>136,516</u>	<u>66,470</u>	<u>-</u>	<u>-</u>	<u>202,986</u>
Net income (loss)	<u>\$ (294,933)</u>	<u>\$ 313,442</u>	<u>\$ 481,853</u>	<u>\$ -</u>	<u>\$ 500,362</u>
<u>2014</u>					
Revenues:					
Patient service revenue, net of contractual allowances	\$ -	\$ 13,326,745	\$ -	(1,210,852)	\$ 12,115,893
Provision for uncollectible accounts	-	222,504	-	-	222,504
Net patient service revenue	-	13,104,241	-	(1,210,852)	11,893,389
Resident fees	4,298,378	-	-	-	4,298,378
Earned entrance fees	94,729	-	-	-	94,729
Rental income	-	-	414,000	(414,000)	-
Total revenues	<u>4,393,107</u>	<u>13,104,241</u>	<u>414,000</u>	<u>(1,624,852)</u>	<u>16,286,496</u>
Expenses:					
Direct costs	4,068,290	10,711,608	34,269	(1,210,852)	13,603,315
General and administrative	851,475	1,178,663	5,980	-	2,036,118
Depreciation and amortization	570,391	273,477	3,744	-	847,612
Rent	-	414,000	-	(414,000)	-
Total expenses	<u>5,490,156</u>	<u>12,577,748</u>	<u>43,993</u>	<u>(1,624,852)</u>	<u>16,487,045</u>
Income (loss) from operations	(1,097,049)	526,493	370,007	-	(200,549)
Investment income	170,933	27,530	-	-	198,463
Net realized gains on investments available for sale	<u>163,802</u>	<u>100,231</u>	<u>-</u>	<u>-</u>	<u>264,033</u>
Net income (loss)	<u>\$ (762,314)</u>	<u>\$ 654,254</u>	<u>\$ 370,007</u>	<u>\$ -</u>	<u>\$ 261,947</u>

See Independent Auditor's Report.

Arbors of Hop Brook Limited Partnership and Affiliates

**Consolidating Statements of Cash Flows
Years Ended September 30, 2015 and 2014**

	The Arbors	Manchester Manor	Manchester Manor Realty	Eliminations	Consolidated
2015					
Operating activities:					
Net income (loss)	\$ (294,933)	\$ 313,442	\$ 481,853	\$ -	\$ 500,362
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:					
Depreciation and amortization	570,804	264,037	-	-	834,841
Amortization of deferred costs	4,365	-	3,847	-	8,212
Provision for uncollectible accounts	-	257,862	-	-	257,862
Earned entrance fees	(284,017)	-	-	-	(284,017)
Net realized gain on investments available-for-sale	(136,516)	(66,470)	-	-	(202,986)
Changes in operating assets and liabilities:					
Accounts receivable	(6,842)	(66,245)	(139,512)	139,512	(73,087)
Due from related party	(1,260,389)	-	-	1,260,389	-
Entrance fees receivable	(958,441)	-	-	-	(958,441)
Prepaid expenses	-	(52,100)	-	-	(52,100)
Accounts payable	73,546	146,796	-	(139,512)	80,830
Due to related party	-	1,260,389	-	(1,260,389)	-
Other current liabilities	(17,385)	(24,472)	(47)	-	(41,904)
Net cash provided by (used in) operating activities	(2,309,808)	2,033,239	346,141	-	69,572
Investing activities:					
Change in restricted funds	45,580	-	-	-	45,580
Purchases of property and equipment	(422,755)	(2,319,551)	-	-	(2,742,306)
Proceeds from sales of investments available-for-sale	1,365,499	1,505,834	-	-	2,871,333
Purchases of investments available-for-sale	(1,394,413)	(1,545,698)	-	-	(2,940,111)
Net cash used in investing activities	(406,089)	(2,359,415)	-	-	(2,765,504)
Financing activities:					
Capital contributions	575,778	760,020	-	-	1,335,798
Capital distributions	(657,887)	(89,672)	(624,919)	-	(1,372,478)
Proceeds from resident entrance fees	2,343,086	-	-	-	2,343,086
Proceeds from line of credit	1,250,000	-	-	-	1,250,000
Refunds of resident entrance fees	(667,427)	-	-	-	(667,427)
Payments on capital lease obligations	(7,653)	-	-	-	(7,653)
Payments on long-term debt	(120,000)	(20,018)	(90,000)	-	(230,018)
Net cash provided by (used in) financing activities	2,715,897	650,330	(714,919)	-	2,651,308
Net increase (decrease) in cash and cash equivalents	-	324,154	(368,778)	-	(44,624)
Cash and cash equivalents, beginning of year	984	8,949	527,585	-	537,518
Cash and cash equivalents, end of year	<u>\$ 984</u>	<u>\$ 333,103</u>	<u>\$ 158,807</u>	<u>\$ -</u>	<u>\$ 492,894</u>
2014					
Operating activities:					
Net income (loss)	\$ (762,314)	\$ 654,254	\$ 370,007	\$ -	\$ 261,947
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:					
Depreciation and amortization	566,026	273,477	-	-	839,503
Amortization of deferred costs	4,365	-	3,744	-	8,109
Provision for uncollectible accounts	-	222,504	-	-	222,504
Earned entrance fees	(94,729)	-	-	-	(94,729)
Net realized gains on investments available for sale	(163,802)	(100,231)	-	-	(264,033)
Changes in operating assets and liabilities:					
Accounts receivable	4,378	113,389	(34,500)	-	83,267
Due from related party	-	(14,000)	14,000	-	-
Entrance fees receivable	30,740	-	-	-	30,740
Prepaid expenses	-	(3,265)	-	-	(3,265)
Deposits	1,833	-	-	-	1,833
Accounts payable	(245,071)	274,187	-	-	29,116
Other current liabilities	33,725	3,015	(143)	-	36,597
Net cash provided by (used in) operating activities	(624,849)	1,423,330	353,108	-	1,151,589
Investing activities:					
Change in restricted funds	(139,882)	-	-	-	(139,882)
Purchases of property and equipment	(369,506)	(528,807)	-	-	(898,313)
Proceeds from sales of investments available-for-sale	411,278	437,144	-	-	848,422
Purchases of investments available-for-sale	(535,749)	(441,370)	-	-	(977,119)
Net cash used in investing activities	(633,859)	(533,033)	-	-	(1,166,892)
Financing activities:					
Capital contributions	1,384,677	1,535	-	-	1,386,212
Capital distributions	(515,247)	(962,235)	-	-	(1,477,482)
Proceeds from resident entrance fees	1,758,042	-	-	-	1,758,042
Refunds of resident entrance fees	(1,259,990)	-	-	-	(1,259,990)
Payments on capital lease obligations	(13,192)	(23,084)	-	-	(36,276)
Payments on long-term debt	(120,000)	-	(90,000)	-	(210,000)
Net cash provided by (used in) financing activities	1,234,290	(983,784)	(90,000)	-	160,506
Net increase (decrease) in cash and cash equivalents	(24,418)	(93,487)	263,108	-	145,203
Cash and cash equivalents, beginning of year	25,402	102,436	264,477	-	392,315
Cash and cash equivalents, end of year	<u>\$ 984</u>	<u>\$ 8,949</u>	<u>\$ 527,585</u>	<u>\$ -</u>	<u>\$ 537,518</u>

**Arbors of Hop Brook Limited Partnership and Affiliates
Manchester Manor Health Care Center**

**Schedules of Patient Days
Years Ended September 30, 2015 and 2014**

Payor Source

	<u>2015</u>	<u>2014</u>
Medicaid	21,093	22,595
Private	12,128	12,564
Medicare	<u>7,005</u>	<u>6,453</u>
Total patient days	<u>40,226</u>	<u>41,612</u>
Occupancy rate	87%	90%

Historic Entrance Fees and Monthly Fees 2015-2016

	2015		2016	
Entrance Fee	Declining Balance		Declining Balance	
Studio	\$	54,500.00	\$	54,500.00
1 Bedroom "A"	\$	70,500.00	\$	70,500.00
1 Bedroom "B"	\$	73,500.00	\$	73,500.00
1 Bedroom/1.5 Bath "C"	\$	79,500.00	\$	79,500.00
2 Bedroom/2 Bath	\$	105,500.00	\$	105,500.00
Second Person	\$	12,000.00	\$	12,000.00

	2015		2016	
Entrance Fee	50% Refundable		50% Refundable	
Studio	\$	84,475.00	\$	84,475.00
1 Bedroom "A"	\$	109,275.00	\$	109,275.00
1 Bedroom "B"	\$	113,925.00	\$	113,925.00
1 Bedroom/1.5 Bath "C"	\$	123,225.00	\$	123,225.00
2 Bedroom/2 Bath	\$	163,525.00	\$	163,525.00
Second Person	\$	12,000.00	\$	12,000.00

	2015		2016	
Entrance Fee	90% Refundable		90% Refundable	
Studio	\$	164,726.00	\$	164,726.00
1 Bedroom "A"	\$	213,086.00	\$	213,086.00
1 Bedroom "B"	\$	222,154.00	\$	222,154.00
1 Bedroom/1.5 Bath "C"	\$	240,289.00	\$	240,289.00
2 Bedroom/2 Bath	\$	318,874.00	\$	318,874.00
Second Person	\$	12,000.00	\$	12,000.00

	2015		2016	
Monthly Fee				
Studio	\$	1,850.00	\$	1,960.00
1 Bedroom "A"	\$	2,150.00	\$	2,280.00
1 Bedroom "B"	\$	2,250.00	\$	2,380.00
1 Bedroom/1.5 Bath "C"	\$	2,450.00	\$	2,590.00
2 Bedroom/2 Bath	\$	2,950.00	\$	3,130.00
Second Person	\$	750.00	\$	875.00

ARBORS OF HOP BROOK LIMITED PARTNERSHIP

**BUDGETED THREE YEAR ASSUMPTIONS
STATEMENTS OF CHANGES IN REVENUES AND EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30**

	BUDGET 2016	BUDGET 2017	BUDGET 2018
<u>Assumptions for Arbors of Hop Brook</u>			
REVENUE			
Monthly fee increased each year by	3.0%	3.0%	3.0%
Ancillary revenue increased each year by	4.0%	4.0%	4.0%
CCRC related revenue increased each year by	1.0%	1.0%	1.0%
Earned entrance fee increased by	3.5%	3.5%	3.5%
EXPENSES			
Salaries increased each year by	2.0%	2.0%	2.0%
Employee benefits increased each year by	0.0%	0.0%	0.0%
Non-salary expenses increased each year by	2.0%	2.0%	2.0%
Rent increased each year by	0.0%	0.0%	0.0%
Depreciation increased each year by	8.0%	8.0%	8.0%
Return on investments increased each year by	4.0%	4.0%	4.0%
Percent of occupancy	52.68%	52.68%	52.68%
Units Occupied	59	59	59
Sales of units each year	3.3	3.8	4.0

Assumptions for Manchester Manor Health Care Center

REVENUE			
Rate Increases:			
Medicaid	0.0%	0.0%	2.0%
Lifecare	4.0%	3.0%	3.0%
Private	4.0%	4.0%	4.0%
Medicare	0.0%	0.0%	2.0%
Managed Care	4.0%	4.0%	4.0%
Patient Day Mix			
Medicaid	43.6%	43.6%	43.6%
Lifecare	5.8%	5.8%	5.8%
Private	12.3%	12.3%	12.3%
Diversions	0.2%	0.2%	0.2%
Medicare	15.8%	15.8%	15.8%
<u>Managed Care</u>	<u>7.2%</u>	<u>7.2%</u>	<u>7.2%</u>
Total occupancy	85.0%	85.0%	85.0%
Vacancy	15.0%	15.0%	15.0%
Total	100.0%	100.0%	100.0%
EXPENSES			
Salaries increased each year by	2.0%	2.0%	2.0%
Employee benefits increased each year by	0.0%	0.0%	0.0%
Non-salary expenses increased each year by	2.0%	2.0%	2.0%
Rent increased each year by	0.0%	0.0%	0.0%
Depreciation increased each year by	8.0%	8.0%	8.0%
Return on investments increased each year by (most of investment is bonds)	4.0%	4.0%	4.0%

ARBORS OF HOP BROOK LIMITED PARTNERSHIP AND AFFILIATE

Balance Sheet

September 30

	ACTUAL 2015	BUDGET 2016	BUDGET 2017	BUDGET 2018
<u>Assets</u>				
Current Assets:				
Cash and cash equivalents	\$ 492,894	\$ 484,705	\$ 469,621	\$ 426,398
Restricted funds	875,451	910,469	946,888	984,763
Accounts receivable	1,097,639	1,141,545	1,187,206	1,234,695
Entrance fees receivable	1,075,941	1,118,979	1,163,738	1,210,287
Prepaid expenses	<u>60,659</u>	<u>63,085</u>	<u>65,609</u>	<u>68,233</u>
Total current assets	3,602,584	3,718,783	3,833,061	3,924,376
Investments available for sale	7,400,941	7,131,000	7,159,339	7,491,156
Property and equipment:				
Land and improvements	1,565,304	1,565,304	1,565,304	1,565,304
Building and improvements	19,038,266	19,238,266	19,438,266	19,638,266
Equipment	4,874,937	5,274,937	5,674,937	6,074,937
Automotive equipment	<u>213,333</u>	<u>213,333</u>	<u>213,333</u>	<u>213,333</u>
Total property and equipment	25,691,840	26,291,840	26,891,840	27,491,840
Less accumulated depreciation	<u>(17,699,912)</u>	<u>(18,610,409)</u>	<u>(19,593,746)</u>	<u>(20,655,750)</u>
Plus Construction in Progress	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net property and equipment	7,991,928	7,681,431	7,298,094	6,836,090
Long-term assets:				
Loans receivable - affiliates	241,074	241,074	241,074	241,074
Deferred costs, net	48,590	46,344	42,779	39,779
Resident funds	9,183	9,550	9,932	10,330
Deposits	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total long-term assets	<u>298,847</u>	<u>296,968</u>	<u>293,785</u>	<u>291,183</u>
Total assets	<u>\$ 19,294,300</u>	<u>\$ 18,828,182</u>	<u>\$ 18,584,279</u>	<u>\$ 18,542,805</u>
<u>Liabilities and Equity</u>				
Current Liabilities:				
Current portion of long-term debt	\$ 210,000	\$ 120,000	\$ 120,000	\$ 120,000
Accounts payable	1,514,804	1,575,396	1,638,412	1,703,948
Other current liabilities	612,764	637,275	662,766	689,276
Line of credit	1,250,000	1,250,000	1,250,000	1,250,000
Resident Funds	<u>9,183</u>	<u>9,550</u>	<u>9,932</u>	<u>10,330</u>
Total current liabilities	3,596,751	3,592,221	3,681,110	3,773,554
Long-term liabilities:				
Loans payable - affiliates	-	-	-	-
Obligation under interest rate swap	-	-	-	-
Long-term debt, less current portion	3,132,500	3,012,500	2,892,500	2,772,500
Unearned entrance fees	<u>8,451,934</u>	<u>8,014,246</u>	<u>7,932,020</u>	<u>7,918,095</u>
Total liabilities	15,181,185	14,618,967	14,505,630	14,464,149
Equity:				
Partners' capital				
Capital	4,956,438	4,712,478	4,273,575	3,951,763
Accumulated other comprehensive income (loss)	<u>(5,955)</u>	<u>114,104</u>	<u>192,443</u>	<u>274,260</u>
Total partners' capital	4,950,483	4,826,582	4,466,018	4,226,024
Noncontrolling interest	<u>(837,368)</u>	<u>(617,368)</u>	<u>(387,368)</u>	<u>(147,368)</u>
Total equity	<u>4,113,115</u>	<u>4,209,214</u>	<u>4,078,650</u>	<u>4,078,656</u>

ARBORS OF HOP BROOK LIMITED PARTNERSHIP AND AFFILIATE

Statements of Operations and Comprehensive Income (Loss)

September 30

	ACTUAL 2015	BUDGET 2016	BUDGET 2017	BUDGET 2018
Revenues:				
Net patient service revenue	\$ 12,023,480	\$ 13,129,591	\$ 13,197,837	\$ 13,565,238
Resident Fees	4,101,196	4,139,581	4,259,826	4,383,564
Earned entrance fes	284,017	129,688	134,227	138,925
Total revenues	<u>16,408,693</u>	<u>17,398,860</u>	<u>17,591,890</u>	<u>18,087,727</u>
Expenses:				
Administrative and general	1,958,834	2,142,565	2,185,417	2,229,125
Employee benefits	1,806,091	1,768,402	1,768,402	1,768,402
Plant operations and maintenance	1,866,732	1,862,681	1,899,934	1,937,933
Nursing	5,637,863	6,027,640	6,148,193	6,271,157
Activities	241,530	239,025	243,805	248,681
Food service	1,861,148	1,749,786	1,784,781	1,820,477
Laundry	136,336	113,427	115,696	118,009
Housekeeping	311,418	358,431	365,600	372,912
Medicare	387,202	359,010	366,190	373,514
Rehabilitative services	1,021,866	993,937	1,013,816	1,034,092
Other services	501,642	498,383	508,351	518,518
Depreciation and amortization	843,053	912,743	986,902	1,065,004
Insurance	40,331	97,220	99,164	101,148
Interest expense	87,069	81,599	78,473	75,347
Total expenses	<u>16,701,115</u>	<u>17,204,848</u>	<u>17,564,723</u>	<u>17,934,318</u>
Income from operations	<u>(292,422)</u>	<u>194,012</u>	<u>27,167</u>	<u>153,408</u>
Other income (expense):				
Investment income	591,294	222,028	213,930	214,780
Gain on sale of property and equipment	(1,496)			
Net realized gains (losses) on investment securities	202,986	60,000	50,000	50,000
Total other income (expense)	<u>792,784</u>	<u>282,028</u>	<u>263,930</u>	<u>264,780</u>
Net Income (loss)	500,362	476,040	291,097	418,189
Less: net income attributable to noncontrolling interest	481,853	220,000	230,000	240,000
Net income (loss) attributable to Arbors of Hop Brook LP	<u>\$ 18,509</u>	<u>\$ 256,040</u>	<u>\$ 61,097</u>	<u>\$ 178,189</u>
Comprehensive income (loss):				
Net income (loss)	\$ 500,362	\$ 476,040	\$ 291,097	\$ 418,189
Other comprehensive income (loss):				
Unrealized holding gains (losses) arising during the period	(1,029,749)	133,864	128,339	131,817
Unrealized gain (loss) on derivative financial instrument	-	46,195	-	-
Less: reclassification adjustment for gains (losses) included in net income (loss)	(202,986)	(60,000)	(50,000)	(50,000)
Total other comprehensive income	<u>(1,232,735)</u>	<u>120,059</u>	<u>78,339</u>	<u>81,817</u>
Comprehensive income (loss)	(732,373)	596,099	369,435	500,006
Less: comprehensive income attributable to noncontrolling interest	481,853	266,195	230,000	240,000

ARBORS OF HOP BROOK LIMITED PARTNERSHIP AND AFFILIATE

Statements of Changes in Equity

September 30

	ACTUAL 2015	BUDGET 2016	BUDGET 2017	BUDGET 2018
Beginning Balance	\$ 4,882,168	\$ 4,113,115	\$ 4,209,214	\$ 4,078,650
Net income (loss)	500,362	476,040	291,097	418,189
Other comprehensive income	(1,232,735)	120,059	78,339	81,817
Capital contributions	1,335,798	-	-	-
Capital distributions	(1,372,478)	(500,000)	(500,000)	(500,000)
Ending Balance	<u>\$ 4,113,115</u>	<u>\$ 4,209,214</u>	<u>\$ 4,078,650</u>	<u>\$ 4,078,656</u>

ARBORS OF HOP BROOK LIMITED PARTNERSHIP AND AFFILIATE

Statements of Cash Flows

September 30

	ACTUAL	BUDGET	BUDGET	BUDGET
	2015	2016	2017	2018
Cash flows from operating activities:				
Net income (loss)	\$ 500,362	\$ 476,040	\$ 291,097	\$ 418,189
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Depreciation and amortization	834,841	912,743	986,902	1,065,004
Earned entrance fee (income) expense	(284,017)	(129,688)	(134,227)	(138,925)
Amortization of deferred costs	8,212			
Net realized (gains) losses on investment securities	(202,986)	(60,000)	(50,000)	(50,000)
Decrease in Resident Funds	-	(367)	(382)	(397)
Deferred Financing Fees	-	-	-	-
(Increase) decrease in:				
Restricted funds	45,580	(35,018)	(36,419)	(37,876)
Accounts receivable	139,195	(43,906)	(45,662)	(47,488)
Entrance fee receivable	(958,441)	(43,038)	(44,759)	(46,550)
Prepaid expenses	(52,100)	(2,426)	(2,523)	(2,624)
Deposits	-	-	-	-
Increase (decrease) in:				
Accounts payable	80,830	60,592	63,016	65,536
Other current liabilities	(41,904)	24,511	25,491	26,511
Resident Funds	-	367	382	397
	<u>69,572</u>	<u>1,159,811</u>	<u>1,052,916</u>	<u>1,251,777</u>
Net cash provided by operating activities				
Cash flows from investing activities:				
Purchase of property and equipment	(2,742,306)	(600,000)	(600,000)	(600,000)
Net (purchases) sales of investments	<u>(23,198)</u>	<u>450,000</u>	<u>100,000</u>	<u>(200,000)</u>
Net cash used in investing activities	<u>(2,765,504)</u>	<u>(150,000)</u>	<u>(500,000)</u>	<u>(800,000)</u>
Cash flows provided by financing activities:				
Capital contributions	1,335,798	-	-	-
Capital distributions	(1,372,478)	(500,000)	(500,000)	(500,000)
Proceeds from line of credit	1,250,000	-	-	-
Proceeds from resident entrance fees	2,343,086	482,000	782,000	806,000
Refunds of resident entrance fees	(667,427)	(790,000)	(730,000)	(681,000)
Payments on capital lease obligations	(7,653)	-	-	-
Proceeds (payments) on long-term debt	(230,018)	(210,000)	(120,000)	(120,000)
Increase (decrease) in loans payable - affiliates	-	-	-	-
Increase in loans receivable - affiliates	-	-	-	-
	<u>2,651,308</u>	<u>(1,018,000)</u>	<u>(568,000)</u>	<u>(495,000)</u>
Net cash used in financing activities				
Net increase (decrease) in cash and cash equivalents	\$ (44,624)	\$ (8,189)	\$ (15,084)	\$ (43,223)
Cash and cash equivalents, beginning of year	<u>537,518</u>	<u>492,894</u>	<u>484,705</u>	<u>469,621</u>



415 Main Street
Reisterstown, MD 21136-1905

Phone: 410-833-4220
Fax: 410-833-4229

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December 2, 2015

Ms. Chante Drasdis
Director
Arbors of Hop Brook Limited Partnership
385 West Center Street
Manchester, CT 06040-4797

**Re: Arbors of Hop Brook Limited Partnership
Future Service Obligation
As of September 30, 2015**

Dear Chante:

At the request of management at Arbors of Hop Brook Limited Partnership (“Arbors”), CCRC Actuaries, LLC (“CCRC Actuaries”) performed a calculation of the Obligation to Provide Future Services and the Use of Facilities to Current Residents of Arbors in accordance with Chapter 14 of the American Institute of Certified Public Accountants (AICPA) Audit and Accounting Guide for Health Care Organizations (the Audit Guide).

In the course of our study we received the following information from Arbors:

- Current residential fees for entrance fees, monthly service fees and auxiliary fees;
- Prior year and current year budget information as well as the actual (interim financial statement);
- Long term debt schedule;
- Current unit configuration including number, approximate square footage and types of units for independent living and health center units; and
- Last year’s audited financial statements.

Our study was conducted in a manner consistent with the Code of Professional Conduct and Qualification Standards of the American Academy of Actuaries and the Standards and Practice of the Actuarial Standards Board.

Background

Arbors provides independent living care at the 112-unit independent living center and skilled nursing at the 126-bed Manchester Manor Health Center. Moving forward, residents will pay an entrance fee upon move-in that declines to either 90%, 50% or 0% upon death or withdrawal after their independent living unit is reoccupied. Formerly, residents paid an entrance fee upon move-in that was either 80% (Post FY04) or 90% (Pre FY05) refundable. In addition, there is a monthly fee associated with the 112 studios, one bedroom and two bedroom apartments. The new declining contracts offer no healthcare benefit such that residents will pay the private pay rate upon transfer to skilled nursing. If skilled nursing care is needed under the older contracts, the resident will continue to pay their current monthly fee upon transfer to Manchester Manor.

The AICPA released the Audit Guide on September 15, 1996 and provides the Standards for Continuing Care Retirement Communities pertaining to:

- Accounting for refund-reoccupancy and non-refundable entrance fees;
- Determining the future obligation to provide prepaid health services to current residents; and
- Accounting for the cost of acquiring initial CCRC contracts.

Analysis

The assumptions for the number of deaths, transfers to personal care and skilled nursing, and voluntary withdrawals are expressed in terms of the 1983A mortality table. These assumptions are presented in the following table:

Mortality and Morbidity Assumptions				
1983A Table Modifiers				
	Age			
	<u>Under 75</u>	<u>75-84</u>	<u>85-94</u>	<u>Over 95</u>
ILU Mortality	50%	50%	50%	50%
ILU Transfer to SNF	70	70	70	70
ILU Transfer to PCF	0	0	0	0
PCF Transfer to SNF	0	0	0	0
PCF Mortality	40	40	40	40
SNF Mortality	200	200	200	200

The assumptions used herein represent a single set of assumptions. The use of alternative assumptions may produce results that differ, perhaps materially, from the results presented here.

Unamortized Deferred Revenue

The Audit Guide states that nonrefundable entrance fees should be accounted for as deferred revenue. This deferred revenue should be amortized into income over future periods based on the estimated life of the resident or contract term, whichever is shorter. The period of amortization should be adjusted annually based on the actuarially determined estimated remaining life expectancy of each individual or joint and last survivor life expectancy of each group of residents occupying the same unit.

CCRC Actuaries' LifeCalc software was used to determine deferred revenue amounts as of September 30, 2015. The calculations were based on Arbors' resident census information and actuarially determined life expectancies. Life expectancies were calculated using actuarial methods and using the 1983A mortality table. The calculations recognize differences in age, sex, and health status among residents.

For residents entering the community during the fiscal year, the amount of deferred revenue amortized during the year ending September 30, 2015 is equal to the resident's nonrefundable entrance fee divided by the life expectancy determined for that year and multiplied by the fraction of the year that the resident lived at the facility. The amount of unamortized deferred revenue as of September 30, 2015 for residents who entered the community during the fiscal year is equal to the nonrefundable entrance fees paid less the related deferred revenue amortized during the year.

CCRC Actuaries has calculated the unamortized deferred revenue attributable to nonrefundable fees as of September 30, 2015 as \$1,877,284. The amount amortized during Fiscal Year 2015 was calculated as \$226,303. Per the Audit Guide, upon death or withdrawal, any remaining unamortized deferred revenue is to be released into income. The amount released into income during Fiscal Year 2015 was \$57,714.

The Audit Guide now states that entrance fees refundable upon reoccupancy should no longer be accounted for as deferred revenue. This deferred revenue cannot be amortized into income over future periods based on the remaining useful life of the facility. CCRC Actuaries has calculated the unamortized deferred revenue attributable to refundable upon reoccupancy fees as of September 30, 2015 as \$0.

Obligation to Provide Future Services and the Use of Facilities to Current Residents (Future Service Obligation)

The Audit Guide states that the Future Service Obligation should be calculated annually in order to determine whether a liability should be reported in the financial statements. The liability related to continuing care contracts for each community equals:

- The present value of future net cash flows,
- Minus the balance of unamortized deferred revenue,
- Plus depreciation of facilities to be charged related to the contract,
- Plus unamortized costs of acquiring the related initial continuing care contracts.

Cash inflow includes revenue contractually committed to support the residents and inflow resulting from monthly fees including anticipated increases in accordance with contract terms. Cash outflow includes operating expenses, including interest and excluding selling expense, and general and administrative expenses.

To calculate the estimated amount of future net cash flow, we used a model to project cash flow over a 30-year period based on actuarial methods. The mortality and permanent transfer assumptions documented above were used to project the number of residents in the ILU and SNF each year. Based on these demographic projections, the amount of monthly fees received in each year are projected based on the fee and inflation assumptions.

Per diem fees from non-entrance fee paying residents were not included as cash inflow. Expenses were projected based on inflation and allocation assumptions, and the number of residents in the community during each year.

Per the Audit Guide, optional service income may be included as cash inflow with the exception of income relating to coffee shop and beauty shop services. We have included optional services of \$265,000 in Fiscal Year 2016 in the calculation of the Future Service Obligation.

The present value of cash outflow and inflow were determined for the community using a discount rate of 5.5%. The present value of cash inflow was then subtracted from the present value of the cash outflow to determine the net cash flow.

The amount of depreciation related to current residents was determined by calculating an estimate of the depreciation charge in each future year related to the number of current residents at Arbors. A level depreciation charge was assumed and allocated pro-rata among surviving current residents in each future year. These allocated charges in each future year were summed to determine the total amount of depreciation related to current residents.

The Audit Guide states that the cost of acquiring initial continuing care contracts that are expected to be recovered from future contract revenues should be capitalized. Per Arbors representatives, no costs of acquiring continuing care contracts have been amortized.

Results

Based on the above, the Future Service Obligation was determined to be approximately (\$3,884,000) as of September 30, 2015 as shown in the Appendix. Since this is a liability calculation, the negative result represents an asset or surplus.

As the Audit Guide specifies that a CCRC should only include a Future Service Obligation amount in financial statements if such amount is positive, Arbors' resulting Future Service Obligation amount for financial statement purposes as of September 30, 2015 is \$0.

The results of our study are based on estimates of the demographic and economic assumptions of the most likely outcome. Considerable uncertainty and variability are inherent in such estimates. Accordingly, the subsequent emergence of actual resident movements and of actual revenues and expenses may not conform to the assumptions used in our analysis. Consequently, the subsequent development of these items may vary considerably from expected.

Management should scrutinize future developments that may cause the Obligation to increase. These developments include higher apartment vacancy rates, higher expense inflation, and higher nursing care utilization and longer life expectancies at all levels of care than assumed in the current projection.

Should you have any questions or concerns regarding this information, please do not hesitate to contact our offices.

Respectfully,



Dave Bond, F.S.A., M.A.A.A.
Managing Partner
dave.bond@ccrcactuaries.com

APPENDIX

Arbors at Hop Brook

Future Service Obligation as of September 30, 2015

Present Value of Cash Flows	
Cash Outflows	\$18,732,000
<u>Cash Inflows</u>	<u>22,598,000</u>
Net Cash Outflows	<u>(3,866,000)</u>
Plus:	
Depreciation	<u>1,859,000</u>
Plus:	
Unamortized Initial Acquisition Costs	<u>0</u>
Minus:	
Unamortized Deferred Revenue	
Nonrefundable Fees	1,877,000
<u>Refundable Fees</u>	<u>0</u>
Total	1,877,000
Net Future Service Obligation	(\$3,884,000)

Since this is a liability calculation, the negative result represents an asset or surplus.



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Arbors of Hop Brook Limited Partnership

Statement of Actuarial Opinion December 8, 2015

I, Dave Bond, am a Fellow of the Society of Actuaries, a Member of the American Academy of Actuaries, the Managing Partner in the firm of CCRC Actuaries, LLC, and I meet the qualification standards to render Statements of Actuarial Opinion for continuing care retirement communities. I have been retained by Arbors of Hop Brook Limited Partnership (“Arbors”) to render a Statement of Actuarial Opinion in accordance with Section 17b-527 of the Regulations implementing the Continuing Care Statutes, regarding the following actuarial projections included in Arbors’ 2015 Annual Financial Filing:

- Exhibit I - Residential Turnover Rates
- Exhibit II - Average Age of Residents
- Exhibit III - Health Care Utilization Rates
- Exhibit IV - Occupancy Rates
- Exhibit V - Number of Health Care Admissions
- Exhibit VI - Days of Care
- Exhibit VII - Number of Permanent Transfers

Note: Both Lifecare and Rental residents are included in the projections.

I have examined the above items as shown in Arbors Annual Financial Filing. These items are attached to this Statement of Actuarial Opinion. In the course of my review, I have relied upon the accuracy and completeness of data and supporting documentation prepared by Arbors. In the course of my examination nothing came to my attention that causes me to believe that the underlying data information is unreasonable or inappropriate. In other respects, my examination included such review as I considered necessary of the data, methods, and underlying assumptions used by and the resulting actuarial projections reported by Arbors Retirement Community with respect to the above items as shown in Arbors’ 2015 Annual Financial Filing.

In my opinion, the above items as shown in Arbors’ 2015 Annual Financial Filing:

- are based upon methods which are consistent with sound actuarial principles and practices; and
- are based upon methods and underlying assumptions that appear reasonable and appropriate in this instance.

Should you have any questions or concerns regarding this information, please do not hesitate to contact our offices.

Respectfully,

Dave Bond, F.S.A., M.A.A.A.
Managing Partner

Residential Turnover Rates

The Independent Living Unit residential turnover rates for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
21.0%	8.7%	9.2%	9.6%	10.0%	10.2%

Average Age of Residents

The projected average age for the next five years for independent living residents is as follows:

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
87.9	88.0	88.0	88.0	88.1

Health Care Utilization Rates

Health care utilization rates, including admission rates and days per 100 residents by level of care for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

Year	Skilled Nursing Facility				<u>Days per 100 Residents</u>
	<u>Utilization Rate</u>		<u>Admission Rate</u>		
	<u>Patients</u>	<u>%</u>	<u>Patients</u>	<u>%</u>	
2015	10.5	8.8%	12.0	11.0%	3,221
2016	13.3	10.9%	17.6	16.0%	3,971
2017	17.7	13.6%	19.7	17.3%	4,955
2018	21.0	15.8%	19.6	17.3%	5,751
2019	23.5	17.3%	19.6	17.3%	6,325
2020	25.3	18.5%	19.5	17.3%	6,740

Occupancy Rates

Occupancy rates for independent living units for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Lifecare	54%	54%	54%	54%	54%	54%
Rental	32%	37%	37%	37%	37%	37%
Total	86%	91%	91%	91%	91%	91%

Number of Health Care Admissions

The number of health care admissions, by level of care, for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

<u>Year</u>	<u>Skilled Nursing</u>
2015	12.0
2016	17.6
2017	19.7
2018	19.6
2019	19.6
2020	19.5

Days of Care

The number of days of care, by level of care, for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

<u>Year</u>	<u>Skilled Nursing</u>
2015	3,833
2016	4,845
2017	6,472
2018	7,672
2019	8,562
2020	9,218

Number of Permanent Transfers

The number of permanent transfers to the skilled nursing or personal care facility for the most recently completed fiscal year are:

<u>Facility transferred to:</u>	<u>Transferring from:</u>	<u>Total</u>
Skilled Nursing	Independent Living 2	2

SECOND AMENDED AND RESTATED
ENTRANCE FEE ESCROW AGREEMENT

This Second Amended and Restated Entrance Fee Escrow Agreement (this “Agreement”), dated _____, by and between Arbors of Hop Brook Limited Partnership, a Connecticut limited partnership (formerly known as Arbors at Hop Brook Limited Partnership) with a principal place of business at 385 West Center Street, Manchester, Connecticut 06040-4797 (“Provider” or “Arbors”), and U.S. Bank National Association (as successor to Fleet Bank, N.A. and State Street Bank and Trust Company), a national banking association organized and existing under the laws of the United States of America, with a corporate trust office at Goodwin Square, 225 Asylum Street, 23rd Floor, Hartford, Connecticut 06103, solely in its capacity as escrow agent (the “Escrow Agent”), amends and restates that certain Amended and Restated Entrance Fee Escrow Agreement, dated January 29, 2002, by and between the Provider and State Street Bank and Trust Company, as escrow agent (the “First Amended Agreement”), which amended and restated that certain Entrance Fee Escrow Agreement, dated June 24, 1994, by and between the Provider and Fleet Bank, N.A., as escrow agent (the “Original Agreement”).

WITNESSETH:

WHEREAS, the Provider created an escrow account pursuant to the Original Agreement for the reasons set forth on Exhibit A attached hereto; and

WHEREAS, the Provider appointed Fleet Bank, N.A. as the escrow agent for such account pursuant to the Original Agreement, on the terms and conditions set forth therein; and

WHEREAS, the Provider and State Street Bank and Trust Company (“SSB”) entered into the First Amended Agreement to reflect, among other things, that SSB had succeeded to Fleet Bank, N.A., as the escrow agent; and

WHEREAS, the Provider wishes to amend the First Amended Agreement to (i) reflect the succession of the Escrow Agent to SSB as escrow agent, (ii) reflect the change in the Provider’s name, and (iii) make certain other revisions.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below, and for other valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent and Creation of Account. The Provider has deposited with the Escrow Agent those assets listed on Exhibit B attached hereto. The Provider hereby appoints the Escrow Agent as escrow agent hereunder and directs it to hold those assets described in said Exhibit B, together with any additional assets which may be deposited with the Escrow Agent from time to time to be held pursuant to this Agreement and all income earned from investment of the assets described in Exhibit B and any additions thereto collectively the “Escrow Assets”), in a separate account in the name of “Arbors of Hop Brook - Entrance Fee” (the “Entrance Fee Escrow Account”). The Entrance Fee Escrow Account shall be invested, administered and distributed in accordance with the terms set forth below.

2. Investment of Escrow Assets. The Escrow Assets shall be invested in accordance with the instructions set forth in Exhibit C attached hereto. Such instructions may be modified only by a written certificate executed by an authorized partner of the Provider and delivered to the Escrow Agent. The Escrow Agent shall make monthly accountings of such investments, the income received therefrom, and the then existing balance of the Entrance Fee Escrow Account to Paul T. Liistro, Managing Partner of the Provider and to the Controller of the Provider. It shall be the responsibility of the Escrow Agent to prepare the appropriate year-end tax documents for review and filing by the Provider.

3. Distributions from Escrow Account. The Escrow Agent shall make distributions from the Entrance Fee Escrow Account in accordance with the instructions set forth in Exhibit D attached hereto. Such instructions may be modified only by a written certificate executed by an authorized partner of the Provider, and delivered to the Escrow Agent. Notice of each disbursement from the Entrance Fee Escrow Account shall be provided to Paul T. Liistro, Managing Partner of the Provider and to the Controller of the Provider within seven (7) days of each such disbursement. Upon the final distribution of all of the Escrow Assets, this Agreement shall terminate and the Escrow Agent shall have no further obligations or liabilities hereunder.

4. Compensation of Escrow Agent. In consideration of the services provided by the Escrow Agent in the performance of its duties hereunder, the Provider agrees to reimburse the Escrow Agent for all costs and expenses incurred by it with respect to this Agreement, including reasonable fees of legal counsel and other consultants, and to further compensate the Escrow Agent in accordance with the fee arrangement described in Exhibit E attached hereto.

5. Limitation of Escrow Agent's Duties.

(a) The Provider acknowledges that the duties of the Escrow Agent hereunder are solely ministerial in nature, and have been requested for its convenience. Under no circumstances shall the Escrow Agent be under a duty, express or implied, to review, interpret or enforce the Residency Agreements or the Law (as defined in Exhibit A), or to determine the conformance of this Agreement or any action taken hereunder with the Law. The Escrow Agent shall not be deemed to be the agent of the Provider, or to have any legal or beneficial interest in any of the Escrow Assets. The parties agree that the Escrow Agent shall not be liable for any act or omission taken or suffered in good faith with respect to this Agreement unless such act or omission is the result of the gross negligence or willful misconduct of the Escrow Agent.

(b) The Escrow Agent may consult with legal counsel and shall be fully protected and incur no liability relative to any action or inaction taken in good faith in accordance with the advice of such counsel. The Escrow Agent shall have no responsibility for determining the genuineness or validity of any certificate, document, notice or other instrument or item presented to or deposited with it, and shall be fully protected in acting in accordance with any written instruction given to it by the Provider and reasonably believed by the Escrow Agent to have been signed by the proper representatives of such party.

(c) The Escrow Agent shall not be responsible for any losses relative to the investment or liquidation of the Escrow Assets, provided such Escrow Assets are invested and held in accordance with Section 2 above. The Escrow Agent further shall not be responsible for assuring that the Escrow Assets are sufficient for the disbursements contemplated under Section 3 above.

(d) The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to this Agreement unless requested to do so in writing by the Provider, and unless and until it is indemnified by the requesting party to the satisfaction of the Escrow Agent, in its sole discretion, against the cost and expense of such defense, including without limitation the reasonable fees and expenses of its legal counsel. If any conflicting demand shall be made upon the Escrow Agent, it shall not be required to determine the same or take any action thereon and may await settlement of the controversy by appropriate and nonappealable legal proceedings. Upon the commencement of any action against or otherwise involving the Escrow Agent with respect to this Agreement the Escrow Agent shall be entitled to interplead the matter of this escrow into a court of competent jurisdiction in the State of Connecticut and, in such event, the Escrow Agent shall be relieved of and discharged from any and all obligations and liabilities under this Agreement. In any such action, the Escrow Agent shall be entitled to the indemnities provided in Section 6 below.

6. Indemnification of Escrow Agent. The Provider holds harmless and indemnifies the Escrow Agent, its directors, officers, employees and agents from and against all obligations, liabilities, claims, suits, judgments, losses, damages, costs or expenses of any kind or nature, including without limitation reasonable attorneys' fees, which may be imposed on, incurred by, or asserted against the Escrow Agent in connection with or in any way arising out of this Agreement or the Escrow Agent's duties hereunder. The foregoing indemnities shall survive the resignation of the Escrow Agent or the termination of this Agreement. To the extent the Escrow Agent is entitled to indemnification hereunder and such indemnification is not timely paid, the Provider agrees that the Escrow Agent shall have - and hereby grants the Escrow Agent - a first lien for the payment of outstanding fees upon the Escrow Assets in the Entrance Fee Escrow Account.

7. Resignation of Escrow Agent. The Escrow Agent in its sole discretion may resign at any time and be discharged of its duties hereunder by giving thirty (30) days prior written notice to Provider, and which notice shall specify the date of such resignation. In the event The Provider fails to appoint a successor escrow agent and notify the Escrow Agent in writing of such appointment within thirty (30) days, the Escrow Agent shall be deemed to be solely a

custodian of the Entrance Fee Escrow Account without further duties hereunder, and shall be entitled to petition a court of competent jurisdiction to appoint a successor escrow agent. Upon the appointment of a successor escrow agent by the Provider or by such court, the Escrow Agent's duties and liabilities under this Agreement shall terminate. Any party into which Escrow Agent may merge or be consolidated, or any party to which Escrow Agent may sell all or substantially all of its corporate trust business shall be the escrow agent under this Agreement without further act.

8. Notices. All demands, notices and communications hereunder may be originally transmitted via facsimile and in all instances shall be confirmed or originally transmitted in writing and given prepaid, by hand-delivery, courier service or certified or registered United States mail, return receipt requested, and addressed to the party for whom intended, at the following addresses:

(a) If to the Provider:

Paul T. Liistro, Managing Partner
c/o Carriage House
385 West Center Street
Manchester, CT 060404797
Fax: (860) 645-0313

and

(b)

Controller
c/o Carriage House
385 West Center Street
Manchester, CT 060404797
Fax: (860) 645-0313

(c) If to the Escrow Agent:

U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services
Tel: (860) 241-6815
Fax (860) 241-6897

9. Governing Law and Severability. This Agreement shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Connecticut. The invalidity or unenforceability of any particular

provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

10. General Provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall not be modified or amended except by a written instrument executed by all parties hereto.

EXECUTED by the duly-authorized officers of the parties as of the date first above written.

ARBORS OF HOP BROOK LIMITED PARTNERSHIP

By _____
Paul T. Liistro, its
Managing Partner
duly authorized.

U.S. BANK NATIONAL ASSOCIATION, solely as Escrow
Agent

By _____,
Susan C. Merker, its
Vice President
duly authorized.

EXHIBIT A to ESCROW AGREEMENT

Factual Recitals

WHEREAS, Provider is the sponsor of a continuing-care retirement community (“Arbors of Hop Brook”) located at 403 West Center Street, Manchester, Connecticut 06040-4738, and as such is a “provider” within the meaning of Sections 17b-520 through 17b-535 of the Connecticut General Statutes (the “Law”); and

WHEREAS, in order to comply with Section 17b-524 of the Law and to protect residents or prospective residents of Arbors of Hop Brook, the Provider desires to establish an Entrance Fee Escrow Account with the Escrow Agent upon the terms described below for the purpose of maintaining an escrow account for the deposit of entrance fee payments (“Entrance Fees”) in compliance with the Law. Under no circumstances shall the Escrow Agent be under a duty, express or implied, to review, interpret or enforce the Residency Agreements or the Law, or to determine the conformance of this Agreement or any action taken hereunder with the Law.

EXHIBIT B to ESCROW AGREEMENT

Escrow Assets

1. **Deposits.** In accordance with Paragraph 1, Basic Agreement, of the Residency Agreement, Provider expects to receive from each Resident a portion of that Resident's Entrance Fee at the time of execution of the Residency Agreement and to receive from each Resident the balance of that Resident's Entrance Fee on or before the date Resident begins to reside at Arbors of Hop Brook. Provider will deposit with Escrow Agent all Entrance Fees received by Provider together with a copy of the signature page of each Residency Agreement signed by a Resident and Form 1 Entrance Fee Deposit within seventy-two (72) hours of receipt thereof by Provider.

2. **Income Earned.** The Escrow Assets will earn interest at the rate equal to the rate paid on the First American Treasury Obligations Fund -- ClassA. The Escrow Agent will be responsible for calculating and apportioning interest earned on the Escrow Assets to each individual prospective Resident submitting an Entrance Fee. Such interest income will be disbursed to such Resident at the time of the disbursement of the Escrow Assets as directed in writing by the Provider.

3. **Escrow Account.** The Escrow Agent shall maintain all such deposits made to the Entrance Fee Escrow Account separate and apart from any other funds of Resident or of Provider, although such deposits of Residents and prospective Residents may be commingled in the Entrance Fee Escrow Account. The Entrance Fee Escrow Account shall be maintained by the Escrow Agent for the benefit of the Residents.

EXHIBIT C to ESCROW AGREEMENT

Investment Instructions

Investments. The Escrow Agent shall invest all amounts held by it from time to time in such obligations of the United States or its agencies (or in shares of a registered investment company which holds a portfolio of such securities) or such certificates of deposit, savings accounts, or other savings or investment securities as Provider may from time to time direct in writing. No amounts held by the Escrow Agent pursuant to this Agreement may be invested in any building or health-care facility of any kind, or used for capital construction or improvements or for the purchase of real estate. No amounts held by the Escrow Agent pursuant to this Agreement shall be subordinated to other loans or commitments of the facility.

EXHIBIT D to ESCROW AGREEMENT

Disbursement Instructions

1. **Disbursements.** The Escrow Agent shall release any amounts then held by it in the Entrance Fee Escrow Account only in accordance with the terms set forth below and subject to Paragraph 6 of this Exhibit D.

2. **Disbursement When Resident Rescinds Within Thirty (30) Days.** Upon receipt by the Escrow Agent of written notice from the Provider, by registered or certified mail, accompanied by written certification as provided in Paragraph 6, pertaining to the election by the Resident to rescind and cancel his or her obligations under the Residency Agreement, the Escrow Agent shall, within five (5) business days, release from the Entrance Fee Escrow Account to the Resident, such portion of the Entrance Fee paid by such Resident as is indicated in the written certification of Provider. Under no circumstances shall the Escrow Agent be under a duty, express or implied, to review, interpret or enforce the Residency Agreements or the Law, or to determine the conformance of this Agreement or any action taken hereunder with the Law. The Escrow Agent shall promptly provide Provider with written notice of any such refund. Any Entrance Fees refundable to Resident pursuant to this Section 3.2, are hereinafter referred to as "Refundable Deposits."

3. **Disbursements When Resident Cancels For Any Other Reason.** In the event that the Resident cancels the Residency Agreement for any reason beyond thirty (30) days of signing the Residency Agreement, which may result in a refund of all or any portion of the Entrance Fee, the Escrow Agent shall, upon receipt of written notice thereof from the Provider by registered or certified mail accompanied by written certification as provided in Paragraph 6, return forthwith to the Resident the amount certified by Provider, as the amount required by such Resident's Residency Agreement to be reimbursed to the Resident (but in any event no less than such amount as is required by the Law). The Escrow Agent shall remit the balance of such Entrance Fee, if any, to the Provider.

4. **Disbursements to Operating Reserve Fund Escrow.** Upon written request of the Provider the Escrow Agent shall release amounts to the Operating Reserve Fund Escrow as described below. To protect residents and prospective residents of Arbors of Hop Brook and to comply with Section 17b-525 of the Law, the Provider has established the following additional reserve:

Operating Reserve Fund. The Provider has established an Operating Reserve Fund, to be administered pursuant to a separate Operating Reserve Fund Escrow Agreement with the Escrow Agent. Unless otherwise funded, such Operating Reserve shall be funded from the Entrance Fee Escrow Account in an amount equal to Six Hundred Forty Thousand Nine Hundred Eighty-Nine Dollars (\$640,989.00), as described. If the Provider has already funded the Operating Reserve as required by Connecticut law, any amounts released from the Entrance Fee Escrow Account, which would have so funded the Operating Reserve, shall be paid to the

Provider subject to re-certification of the minimum Operating Reserve Fund Escrow Account balance by Provider on Form 3 of this Agreement.

5. **Disbursements to Provider.** The Escrow Agent shall release amounts to the Provider in accordance with the following terms:

(a) Upon receipt by the Escrow Agent of written notice from Provider, stating that the previously occupied Living Unit to which the Entrance Fees relate is available for occupancy by the Resident, the Escrow Agent shall forthwith release to the Provider the balance of any Entrance Fees then deposited with the Escrow Agent pursuant to this Agreement for that Resident.

(b) Upon receipt by the Escrow Agent of written notice from the Provider, the Escrow Agent shall forthwith release to the Provider the aggregate of all interest earned on the Entrance Fee Escrow Account or such portion thereof as Provider desires released.

6. **Written Certification by Provider of Disbursements.** In any case in which the Provider believes that funds are required to be disbursed by the Escrow Agent hereunder, the Provider shall promptly give written certification to the Escrow Agent of the Provider's calculation of the amounts to be disbursed to Resident and/or Provider, as the case may be. The Escrow Agent shall not disburse any funds except in accordance with written certification of the Provider, which certification shall be given by written notice substantially in the form attached hereto: Form 2, Recisions (refer to Paragraphs 2 and 3); Form 3, Release of Deposit (refer to Paragraph 5). The Escrow Agent may rely conclusively on Provider's certification without independent investigation. Nothing in this Agreement shall be construed to impose upon the Escrow Agent an obligation to review, interpret or enforce the Residency Agreement or the Law.

EXHIBIT E to ESCROW AGREEMENT

Fee Arrangement

Per correspondence from Fleet Bank, N.A. dated February 4, 1994, on file.

**FORM I
ENTRANCE FEE DEPOSIT**

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with Section 2 of the Entrance Fee Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the “Arbors”), and U.S. Bank National Association, please deposit this entrance fee payment into the Entrance Fee Escrow Account established under the Agreement.

1. Date of Residency Agreement: _____
2. Amount: \$_____
3. Name(s) and Address on Residency Agreement:

4. Living Unit: _____
5. Copy of signature page of Residency Agreement attached.
6. Copy of W-9 verification of social security # of the Resident

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

**FORM 2
RECISION**

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with the Entrance Fee Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the "Arbors") and U.S. Bank National Association, this is to certify that the Resident identified below has rescinded his/her Residency Agreement and is entitled under the terms of the Residency Agreement and the Law (as defined in the Entrance Fee Escrow Agreement) to the refund shown as item 5 below. Please release from the Entrance Fee Escrow Account and deliver to the parties identified below the respective refunds shown as items 5 and 6 below.

1. Name(s) and Address on the Residency Agreement:

2. Amount of deposit: \$ _____
3. Plus Earned Interest \$ _____
4. Less Cancellation Cost \$ _____
5. Amount to be refunded to Resident \$ _____
6. Amount to be refunded to Arbors \$ _____

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

FORM 3
RELEASE OF DEPOSIT

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with Exhibit D, Paragraph 4 of the Entrance Fee Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the “Arbors”) and U.S. Bank National Association, please release from the Entrance Fee Escrow Account the Entrance Fee Deposit identified below to Arbors. This request for release of Deposits constitutes a certification that such release is in full compliance with the terms of the Residency Agreement described below and the Law (as defined in the Entrance Fee Escrow Agreement), and also serves as re-certification that the Operating Reserve Escrow balance is _____dollars (\$_____) and is fully funded according to the Law. The Living Unit referred to in the Residency Agreement described below is occupied by said Resident.

1. Amount to be released: \$ _____
2. Name(s) on Residency Agreement:

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

SECOND AMENDED AND RESTATED
OPERATING RESERVE FUND ESCROW AGREEMENT

This Second Amended and Restated Operating Reserve Fund Escrow Agreement (this “Agreement”), dated _____, by and between Arbors of Hop Brook Limited Partnership, a Connecticut limited partnership (formerly known as Arbors at Hop Brook Limited Partnership) with a principal place of business at 385 West Center Street, Manchester, Connecticut 06040-4797 (“Provider” or “Arbors”), and U.S. Bank National Association (as successor to Fleet Bank, N.A. and State Street Bank and Trust Company), a national banking association organized and existing under the laws of the United States of America, with a corporate trust office at Goodwin Square, 225 Asylum Street, 23rd Floor, Hartford, Connecticut 06103, solely in its capacity as escrow agent (the “Escrow Agent”), amends and restates that certain Amended and Restated Operating Reserve Fund Escrow Agreement, dated January 29, 2002 by and between the Provider and State Street Bank and Trust Company as escrow agent (the “First Amended Agreement”), which amended and restated that certain Operating Reserve Fund Escrow Agreement, dated June 24, 1994 by and between the Provider and Fleet Bank, N.A., as escrow agent (the “Original Agreement”).

WITNESSETH:

WHEREAS, the Provider created an escrow account pursuant to the Original Agreement for the reasons set forth on Exhibit A attached hereto; and

WHEREAS, the Provider appointed Fleet Bank, N.A. as the escrow agent for such account pursuant to the Original Agreement, on the terms and conditions set forth therein; and

WHEREAS, the Provider and State Street Bank and Trust Company (“SSB”) entered into the First Amended Agreement to reflect, among other things, that SSB had succeeded to Fleet Bank, N.A., as the escrow agent; and

WHEREAS, the Provider wishes to amend the First Amended Agreement to (i) reflect the succession of the Escrow Agent to SSB as escrow agent, (ii) reflect the change in the Provider’s name, and (iii) make certain other revisions.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth below, and for other valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent and Creation of Account. The Provider has deposited with the Escrow Agent those assets listed on Exhibit B attached hereto. The Provider hereby appoints the Escrow Agent as escrow agent hereunder and directs it to hold those assets described in said Exhibit B, together with any additional assets which may be deposited with the Escrow Agent from time to time to be held pursuant to this Agreement and all income earned from investment of assets described in Exhibit B and any additions thereto (collectively the “Escrow Assets”), in a separate account in the name of “Arbors of Hop Brook Operating Reserve” (the “Operating Reserve Fund Escrow Account”). The Operating Reserve Fund Escrow Account shall be invested, administered and distributed in accordance with the terms set forth below.

2. Investment of Escrow Assets. The Escrow Assets shall be invested in accordance with the instructions set forth in Exhibit C attached hereto. Such instructions may be modified only by a written certificate executed by an authorized partner of the Provider and delivered to the Escrow Agent. The Escrow Agent shall make monthly accountings of such investments, the income received therefrom, and the then existing balance of the Entrance Fee Escrow Account to Paul T. Liistro, Managing Partner of the Provider and to the Controller of the Provider. It shall be the responsibility of the Escrow Agent to prepare the appropriate year-end tax documents for review and filing by the Provider.

3. Distributions from Escrow Account. The Escrow Agent shall make distributions from the Operating Reserve Fund Escrow Account in accordance with the instructions set forth in Exhibit D attached hereto. Such instructions may be modified only by a written certificate executed by an authorized partner of the Provider and delivered to the Escrow Agent. Notice of each disbursement from the Operating Reserve Fund Escrow Account shall be provided to Paul T. Liistro, Managing Partner of the Provider and to the Controller of the Provider within seven (7) days of each such disbursement. Upon the final distribution of all of the Escrow Assets, this Agreement shall terminate and the Escrow Agent shall have no further obligations or liabilities hereunder.

4. Compensation of Escrow Agent. In consideration of the services provided by Escrow Agent in the performance of its duties hereunder, the Provider agrees to reimburse the Escrow Agent for all costs and expenses incurred by it with respect to this Agreement, including reasonable fees of legal counsel and other consultants, and to further compensate the Escrow Agent in accordance with the fee arrangement described in Exhibit E attached hereto.

5. Limitation of Escrow Agent’s Duties.

(a) The Provider acknowledges that the duties of the Escrow Agent hereunder are solely ministerial in nature, and have been requested for its convenience. Under no circumstances shall the Escrow Agent be under a duty, express or implied, to interpret the Law (as defined in Exhibit A), or to determine the conformance of the Agreement or any action taken hereunder with the Law. The Escrow Agent shall not be deemed to be the agent of the Provider, or to have any legal or beneficial interest in any of the Escrow Assets. The parties agree that the Escrow Agent shall not be liable for any act or omission taken or suffered in good faith with respect to this Agreement unless such act or omission is the result of the gross negligence or willful misconduct of the Escrow Agent.

(b) The Escrow Agent may consult with legal counsel and shall be fully protected and incur no liability relative to any action or inaction taken in good faith in accordance with the advise of such counsel. The Escrow Agent shall have no responsibility for determining the genuineness or validity of any certificate, document, or notice or other instrument or item presented to or deposited with it, and shall be fully protected in acting in accordance with any written instruction given to it by the Provider and reasonably believed by the Escrow Agent to have been signed by the proper representatives of such party.

(c) The Escrow Agent shall not be responsible for any losses relative to the investment or liquidation of the Escrow Assets, provided such Escrow Assets are invested and held in accordance with Section 2 above. The Escrow Agent further shall not be responsible for assuring that the Escrow Assets are sufficient for the disbursements contemplated under Section 3 above.

(d) The Escrow Agent shall not be required to institute legal proceedings of any kind. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to this Agreement unless requested to do so in writing by the Provider, and unless and until it is indemnified by the requesting party to the satisfaction of the Escrow Agent, in its sole discretion, against the cost and expense of such defense, including without limitation the reasonable fees and expenses of its legal counsel. If any conflicting demand shall be made upon the Escrow Agent, it shall not be required to determine the same or take any action thereon and may await settlement of the controversy by appropriate and nonappealable legal proceedings. Upon the commencement of any action against or otherwise involving the Escrow Agent with respect to this Agreement the Escrow Agent shall be entitled to interplead the matter of this escrow into a court of competent jurisdiction in the State of Connecticut and, in such event, the Escrow Agent shall be relieved of and discharged from any and all obligations and liabilities under this Agreement. In any such action, the Escrow Agent shall be entitled to the indemnities provided in Section 6 below.

6. Indemnification of Escrow Agent. The Provider holds harmless and indemnifies the Escrow Agent, its directors, officers, employees and agents from and against all obligations, liabilities, claims, suits, judgments, losses, damages, costs or expenses of any kind or nature, including without limitation reasonable attorneys' fees, which may be imposed on, incurred by, or asserted against the Escrow Agent in connection with or in any way arising out of this Agreement or the Escrow Agent's duties hereunder. The foregoing indemnities shall survive the resignation of the Escrow Agent or the termination of this Agreement. To the extent the Escrow Agent is entitled to indemnification hereunder and such indemnification is not timely paid, the Provider agrees that the Escrow Agent shall have - and hereby grants the Escrow Agent - a first lien for the payment of outstanding fees upon the Escrow Assets in the Operating Reserve Fund Escrow Account.

7. Resignation of Escrow Agent. The Escrow Agent in its sole discretion may resign at any time and be discharged of its duties hereunder by giving thirty (30) days prior written notice to the Provider, and which notice shall specify the date of such resignation. In the event the Provider fails to appoint a successor escrow agent and notify the Escrow Agent in writing of such appointment within thirty(30) days, the Escrow Agent shall be deemed to be

solely a custodian of the Operating Reserve Fund Escrow Account without further duties hereunder, and shall be entitled to petition a court of competent jurisdiction to appoint a successor escrow agent. Upon the appointment of a successor escrow agent by the Provider or by such court, the Escrow Agent's duties and liabilities under this Agreement shall terminate. Any party into which Escrow Agent may merge or be consolidated, or any party to which Escrow Agent may sell all or substantially all of its corporate trust business shall be the escrow agent under this Agreement without further act.

8. Notices. All demands, notices and communications hereunder may be originally transmitted via facsimile and in all instances shall be confirmed or originally transmitted and in writing and given prepaid, by hand delivery, courier service or certified or registered United States mail, return receipt requested, and addressed to the party for whom intended, at the following addresses:

(a) If to Provider:

Paul T. Liistro, Managing Partner
c/o Carriage House
385 West Center Street
Manchester, Connecticut 06040-4797
Fax: (860) 645-0313

and

(b) Controller:

c/o Carriage House
385 West Center Street
Manchester, Connecticut 06040-4797
Fax: (860) 645-0313

(c) If to the Escrow Agent:

U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services
Tel: (860) 241-6815
Fax (860) 241-6897

9. Governing Law and Severability. This Agreement shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Connecticut. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

10. General Provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall not be modified or amended except by a written instrument executed by all parties hereto.

EXECUTED by the duly-authorized officers of the parties as of the date first above written.

ARBORS OF HOP BROOK LIMITED PARTNERSHIP

By _____
Paul T. Liistro, its
Managing Partner
duly authorized.

U.S. BANK NATIONAL ASSOCIATION, solely as Escrow Agent

By _____,
Susan C. Merker, its
Vice President
duly authorized.

EXHIBIT A to OPERATING RESERVE FUND ESCROW AGREEMENT

Recitals

WHEREAS, Provider is the sponsor of a continuing-care retirement community (“Arbors of Hop Brook”) located in Manchester, Connecticut, and as such is a “provider” as codified in Sections 17b-520 through 17b-535 of the Connecticut General Statutes (the “Law”); and

WHEREAS, in order to comply with Section 17b-525a-c of the Law and to protect residents or prospective residents of Arbors of Hop Brook of Manchester, the Provider desires to establish an Operating Reserve Fund Escrow Account with the Escrow Agent upon the terms described below for the purpose of maintaining operating reserves for Arbors of Hop Brook in compliance with the Law.

EXHIBIT B to OPERATING RESERVE FUND ESCROW AGREEMENT

Escrow Assets

Deposits. On the earlier of (a) the date funds are released to the Operating Reserve Fund Escrow Account under paragraph 4 of Exhibit D of the Entrance Fee Escrow Agreement between the Provider and the Escrow Agent dated as of June 24, 1994, as amended (the “Entrance Fee Escrow Agreement”) or (b) the date Arbors of Hop Brook is first occupied by any resident, there shall be delivered to the Escrow Agent for deposit in the Operating Reserve Fund Escrow Account an amount equal to the amount of operating reserves required to be held in an escrow account under Section 17b-525-a-c, unless the Commissioner approves a lesser amount to be maintained by the Provider. On the date funds are released to the Operating Reserve Fund Escrow Account under paragraph 4 of Exhibit D of the Entrance Fee Escrow Agreement there shall be delivered to the Escrow Agent an amount necessary to result in the balance then held in the Operating Reserve Fund Escrow Account to be Six Hundred Forty Thousand Nine Hundred Eighty-Nine and 00/100 Dollars (\$640,989.00).

Commencing with the date of the Original Agreement and on or before the commencement of each fiscal year (October 1 - September 30), Provider will certify to the Escrow Agent the amount required to be maintained in the Operating Reserve Fund Escrow Account for such period, and there shall be delivered to the Escrow Agent for deposit in the Operating Reserve Fund Escrow Account an amount necessary to insure that the total funds then to be held in the Operating Reserve Fund Escrow Account will equal such amount so certified provided that reductions in the balance of the Operating Reserve Fund Escrow Account below such certified amount are permissible pursuant to Exhibit D of this Agreement. The certification to be provided is attached hereto as Form 1, Operating Reserve Balance.

EXHIBIT C to OPERATING RESERVE FUND ESCROW AGREEMENT

Investment Instructions

Investments. The Escrow Agent shall invest all amounts held by it from time to time in the Operating Reserve Fund Escrow Account in such obligations of the United States or its agencies (or in shares of a registered investment company which holds a portfolio of such securities) or such certificates of deposit, savings accounts, or other savings or investment securities as Provider may from time to time direct in writing. No amounts held by the Escrow Agent pursuant to this Agreement may be invested in any building or health-care facility of any kind, or used for capital construction or improvements or for the purchase of real estate. No amounts held by the Escrow Agent pursuant to this Agreement shall be subordinated to other loans or commitments of the Provider other than first mortgage loans or long-term financing obligations of the Provider, or pledged as collateral.

EXHIBIT D to OPERATING RESERVE FUND ESCROW ACCOUNT

Disbursement Instructions

Disbursements. The Escrow Agent shall release any amounts then held by it pursuant to this Agreement only in accordance with the following terms and subject to Section (d) below hereof:

(a) Upon receipt by the Escrow Agent of certification from Provider that the amount currently required under Section 17b-525a-c of the Law to be maintained in the Operating Reserve Fund Escrow Account is less than the current balance held in the Operating Reserve Fund Escrow Account, and upon confirmation of the current balance by Escrow Agent, the Escrow Agent shall distribute to the Provider upon written demand an amount equal to such excess.

(b) Upon written demand of Provider, the Escrow Agent shall promptly release to Provider up to one-twelfth (1/12) of the amount currently required under Section 17b-525a-c to be maintained in the Operating Reserve Fund Escrow Account as certified by the Provider; provided, however, that the Escrow Agent shall not make any release under this Section (b) more than once during any calendar month. The Escrow Agent shall notify the Commissioner of the Connecticut Department of Social Services if Escrow Assets so released are not replaced by Provider within one (1) year of their disbursement.

(c) Upon written demand of Provider, the Escrow Agent shall release to Provider such additional amounts as are authorized for release from time to time by the Commissioner of the Connecticut Department of Social Services as certified by the Provider. The Escrow Agent shall notify such Commissioner if Escrow Assets so released are not replaced by Provider with one (1) year.

(d) The Escrow Agent shall not disburse any Escrow Assets under the provisions above except in accordance with written certification of the Provider, which certification shall be given by written notice substantially in the form attached hereto: Form 2, Return of Excess Reserve (refer to Paragraph (a)); Form 3, Release of 1/12 of Reserve (refer to Paragraph (b)); Form 4, Release with State Authorization (refer to Paragraph (c)). The Escrow Agent may rely conclusively on Provider's certification without independent investigation.

EXHIBIT E to OPERATING RESERVE FUND ESCROW AGREEMENT

Fee Arrangement

Per correspondence from Fleet Bank, N.A. dated February 4, 1994, on file.

**FORM I
OPERATING RESERVE BALANCE**

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with Section 1 of the Operating Reserve Fund Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the “Arbors”) and U.S. Bank National Association, and as outlined in Section 17b-525a-c of the Law, this is to certify that, Arbors is required to maintain \$_____ to comply with the Law for _____.

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

FORM 2
RETURN OF EXCESS RESERVE

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with Section 3 (a) of the Operating Reserve Fund Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the “Arbors”) and U.S. Bank National Association, this is to certify that the current Operating Reserve Escrow Account balance required under Section 17b-525a-c of the Connecticut General Statutes for the period from _____ to _____ is \$ _____. This is less than the current Operating Reserve Fund Escrow Account balance of \$ _____. Please return the excess monies, an amount of \$ _____, to Arbors.

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

**FORM 3
RELEASE OF 1/12TH OF RESERVE**

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with Section 3(b) of the Operating Reserve Fund Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the “Arbors”), and U.S. Bank National Association, this is to request a release of Escrow Assets in the amount of \$ _____, which constitutes one-twelfth of the present balance of the Operating Reserve Escrow Account balance of \$ _____. This will be the only requested release of Escrow Assets from the Operating Reserve Fund Escrow Account during this calendar month.

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

**FORM 4
RELEASE WITH STATE AUTHORIZATION**

Date: _____

To: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103
Attention: Corporate Trust Services

In accordance with Section 3(c) of the Operating Reserve Fund Escrow Agreement entered into between Arbors of Hop Brook Limited Partnership (the “Arbors”) and U.S. Bank National Association, this is to certify that a release of \$ _____ from the Operating Reserve Fund Escrow Account has been authorized by the Commissioner of the Connecticut Department of Social Services (letter attached). Therefore, would you please release this amount to us pursuant to the terms of this Agreement.

As Managing Partner of Arbors, I am authorized to act on behalf of Arbors.

Sincerely,

Managing Partner

(Print)

**Designation of Beneficiary
To Receive Refund of Entrance Fee Upon Death**

In accordance with Paragraph 8.1 of the Basic Agreement entered into by and between me, _____, Arbors of Hop Brook, on _____, 20____, I hereby designate that the following individual(s) or trust receive any refund of my Entrance Fee that may be payable upon my death:

Individual(s) Beneficiary:

Name of Individual: 1st) _____ % of refund

Address: _____ City _____ Zip _____

Phone _____

2nd) Name _____ % of refund

Address _____ City/State _____ Zip _____

Phone _____

Or :

Name of Trust: _____

Date of Trust Agreement: _____

Type of Trust: _____

Name(s) of Original Trustees: _____

I understand that I may cancel, amend or revoke this designation of beneficiary at any time by filing written notice thereof with Arbors of Hop Brook prior to my death. If no designation of beneficiary is on file with Arbors of Hop Brook at the time of my death, I understand that any refund of my Entrance Fee will be paid to my estate.

Dated this ___ day of _____, 20 _____

Resident _____ Resident _____

Witness _____ Witness _____

Conspicuous Statement Agreement/Disclosure Acknowledgement and Receipt

Arbors of Hop Brook, a Continuing Care Retirement Community, hereby furnishes to you a copy of ARBORS OF HOP BROOK FACTS BOOK Version # Contract Year 2016, which is the current edition of our Disclosure Statement. The BASIC AGREEMENT section of the FACTS BOOK includes the form of contract under which Arbors provides continuing care. This document will be reviewed with you by a staff member of Arbors.

As a prospective resident, Arbors of Hop Brook hereby informs you that a continuing care contract is a financial investment. As Arbors' ability to meet the terms of our continuing care contracts depends upon our financial performance, your financial investment may be at risk. Your financial investment is not guaranteed by any federal or state agency. You are advised to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities before you sign a continuing care contract.

As a prospective resident, you must sign a Disclosure Acknowledgement and Receipt at least (10) days but not more than sixty (60) days before signing Arbors BASIC AGREEMENT included in the above referenced FACTS BOOK.

I/we hereby acknowledge receipt of ARBORS' FACTS BOOK:

_____ Prospective Resident's Signature	_____ Prospective Resident's Signature
<i>Print</i> Prospective Resident's Name	_____ <i>Print</i> Prospective Resident's Name
_____ Date	_____ Date

_____ Advisor/Consultant's Signature (If applicable)	_____ Arbors' Representative's Signature
<i>Print</i> Advisor/Consultant's Name	_____ <i>Print</i> Arbors' Representative's Name
_____ Date	_____ Date