



June 30, 2016

Mr. Richard Wysocki
Principal Cost Analyst
Office of CON & Rate Setting
State of Connecticut
Department of Social Services
55 Farmington Avenue
Hartford CT 06105

Dear Mr. Wysocki:

Whitney Center, Inc. d/b/a Thrive at Home with Whitney Center, encloses our Disclosure Documents as of June 30, 2016 for your review, in accordance with Sections 17b-520 through Section 17b-535 of the Connecticut General Statutes concerning the Management of Continuing Care Facilities. Thrive at Home, a division of Whitney Center, Inc. is a "continuing care at home" program.

Our disclosure documents were prepared in collaboration with Maureen Weaver, Esq. of Wiggan and Dana, and we believe meets all the necessary statutes.

Should you have any questions, please do not hesitate to contact me at pandolfim@whitneycenter.com or 203-848-2626.

Sincerely,

Michelle M. Pandolfi
Executive Director
Thrive at Home by Whitney Center

ACKNOWLEDGEMENT OF RECEIPT

**WHITNEY CENTER, INC.
d/b/a THRIVE at HOMESM with WHITNEY CENTER
DISCLOSURE STATEMENT**

PURSUANT TO CONNECTICUT STATUTE 17b-522, THE FOLLOWING NOTICE MUST BE PROVIDED.

You are advised that:

- A continuing care contract is a financial investment and that investment may be at risk;
- The provider's ability to meet its contractual obligations under such contract depends on its financial performance;
- You should consult with an attorney or other professional experienced in matters relating to investments in continuing care facilities before you sign a contract for continuing care; and
- The Department of Social Services does not guarantee the security of your investment.

I acknowledge that I have read the above statement, the Disclosure Statement, and the Continuing Care (Membership) Agreement.

Member Signature

Date

For Thrive At Home with Whitney Center

Date

(TO BE DETACHED AND RETAINED BY THRIVE AT HOME)

DISCLOSURE STATEMENT

2016



Whitney Center, Inc.
d/b/a Thrive at HomeSM with Whitney Center

200 Leeder Hill Drive, Hamden, Connecticut 06517
(203) 848-2626

Thrive at HomeSM with Whitney Center is registered with the State of Connecticut Department of Social Services pursuant to Sections 17b-520 through 17b-535 of the Connecticut General Statutes. The registration does not constitute approval, recommendation or endorsement by the Department of Social Services or the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information set forth in this Disclosure Statement.

TABLE OF CONTENTS

I.	INTRODUCTION	4
II.	PROVIDER.....	4
	WHITNEY CENTER D/B/A THRIVE AT HOME SM WITH WHITNEY CENTER.....	4
	MISSION	4
	VISION.....	4
	VALUES.....	4
III.	OFFICERS, DIRECTORS AND MANAGEMENT	5
	MANAGEMENT.....	8
IV.	BUSINESS EXPERIENCE	9
V.	JUDICIAL PROCEEDINGS	9
VI.	AFFILIATION.....	9
VII.	PROPERTY DESCRIPTION	9
VIII.	BENEFITS.....	10
IX.	INTEREST ON DEPOSITS	13
X.	TERMINATION OF AGREEMENT	13
XI.	CHANGE IN MARITAL STATUS	13
XII.	NON-MEMBER SPOUSE / PARTNER.....	13
XIII.	TAX CONSEQUENCES.....	13
XIV.	RESERVE FUNDING.....	13
XV.	FINANCIAL STATEMENTS	13
XVI.	MEMBERSHIP FEES & PERIODIC CHARGES	14
XVII.	DEPARTMENT OF SOCIAL SERVICES FILINGS.....	14
XVIII.	APPENDICES	15
	EXHIBIT A CONTINUING CARE (MEMBERSHIP) AGREEMENT	15
	EXHIBIT B AUDITED FINANCIAL STATEMENTS, INCLUDING PREVIOUS TWO YEARS	15
	EXHIBIT C PRO FORMA INCOME STATEMENTS.....	15
	EXHIBIT D MEMBERSHIP FEES/PERIODIC CHARGES.....	15
	EXHIBIT E MEMBERSHIP PLAN DESCRIPTIONS.....	15

I. INTRODUCTION

Thrive at HomeSM with Whitney Center (Thrive at Home) offers the greater New Haven region a way of retirement living known as “continuing care at home.” This membership program is designed for qualified adults, age 55 and over, who want to remain in their own homes for as long as possible. Members pay a one-time membership fee and ongoing monthly fees for an array of coordinated services designed to help them maintain their lifestyle at home, even as support and health care needs increase. Thrive at Home also covers the cost of facility-based assisted living, memory support and nursing care services, if and when necessary, according to the terms of a Continuing Care (Membership) Agreement attached at Exhibit A.

The purpose of this Disclosure Statement is to explain to prospective members, their families, and advisors who and what is involved in the operation of Thrive at Home, to present financial information about Whitney Center, Inc., to describe Thrive at Home’s services and applicable fees and to provide certain other information required by law. This Disclosure Statement was prepared on the basis of assumptions believed to be realistic as of June 1, 2016. Such assumptions are subject to change and may be significantly affected by changes in inflation and interest rates. Because of future changes in circumstances, Thrive at Home expects that minor changes in the program’s operation may be necessary.

Although we have tried to prepare this Disclosure Statement carefully, it is possible that there may be some minor differences between the text in this statement and the Membership Agreement attached at Exhibit A. In the event of any differences, the provisions of the Membership Agreement shall govern.

II. PROVIDER

WHITNEY CENTER d/b/a THRIVE AT HOMESM WITH WHITNEY CENTER

Thrive at Home is a division of Whitney Center, Inc., a Connecticut 501(c)(3) not-for-profit corporation, organized for the purpose of owning and operating Whitney Center. Its principal business address is 200 Leeder Hill Drive, Hamden, Connecticut 06517. No part of the earnings of Whitney Center, Inc. may be used for the benefit of or be distributed to its officers, directors, or other private individuals except as reasonable compensation for services rendered.

Mission

Whitney Center’s mission, Excellence in Senior Living, is grounded in the principle that all elders, regardless of physical or cognitive limitations, have the right to engage in life and seek fulfillment. Ideals of self-determination, lifelong learning and continual growth are unbounded by age and embraced by a person-centered philosophy.

Vision

Whitney Center will be a recognized leader in senior living services, the model of innovation and quality for consumers, providers and regulatory agencies.

Values

In carrying out our mission as a not-for-profit organization, we abide by principles that underlie everything we do. Whitney Center’s employees and board members are committed to these core

values:

Community

- We have a responsibility, as a corporate citizen of the greater New Haven community, to maintain collaborative relationships with our neighbors.
- We provide leadership in the aging services industry by contributing resources and experience toward the improvement of services for older adults.

Respect

- We believe that every resident, member and employee is an independent and self-determining individual, each worthy of the utmost respect for their voice, individuality, and accomplishments.
- We understand and appreciate that aging is a lifelong process in which learning and growth opportunities are integral to maintaining a fulfilled lifestyle.
- We promote a work and living environment that enables residents, members and employees to continuously enhance their various dimensions of wellness: Physical Well-Being, Nutrition, Social, Emotional, Spiritual, Intellectual, and Vocational.

Excellence

- We believe in the continuous pursuit of excellence in delivering the highest quality services possible.
- We strive to be the aging services provider of choice as well as the preferred employer in our market area.

Stewardship

- Every employee and board member has a responsibility to protect the assets and the good name of Whitney Center.
- We have the responsibility to advocate for the rights of all older adults.

Teamwork

- We believe that every resident, member and employee has a significant role in the ongoing affairs of our program and, therefore, seek to maximize opportunities for participation in all facets of our operation.
- We believe that transparency and good communication are vital to a healthy organization.

III. OFFICERS, DIRECTORS AND MANAGEMENT

The Board of Directors of Whitney Center, Inc. has the overall responsibility for Whitney Center and Thrive at Home, including strategic planning and the approval of annual budgets. The Board of Directors of Whitney Center, Inc. comprises up to 18 members with expertise in such areas as banking, law, hospital administration, and medicine. The Directors receive no compensation for their services on the board. Neither the directors, nor any persons involved in the management of Whitney Center or Thrive at Home, have any proprietary interest in either.

The officers and directors of Whitney Center, Inc. as of June 1, 2016 are listed below; the people and entities referred to below have assumed no financial responsibility for the fulfillment of agreements of Whitney Center, Inc.:

Nancy Beals – Ex-Officio Director, 200 Leeder Hill Drive, Hamden, Connecticut 06517
Mrs. Beals is a resident of Whitney Center, currently serving as President of its Residents' Council.

She is a graduate of Bryn Mawr College and received an MA in teaching from Harvard, after which she taught high school for several years. For many years she was active in the League of Women Voters at both the state and local levels. In 1983, she joined the Hamden Board of Education, on which she served until she was elected to the Connecticut State House of Representatives in 1992. After retiring from the Legislature in 2003, she served on the boards of the Parenting Support Program at Yale New Haven Hospital and Christian Community Action.

Paul Cleary - Director, 199 Totoket Road, Branford, Connecticut 06405

Mr. Cleary is Dean of Public Health, Anna M.R. Lauder Professor of Public Health, Chair, Department of Epidemiology and Public Health, Yale School of Medicine. He currently serves on the Board of Trustees, Associates of the Cushing/Whitney Medical Library and the Internal Advisory Committee, Claude D. Pepper Older Americans Independence Center at Yale University. In 2010, Mr. Cleary received the Picker Award for Excellence in the Advancement of Patient-Centered Care. (Year service commenced – 2013)

Michael Dimenstein - Director, 50 Dogwood Circle, Woodbridge, Connecticut 06525

Mr. Dimenstein is Vice President, System Compensation and Benefits for Yale New Haven Health, the system that includes Yale-New Haven Hospital, Bridgeport Hospital, Greenwich Hospital and Northeast Medical Group. He is a member of the American Society for Healthcare Human Resources Administration of the American Hospital Association and the Society for Human Resource Management, and is a Certified Compensation Professional by World At Work. Mr. Dimenstein was appointed by Governor Dannel Malloy to the Connecticut Workers' Compensation Commission's Advisory Board. He currently serves on the Boards of Directors of Chapel Haven and Congregation Mishkan Isreal. (Year service commenced - 2011)

Robert Harrity - Director and Treasurer, 55 Knollwood Drive, North Haven, Connecticut 06473

Mr. Harrity is a Principal with Ross Institutional Investors LLC in New Haven Connecticut. He is a Senior Financial Executive with extensive international and domestic experience in investment and commercial banking. Mr. Harrity's past accomplishments include Managing Director with Citigroup/Citibank, New York, NY; Managing Director, Corporate Finance at Chemical Bank/JP Morgan Chase; Managing Director, Investment Banking at Merrill Lynch; and Vice President, Corporate Finance at The First Boston Corporation. Mr. Harrity has been a guest speaker at The Wharton School, Georgetown University and The Darden School at UVA. (Year service commenced – 2012)

Jane Jervis – Director and Secretary, 36 Lincoln Street, New Haven, Connecticut 06511

Ms. Jervis has been a consultant in higher education for Antioch College, Goddard College and Biosphere II. She has been President, Lincoln-Bradley Neighborhood Association in New Haven, Connecticut; founding board member of the Home Haven / East Rock Village Association; and a reader for the Recording for the Blind and Dyslexic. Ms. Jervis's past accomplishments include participation on the CT Legislative Task Force on Aging in Place and chairing numerous accreditations for Northwest Association of Schools and Colleges. (Year service commenced – 2014)

Margaret P. Mason - Director and Vice Chair, 255 Boston Street, Guilford, Connecticut 06437

Ms. Mason is a partner in the national law firm of LeClair Ryan in its New Haven office. She

practices in the areas of employment advice and litigation, medical malpractice defense and general business litigation. Ms. Mason serves on the Board of Directors of New Haven Legal Assistance Association, Inc., the Board of Directors of the John B. Pierce Laboratory, and the Board of Trustees of the John B. Pierce Foundation. Ms. Mason is past President of the New Haven County Bar Association and of The Quinnipiac Club. She served on and chaired the Connecticut Statewide Grievance Committee. She is an elected member of The American Law Institute. She teaches Trial Practice at the Yale Law School. (Year service commenced 2008)

Robert O'Dea - Director, 22 Pierce Lane, Madison, Connecticut 06443

Mr. O'Dea is a Financial Advisor, Vice President of Investments, Wealth Brokerage Services with Wells Fargo Advisors. He delivers comprehensive financial services to a spectrum of individuals and institutions. Mr. O'Dea has formed a productive partnership in Wealth Brokerage Services throughout Connecticut. He currently volunteers in the New Haven School System to provide financial education seminars for students, and serves as lead liaison for the Private Bank in support of the New Haven Promise. (Year service commenced 2011)

Shawn O'Sullivan - Director, 10 Lakeview Estates, Middlefield, Connecticut 06455.

Mr. O'Sullivan is a partner at the law firm of Davis O'Sullivan & Priest, LLC in New Haven, Connecticut and practices in the areas of estate planning, probate and trust administration and taxation. He is a member of the Connecticut Bar Association and New Haven County Bar Association. (Year service commenced - 2007)

David Pearson - Ex-Officio Immediate Past Chair, Whitney Center Resident, 200 Leeder Hill Drive, Hamden Connecticut 06517

Dr. Pearson received his doctoral degree in epidemiology (health policy) from Yale University. He holds a Master of Public Health degree from the University of Michigan and a Bachelor of Science degree from the State University of New York at Cortland. He retired as the Everett Sackett Professor of Health Management and Policy, University of New Hampshire, and currently consults with non-profit organizations on governance and strategic management. For over two decades he was on the faculty of the Department of Epidemiology and Public Health, Yale University School of Medicine, including as associate dean. He served in the Kennedy and Johnson administrations and contributed to various legislative proposals, federal regulations and programs. Currently, Dr. Pearson is a member of the State of Connecticut's Quality of Care Advisory Committee plus its Subcommittee on Hospital Best Practices. (Year service commenced - 2005)

Wesley Poling - Director, 24 Crestview Drive, North Haven, Connecticut 06473

Mr. Poling recently retired from Yale University as Director, Yale Graduate School Capital Giving. He is past President of Kentucky Wesleyan College. Mr. Poling currently volunteers as a tutor with New Haven Reads, and is a member, Board of Deacons with the Church of Redeemer in New Haven, and a Fellow, Berkeley College, Yale University. He is a former Treasurer, Executive Committee of the National Association of Independent Colleges and Universities, and past member, Board of Directors, Owensboro Chamber of Commerce. (Year service commenced - 2014)

Michael B. Rambarose - Ex-Officio Director, 26 Rustic Terrace, Portland, Connecticut 06480

Mr. Rambarose is the President and CEO of Whitney Center, Inc. He holds an undergraduate degree from Embry-Riddle Aeronautical University and an MBA from the Lubin School of Business at Pace University. Mr. Rambarose is an experienced leader, having served two terms in the U.S. Navy and over 18 years in a variety of positions with senior health care systems in New York and Connecticut. Mr. Rambarose is a Fellow of the Leading Age Leadership Academy, a CARF-CCAC Surveyor and serves on several non-profit boards, including Chapel Haven in New Haven and Leading Age in Washington DC. (Year service commenced - 2005)

Ronald T. Rozett, M.D., M.P.H. - Director, 58 Glen Parkway, Hamden, Connecticut 06517
Dr. Rozett is a graduate of Harvard Medical School and the Harvard School of Public Health. After clinical training, he became a member of the Internal Medicine faculty of the Yale University School of Medicine. Following several years in academic medicine, he practiced medicine as a primary care internist and geriatrician in a New Haven prepaid group practice, the Community Health Care Plan, CHCP. He also served as its Medical Director for nine years. After 17 years at CHCP, he moved to a rehabilitation hospital, Gaylord Hospital, to pursue his interest in the management of chronic disease and disability and continue his work as an administrator. Most recently he has been an Executive in Residence at the Quinnipiac University School of Business, the Director of its Master of Health Administration Program, and the Medical Director of the university's Physician Assistant Program. (Year service commenced - 2009)

Anthony F. Santore, CPA - Director and Chair, 30 Marion Drive, North Haven, Connecticut 06473
Mr. Santore is a principal with Beers, Hamerman & Company, P.C. Mr. Santore serves on the Board of Governors and is Treasurer of New Haven Country Club, Inc. He is also on the Board of Directors of Fair Haven Cemetery Association. He is a member of both the American Institute of Certified Public Accountants and the Connecticut Society of Certified Public Accountants (CSCPA). He also serves on the Non Profit Committee of the CSCPA, the Development Committee of the Community Foundation of Greater New Haven, Inc., and The Amity Club. He is the former Treasurer of the United Way of Greater New Haven, Inc. and has served on the Board of Directors of the Connecticut Community Investment Corporation and City Missionary Association. (Year service commenced - 2010)

Robert Simione, CPA - Director, 1125 West Woods Road, Unit 15, Hamden, Connecticut 06518.
Mr. Simione is Managing Principal, Simione Healthcare Consultants LLC. He has over 40 years experience in the healthcare industry providing home care and hospice organizations with the tools to improve their business performance. Mr. Simione is a keynote speaker for the National Association for Home Care and Hospice (NAHC) and state associations representing post-acute health care. He is a former member, Board of Directors, Home Care Alliance of Massachusetts; former member, Finance Committee, Connecticut Association for Healthcare at Home; and past Chairman, Advisory Board, Home Health and Hospice Financial Managers Association. (Year service commenced - 2016)

MANAGEMENT

The Whitney Center, Inc. management team operates under the direction of its President and CEO, Michael Rambarose. The senior team comprises the Chief Financial Officer, David Ratliff; Chief Operating Officer, Ken Sandberg; Administrator for Health Services, Peggy Joyce; Human Resource Officer, Karyn Fryer; and, Executive Director of Thrive at Home, Michelle Pandolfi.

The senior management team leads Whitney Center's approximately 270 employees through a management team of department heads, assistant department heads, managers and supervisors. From time to time, Whitney Center and Thrive at Home may contract with external providers to deliver services or enhance member programs and amenities. While no such partnerships yet exist specifically for Thrive at Home, Whitney Center currently partners with:

- Northeast Medical Group: provides the medical directorship for the Nursing Center and employs the Medical Director. Northeast Medical Group is part of Yale New Haven Health System and is affiliated with Yale University School of Medicine.
- Trinity Rehab Services: provides physical, occupational and speech rehabilitation services at Whitney Center. All rehabilitation employees are employed by Trinity Rehab Services.

IV. BUSINESS EXPERIENCE

Thrive at Home is a division of Whitney Center, Inc., a continuing care retirement community originally opened in 1979 and designed to accommodate people 62 years of age or older with services and amenities that include private residences, a wide array of personal services, assisted living services, and on-site licensed skilled nursing center.

In February 1994, Whitney Center, Inc. was first awarded accreditation by the Continuing Care Accreditation Commission (CCAC)/CARF in Washington, D.C. In 2013, it received reaccreditation as a CCRC as well as its initial accreditation as a Person-Centered Long Term Care Facility through 2018. To become accredited, Whitney Center affirmed its compliance with standards of excellence in governance and administration, finance, strategy and health and wellness. Whitney Center's accreditation demonstrates to the general public and consumers that it is effectively carrying out its mission and meeting accreditation standards.

V. JUDICIAL PROCEEDINGS

Neither Whitney Center, Inc., nor any members of its Board of Directors has 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, or had any business or health care licenses or permits suspended or revoked by any jurisdiction. Neither the corporation nor any member of its Board of Directors is subject to a currently effective injunction, or restrictive or remedial order of a court of record.

VI. AFFILIATION

Thrive at Home is a division of Whitney Center, Inc., a Connecticut 501(c)(3) not-for-profit corporation organized for the purpose of owning and operating Whitney Center. Whitney Center, Inc. has no business affiliation with any other organization.

VII. PROPERTY DESCRIPTION

As a division of Whitney Center, Thrive at Home offers its members access to the common areas and select amenities located on Whitney Center's campus. Assisted living and memory support

services and the skilled nursing center are available on an as-needed and as-available basis. The following is a description of Whitney Center. The specific services available to Thrive At Home members are described in the Membership Agreement attached as Exhibit A.

Whitney Center is located at 200 Leeder Hill Drive in Hamden, Connecticut on 14.8 acres near Lake Whitney amidst pine trees and leafy shade trees. The uniquely-designed buildings complement an attractive, natural environment within minutes of New Haven and a wealth of intellectual, social and cultural venues that include some of the nation's finest universities, concert halls, museums, theatres and restaurants. The neighboring areas also offer shopping, professional offices, parks, golf courses and many recreational destinations.

Whitney Center is a continuing care retirement community designed to accommodate people 62 years of age or older. Continuing care communities, such as Whitney Center, typically encompass private residential apartments, a wide array of personal services, assisted living/memory support services, and the security of an on-site licensed skilled nursing center. The campus comprises 238 Residential Living Apartments in two buildings; the north building opened in 1979 (150 apartments) and the south building opened in 2011 (88 apartments), 17 Assisted Living and Memory Support apartments, and 59 skilled nursing beds. Community common areas include a cultural arts center, multiple dining venues, spa & salon, indoor heated swimming pool with spa, fitness center, wellness center, library, business center, convenience store/gift shop, bank, and parking garage. Outdoor amenities include private gardens, walking trails, patios and a recently-added dog park.

The Nursing Center has both private and semi-private rooms and includes a recreation room, two member lounges, a dining room, a secure patio, and access for members to Whitney Center's full service salon, other dining venues and common areas. In addition to skilled nursing, services include inpatient and outpatient therapy including speech, occupational, and physical therapies. Restorative care is emphasized in order to help members regain their independence and return to their apartments.

VIII. BENEFITS

Thrive at Home offers several pricing plans that may or may not require co-pays or payment in full by the member. In addition, services included vary according to the plan selected by the member. Please refer to Exhibits A and E for a complete description of these plans.

As set forth in the attached Membership Agreement at Exhibit A, the specific benefits provided to members will vary based upon initial and periodic needs assessments. The member's Service Plan reflects the scope of benefits as determined by the member and the Personal Service Partner.

Services offered under the Membership Agreement include the following. The services noted with an asterisk may be provided by Thrive at Home or a provider of the member's choosing. Except as otherwise noted, all other services are provided solely through Thrive at Home.

Personal Service Partner (PSP) – Each member is partnered with a Personal Service Partner to arrange services and take advantage of the benefits offered by Thrive at Home. The Personal

Service Partner will work closely with the member, member's family, and member's physician to have the right services delivered to the member at home or, when necessary, in a facility. Assistance in navigating Medicare, medical and long-term care insurance is included. Access to the Thrive at Home Team is available by phone or email 24-hours a day/7-days a week.

Adult Day Program* – Thrive at Home covers the member's enrollment in a group program of services for a scheduled number of hours per week, including transportation, meals, and activities, and which may include personal or nursing care. The Personal Service Partner will assist members in determining the Adult Day Program that best meets individual needs.

Annual Physical Examination – Thrive at Home will arrange for an annual assessment and physical examination completed by Thrive at Home's board-certified geriatrician. If the member prefers, Thrive at Home will arrange for a physical examination with the member's personal physician at the member's expense. Thrive at Home will keep the results from the exam confidential, and the information will only be used to coordinate services.

Assisted Living* – If staying at home is no longer a safe option, members may choose to move to Assisted Living, which is a facility registered as a Managed Residential Community where personal care services are provided under nursing supervision by an Assisted Living Services Agency (ALSA) licensed by the State of Connecticut. Such services are provided to members whose health status is chronic and stable but who require substantial assistance with two or more Activities of Daily Living (ADLs and iADLs are the basic tasks of function and everyday life, including ambulation, bathing, dressing, eating, oral hygiene, exercise, cooking and supervision in self-administration of medications), but does not need the medical care that a nursing home provides. The Personal Service Partner will assist members in determining the Assisted Living facility that best meets individual needs.

Companion / Homemaker Services - A companion will be provided when the Personal Service Partner determines that a member needs safety monitoring or short-term incidental services such as cooking, dishwashing, laundry and light housekeeping, due to the member's inability to independently perform such chores.

Home Evaluation – During the first year of membership and every second year thereafter (unless we determine circumstances or a member's health condition justify more frequent inspections), Thrive at Home will provide a preventive home maintenance evaluation of your home's physical condition, both interior and exterior. This evaluation will result in a report of any structural, functional and safety issues and recommend resolutions.

Home Health (Nursing) Care* - When needed, members can receive home health care services provided by a registered nurse or a licensed practical nurse. The Personal Service Partner will assist members in determining the Home Health Care Agency that best meets individual needs.

Lifestyle and Wellness Programs - These include exercise classes, art classes, caregiver education, wellness seminars, speakers, day excursions, and use of Whitney Center's fitness center and swimming pool. Some programs are free for members, while others may charge a small participation fee.

Meals/Groceries – Thrive at Home will coordinate and deliver meals and/or groceries, if determined to be medically necessary, on behalf of a member who is unable to drive and/or cook; the member will be charged for the cost of the meals and groceries.

Medication Management – The Personal Service Partner will arrange for medication management and cueing, if necessary. A periodic review of medication interactions can also be performed.

Nursing Home* - If staying at home is no longer a safe option or when needed for physical rehabilitation, members may choose to move to a Nursing Home, which is a facility licensed as a Skilled Nursing Facility by the state of Connecticut. Such services are provided to members who, under a physician's order, require 24-hour nursing care and medical supervision. The Personal Service Partner will assist members in determining the Nursing Home that best meets individual needs.

Personal Care* - Assistance, as needed, with the basic tasks of everyday life, including ambulation, bathing, dressing, eating, oral hygiene and/or exercise, will be provided by a Personal Care Aide in the member's home. The Personal Service Partner will assist members in determining the Personal Care service that best meets individual needs.

Personal Emergency Response System - At the member's request, Thrive at Home will coordinate the installation and activation of a GPS enabled Personal Emergency Response System in the member's home. This system enables round-the-clock monitoring and communication of health care information, enabling the member to obtain assistance in the event of a medical emergency.

Referral Services – Members can obtain referrals from Thrive at Home for any type of service needed to remain safely at home. Examples of these services are legal, financial planning, rental of medical equipment, etc. The referral service is available at no cost to members; however, members are responsible for the cost of any services rendered by the referred service providers.

Tele-Health & Social Engagement Technology – Thrive at Home provides all member households with state-of-the art and user-friendly technology to connect them with family, friends, health care providers and the Thrive at Home Team. The system is designed to enable members to easily engage in social activity as well as maintain a healthy lifestyle through highly coordinated preventive programs.

Transportation - If a member is unable to drive or instructed by a physician not to drive, Thrive at Home will provide non-emergency transportation to and from medically necessary outpatient surgery or procedures which may include, but are not limited to, cataract removal, chemotherapy treatments, surgical biopsies and upon discharge from a hospital. A private aide can be arranged if necessary to accompany the member for transport, at an additional charge. Transportation for routine physician office visits, dialysis, and specialist appointments is not included; however, Thrive at Home will assist in coordinating such transportation.

IX. INTEREST ON DEPOSITS

Thrive at Home is not required to hold any amounts in escrow on behalf of members and, therefore, no interest is paid to members based on any amounts paid for Thrive at Home.

X. TERMINATION OF AGREEMENT

The Membership Agreement (Exhibit A) describes conditions under which and the procedures by which the agreement may be terminated.

XI. CHANGE IN MARITAL STATUS

Thrive at Home has separate Membership Agreements with each member, marital status notwithstanding. Change in marital status, whether due to death, divorce or marriage does not affect the rights, benefits and obligations of the member as set forth in the Membership Agreement.

XII. NON-MEMBER SPOUSE / PARTNER

Thrive At Home has a separate Topaz Agreement for the member whose spouse/partner does not qualify for membership. The death of a member does not impact the benefits, rights and obligations of the surviving spouse/partner as set forth in the Topaz Agreement.

XIII. TAX CONSEQUENCES

Payment of a membership fee pursuant to a Continuing Care (Membership) Agreement may have significant tax benefits or consequences. Any person considering such a payment may wish to consult a qualified advisor.

Typically, some portion of the entry fee is considered deductible as a pre-paid medical expense in the year in which it is paid. Annually, a portion of monthly fees may also be considered a deduction. In February of each year, Thrive at Home will provide members with information about tax deductions, which are subject to limitations imposed by the Internal Revenue Code.

XIV. RESERVE FUNDING

As required by law, Whitney Center maintains a reserve fund escrow account with U.S. Bank, N.A. in an amount sufficient to cover one month's operating expenses.

XV. FINANCIAL STATEMENTS

Exhibit B contains copies of Whitney Center, Inc.'s audited financial statements for the two most recent fiscal years, including a balance sheet, income statement and statement of cash flow, and associated notes or comments to these statements. Exhibit C includes the pro forma business plan for Thrive at Home, including estimated cash flow statements for the next three years, including a summary of projections used in the assumptions for the pro forma statements.

XVI. MEMBERSHIP FEES & PERIODIC CHARGES

The Thrive at Home Membership Agreement requires the payment of a one-time membership fee in addition to an ongoing monthly fee. Fee amounts depend on the age of the member and selected plan. Thrive at Home offers flex pricing that allows members to choose whether they prefer to invest more initially in the membership fee or on a monthly basis. All terms will be specified in the Membership Agreement or a mutually executed agreement addendum.

Exhibits A and E offer a complete description of these plans. Entry and monthly fees for Thrive at Home are set forth in Exhibit D.

Since Thrive at Home has just begun operating, it had no members as of the date of this Disclosure Statement.

XVII. DEPARTMENT OF SOCIAL SERVICES FILINGS

Whitney Center d/b/a Thrive at HomeSM with Whitney Center has filed with the Department of Social Services all materials required by State law governing continuing care contracts and facilities, including financial and actuarial information, current payment plans, and healthcare utilization rates. These materials are available for review at the Department of Social Services, located at 55 Farmington Avenue, Hartford, Connecticut 06105-3724.

XVIII. APPENDICES

- EXHIBIT A CONTINUING CARE (MEMBERSHIP) AGREEMENT**
- EXHIBIT B AUDITED FINANCIAL STATEMENTS, INCLUDING PREVIOUS TWO YEARS**
- EXHIBIT C PRO FORMA FINANCIAL STATEMENTS**
- EXHIBIT D MEMBERSHIP FEES & PERIODIC CHARGES**
- EXHIBIT E MEMBERSHIP PLAN DESCRIPTIONS**

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EXHIBIT A

CONTINUING CARE (MEMBERSHIP) AGREEMENT

CONTINUING CARE (MEMBERSHIP) AGREEMENT

WHITNEY CENTER, INC.
d/b/a THRIVE at HOMESM with WHITNEY CENTER

A Continuing Care Contract (“Membership Agreement”) is a financial investment and your investment may be at risk. The ability of Thrive At HomeSM with Whitney Center to meet its contractual obligations under such contract depends on the financial performance of Whitney Center. We advise you to consult an attorney or other professional experienced in matters relating to investments in continuing care facilities and programs before you sign a Membership Agreement. The Department of Social Services does not guarantee the security of your investment.

THRIVE AT HOMESM WITH WHITNEY CENTER
CONTINUING CARE (MEMBERSHIP) AGREEMENT

TABLE OF CONTENTS

I. INTRODUCTION	4
II. DEFINITIONS	4
III. OUR RESPONSIBILITIES TO YOU AS A MEMBER	7
IV. COVERAGE LIMITS, EXCLUSIONS AND TRANSFERS.....	10
V. YOUR RESPONSIBILITIES AS A MEMBER.....	11
VI. FEES	14
VII. TERMINATION OF THIS AGREEMENT AND REFUNDS	15
VIII. MISCELLANEOUS	17

I. INTRODUCTION

A. GENERAL

This Continuing Care Agreement (“Membership Agreement” or “Agreement”) is made as of this ____ day of _____, ____ between _____ (whom we shall refer to as “you” or the “Member”), residing at _____ and Whitney Center, Inc., d/b/a Thrive at HomeSM with Whitney Center (which we shall refer to as “we,” “us,” or “Thrive at Home”) located at 200 Leeder Hill Drive, Hamden Connecticut, 06517.

B. ACCEPTANCE INTO THRIVE AT HOME

Thrive at Home is available to persons fifty-five (55) years of age or older who meet all eligibility requirements established by Thrive at Home. As a condition of membership in Thrive at Home, Member must continue to meet all eligibility requirements established by Thrive at Home, including but not limited to financial qualifications and assessment that Member’s health needs can be accommodated through Thrive at Home.

C. TERMS AND CONDITIONS OF THIS AGREEMENT

1. SERVICES

Thrive at Home will provide you the Services described in this Agreement, according to the terms and conditions herein, with the objective of enabling you to live in your Home for as long as is practicable.

2. EFFECTIVE DATE OF MEMBERSHIP

The effective date of membership is the date this Agreement is executed by both parties (“Membership Date”). At that time, you will be partnered with your Personal Service Partner (or “PSP”), who will initiate a Health and Well-Being Assessment and work with you to develop your service plan. Services will be deemed to have commenced on the date the initial Health and Well-Being Assessment is completed. This Agreement will remain in effect until it is terminated in accordance with Section VII of this Agreement (the “Termination Date”).

3. PLAN SELECTION AND FEES

Your options for Thrive at Home membership plans and associated fees are described in Exhibits D and E of the Disclosure Statement. The specifics of your selected plan and fee structure are detailed in Attachment I of this Agreement. By executing this Agreement, you agree to accept and pay for the Services, as set forth herein, according to the Membership Fee specified in Attachment I. You also agree to abide by the guidelines and policies of Thrive at Home at all times while receiving services under this Agreement.

II. DEFINITIONS

All terms not defined herein shall have their meanings ascribed to them throughout the Agreement, or revert to their common meaning.

Personal Service Partner (PSP) refers to the person appointed by Thrive at Home as your partner in identifying your needs as determined by a Health and Well-Being Assessment, then designing and

recommending a Service Plan for your consideration/approval and ultimately coordinating the Services according to your Service Plan. The recommended Service Plan is subject to review and approval of the Thrive at Home Team.

Activities of Daily Living (ADLs) refer to the basic tasks of everyday life, such as bathing, dressing, eating, walking, grooming, and Instrumental Activities of Daily Living (iADLs) refer to activities that support an independent life style such as self-administration of medication, meal preparation, driving and managing finances. Members who find it difficult to independently accomplish these tasks, work with their Personal Service Partner in developing a plan to help overcome ADL and iADL challenges. Typical ADL and iADL challenges include, but are not limited to, those who need personal assistance, have Alzheimer's Disease or any type of dementia disorder, those who are bedbound or homebound, or those who need special equipment to ambulate (i.e., wheelchair or walker).

Adult Day Program refers to a program of services in a group setting for a scheduled number of hours per week. Elements of an adult day program usually include transportation, meals and activities (both social and health-related), and may include personal or nursing care.

Assisted Living refers to a registered Managed Residential Community where nursing and personal care services are provided by a licensed Assisted Living Services Agency. Assisted Living Services are provided exclusively for residents whose health is deemed by a physician to be chronic and stable but who require substantial assistance with at least two ADLs and/or twenty-four hour safety supervision.

Average Cost of Care refers to the average cost of Facility-Based Services or Adult Day Program Services in the Designated Service Area, as calculated and published by Thrive at Home.

Companion/Homemaker refers to a person who has successfully completed an approved training and/or competency program designated by Thrive at Home to provide Companion/Homemaker Services to you in your Home.

Companion/Homemaker Services are provided to you when you and your PSP determine that you need someone to be with you in your Home to ensure your safety. These services can include assistance with iADLs such as cooking, dishwashing, laundry and light housekeeping, if you are unable to perform these chores yourself.

Designated Representative refers to someone whom you have appointed as your Health Care Representative or as your power-of-attorney, in accordance with applicable law, to act on your behalf in healthcare and/or other Thrive at Home related matters, including but not limited to financial and real estate decisions.

Designated Service Area refers to Thrive at Home's geographical area of coverage for Services, as defined by Thrive at Home. The Designated Service Area may be altered from time to time at the sole discretion of Thrive at Home. No change in the Designated Service Area by Thrive at Home will adversely affect your access to services under this Agreement.

Determined To Be Appropriate means that the Thrive at Home Team of health professionals, utilizing industry assessment standards and accepted standards of healthcare practice, has concluded that your health and/or functional status are such that you require Services to be provided by Thrive at Home, or another provider as specified in this Agreement.

Disclosure Statement refers to the Disclosure Statement that Thrive at Home has provided to you pursuant to Connecticut General Statute 17b-522 et. seq., as amended.

Facility-Based Services refers to Services provided in a setting other than your Home, including Assisted Living and Nursing Home Facilities.

General Contracting/Construction Management refers to the project management services that Thrive at Home can provide to help you manage maintenance and improvement projects on your Home.

Health and Well-Being Assessment refers to the medical, functional and cognitive screening conducted by health care professional(s) that serves as the basis for both your qualification as a Thrive at Home Member and your initial/ongoing Service Plan.

Home refers to your current residence, which is identified at the beginning of this Agreement, and any other Home within the Designated Service Area to which you may move at a later date.

Home Services refers to the Services provided to you in your Home by Thrive at Home or a Network Service Provider.

Licensed Practical Nurse (LPN) Services refers to the array of nursing care, including medication administration and treatments, performed by a health care professional credentialed as an LPN.

Live-in Assistance refers to Services provided by Companion, Homemaker or Personal Care Aide in your Home for 24-hours per day. Live-in Assistance may be provided by a single or multiple individual(s) as determined by Thrive at Home or Network Service Provider.

Meals and/or Groceries refers to prepared or raw food delivered frozen or fresh to your Home when you are unable to drive and/or cook, as assessed by your PSP. Thrive at Home will arrange for up to two (2) meals per day and reserves the right to deliver several meals at one time. You agree to pay for the cost, as agreed upon ordering, of meals and groceries; Thrive at Home will be responsible for the cost of delivery.

Medical Director refers to a physician appointed or consulted by Thrive at Home from time to time to ensure that your Service Plan meets your medical and health care needs.

Network Service Providers refers to the set of organizations with whom Thrive at Home may partner to deliver Services to you according to your Service Plan. Network partners are vetted and credentialed to ensure they maintain the quality of service and care standards that Thrive at Home demands for its membership.

Nursing Home Facility refers to a Nursing Home properly licensed by the state in which it is providing service.

Per Diem Rate refers to the current daily service charge by a particular Adult Day Care Program, Assisted Living, or Nursing Home Facility.

Personal Care Aide refers to a person who has successfully completed an approved training and/or competency evaluation program designated by Thrive at Home to provide Personal Care Aide Services to you in your Home.

Personal Care Services are provided to you when you and your PSP determine that you need some assistance with ADLs and/or iADLs, including help with bathing and dressing, maintaining an established activity regimen such as range of motion exercises, meeting your nutritional needs such as assistance with eating and medication reminders.

Registered Nurse (RN) Services refers to the array of nursing care, including assessment, medication administration and treatments, performed by a health care professional credentialed as an RN.

Services refer to the full spectrum of benefits specified in this Agreement and coordination thereof, including: Annual Physical Examinations, Home Inspection, Home Services (including Companion/Homemaker Services, Personal Care Services, Live-in Assistance, LPN and RN Services, Personal Emergency Response System, Meals and Adult Day Care), Facility Based Services (including Assisted Living and Nursing Home), Transportation Services, Referral Services, Tele-Health and Social Engagement Technology, and Lifestyle and Wellness Programs provided at no additional cost to you, as a Thrive at Home Member, unless otherwise specified herein and subject to applicable co-payments, pursuant to this Agreement.

Service Plan is the written plan of Services that you create in partnership with your PSP based on your Health and Well-Being Assessment. The Service Plan (or "Plan") will identify the scope of support services and healthcare necessary to help you remain at Home safely and independently as long as possible. The Plan will detail each service, start date, quantity and/or frequency, duration of service, name of approved provider, and any special considerations. You and your PSP will periodically review the plan to ensure that it continues to meet your needs and update the plan as your needs change. Each version of the plan is implemented once you agree to it by signature.

Thrive at Home Team refers to your Personal Service Partner (or his or her designee), a Thrive at Home manager, Thrive at Home's Medical Director (or his or her designee) and other clinical professionals as necessary in consultation with you and/or your Designated Representative. Thrive at Home may, from time to time, change titles and/or personnel assigned to the Thrive at Home Team, at its sole discretion.

III. OUR RESPONSIBILITIES TO YOU AS A MEMBER

Thrive at Home shall provide to you the following Services when they are Determined to Be Appropriate per your Health and Well-Being Assessment and the conditions set forth in this Section. The particular Services provided to you will be described in detail within your Service Plan., Attachment A of this Agreement, which sets forth your selected plan and fee structure, identifies which Services are included in the Membership Fee. Services must be provided by Thrive at Home or a Network Service Provider except as specified in this Section.

A. SERVICE COORDINATION

Upon becoming a Thrive at Home Member, you will be partnered with a Personal Service Partner who will work with you and/or your Designated Representative to identify your needs as determined by a Health and Well-Being Assessment, design and recommend a Service Plan for your

consideration/approval and ultimately coordinate the Services according to your Plan. After your initial Health and Well-Being Assessment, your PSP will schedule periodic follow-up Assessments and work with you to make adjustments to your Service Plan, accordingly. Any adjustment to your Service Plan will be made collaboratively between you and/or your Designated Representative, your PSP and the Thrive at Home Team.

B. ANNUAL PHYSICAL EXAMINATION

Thrive at Home will arrange for an annual assessment and physical examination completed by Thrive at Home's board-certified geriatrician. If you prefer, Thrive at Home will arrange for a physical examination with your personal physician at your expense. Thrive at Home will keep the results of the exam confidential, and the information will only be used to coordinate services.

C. HOME SERVICES

Home Services will be provided as Determined to Be Appropriate by Thrive at Home. Typically, you must demonstrate difficulty with at least one or more ADLs to be eligible for Home Services. All Home Services in the Designated Service Area must be provided by Thrive at Home and/or a Network Service Provider unless otherwise specified in this Agreement. We may require an examination by the Medical Director (or his or her designee) to determine eligibility for the following Services (see application definitions in Section II).

1. Adult Day Program
2. Companion/Homemaker Services
3. Delivery of Meals/Groceries
4. LPN/RN Services
5. Live-In Assistance
6. Personal Care Services

D. TRANSPORTATION SERVICES

Thrive at Home will provide, either directly or coordinated through a Network Service Provider, non-emergency transportation to and from medically necessary outpatient surgery or procedures that limit or impair your ability to drive. Such surgery or procedures may include, but are not limited to: cataract removal, chemotherapy treatments, surgical biopsies and transportation to your Home upon discharge from a hospital. The cost of these transportation services may be covered based on your Membership Plan and the extent of the coverage may vary by plan. Other transportation costs for regular physician office visits, dialysis, and specialist appointments are not covered under this Agreement; however, we will assist in coordinating these services for you, and you will be responsible for paying the transportation providers directly for these services. We will also, as necessary, coordinate a private aide to accompany you for transport, the cost of which will be borne by you.

E. HOME EVALUATION

During the first year of membership and every second year thereafter (unless we determine circumstances or a member's health condition justify more frequent inspections), Thrive at Home will provide a Home evaluation of your Home's physical condition, both interior and exterior. This evaluation will result in a report of any structural, functional and safety issues and recommend resolutions. Thrive at Home does not represent that it will undertake steps necessary to effectuate any such recommendations; it is your choice and sole responsibility to make recommended changes or corrections to your Home. To aid you in managing any such projects, Thrive at Home will furnish you with a list of possible vendors and contractors whom you may hire directly, or you may choose to use our General Contracting/Construction

Management services for a negotiated fee. You are solely responsible for the full cost of any improvements to your Home as a result of the Home Evaluation.

F. PERSONAL EMERGENCY RESPONSE SYSTEM

At your request and as Determined to Be Appropriate, Thrive at Home will provide you with a GPS enabled Personal Emergency Response System. This system enables monitoring and communication of health care information and will enable you to obtain assistance in the event of an emergency.

G. TELE-HEALTH AND SOCIAL ENGAGEMENT TECHNOLOGY

Upon request, Thrive at Home will provide you with state-of-the art and user-friendly technology to connect you with family, friends, health care providers and the Thrive at Home Team. The system is designed to enable you to easily engage in social activity as well as maintain a healthy lifestyle through coordinated programs.

H. LIFESTYLE AND WELLNESS PROGRAMS

Thrive at Home offers from time to time a variety of programs free of charge or for a fee, including but not limited to: exercise classes, art classes, wellness seminars, speakers, and day excursions. You will be advised of the schedules and the cost, if any, for these programs as they are offered.

I. REFERRAL SERVICE

Thrive at Home, acting as an intermediary between you and third party referred service providers, makes referrals to you for services you might need to remain safely at Home. Examples include: Home adaptation/maintenance/improvement, snow removal, lawn care, legal, financial planning, rental of medical equipment, etc. The referral service is available at no cost to you; however, you are responsible for the cost of any services rendered by the referred service providers.

J. FACILITY-BASED SERVICES

When Determined to Be Appropriate by you, your Thrive at Home Team and prescribed by a physician, Thrive at Home will provide Facility-Based Services, including Assisted Living Services in a private accommodation and/or Nursing Home Facility Services in a semi-private accommodation, or you may select a facility as set forth in this Section. Thrive at Home may require an examination by the Medical Director (or his or her designee) to determine your eligibility for Facility-Based Services. Thrive at Home will not be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, or television that you incur during your Facility-Based Service.

K. PRIORITY WAIT LIST PLACEMENT

At your request, Thrive at Home will place your name on the Priority Wait List for an apartment on the Whitney Center campus, based on your Effective Date of Membership. You must make your request in writing, indicating apartment preferences, selecting up to three (3) floor plans. The Effective Date of Membership will be used as the Priority Wait List date for up to six months. After six months, the Priority Wait List date will be based on the date of the request for specific residences.

IV. COVERAGE LIMITS, EXCLUSIONS AND TRANSFERS

A. COVERAGE LIMIT

Your Thrive at Home membership, per your selected Membership Plan, covers the cost of Services up to a percentage of the Average Cost of Care for Facility-Based Services, where you would otherwise be eligible to reside. If the aggregate cost of covered Services you are receiving for any thirty-day period exceeds the percentage of the Average Cost of Care for Facility-Based Services specified in your Membership Plan, you may:

1. Choose to continue receiving Services and pay the difference between the cost of your Services and the Average Cost of Care in a facility where you would otherwise be eligible for all days following the thirty-day period;
2. Choose to discontinue Services that result in an aggregate cost higher than the percentage of the Average Cost of Care for Facility-Based Services specified in your Membership Plan (in which case, Thrive at Home may be compelled to terminate this Agreement if discontinuation of Services is deemed by the Thrive at Home Team to compromise your health or safety); or,
3. Choose to move to an Assisted Living or Nursing Home Facility.

B. EXCLUSIONS

You agree to pay the costs of the following services, whether provided by Thrive at Home or otherwise, to the extent that they are not covered by other insurance or assistance programs:

- Ambulance and other specialized medical transportation services, including the cost of a private aide, if needed for transport;
- Ancillary charges imposed by any outside health provider or institution;
- Charges for any physician, podiatrist, chiropractor or therapist;
- IV insertion;
- Mental health and substance abuse services;
- Other health-related costs which are customarily considered extra charges by facilities providing services similar to those provided to you by Thrive at Home;
- Orthopedic appliances;
- Prescription drugs and medical supplies;
- Ventilator care;
- Vision, hearing, and dental care, including all supplies, equipment and appliances; and all other services not specifically included in this Agreement.

C. PAYMENT FOR SERVICES NOT PROVIDED UNDER THIS AGREEMENT

1. You may choose to enter an Assisted Living or Nursing Home Facility other than Whitney Center with the approval of Thrive at Home. Thrive at Home will pay the facility a per diem amount not to exceed the percentage, as specified by your Membership Plan, of the Average Cost of Care within the Designated Service Area. You will be responsible for any difference between the percentage of the Average Cost of Care and the rate charged by the Assisted Living or Nursing Home Facility.
2. You can, when Determined To Be Appropriate, receive Adult Day Service from a provider of your choosing within the Designated Service Area. Thrive at Home will pay the program a per diem amount not to exceed the percentage, as specified by your Membership Plan, of the Average Cost

of Care within the Designated Service Area. You will be responsible for any difference between the percentage of the Average Cost of Care and the rate charged by the Adult Day Service.

3. In the event that accommodations in Whitney Center's Assisted Living or Nursing Home are not available for you, Thrive at Home will arrange for your care temporarily in another facility until accommodations become available. Thrive at Home will pay the facility a per diem amount not to exceed the percentage, as specified by your Membership Plan, of the Average Cost of Care within the Designated Service Area. You will be responsible for any difference between the percentage of the Average Cost of Care and the rate charged by the Assisted Living or Nursing Home Facility.

D. DECISIONS INVOLVING PERMANENT TRANSFER FROM YOUR RESIDENCE

All decisions involving permanent transfer from your residence (including Home, Assisted Living Facility or Nursing Home Facility), to an Assisted Living, Nursing Home or similar care facility must be Determined To Be Appropriate by Thrive at Home, unless otherwise specified by this Agreement. Such decisions shall be made collaboratively between you or your Designated Representative, as necessary, and the Thrive at Home Team.

1. If the Thrive at Home Team concludes that you are no longer mentally and/or physically able to function safely in your current residence, your PSP will recommend that you transfer to a more appropriate level of care as Determined To Be Appropriate. You will continue to pay the monthly fee as set forth in Section I.C.3 and Attachment I upon transfer to an Assisted Living Facility or Nursing Home Facility in addition to any co-payments as specified in your Membership Plan. If you refuse to transfer, this Agreement may be terminated in our sole discretion in accordance with Section VII.
2. If you elect to transfer to an Assisted Living Facility or a Nursing Home Facility and such a transfer is not Determined To Be Appropriate by the Thrive at Home Team, this Agreement may be terminated in our sole discretion in accordance with Section VII.
3. If you decide to move into an independent living apartment on the Whitney Center campus, you can either maintain your Thrive at Home membership or follow the termination process outlined in Section VII of this Agreement.

V. YOUR RIGHTS AND RESPONSIBILITIES AS A MEMBER

A. RULES

You agree to abide by the rules of Whitney Center when on the Whitney Center campus.

B. RIGHTS OF MEMBERS

Your rights as a Member under this Agreement are those rights and privileges expressly granted to you in this Agreement or by Connecticut law.

C. RIGHT OF ENTRY

You shall permit authorized employees and providers entry into your Home in case of emergencies, for scheduled meetings with your PSP, and to provide Services. Thrive at Home recognizes your right to privacy and will limit entry to your Home as described in the aforementioned sentence.

D. REAL PROPERTY

Your rights and privileges, as granted herein, do not include any right, title, or interest whether legal, equitable, beneficial, or otherwise, in or to any part of the real property, including land, buildings, and improvements owned or operated by Whitney Center, Inc.

E. SUBORDINATION OF RIGHTS

Any of your rights, privileges, or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust, and leasehold interests granted to secure any loans or advances made to Thrive at Home or Whitney Center, Inc., related entities, or successors, now outstanding or made in the future, in the real property and improvements constituting Whitney Center, and subordinate and inferior to all amendments, modifications, replacements, refunding or refinancing thereof. You agree that, upon the request of Thrive at Home or Whitney Center, Inc., you will execute and deliver any and all documents, which are alleged to be necessary, or required to effect or evidence such subordination.

F. RESPONSIBILITY FOR DAMAGES

You will be responsible for any costs incurred in replacing, maintaining or repairing any loss or damage to the real or personal property of Thrive at Home, Whitney Center, Inc., or other facility caused by your negligence or willful misconduct or that of your guests, agents, employees, or pet.

G. PROTECTION OF PERSONAL AND REAL PROPERTY

Thrive at Home is not responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause. You may wish to obtain insurance at your own expense to protect against such losses.

H. INDEMNIFICATION

You will indemnify Thrive at Home and Whitney Center, Inc. and hold them harmless for any injury to employees or any third person which arises from your negligent or intentional action. You may wish to obtain insurance at your own expense to cover this obligation.

I. MEDICARE, SUPPLEMENTAL INSURANCE REQUIREMENTS AND THIRD-PARTY REIMBURSEMENT

1. You are, or shall be when eligible, enrolled in Medicare Part A or its equivalent. You authorize, as necessary, any provider of such medical and other health services, including Thrive at Home, to receive reimbursement under Medicare Part A, or its equivalent as provided under these programs. During the next enrollment period following the filing of your application for membership to Thrive at Home, you will pay the premiums, secure, and maintain your enrollment in Medicare Part B. If you are not eligible for Medicare Part B, you agree to obtain and maintain equivalent insurance coverage acceptable to Thrive at Home. You shall also procure and maintain maximum coverage for prescription drugs under Medicare Part D, or, if you are not eligible for Medicare Part D, you agree to maintain health insurance that provides creditable prescription drug coverage.
2. You are required to secure and maintain a supplemental insurance (such as Blue Cross, MediGap, Extended Major Medical) to pay Medicare co-insurance deductible amounts and to provide major medical coverage. This coverage is not provided by Thrive at Home.

3. If at any time you become entitled to payments for health services from governmental agencies, including Medicaid, you agree to make prompt application for such payments. Thrive at Home will not be responsible for the cost of any Services for which you are entitled to reimbursement from a governmental agency or other third party, i.e. workers' compensation, liability or PIP (personal injury protection), no-fault insurance, etc. You agree that upon receiving third-party reimbursement, you will repay Thrive at Home for any third-party reimbursable costs which Thrive at Home incurred, or paid on your behalf while your reimbursement approval was pending.
4. Thrive at Home will assist you in applying for health services or benefits under any programs for which you might qualify. Upon request, and when appropriate, you agree to execute an assignment of benefits to Thrive at Home. You further agree to notify Thrive at Home promptly of any changes in your health insurance coverage, including but not limited to, the addition or cancellation of any policy, or eligibility for Medicare, Medicaid or any other government coverage or benefit.

J. NON-TRANSFERABLE

Your rights under this Agreement are personal to you and cannot be transferred or assigned by you to any other person or entity.

K. PRESERVATION OF YOUR ASSETS

You agree to manage your financial resources so as not to threaten or impair your ability, or the ability of your estate to satisfy your financial obligations set forth in this Agreement. At the request of Thrive at Home, you agree to make arrangements for the preservation and management of your financial resources by a third party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Thrive at Home, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Thrive at Home. Failure to comply with the requirements of this Paragraph may cause you to be ineligible for the subsidy assistance described in Section VI.3 of this Agreement.

L. FINANCIAL STATEMENTS

Just as you have provided to Thrive at Home a financial statement as part of the admissions process, you agree to continue to provide financial statements, including copies of your federal, state and gift tax returns, or other financially related information when requested by Thrive at Home.

M. HEALTH STATUS

You agree to share any changes in your medical status with your PSP and to provide copies of any and all examinations, test results, progress notes, or other copies of medical records provided by non-Thrive at Home providers to your PSP upon request. You further agree to have and share the results of a physical examination upon the request of your PSP.

N. REPRESENTATIONS MADE BY YOU IN CONNECTION WITH APPLICATION FOR MEMBERSHIP

Your application and the statements of your finances and health history which you filed with Thrive at Home are incorporated into this Agreement, and all statements therein are deemed to be true as of the date made. You represent and warrant that there have been no material changes in the information provided since the date of application. Any material misstatement, or any material omission, may result in the termination of this Agreement by Thrive at Home.

O. POWER OF ATTORNEY

You agree to execute and maintain in effect a limited Durable Power of Attorney valid under Connecticut law. This Power of Attorney shall designate as your attorney-in-fact, a bank, lawyer, relative, or other responsible person or persons of your choice, to act for you in managing your financial affairs, and filing for your insurance or other benefits as fully and completely as you would if acting personally. It shall be in a form which survives your incapacity or disability, and be otherwise satisfactory to Thrive at Home. You will deliver a fully executed copy of this Power of Attorney to us at the time of your first meeting with your PSP.

P. NOTIFICATION OF CHANGE IN HOME ADDRESS

You agree to provide Thrive at Home with written notice of any change in your Home address no less than thirty (30) days prior to the change, unless otherwise stipulated by this Agreement.

Q. OUT OF NETWORK PROVIDERS

You agree that, as specified in this Agreement and in your Service Plan, you will obtain services from Network Providers. Thrive at Home will permit the use of appropriately licensed out of network providers within the United States and its territories in certain circumstances. Specific rules and procedures for use of out of network providers are set forth in Thrive at Home's Out of Network Provider Policy.

VI. FEES

A. STATEMENT OF FEES

The Membership Fee and Monthly Fee set forth in attached Attachment I, represent payment for the services to be provided by Thrive at Home under this Agreement.

B. MONTHLY FEES

You agree to pay Thrive at Home the total Monthly Fee in advance, on or before the fifth day of each month, beginning with the Membership Date. The Monthly Fee shall be prorated for any applicable period of less than one month. The Monthly Fee may be increased by Thrive at Home at its sole discretion upon thirty (30) days advance written notice to you.

Thrive at Home will endeavor to maintain the Monthly Fee at the lowest possible rate consistent with sound financial practice and maintenance of the quality of Services.

As a Member, you agree to pay the Monthly Fee whether you are residing in your Home or in another facility.

You will be invoiced monthly for any items and services provided to you that Thrive at Home is not obligated to provide or pay for as part of your Monthly Fee, along with any co-pays as outlined in Attachment I, and you must pay those invoices within five days after receipt.

You agree to pay Thrive at Home interest at one percent (1%) per month on any overdue Monthly Fees and service charges.

C. SUBSIDY AT HOME ASSISTANCE

If your funds become substantially reduced or depleted, and your income reduced to the extent that you are eligible to receive public benefits, including, but not limited to, Social Security, Medicaid, etc., you agree to apply for these entitlements or benefits. Failure to do so may result in the termination of this Agreement by Thrive at Home, and release of its obligations hereunder. In the event that you are unable to meet your financial obligations to Thrive at Home after qualifying for all available public benefits, Thrive at Home will continue to provide the Services to which you are entitled under this Agreement only to the extent and for as long as Thrive at Home deems the provision of such Services to be consistent with the objectives of Thrive at Home and its prudent financial management of Thrive at Home. The total cumulative amount of uncompensated Services and other subsidies provided to you by Thrive at Home shall be deducted from any refund due to you or your estate upon termination of this Agreement.

VII. TERMINATION OF THIS AGREEMENT AND REFUNDS

A. TERMINATION BY YOU

1. You may terminate this Agreement for any reason within thirty (30) days following the execution of the contract ("Statutory Rescission Period") by notifying Thrive at Home in writing by registered or certified mail. In the event you terminate within the Statutory Rescission Period, any fees paid to Thrive at Home will be refunded less:
 - a. Costs specifically incurred by Thrive at Home at your request; and,
 - b. A service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of your Membership Fee.
2. You may terminate this Agreement after the Statutory Rescission Period by giving written notice, specifying the termination date, to Thrive at Home, by registered or certified mail, no less than thirty (30) days prior to termination.
3. This Agreement shall terminate upon your death.
4. Any Membership Fee refund due you after the Statutory Rescission Period will be made in accordance with Paragraphs E and F of this Section, as applicable.

B. TRANSFER OF THRIVE AT HOME MEMBERS TO INDEPENDENT LIVING ON THE WHITNEY CAMPUS

As a member of Thrive at Home, you may choose to move to an independent living apartment on the Whitney Center campus; if you choose to terminate your membership, you must follow the termination process outlined in Section VII of the Agreement.

Your application for residency will require financial qualification and you will be required to undergo a health screening to ensure that residency in an independent living apartment is suited to your needs.

Your full Membership Fee, including the depreciated portion, will be applied to your Whitney Center apartment; you will pay the difference between your Membership Fee and the applicable entry fee. If you choose Whitney Center's amortizing refund plan, the full entry fee will be subject to the declining refund

schedule based your Membership Date. If you choose Whitney Center's refundable plan, the applied Membership Fee will be subject to the declining refund schedule based on your Membership Date. You may elect to undergo a health qualification for residency thereby eliminating the use of the Membership Date as a basis for a declining refund schedule.

C. TERMINATION BY THRIVE AT HOME

Thrive at Home shall have the right to terminate this Agreement for any cause, which, in its sole discretion, shall be good and sufficient. Good and sufficient cause shall include, but is not limited to the following:

1. Failure to perform your obligations under this Agreement, including the obligation to pay the Monthly Fees and other charges within sixty (60) days after they are due for payment;
2. Material misstatements or failure to state a material fact in your application or any other financial statement, or health history statement filed with Thrive at Home;
3. Dissipation or commitment of your financial resources which impairs your ability to meet your financial obligation to Thrive at Home;
4. Your behavior resulting in a threat to the safety, health, peace, or well-being of yourself or others;
5. Your refusal to follow the Service Plan recommendations of Thrive at Home when such refusal poses a risk to your health or safety, as determined by us in our sole discretion; and,
6. Your decision to move to an Assisted Living Facility or Nursing Home Facility when such a move is not Determined To Be Appropriate.

Thrive at Home shall give you reasonable notice of termination in writing via hand delivery, or registered, or certified mail. Thrive at Home's determination that your continued membership presents a threat to the safety of others, or of yourself, shall be a factor in determining the reasonableness of that notice period.

D. APPEALS

You have the right to appeal a decision by Thrive at Home to terminate this Agreement. Only you or your Designated Representative may appeal a decision to terminate. A request for appeal may be made by requesting the appeal in writing by certified or registered mail to Executive Director, Thrive at Home within ten (10) days of the notice of termination.

If a prompt request for appeal is received, the Thrive at Home Appeals Committee, consisting of the Medical Director, Chief Executive Officer, and Executive Director of Thrive at Home will review the appeal and original termination decision. The decision of the Appeals Committee will be provided in writing within thirty (30) days of receipt of your appeal.

E. DUTIES UPON TERMINATION

If either you or Thrive at Home terminates this Agreement after the Statutory Rescission Period, you must pay Monthly Fees through the Termination Date.

Upon termination by either you or Thrive at Home after the Statutory Rescission Period, you agree to pay Thrive at Home all amounts owed to it, and any reasonable expenses incurred in connection with the termination, including, but not limited to, the cumulative amount of any uncompensated services or other subsidies provided to you by Thrive at Home. Thrive at Home may set off any amounts owed it by you against any refund due pursuant to Paragraph F of this Section.

If you transfer to an Assisted Living or Nursing Home Facility, you may be asked to sign additional agreements applicable to the residential setting to which you are transferred; however, this Agreement does not automatically terminate, and no refund of any portion of the Membership Fee shall be due upon your transfer to an Assisted Living or Nursing Home Facility.

F. REFUND PROVISIONS APPLICABLE TO ALL PLANS

1. If you've chosen a traditional Membership Fee and terminate this Agreement, you or your estate shall be due a refund equal to the Membership Fee less (i) two percent (2%) thereof for each calendar month between the Membership Date and the date of termination ("Termination Date") and (ii) any offsets applied pursuant to Paragraph E of this Section. No refund shall be due if you terminate this Agreement more than fifty (50) months after the Membership Date.

If Thrive at Home terminates this Agreement after your Membership Date, you or your estate shall be due a refund equal to the amount of the Membership Fee less (i) one percent (1%) thereof for each calendar month between the date you signed this Agreement and the Termination Date and (ii) any offsets applied pursuant to Paragraph E of this Section. No refund shall be due if Thrive at Home terminates this Agreement more than one hundred (100) months after the date you signed this Agreement.

2. If you've chosen a refundable Membership Fee and either you or Thrive at Home terminates this Agreement, Thrive at Home will pay you or your estate a refund equal to 100% of the Membership Fee minus any offsets applied pursuant to Paragraph E of this Section.
3. If you (or your estate) are due a refund, such refund, without interest, will be made when Thrive at Home receives payment from a new member of the Membership Fee for the same Thrive at Home Membership plan, not to exceed six (6) months from the Termination Date. Outstanding expenses and any other sums owed by the Member to Thrive at Home will be deducted from any refund due.
4. For purposes of computing Membership Fee refunds, a partial calendar month of more than fifteen (15) days shall be treated as a full month, and a partial calendar month of fifteen (15) or fewer days shall be ignored. The date you signed this Agreement and Termination Date shall be counted as full calendar days.

VIII. MISCELLANEOUS

A. CONFIDENTIALITY

Thrive at Home has the responsibility to keep in confidence all of the personal, medical, and financial information you have supplied to Thrive at Home. You agree that Thrive at Home can provide such information to health care professionals, third-party payers, and others who have a need, in our judgment, or a right to know such information under federal or state law.

B. MANAGEMENT AUTHORITY

Thrive at Home retains all authority regarding membership, adjustment of fees, and all aspects of the management of Thrive at Home. You do not have the right to prevent the membership of a new member

or the termination of another member's Membership Agreement, nor do you have the right to protest the fees charged to, or financial assistance rendered to any other member.

C. WAIVER

In the event that Thrive at Home does not, in any one or more instances, insist upon your strict performance, observance, or compliance with any of the terms or provisions of this Agreement, or if we waive a breach by you of this Agreement, it shall not be construed to be a waiver of our right to insist upon your strict compliance with all other terms and provisions of this Agreement.

D. GOVERNING LAWS

This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws and judicial decisions of the State of Connecticut.

E. ATTORNEYS' FEES AND COSTS

If Thrive at Home is obliged to take legal action to enforce this Agreement, to collect sums due to Thrive at Home pursuant to this Agreement, or to recover damages of any kind, you are liable for the costs of such action including, but not limited to, reasonable attorneys' fees.

F. FULL AND COMPLETE AGREEMENT

This Agreement has precedence over any representations previously made by Thrive at Home representatives, and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Thrive at Home, and supersedes all previous understandings and agreements between you and Thrive at Home. No waiver or modification shall be valid unless made in writing, signed by you and by Thrive at Home, and attached to this Agreement.

G. INTERPRETATION

Headings are for convenience and reference purposes only, and shall not affect the interpretation of any provision of this Agreement. Should any provision herein, for any reason, be held invalid or unenforceable in any jurisdiction in which it is sought to be enforced, such invalidity and unenforceability shall not affect any other provision of this Agreement, and such invalid and unenforceable provision shall be construed as if it were omitted. The remainder of the Agreement shall remain in full force and effect.

H. RIGHT OF SUBROGATION

Should you be injured by a third party and such injury requires us to provide health care services under this Agreement, we shall be subrogated, to the extent allowed by Connecticut law, to your rights against such other third party to the extent necessary to reimburse us for the costs incurred in providing Services under this Agreement.

I. GENDER OF PRONOUNS

All references in this Agreement by masculine pronouns and adjective also include the feminine and vice versa.

J. SUCCESSORS AND ASSIGNS

The duties owed Thrive at Home under this Agreement shall inure to the benefit of its successors and assigns.

K. STATEMENT OF NON-DISCRIMINATION

Thrive at Home complies with applicable federal and state laws that prohibit discrimination based on race, color, sex, religious beliefs, sexual orientation, national origin, disability and other protected classes of persons.

L. NOTICES

When required by the terms of this Agreement, notices shall be given in writing and shall be given to Thrive at Home or to you at the addresses set forth in Attachment I, or at such address as we or you shall specify in writing to each other.

Your signature below certifies that you have read, understand, and accept this Agreement, and that you or your financial advisor have received the most current Disclosure Statement containing the current audited financial statements.

Signature - Member

Witness

Date

Date

WHITNEY CENTER, INC. d/b/a THRIVE at HOME with WHITNEY CENTER

By: _____
Authorized Representative

Date

EXHIBIT B

AUDITED FINANCIAL STATEMENTS, INCLUDING PREVIOUS TWO YEARS

WHITNEY CENTER, INCORPORATED

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

WHITNEY CENTER, INCORPORATED

CONTENTS

Independent Auditors' Report	1-2
---	------------

Financial Statements

Statements of Financial Position.....	3-4
Statements of Activities	5
Statements of Cash Flows.....	6-7

Notes to Financial Statements.....	8-25
---	-------------

Independent Auditors' Report on Supplementary Information	26
--	-----------

Supplementary Information

Schedule I – Comparison of Statements of Activities	27
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Whitney Center, Incorporated

Report on the Financial Statements

We have audited the accompanying financial statements of Whitney Center, Incorporated (a nonprofit organization), which comprises the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities 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 financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these 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 audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial position of Whitney Center, Incorporated as of December 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Marcum LLP

New Haven, CT
May 2, 2016

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 1,528,714	\$ 14,731
Accounts receivable, less allowance for doubtful accounts	902,482	497,253
Contract receivables	1,148,165	573,179
Other receivables	35,325	46,527
Prepaid expenses and other current assets	406,027	292,219
Assets whose use is limited	<u>911,760</u>	<u>921,253</u>
Total Current Assets	4,932,473	2,345,162
Assets Held by Trustee	8,206,368	13,805,559
Investment Accounts	3,014,758	6,497,796
Property and Equipment	84,981,722	86,955,035
Other Assets		
Deferred marketing costs, less accumulated amortization of \$2,481,429 in 2015 and \$1,895,543 in 2014	<u>2,715,818</u>	<u>3,301,705</u>
Total Assets	<u>\$ 103,851,139</u>	<u>\$ 112,905,257</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION (CONTINUED)

DECEMBER 31, 2015 AND 2014

	2015	2014
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	\$ 1,038,434	\$ 854,837
Accrued expenses	3,618,287	3,724,618
Contract deposits	25,577	47,202
Current portion of capital lease obligation	114,878	--
Current portion of long-term debt	<u>505,000</u>	<u>4,610,000</u>
Total Current Liabilities	5,302,176	9,236,657
Capital Lease Obligation - less current portion	219,004	--
Long-Term Debt - less current portion and deferred financing costs	47,093,344	48,812,089
Deferred Income from Entry Fees	40,442,356	40,178,861
Refundable Entry Fees	12,932,278	13,397,289
Deposits	<u>34,092</u>	<u>28,710</u>
Total Liabilities	106,023,250	111,653,606
Total Net Assets (Deficiency)	<u>(2,172,111)</u>	<u>1,251,651</u>
Total Liabilities and Net Assets (Deficiency)	<u>\$ 103,851,139</u>	<u>\$ 112,905,257</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
Revenues and Gains		
Resident services, including amortization of entry fees of \$5,796,586 in 2015 and \$6,218,470 in 2014	\$ 21,485,626	\$ 20,826,475
Other operating revenues	725,469	696,336
Investment income	105,641	108,220
Gain on sale of investments	486,753	874,276
Contributions	25	18,498
Total Revenues and Gains	<u>22,803,514</u>	<u>22,523,805</u>
Expenses and Losses		
Salaries and wages	8,402,990	7,951,508
Depreciation and amortization	4,450,325	4,301,939
Interest expense	3,990,132	4,711,662
Employee benefits	1,863,128	1,762,002
Property taxes	1,548,295	1,498,200
Other operating expenses	1,010,123	1,399,378
Utilities	1,395,467	1,350,708
Food	1,046,372	1,061,062
Contract services	603,047	922,926
Supplies	550,219	486,018
Ancillary health services	367,938	471,375
Repairs and maintenance	321,830	366,330
Insurance	150,695	150,651
Total Expenses and Losses	<u>25,700,561</u>	<u>26,433,759</u>
Deficiency of Revenues and Gains over Expenses and Losses from Operations	(2,897,047)	(3,909,954)
Nonoperating Items		
Unrealized loss on investments	(526,715)	(530,992)
Deficiency of Revenues and Gains over Expenses and Losses and Nonoperating Items	(3,423,762)	(4,440,946)
Unrestricted Net Assets - Beginning	<u>1,251,651</u>	<u>5,692,597</u>
Unrestricted Net Assets (Deficiency) - Ending	<u>\$ (2,172,111)</u>	<u>\$ 1,251,651</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
Cash Flows from Operating Activities		
Change in unrestricted net assets (deficiency)	\$ (3,423,762)	\$ (4,440,946)
Adjustments to reconcile change in unrestricted net assets (deficiency) to net cash provided by operating activities:		
Depreciation and amortization	4,450,325	4,301,939
Amortization of entry fees	(5,796,586)	(6,218,470)
Entry fees received	6,927,021	10,096,167
Net realized and unrealized loss (gain) on investments	39,962	(343,284)
(Gain) loss on disposal of assets	(7,605)	25,142
Other amortization	118,680	370,484
Deferred financing costs incurred	(67,425)	(234,974)
Changes in operating assets and liabilities:		
Accounts receivable	(405,229)	68,809
Contract receivables	(574,986)	(501,532)
Other receivables	11,202	2,397
Prepaid expenses and other	(113,808)	(23,635)
Accounts payable	183,597	34,474
Accrued expenses	(106,331)	(293,138)
Contract deposits	(21,625)	(201,809)
Deposits	5,382	(500)
Net Cash Provided by Operating Activities	<u>1,218,812</u>	<u>2,641,124</u>
Cash Flows from Investing Activities		
Purchases of property and equipment	(1,880,023)	(1,697,248)
Net additions (reductions) to assets held by trustee	5,599,191	(1,898,768)
(Purchases) sales of assets whose use is limited	5,996	(9,561)
Proceeds from sales of investments	4,853,019	11,939,953
Purchases of investments	<u>(1,409,943)</u>	<u>(7,727,952)</u>
Net Cash Provided by Investing Activities	<u>7,168,240</u>	<u>606,424</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Cash Flows from Financing Activities		
Refundable entry fees received	\$ 1,471,850	\$ 1,741,914
Proceeds from capital lease	402,972	--
Principal payment on capital lease obligation	(69,090)	--
Refunds of deposits and refundable entry fees	(2,803,801)	(637,136)
Repayment of long term debt	<u>(5,875,000)</u>	<u>(4,960,000)</u>
Net Cash Used in Financing Activities	<u>(6,873,069)</u>	<u>(3,855,222)</u>
Net Change in Cash and Cash Equivalents	1,513,983	(607,674)
Cash and Cash Equivalents - Beginning	<u>14,731</u>	<u>622,405</u>
Cash and Cash Equivalents - Ending	<u>\$ 1,528,714</u>	<u>\$ 14,731</u>
Supplemental Disclosures of Cash Flow Information		
Interest paid	<u>\$ 4,190,287</u>	<u>\$ 4,869,998</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Whitney Center, Incorporated (the Corporation) is a retirement community offering its residents a comprehensive range of facilities and services including a central dining room, a health center, common lounges and meeting rooms, and other amenities for retirement living. As of December 31, 2015 and 2014, there were 250 and 255 apartment units, respectively, including units available for assisted living, and 59 nursing beds in the health center.

Residents pay an entry fee and a monthly service fee that entitles them to the lifetime use and privileges of the retirement community including care in the health center. Residents do not acquire any interest in the real estate and property owned by the Corporation. Management of the Corporation is vested in the Board of Directors and designated officers.

SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The financial statements of the Corporation are prepared on the accrual basis of accounting. The financial statements report information regarding financial position and activities according to three classes of net assets; unrestricted, temporarily restricted, and permanently restricted. As of December 31, 2015 and 2014, all of the Corporation's net assets are unrestricted.

EXCESS OF REVENUES AND GAINS OVER EXPENSES AND LOSSES FROM OPERATIONS

The statements of activities include deficiency of revenues and gains over expenses and losses from operations as the performance indicator. Changes in unrestricted net assets that are excluded from deficiency of revenues and gains over expenses and losses from operations, consistent with industry practice, include unrealized loss on investments.

RISKS AND UNCERTAINTIES

The Corporation operates a retirement community that financed a large expansion and renovation project in 2009 with \$90 million of revenue bonds issued by the Town of Hamden. Since then, the Corporation has paid down over \$40 million of debt but experienced difficult market conditions and a slower than expected fill of new units. These events have caused the Corporation to suffer losses from operations in recent years. The Corporation has been successful at increasing occupancy and reducing losses from year to year and its 2016 annual plan is intended to achieve higher occupancy and financial results, but future results are not assured.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates include assessing the collectability of accounts receivable, the extent of contractual allowances, fair value of investments, and the estimated useful lives of long lived assets, among others. Actual results could differ from those estimates.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of the Corporation's financial instruments classified as current assets and current liabilities (cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses) approximates fair value. The fair values of other financial instruments are disclosed in the notes below.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include investments in highly liquid debt instruments with original maturities of three months or less at purchase. The Corporation routinely invests its surplus operating funds in a commercial sweep account. These funds generally invest in highly liquid U.S. Government and Agency obligations.

RECEIVABLES AND ALLOWANCE FOR DOUBTFUL ACCOUNTS

Accounts receivable are stated at the amount the Corporation expects to collect from outstanding balances. The Corporation provides for losses on accounts receivable using the allowance method. The allowance is based on a review of the current status of existing receivables, historical collection experience, third-party contracts, and other circumstances, which may affect the ability of patients to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Corporation's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRACT RECEIVABLES

Contract receivables include balances outstanding on completed residency agreements, including those with short-term deferred payment arrangements.

ASSETS WHOSE USE IS LIMITED

Assets whose use is limited include assets restricted in accordance with State law governing entrance fee escrow agreements, assets set aside in accordance with State law governing operating escrow and reserve funds, and assets set aside by the Board of Directors for the benefit of the residents and to fund other capital and service objectives.

ASSETS HELD BY TRUSTEE

Assets Held by Trustee are assets restricted pursuant to a trust indenture, relating to the Corporation's long-term debt. The specific accounts held by the trustee, in accordance with the requirements of the trust indenture as of December 31, 2015 and 2014, include a bond fund, debt service reserve fund, entrance fee escrow fund, and an operating reserve fund.

INVESTMENTS AND INVESTMENT INCOME

Investments, which consist of marketable equity securities, U.S. Government and Agency obligations, corporate bonds, and mutual funds, are measured at fair value in the statements of financial position. Fair value is defined as 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. Investment income (including realized gains and losses on investments, interest, and dividends) is included in deficiency of revenues and gains over expenses and losses from operations unless restricted by donor or law. Unrealized gains and losses on investments are excluded from deficiency of revenues and gains over expenses and losses from operations. Expenses relating to investment income, including custodial fees and investment advisory fees, amounted to \$39,289 in 2015 and \$67,698 in 2014 and have been netted against investment income in the accompanying statements of activities.

Investment accounts represent assets set aside by the Board for future capital improvements and to fund operating deficits, over which the Board retains control and may at its discretion subsequently use for other purposes.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED INCOME FROM ENTRY FEES AND REFUNDABLE ENTRY FEES

The Corporation has certain entry fee contracts that provide for refunds on a declining-scale if the contract is voluntarily terminated within 45 months of occupancy or if the resident dies within 12 months of occupancy. There is no refund after those periods have elapsed. Entry fees from these contracts are recorded as “deferred income from entry fees” and are recognized as income over the estimated remaining life expectancy of each resident, with the expectancy reevaluated annually.

Other entry fee contracts provide for a 50 percent, 60 percent or a 90 percent refund when an entry fee is received from a resident for the same or similar apartment. The refundable portion of the entry fees from these contracts are recorded as “refundable entry fees” and are recognized in the statements of financial position as a long-term liability.

The Corporation has modified contract options for those residents who wish to apply for long-term care insurance benefits or to self-insure for long-term care services in exchange for lower entry fees. Residents may terminate residency and care agreements at any time for any reason with 120 days’ notice. Payments of refunds are charged against the resident’s unamortized entry fee and/or refundable entry fees and any gain or loss is included in revenue or expense.

Total contractual refund obligations in the event of death at December 31, 2015 and 2014 were \$12,932,278 and \$13,397,289, respectively.

HEALTH CENTER

Health Center revenues are reported on an accrual basis in the period in which services are provided, at established rates. Arrangements with third party payors for providing service at less than established rates are reported as deductions from health center revenue on an accrual basis.

Revenues from the Medicare and Medicaid programs accounted for approximately 24 percent and 25 percent and 21 and 7 percent, respectively, of the Corporation’s net Health Center revenues for the years ended December 31, 2015 and 2014.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

HEALTH CENTER (CONTINUED)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Corporation believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries are outstanding, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs.

PROPERTY AND EQUIPMENT

Property and equipment, including assets held under capital leases, are stated at cost net of accumulated depreciation. Maintenance and repairs are charged to expense as incurred. Depreciation is provided over the estimated useful life of each asset, which ranges from three to forty years, and is computed using the straight-line method. When assets are disposed of, the asset and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the statement of activities. Construction in process is recorded at cost and consists of assets that have not yet been placed in service.

LONG-LIVED ASSETS

The Corporation continually evaluates whether events and circumstances have occurred that may warrant revision of the estimated useful life of its long-lived assets or whether the remaining balance of its long-lived assets should be evaluated for possible impairment. If and when such factors, events or circumstances indicate that long-lived assets should be evaluated for possible impairment, the Corporation will determine the fair value of the asset by making an estimate of expected future cash flows over the remaining lives of the respective assets and compare that fair value with the carrying value of the assets in measuring their recoverability. In determining the expected future cash flows, the assets will be grouped at the lowest levels for which there are cash flows. There were no impairment losses recognized during 2015 or 2014.

OBLIGATION TO PROVIDE FUTURE SERVICES

The Corporation 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 balance of deferred revenue from entry fees.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

OBLIGATION TO PROVIDE FUTURE SERVICES (CONTINUED)

If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from entry fees, a liability is recorded (obligation to provide future services) with a corresponding charge to income. The obligation is discounted at 7.00 percent, based on the interest rate of related long-term debt. No liability has been recorded as of December 31, 2015 and 2014 because the present value of the net cost of future services and use of facilities is less than deferred revenue from entry fees. The liability was determined using currently-enacted rules, although new rules for calculating this obligation may be issued in the future because of recently enacted changes to rules regarding the recognition of obligations related to refundable entry fee contracts.

DEFERRED FINANCING COSTS

In April 2015, the FASB issued Accounting Standards Update 2015-03, *Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 amends current presentation guidance by requiring that debt issuance costs related to a recognized debt liability be presented in the balance sheets as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for interim and annual reporting periods beginning after December 15, 2015, with early adoption permitted. Management elected to early adopt ASU 2015-03 as displayed in the accompanying balance sheets, and accordingly has presented the debt issuance costs as a debt discount in all periods presented.

The application of this standard had no effect to the statement of activities for the year ended December 31, 2014 or net assets as of December 31, 2014. The application of this standard resulted in a decrease in total assets and total liabilities of \$2,068,850 due to the change in presentation in 2014 from an asset to a contra-liability as required by the standard.

Deferred financing costs are amortized using the yield method over the term of the related financing agreements. Accumulated amortization for the years ended December 31, 2015 and 2014 was \$794,153 and \$696,474, respectively. Amortization expense for the years ended December 31, 2015 and 2014 was \$97,679 and \$109,699, respectively.

DEFERRED MARKETING COSTS

Deferred marketing costs represent costs incurred to secure deposits and continuing care contracts for new apartment units. These costs are amortized on a straight-line basis over the average life expectancy of the residents.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

The Corporation has been recognized by the Internal Revenue Service as a not-for-profit corporation as described in the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of December 31, 2015 and 2014, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Corporation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

RETIREMENT PLAN

The Corporation maintains a defined contribution retirement plan that covers all eligible employees. The plan includes a Corporation matching contribution as follows:

- A 100% matching contribution of the first 3% of contributions made by a participating employee based on annual salary.
- A 50% matching contribution of the next 2% of additional contributions made by a participating employee based on annual salary.

For 2015 and 2014, contributions to the plan amounted to \$199,284 and \$153,350, respectively.

PRESENTATION OF INSURANCE CLAIMS AND RELATED INSURANCE RECOVERIES

The Corporation follows the provisions of Accounting Standards Update (ASU) 2010-24, *Presentation of Insurance Claims and Related Insurance Recoveries*, which indicates that health care entities should not net insurance recoveries against the related claim liabilities. As of December 31, 2015 and 2014, the Corporation recorded \$21,460 and \$44,025, respectively in both prepaid expenses and other current assets and accrued expenses representing the Corporation's workers' compensation claims covered by insurance for losses in excess of the Corporation's deductible amounts.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

SUBSEQUENT EVENTS

The Corporation has evaluated subsequent events through May 2, 2016, which is the date these financial statements were available to be issued. All subsequent events requiring recognition or disclosure as of December 31, 2015, have been incorporated into these financial statements.

NOTE 2 - ACCOUNTS RECEIVABLE

At December 31, accounts receivable from third-party payors and patients consisted of the following:

	2015	2014
Medicaid	\$ 188,784	\$ 29,640
Medicare	215,778	139,454
Private pay	347,183	225,114
Other third party payors	<u>160,737</u>	<u>113,045</u>
	912,482	507,253
Less allowance for doubtful accounts	<u>10,000</u>	<u>10,000</u>
	<u>\$ 902,482</u>	<u>\$ 497,253</u>

The Corporation provides health care services to its patients and generally does not require collateral or other security in providing these services; however, they do routinely obtain assignment of patients' benefits payable under their individual health care insurance programs, plans or policies.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT

Investments at December 31 are summarized as follows:

	2015		2014	
	Cost	Fair Value	Cost	Fair Value
Assets whose use is limited				
Cash and equivalents	\$ 98,602	\$ 98,602	\$ 34,962	\$ 34,962
Mutual funds	<u>629,687</u>	<u>813,158</u>	<u>552,500</u>	<u>886,291</u>
	<u><u>\$ 728,289</u></u>	<u><u>\$ 911,760</u></u>	<u><u>\$ 587,462</u></u>	<u><u>\$ 921,253</u></u>
	2015		2014	
	Cost	Fair Value	Cost	Fair Value
Long-term investments:				
Cash and equivalents	\$ 713,485	\$ 713,485	\$ 170,845	\$ 170,845
Mutual funds	540,803	158,999	629,237	606,452
U.S. Government and Agency obligations	150,073	168,974	845,900	894,149
Corporate bonds	99,446	96,527	1,043,905	1,036,290
Marketable equity securities	<u>1,363,185</u>	<u>1,876,773</u>	<u>3,283,748</u>	<u>3,790,060</u>
	<u><u>\$ 2,866,992</u></u>	<u><u>\$ 3,014,758</u></u>	<u><u>\$ 5,973,635</u></u>	<u><u>\$ 6,497,796</u></u>

RISKS AND UNCERTAINTIES

The Corporation's investment securities are subject to exposure to various risks such as interest rate risk, financial market risk, and credit risk. Due to the level of risk associated with investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the value of investment securities reported in the Corporation's financial statements.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

FAIR VALUE MEASUREMENT

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Corporation has the ability to access.

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;
- 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 asset's 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. When, as a practical expedient, an investment is measured at fair value on the basis of net asset value, its classification as Level 2 or 3 will be impacted by the ability to redeem the investment at net asset value at the measurement date. If there is uncertainty or the inability to redeem an investment at net asset value in the near term subsequent to the measurement date, the investment is categorized as Level 3.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

Following is a description of the valuation techniques used for investments measured at fair value.

Mutual Funds - Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

U.S. Government Securities and Agency Obligations – Valued based on quoted prices in active markets, and are generally categorized in Level 1 of the fair value hierarchy.

Corporate Bonds - Valued using recently executed transactions, market price quotations (where observable), bond spreads or other available data. When observable price quotations are not available, fair value is determined based on cash flow models with yield curves, bond swap spreads, and other available inputs. Corporate obligations are generally categorized in Level 2 of the fair value hierarchy.

Marketable Equity Securities - Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

There have been no changes in the methodologies used at December 31, 2015 and 2014.

The following tables presents information about the Corporation's investments, including assets whose use is limited, measured at fair value:

	December 31, 2015		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	\$ 812,087	\$ --	\$ 812,087
Mutual funds	972,157	--	972,157
U.S. Government and Agency obligations	168,974	--	168,974
Corporate bonds	--	96,527	96,527
Marketable equity securities	<u>1,876,773</u>	<u>--</u>	<u>1,876,773</u>
	<u>\$ 3,829,991</u>	<u>\$ 96,527</u>	<u>\$ 3,926,518</u>

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

	December 31, 2014		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	\$ 205,807	\$ --	\$ 205,807
Mutual funds	1,492,743	--	1,492,743
U.S. Government and Agency obligations	894,149	--	894,149
Corporate bonds	--	1,036,290	1,036,290
Marketable equity securities	<u>3,790,060</u>	<u>--</u>	<u>3,790,060</u>
	<u>\$ 6,382,759</u>	<u>\$ 1,036,290</u>	<u>\$ 7,419,049</u>

NOTE 4 - PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31 follows:

	2015	2014
Land and land improvements	\$ 734,660	\$ 711,382
Buildings	115,239,942	113,594,730
Furniture, fixtures and equipment	4,838,798	4,577,276
Vehicles	246,888	231,784
Capital projects	<u>--</u>	<u>54,510</u>
	121,060,288	119,169,682
Less accumulated depreciation and amortization	<u>36,078,566</u>	<u>32,214,647</u>
	<u>\$ 84,981,722</u>	<u>\$ 86,955,035</u>

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 5 - ASSETS HELD BY TRUSTEE

In accordance with the Town of Hamden, Connecticut Revenue Bonds (Whitney Center Project), Series 2009, the Corporation maintains the following accounts with a trustee:

BOND FUND

The Corporation is required to maintain a bond fund, and within such fund a Debt Service account. The balance of the Debt Service Account at December 31, 2015 and 2014 was \$2,425,012 and \$2,590,879, respectively.

DEBT SERVICE RESERVE FUND

The Corporation is required to maintain a debt service reserve fund in an amount equal to the maximum annual debt service requirement for the Series A Bonds and an amount equal to twelve months of interest due on the Series B Bonds and the Series C Bonds. Funds on deposit in these accounts shall be applied to make up any deficiencies in the Bond Fund with respect to payments on the bonds. The balance of the debt service reserve funds at December 31, 2015 and 2014 was \$4,329,352 and \$4,642,248, respectively.

ENTRANCE FEE ESCROW FUND

The entrance fee escrow fund was funded with initial entrance fees from the project. Funds in the entrance fee escrow fund were used to pay interest and principal amounts to redeem a portion of the Series B Bonds. The escrow funds were used in 2015 to pay the remainder of the Series B Bonds and had a \$0 balance as of December 31, 2015. The balance of the entrance fee escrow fund at December 31, 2014 was \$5,128,432.

OPERATING RESERVE FUND

The Corporation is also required to maintain an operating reserve fund, which shall be funded in an amount equal to the Corporation's operating reserve requirement. Funds in the operating reserve fund shall be used for debt service or any operating expenses, to the extent that the Corporation does not have other funds available for the payment of such expenses.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 5 - ASSETS HELD BY TRUSTEE (CONTINUED)

OPERATING RESERVE FUND (CONTINUED)

If at any time the amount on deposit in the operating reserve fund is less than the operating reserve requirement, the Corporation shall pay to the trustee the amount necessary to restore the balance in the operating reserve fund as soon as practicable, but not later than twelve months after the date the deficiency was created. The operating escrow requirement at December 31, 2015 and 2014 was approximately \$1,445,000 and \$1,450,000, respectively. The balance of the operating reserve fund at December 31, 2015 and 2014 was \$1,452,004 and \$1,444,000, respectively.

NOTE 6 - LONG-TERM DEBT

Long-term debt consists of the following at December 31:

	2015	2014
Town of Hamden Revenue Bonds (Whitney Center Project) Series 2009		
Fixed Rate Revenue Bonds Series 2009A	\$ 46,225,000	\$ 46,695,000
Entrance Fee Principal Redemption Bonds Series 2009B	--	5,405,000
Adjustable Rate Revenue Bonds Series 2009C	<u>3,700,000</u>	<u>3,700,000</u>
	49,925,000	55,800,000
Less, current portion	505,000	4,610,000
Less, deferred financing costs	2,030,807	2,068,850
Less, unamortized original issue discount	<u>295,849</u>	<u>309,061</u>
Long-term portion	<u>\$ 47,093,344</u>	<u>\$ 48,812,089</u>

In December 2009, the Corporation issued \$89,895,000 (par value) of Town of Hamden, Connecticut Facility Revenue Bonds (Whitney Center Project), Series 2009 (2009 Bonds) at an aggregate original issue discount of \$915,454.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 6 - LONG-TERM DEBT (CONTINUED)

As indicated above, the Series 2009 Bonds include three series of bonds. The Series 2009A fixed rate revenue bonds have interest rates ranging from 7.625 percent to 7.75 percent, and mandatory annual sinking fund redemptions beginning in 2015 and extending through final maturity in 2043.

The Series 2009B entrance fee principal redemption bonds had an interest rate at 6.755% associated with \$4,140,000 due January 1, 2015 and \$1,265,000 due January 1, 2018. Both were subject to redemption prior to maturity in whole or part from new unit entrance fees in chronological order based on maturity. In November 2013, the Corporation solicited up to \$4 million of holders of the Series 2009B bonds due January 1, 2015 to exchange their bonds for 2013 bonds with identical terms except that the maturity date would be January 1, 2018. As of February 19, 2014, the offer was accepted by \$1,265,000 of 2009B bondholders. The interest rate, redemption provisions, and all other terms except maturity date for the Series 2013 bonds due in 2018 are the same as the original Series 2009B bonds they replaced.

During 2015, the Corporation redeemed the remaining \$5,405,000 of the Series 2009B Bonds and Series 2013 Bonds, and \$470,000 of the Series 2009A Bonds. During 2014, the Corporation redeemed \$4,960,000 of the Series 2009B Bonds, out of funds in the entrance fee escrow fund.

The Series 2009C adjustable rate revenue bonds have an initial interest rate of 7.25%, reset to 5.50% on January 1, 2016, and a mandatory maturity of 2043 that is subject to redemption prior to maturity in whole or in part from new unit entrance fees beginning January 1, 2016 after the redemption of Series 2009B.

Financing costs associated with the issuance of the Series 2009 Bonds, and the related exchange offer in 2013, totaling \$2,998,414, have been deferred and are being amortized over the term of the bonds. In addition, the original issue discount of \$915,454 has been capitalized and is being amortized on a yield method over the term of the bonds. At December 31, 2015, the unamortized original issuance discount was \$295,849, and the total outstanding principal balance was \$49,925,000. At December 31, 2014, the unamortized original issuance discount was \$309,061, and the total outstanding principal balance was \$55,800,000.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 6 - LONG-TERM DEBT (CONTINUED)

The Series 2009 Bonds are collateralized by (i) a first mortgage lien on the Corporation's main operating facility, (ii) a security interest in all personal property, fixtures, and equipment, (iii) a security interest in the gross revenues of the Corporation, and (iv) an assignment of the Corporation's rights under its residency agreements.

The Loan Agreement (and Security Agreement) and related Trust Indenture to the Series 2009 Bonds (as amended November 1, 2013) also provides for, among other requirements, the maintenance of certain financial and operational covenants including a minimum debt service coverage ratio, a days' cash on hand ratio, and marketing and occupancy targets. During 2014 and as of December 31, 2014, the Corporation was in compliance with all applicable financial covenants. The debt service coverage ratio test was not applicable in 2014.

Because of a slow pace of apartment sales in the first half of 2015, the Corporation failed to meet the requirements of the North (original building) occupancy covenant on the 2015 test dates in June, September and December. The Corporation also failed to meet the South (new building) occupancy covenant on the September test date but did meet this requirement in December. The Corporation failed to meet the days' cash on hand covenant on June 30, 2015 and December 31, 2015. Missing these covenants was not an event of default on the Series 2009 Bonds because required actions were taken including the hiring of an outside consultant and the implementation of a plan to improve occupancy and restore compliance. The Corporation's 2016 business plan reflects a gradual improvement of occupancy and cash reserves but the expectation is that it will take two years or more to restore compliance with all financial and operational covenants. The Corporation regularly communicates with bondholders by filing required compliance reports and conducting periodic conference calls.

The State of Connecticut requires that continuing care facilities maintain a reserve fund, which consists of one year's debt service requirements plus one month's operating costs. As of December 31, 2015 and 2014, the Corporation had established the required reserve funds, which consist of U.S. Government obligations, common stocks and money market funds. These funds are not available for current operating purposes. The total reserve requirement was approximately \$5.77 million at December 31, 2015 and \$6.09 million at December 31, 2014. The balance in these funds amounted to \$5,781,356 and \$6,086,248 at December 31, 2015 and 2014, respectively. Such amounts have been classified as assets held by trustee on the statements of financial position.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 6 - LONG-TERM DEBT (CONTINUED)

Scheduled maturities of long-term debt at December 31, are as follows:

Years ending <u>December 31,</u>	
2016	\$ 505,000
2017	545,000
2018	585,000
2019	630,000
2020	680,000
Thereafter	<u>46,980,000</u>
	<u>\$ 49,925,000</u>

NOTE 7 – SALE AND LEASEBACK TRANSACTION

In 2015, the Corporation entered into a Sale Leaseback Agreement, whereby the Corporation sold certain building improvements, and other furniture, fixtures and equipment for a purchase price of \$402,972. The Corporation accounted for the transaction under the provisions of FASB ASC 840-40, “Leases – Sale-leaseback Transactions”. The Corporation did not realize a significant gain or loss on the sale, as the assets sold had been recently acquired by the Corporation.

NOTE 8 – CAPITAL LEASE OBLIGATION

Pursuant to a Sale Leaseback Agreement noted above, the Corporation entered into a 36-month capital lease, payable in monthly installments of \$11,033 at an interest imputed rate of 6.22% through 2018. The base annual rental is \$132,408. The Corporation has on deposit \$20,535 as security for the performance of its obligations under the lease. Pursuant to the terms of the lease, the Corporation is required to pay all costs associated with the operation of the property including, without limitation, insurance, taxes, and maintenance. The lease also contains customary representations, warranties, obligations, conditions and indemnification provisions and grants the purchaser customary remedies upon a breach of the lease by the Corporation, including the right to terminate the lease and hold the Corporation liable for any deficiency in future rent.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

NOTE 8 – CAPITAL LEASE OBLIGATION (CONTINUED)

Scheduled maturities of capital lease obligation at December 31, are as follows:

Years ending <u>December 31,</u>	
2016	\$ 132,400
2017	132,400
2018	<u>99,300</u>
	364,100
Less, amount representing interest	<u>10,485</u>
	<u>\$ 353,615</u>

NOTE 9 - FUNCTIONAL EXPENSES

The Corporation provides services to residents including independent living, skilled nursing, and assisted living. Expenses related to providing these services for the years ended December 31, as follows:

	<u>2015</u>	<u>2014</u>
Program services	\$ 21,919,235	\$ 22,489,357
Management, general and administrative	<u>3,778,406</u>	<u>3,919,260</u>
	<u>\$ 25,697,641</u>	<u>\$ 26,408,617</u>

**INDEPENDENT AUDITORS' REPORT
ON SUPPLEMENTARY INFORMATION**

To the Board of Directors
Whitney Center, Incorporated

We have audited the financial statements of Whitney Center, Incorporated as of and for the years ended December 31, 2015 and 2014, and our report thereon dated May 2, 2016, which expressed an unqualified opinion on those financial statements, appears on pages 1-2. Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information, Schedule I – Comparison of Statements of Activities, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of those financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Marcum LLP

New Haven, CT
May 2, 2016

WHITNEY CENTER, INCORPORATED

SCHEDULE I – COMPARISON OF STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014	Increase (Decrease)	
			Dollar Change	Percent Change
Changes in Unrestricted Net Assets				
Revenues and Gains				
Resident services	\$ 21,485,626	\$ 20,826,475	\$ 659,151	3%
Other operating revenues	725,469	696,336	29,133	4%
Investment income	105,641	108,220	(2,579)	-2%
Gain on sale of investments	486,753	874,276	(387,523)	-44%
Contributions and other	25	18,498	(18,473)	-100%
	<u>22,803,514</u>	<u>22,523,805</u>	<u>279,709</u>	<u>1%</u>
Expenses and Losses				
Administrative and general	3,374,392	3,285,345	89,047	3%
Housekeeping and laundry	854,075	830,772	23,303	3%
Utilities	1,395,467	1,350,708	44,759	3%
Plant and security	1,330,844	1,382,386	(51,542)	-4%
Dining services	2,578,652	2,747,108	(168,456)	-6%
Health Center services	3,134,423	3,257,415	(122,992)	-4%
Assisted living and wellness	752,484	843,896	(91,412)	-11%
Resident services	428,344	462,326	(33,982)	-7%
Employee benefits	1,863,128	1,762,002	101,126	6%
Depreciation and amortization	4,450,325	4,301,939	148,386	3%
Interest expense	3,990,132	4,711,662	(721,530)	-15%
Property taxes	1,548,295	1,498,200	50,095	3%
	<u>25,700,561</u>	<u>26,433,759</u>	<u>(733,198)</u>	<u>-3%</u>
Excess of Revenues and Gains over Expenses and Losses from Operations	<u>\$ (2,897,047)</u>	<u>\$ (3,909,954)</u>	<u>\$ 1,012,907</u>	<u>-26%</u>

See independent auditors' report on supplementary information.

WHITNEY CENTER, INCORPORATED

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

WHITNEY CENTER, INCORPORATED

CONTENTS

Independent Auditors' Report	1-2
---	------------

Financial Statements

Statements of Financial Position.....	3-4
Statements of Activities	5
Statements of Cash Flows.....	6-7

Notes to Financial Statements.....	8-24
---	-------------

Independent Auditors' Report on Supplementary Information	25
--	-----------

Supplementary Information

Schedule I – Comparison of Statements of Activities	26
---	----

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Whitney Center, Incorporated

Report on the Financial Statements

We have audited the accompanying financial statements of Whitney Center, Incorporated (a nonprofit organization), which comprises the statements of financial position as of December 31, 2014 and 2013, and the related statements of activities 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 financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these 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 audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial position of Whitney Center, Incorporated as of December 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Marcum LLP

New Haven, CT
April 28, 2015

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2014 AND 2013

	2014	2013
Assets		
Current Assets		
Cash and cash equivalents	\$ 14,731	\$ 622,405
Accounts receivable, less allowance for doubtful accounts	497,253	566,062
Contract receivables	573,179	71,647
Other receivables	46,527	48,924
Prepaid expenses and other current assets	292,219	268,584
Assets whose use is limited	<u>921,253</u>	<u>850,801</u>
Total Current Assets	2,345,162	2,428,423
Assets Held by Trustee	13,805,559	11,950,029
Investment Accounts	6,497,796	10,384,166
Property and Equipment	86,955,035	88,998,982
Other Assets		
Deferred marketing costs, less accumulated amortization of \$1,895,543 in 2014 and \$1,309,656 in 2013	3,301,705	3,887,591
Deferred financing costs, less accumulated amortization of \$696,474 in 2014 and \$586,775 in 2013	<u>2,068,850</u>	<u>2,176,665</u>
Total Assets	<u>\$ 114,974,107</u>	<u>\$ 119,825,856</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF FINANCIAL POSITION (CONTINUED)

DECEMBER 31, 2014 AND 2013

	2014	2013
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	\$ 854,837	\$ 820,363
Accrued expenses	3,724,618	4,017,756
Contract deposits	47,202	249,011
Current portion of long-term debt	<u>4,610,000</u>	<u>--</u>
Total Current Liabilities	9,236,657	5,087,130
Long-Term Debt - less current portion	50,880,939	60,423,243
Deferred Income from Entry Fees	40,178,861	36,880,771
Refundable Entry Fees	13,397,289	11,712,905
Deposits	<u>28,710</u>	<u>29,210</u>
Total Liabilities	113,722,456	114,133,259
Total Net Assets	<u>1,251,651</u>	<u>5,692,597</u>
Total Liabilities and Net Assets	<u>\$ 114,974,107</u>	<u>\$ 119,825,856</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014	2013
Change in Unrestricted Net Assets		
Revenues and gains		
Resident services, including amortization of entry fees of \$6,218,470 in 2014 and \$6,033,203 in 2013	\$ 20,826,475	\$ 19,990,795
Other operating revenues	696,336	662,521
Investment income	108,220	164,294
Gain on sale of investments	874,276	995,755
Contributions	<u>18,498</u>	<u>1,830</u>
Total Revenues and Gains	<u>22,523,805</u>	<u>21,815,195</u>
Expenses and losses		
Salaries and wages	7,951,508	7,962,406
Interest expense	4,711,662	5,118,706
Depreciation and amortization	4,301,939	4,210,038
Employee benefits	1,762,002	1,641,404
Property taxes	1,498,200	1,404,980
Other operating expenses	1,374,236	1,341,033
Utilities	1,350,708	1,264,730
Food	1,061,062	1,040,071
Contract services	922,926	983,546
Supplies	486,018	512,020
Ancillary health services	471,375	670,918
Repairs and maintenance	366,330	450,472
Insurance	150,651	150,551
Loss on disposal of assets	<u>25,142</u>	<u>105,781</u>
Total Expenses and Losses	<u>26,433,759</u>	<u>26,856,656</u>
Net Loss	(3,909,954)	(5,041,461)
Unrealized (Loss) Gain on Investments	<u>(530,992)</u>	<u>334,951</u>
Change in Unrestricted Net Assets	(4,440,946)	(4,706,510)
Unrestricted Net Assets - Beginning	<u>5,692,597</u>	<u>10,399,107</u>
Unrestricted Net Assets - Ending	<u>\$ 1,251,651</u>	<u>\$ 5,692,597</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014	2013
Cash Flows from Operating Activities		
Change in unrestricted net assets	\$ (4,440,946)	\$ (4,706,510)
Adjustments to reconcile change in unrestricted net assets to net cash provided by operating activities:		
Depreciation and amortization	4,301,939	4,210,038
Amortization of entry fees	(6,218,470)	(6,033,203)
Entry fees received	10,096,167	11,892,431
Net realized and unrealized gain on investments	(343,284)	(1,330,706)
Loss on disposal of assets	25,142	105,781
Other amortization	370,484	264,507
Deferred financing costs incurred	(234,974)	(216,708)
Changes in operating assets and liabilities:		
Accounts receivable	68,809	44,839
Contract receivables	(501,532)	--
Other receivables	2,397	29,782
Prepaid expenses and other	(23,635)	20,936
Accounts payable	34,474	397,534
Accrued expenses	(293,138)	(216,308)
Contract deposits	(201,809)	(135,701)
Deposits	(500)	(1,686)
Net Cash Provided by Operating Activities	<u>2,641,124</u>	<u>4,325,026</u>
Cash Flows from Investing Activities		
Purchases of property and equipment	(1,697,248)	(1,361,964)
Net additions to assets held by trustee	(1,898,768)	(1,025,325)
(Purchases) sales of assets whose use is limited	(9,561)	224,551
Proceeds from sales of investments	11,939,953	12,019,356
Purchases of investments	(7,727,952)	(7,987,250)
Net Cash Provided by Investing Activities	<u>606,424</u>	<u>1,869,368</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Cash Flows from Financing Activities		
Refundable entry fees received	\$ 1,741,914	\$ 2,458,000
Refunds of deposits and refundable entry fees	(637,136)	(777,369)
Repayment of long term debt	<u>(4,960,000)</u>	<u>(10,170,000)</u>
Net Cash Used in Financing Activities	<u>(3,855,222)</u>	<u>(8,489,369)</u>
Net Change in Cash and Cash Equivalents	(607,674)	(2,294,975)
Cash and Cash Equivalents - Beginning	<u>622,405</u>	<u>2,917,380</u>
Cash and Cash Equivalents - Ending	<u>\$ 14,731</u>	<u>\$ 622,405</u>
Supplemental Disclosures of Cash Flow Information		
Interest paid	<u>\$ 4,869,746</u>	<u>\$ 5,433,147</u>

The accompanying notes are an integral part of these financial statements.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Whitney Center, Incorporated (the Corporation) is a retirement community offering its residents a comprehensive range of facilities and services including a central dining room, a health center, common lounges and meeting rooms, and other amenities for retirement living. As of December 31, 2014, there were 255 apartment units, including units available for assisted living, and 59 nursing beds in the health center.

Residents pay an entry fee and a monthly service fee that entitles them to the lifetime use and privileges of the retirement community including care in the health center. Residents do not acquire any interest in the real estate and property owned by the Corporation. Management of the Corporation is vested in the Board of Directors and designated officers.

SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The financial statements of the Corporation are prepared on the accrual basis of accounting. The financial statements report information regarding financial position and activities according to three classes of net assets; unrestricted, temporarily restricted, and permanently restricted. As of December 31, 2014 and 2013, all of the Corporation's net assets are unrestricted.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates include assessing the collectibility of accounts receivable, the extent of contractual allowances, fair value of investments, and the estimated useful lives of long lived assets, among others. Actual results could differ from those estimates.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of the Corporation's financial instruments classified as current assets and current liabilities (cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses) approximates fair value. The fair values of other financial instruments are disclosed in the notes below.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include investments in highly liquid debt instruments with original maturities of three months or less at purchase. The Corporation routinely invests its surplus operating funds in a commercial sweep account. These funds generally invest in highly liquid U.S. Government and Agency obligations.

RECEIVABLES AND ALLOWANCE FOR DOUBTFUL ACCOUNTS

Accounts receivable are stated at the amount the Corporation expects to collect from outstanding balances. The Corporation provides for losses on accounts receivable using the allowance method. The allowance is based on a review of the current status of existing receivables, historical collection experience, third-party contracts, and other circumstances, which may affect the ability of patients to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Corporation's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected.

CONTRACT RECEIVABLES

Contract receivables include balances outstanding on completed residency agreements, including those with short-term deferred payment arrangements.

ASSETS WHOSE USE IS LIMITED

Assets whose use is limited include assets restricted in accordance with State law governing entrance fee escrow agreements, assets set aside in accordance with State law governing operating escrow and reserve funds, and assets set aside by the Board of Directors as a fund for the benefit of the residents.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS HELD BY TRUSTEE

Assets held by trustee are assets restricted pursuant to a trust indenture, relating to the Corporation's long-term debt. The specific accounts held by the trustee, in accordance with the requirements of the trust indenture as of December 31, 2014 and 2013, include a bond fund, debt service reserve fund, entrance fee escrow fund, and an operating reserve fund.

INVESTMENTS AND INVESTMENT INCOME

Investments, which consist of marketable equity securities, U.S. Government and Agency obligations, corporate bonds, and mutual funds, are measured at fair value in the statements of financial position. Investment income (including realized gains and losses on investments, interest, and dividends) is included in net income unless restricted by donor or law. Unrealized gains and losses on investments are excluded from net income. Expenses relating to investment income, including custodial fees and investment advisory fees, amounted to \$67,698 in 2014 and \$108,660 in 2013 and have been netted against investment income in the accompanying statements of activities.

Investment accounts represent assets set aside by the Board for future capital improvements and to fund operating deficits, over which the Board retains control and may at its discretion subsequently use for other purposes.

DEFERRED INCOME FROM ENTRY FEES AND REFUNDABLE ENTRY FEES

The Corporation has certain entry fee contracts that provide for refunds on a declining-scale if the contract is voluntarily terminated within 50 months (100 months for entrants before October 15, 2007) of occupancy or if the resident dies within 12 months of occupancy. There is no refund after those periods have elapsed. Entry fees from these contracts are recorded as "deferred income from entry fees" and are recognized as income over the estimated remaining life expectancy of each resident, with the expectancy reevaluated annually.

Other entry fee contracts provide for a 50 percent, 60 percent or a 90 percent refund when an entry fee is received from a resident for the same or similar apartment. The refundable portion of the entry fees from these contracts are recorded as "refundable entry fees" and are recognized in the statements of financial position as a long-term liability.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED INCOME FROM ENTRY FEES AND REFUNDABLE ENTRY FEES (CONTINUED)

The Corporation has modified contract options for those residents who wish to apply for long-term care insurance benefits or to self-insure for long-term care services in exchange for lower entry fees. Residents may terminate residency and care agreements at any time for any reason with 120 days' notice. Payments of refunds are charged against the resident's unamortized entry fee and/or refundable entry fees and any gain or loss is included in revenue or expense.

Total contractual refund obligations in the event of death at December 31, 2014 and 2013 were \$13,397,289 and \$11,712,905, respectively.

HEALTH CENTER

Health Center revenues are reported on an accrual basis in the period in which services are provided, at established rates. Arrangements with third party payors for providing service at less than established rates are reported as deductions from health center revenue on an accrual basis.

Revenues from the Medicare and Medicaid programs accounted for approximately 25 percent and 26 percent and 7 and 10 percent, respectively, of the Corporation's net Health Center revenues for the years ended December 31, 2014 and 2013.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Corporation believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries are outstanding, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Maintenance and repairs are charged to expense as incurred. Depreciation is provided over the estimated useful life of each asset, which ranges from three to forty years, and is computed using the straight-line method. When assets are disposed of, the asset and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the statement of activities. Construction in process is recorded at cost and consists of assets that have not yet been placed in service.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

LONG-LIVED ASSETS

The Corporation continually evaluates whether events and circumstances have occurred that may warrant revision of the estimated useful life of its long-lived assets or whether the remaining balance of its long-lived assets should be evaluated for possible impairment. If and when such factors, events or circumstances indicate that long-lived assets should be evaluated for possible impairment, the Corporation will determine the fair value of the asset by making an estimate of expected future cash flows over the remaining lives of the respective assets and compare that fair value with the carrying value of the assets in measuring their recoverability. In determining the expected future cash flows, the assets will be grouped at the lowest levels for which there are cash flows. There were no impairment losses recognized during 2014 or 2013.

OBLIGATION TO PROVIDE FUTURE SERVICES

The Corporation 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 balance of deferred revenue from entry fees. If the present value of the net cost of future services and the use of facilities exceeds the deferred revenue from entry fees, a liability is recorded (obligation to provide future services) with a corresponding charge to income. The obligation is discounted at 7.00 percent, based on the interest rate of related long-term debt.

No liability has been recorded for the years ended December 31, 2014 and 2013 because the present value of the net cost of future services and use of facilities is less than deferred revenue from entry fees. The liability was determined using currently-enacted rules, although new rules for calculating this obligation may be issued in the future because of recently enacted changes to rules regarding the recognition of obligations related to refundable entry fee contracts.

DEFERRED FINANCING COSTS

Deferred financing costs are amortized using the yield method over the term of the related financing agreements.

DEFERRED MARKETING COSTS

Deferred marketing costs represent costs incurred to secure deposits and continuing care contracts for new apartment units. These costs are amortized on a straight-line basis over the average life expectancy of the residents.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

STATEMENT OF ACTIVITIES

The statement of activities includes net loss. Changes in unrestricted net assets that are excluded from net loss, consistent with industry practice, include unrealized gains and losses on investments, permanent transfers of assets to and from affiliates other than for goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

INCOME TAXES

The Corporation has been recognized by the Internal Revenue Service as a not-for-profit corporation as described in the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken and recognize a tax liability (or asset) if the organization has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management has analyzed the tax positions taken and has concluded that as of December 31, 2014 and 2013, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Corporation is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes the Corporation is no longer subject to income tax examinations for years prior to 2011.

RETIREMENT PLAN

The Corporation maintains a defined contribution retirement plan that covers all eligible employees. The plan includes a Corporation matching contribution as follows:

- A 100% matching contribution to the contribution made by a participating employee for contributions up to 3% of annual salary.
- A 50% matching contribution to additional contributions made by a participating employee for contributions up to 2% of annual salary.

For 2014 and 2013, contributions to the plan amounted to \$153,350 and \$133,487, respectively.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1 - NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PRESENTATION OF INSURANCE CLAIMS AND RELATED INSURANCE RECOVERIES

The Corporation follows the provisions of Accounting Standards Update (ASU) 2010-24, *Presentation of Insurance Claims and Related Insurance Recoveries*, which indicates that health care entities should not net insurance recoveries against the related claim liabilities. As of December 31, 2014 and 2013, the Corporation recorded \$44,025 and \$24,095, respectively in both prepaid expenses and other current assets and accrued expenses representing the Corporation's workers' compensation claims covered by insurance for losses in excess of the Corporation's deductible amounts.

SUBSEQUENT EVENTS

The Corporation has evaluated subsequent events through April 28, 2015, which is the date these financial statements were available to be issued. All subsequent events requiring recognition or disclosure as of December 31, 2014, have been incorporated into these financial statements.

NOTE 2 - ACCOUNTS RECEIVABLE

At December 31, accounts receivable from third-party payors and patients consisted of the following:

	2014	2013
Medicaid	\$ 29,640	\$ 20,654
Medicare	139,454	236,467
Private pay	225,114	204,903
Other third party payors	<u>113,045</u>	<u>114,038</u>
	507,253	576,062
Less allowance for doubtful accounts	<u>10,000</u>	<u>10,000</u>
	<u>\$ 497,253</u>	<u>\$ 566,062</u>

The Corporation provides health care services to its patients and generally does not require collateral or other security in providing these services; however, they do routinely obtain assignment of patients' benefits payable under their individual health care insurance programs, plans or policies.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT

Investments at December 31 are summarized as follows:

	2014		2013	
	Cost	Fair Value	Cost	Fair Value
Assets whose use is limited				
Cash and equivalents	\$ 34,962	\$ 34,962	\$ 25,402	\$ 25,402
Mutual funds	<u>552,500</u>	<u>886,291</u>	<u>552,548</u>	<u>825,399</u>
	<u>\$ 587,462</u>	<u>\$ 921,253</u>	<u>\$ 577,950</u>	<u>\$ 850,801</u>
	2014		2013	
	Cost	Fair Value	Cost	Fair Value
Long-term investments:				
Cash and equivalents	\$ 170,845	\$ 170,845	\$ 510,200	\$ 510,200
Mutual funds	629,237	606,452	1,225,099	1,163,863
U.S. Government and Agency obligations	845,900	894,149	1,815,933	1,878,284
Corporate bonds	1,043,905	1,036,290	1,205,409	1,207,602
Marketable equity securities	<u>3,283,748</u>	<u>3,790,060</u>	<u>4,511,432</u>	<u>5,624,217</u>
	<u>\$ 5,973,635</u>	<u>\$ 6,497,796</u>	<u>\$ 9,268,073</u>	<u>\$ 10,384,166</u>

RISKS AND UNCERTAINTIES

The Corporation's investment securities are subject to exposure to various risks such as interest rate risk, financial market risk, and credit risk. Due to the level of risk associated with investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the value of investment securities reported in the Corporation's financial statements.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

FAIR VALUE MEASUREMENT

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Corporation has the ability to access.

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;
- 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 asset's 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. When, as a practical expedient, an investment is measured at fair value on the basis of net asset value, its classification as Level 2 or 3 will be impacted by the ability to redeem the investment at net asset value at the measurement date. If there is uncertainty or the inability to redeem an investment at net asset value in the near term subsequent to the measurement date, the investment is categorized as Level 3.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

Following is a description of the valuation techniques used for investments measured at fair value.

Mutual Funds - Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

U.S. Government Securities and Agency Obligations – Valued based on quoted prices in active markets, and are generally categorized in Level 1 of the fair value hierarchy.

Corporate Bonds - Valued using recently executed transactions, market price quotations (where observable), bond spreads or other available data. When observable price quotations are not available, fair value is determined based on cash flow models with yield curves, bond swap spreads, and other available inputs. Corporate obligations are generally categorized in Level 2 of the fair value hierarchy.

Equity Securities - Valued based on the closing quote prices listed on a national securities exchange or reported on the NASDAQ national market at their last sales price as of the last business day of the year.

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 Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value could result in a different fair value measurement at the reporting date.

There have been no changes in the methodologies used at December 31, 2014 and 2013.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 3 - INVESTMENTS AND FAIR VALUE MEASUREMENT (CONTINUED)

The following table presents information about the Corporation's investments, including assets whose use is limited, measured at fair value:

	December 31, 2014		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	\$ 205,807	\$ --	\$ 205,807
Mutual funds	1,492,743	--	1,492,743
U.S. Government and Agency obligations	894,149	--	894,149
Corporate bonds	--	1,036,290	1,036,290
Marketable equity securities	3,790,060	--	3,790,060
	<u>\$ 6,382,759</u>	<u>\$ 1,036,290</u>	<u>\$ 7,419,049</u>
	December 31, 2013		
	Quoted Prices in Active Markets (Level 1)	Other Than Quoted Market Inputs (Level 2)	Total
Cash and equivalents	\$ 535,602	\$ --	\$ 535,602
Mutual funds	1,989,262	--	1,989,262
U.S. Government and Agency obligations	1,878,284	--	1,878,284
Corporate bonds	--	1,207,602	1,207,602
Marketable equity securities	5,624,217	--	5,624,217
	<u>\$ 10,027,365</u>	<u>\$ 1,207,602</u>	<u>\$ 11,234,967</u>

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 4 - PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31 follows:

	2014	2013
Land and land improvements	\$ 711,382	\$ 691,715
Buildings	113,594,730	112,481,379
Furniture, fixtures and equipment	4,577,276	4,160,326
Vehicles	231,784	239,784
Capital projects	<u>54,510</u>	<u>--</u>
	119,169,682	117,573,204
Less accumulated depreciation and amortization	<u>32,214,647</u>	<u>28,574,222</u>
	<u>\$ 86,955,035</u>	<u>\$ 88,998,982</u>

NOTE 5 - ASSETS HELD BY TRUSTEE

In accordance with the Town of Hamden, Connecticut Revenue Bonds (Whitney Center Project), Series 2009, the Corporation maintains the following accounts with a trustee:

BOND FUND

The Corporation is required to maintain a bond fund, and within such fund a Debt Service account. The balance of the Debt Service Account at December 31, 2014 and 2013 was \$2,590,879 and \$2,401,084, respectively.

DEBT SERVICE RESERVE FUND

The Corporation is required to maintain a debt service reserve fund in an amount equal to the maximum annual debt service requirement for the Series A Bonds and an amount equal to twelve months of interest due on the Series B Bonds and the Series C Bonds. Funds on deposit in these accounts shall be applied to make up any deficiencies in the Bond Fund with respect to payments on the bonds. The balance of the debt service reserve funds at December 31, 2014 and 2013 was \$4,642,248 and \$5,015,710, respectively.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 5 - ASSETS HELD BY TRUSTEE (CONTINUED)

ENTRANCE FEE ESCROW FUND

The entrance fee escrow fund is funded with initial entrance fees from the project. Funds in the entrance fee escrow fund shall be used to pay interest and principal amounts to redeem a portion of the Series B Bonds. The balance of the entrance fee escrow fund at December 31, 2014 and 2013 was \$5,128,432 and \$3,199,235, respectively.

OPERATING RESERVE FUND

The Corporation is also required to maintain an operating reserve fund, which shall be funded in an amount equal to the Corporation's operating reserve requirement. Funds in the operating reserve fund shall be used for debt service or any operating expenses, to the extent that the Corporation does not have other funds available for the payment of such expenses.

If at any time the amount on deposit in the operating reserve fund is less than the operating reserve requirement, the Corporation shall pay to the trustee the amount necessary to restore the balance in the operating reserve fund as soon as practicable, but not later than twelve months after the date the deficiency was created. The operating escrow requirement at December 31, 2014 and 2013 was approximately \$1,450,000 and \$1,452,000, respectively. The balance of the operating reserve fund at December 31, 2014 and 2013 was \$1,444,000 and \$1,334,000, respectively. The Corporation will deposit additional funds with the trustee in 2015 to make the operating reserve fund equal to the current requirement.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 6 - LONG-TERM DEBT

Long-term debt consists of the following at December 31:

	2014	2013
Town of Hamden Revenue Bonds (Whitney Center Project) Series 2009		
Fixed Rate Revenue Bonds Series 2009A	\$ 46,695,000	\$ 46,695,000
Entrance Fee Principal Redemption Bonds Series 2009B	5,405,000	10,365,000
Adjustable Rate Revenue Bonds Series 2009C	<u>3,700,000</u>	<u>3,700,000</u>
	55,800,000	60,760,000
Less, current portion	4,610,000	--
Less, unamortized original issue discount	<u>309,061</u>	<u>336,757</u>
Long-term portion	<u>\$ 50,880,939</u>	<u>\$ 60,423,243</u>

In December 2009, the Corporation issued \$89,895,000 (par value) of Town of Hamden, Connecticut Facility Revenue Bonds (Whitney Center Project), Series 2009 (2009 Bonds) at an aggregate original issue discount of \$915,454.

As indicated above, the Series 2009 Bonds include three series of bonds. The Series 2009A fixed rate revenue bonds have interest rates ranging from 7.625 percent to 7.75 percent, and mandatory annual sinking fund redemptions beginning in 2015 and extending through final maturity in 2043.

The Series 2009B entrance fee principal redemption bonds have an interest rate at 6.755% associated with \$4,140,000 due January 1, 2015 and \$1,265,000 due January 1, 2018. Both are subject to redemption prior to maturity in whole or part from new unit entrance fees in chronological order based on maturity. In November 2013, the Corporation solicited up to \$4 million of holders of the Series 2009B bonds due January 1, 2015 to exchange their bonds for 2013 bonds with identical terms except that the maturity date would be January 1, 2018. As of February 19, 2014, the offer was accepted by \$1,265,000 of 2009B bondholders. The interest rate, redemption provisions, and all other terms except maturity date for the Series 2013 bonds due in 2018 are the same as the original Series 2009B bonds they replaced.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 6 - LONG-TERM DEBT (CONTINUED)

During 2014, the Corporation redeemed \$4,960,000 of the Series 2009B Bonds, out of funds in the entrance fee escrow fund. During 2013, the Corporation redeemed \$10,170,000 of the Series 2009B Bonds, with \$9,828,742 out of funds in the entrance fee escrow fund and \$341,258 out of funds from in the 2009B debt service fund. In January 2015, the Corporation redeemed \$4,140,000 of the Series 2009B Bonds, out of funds in the entrance fee escrow fund. In April 2015, the Corporation redeemed \$1,265,000 of the Series 2009B Bonds, out of funds in the entrance fee escrow fund.

The Series 2009C adjustable rate revenue bonds have an initial interest rate of 7.25%, subject to resetting on January 1, 2016, and a mandatory maturity of 2043 that is subject to redemption prior to maturity in whole or in part from new unit entrance fees beginning January 1, 2016 after the redemption of Series 2009B.

Financing costs associated with the issuance of the Series 2009 Bonds, and the related exchange offer in 2013, totaling \$2,998,414, have been deferred and are being amortized over the term of the bonds. In addition, the original issue discount of \$915,454 has been capitalized and is being amortized on a yield method over the term of the bonds. At December 31, 2014, the unamortized original issuance discount was \$309,061, and the total outstanding principal balance was \$55,800,000. At December 31, 2013, the unamortized original issuance discount was \$336,757, and the total outstanding principal balance was \$60,760,000.

The Series 2009 Bonds are collateralized by (i) a first mortgage lien on the Corporation's main operating facility, (ii) a security interest in all personal property, fixtures, and equipment, (iii) a security interest in the gross revenues of the Corporation, and (iv) an assignment of the Corporation's rights under its residency agreements.

The Loan Agreement (and Security Agreement) and related Trust Indenture to the Series 2009 Bonds (as amended November 1, 2013) also provides for, among other requirements, the maintenance of certain financial and operational covenants. Among those covenants is the maintenance of a minimum debt service coverage ratio, a days' cash on hand ratio, and marketing and occupancy targets. As of December 31, 2014, the Corporation was in compliance with the days' cash on hand, and the marketing and occupancy targets ratios. The minimum debt service coverage ratio was not applicable as the initial testing date had not been reached.

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 6 - LONG-TERM DEBT (CONTINUED)

Total interest charged to operations for the years ended December 31, 2014 and 2013 was \$4,711,662 and \$5,136,455, respectively.

The State of Connecticut requires that continuing care facilities maintain a reserve fund, which consists of one year's debt service requirements plus one month's operating costs. As of December 31, 2014 and 2013, the Corporation had established the required reserve funds, which consist of U.S. Government obligations, common stocks and money market funds. These funds are not available for current operating purposes. The total reserve requirement was approximately \$6.1 million at December 31, 2014 and \$6.5 million at December 31, 2013. The balance in these funds amounted to \$6,048,248 and \$6,349,711 at December 31, 2014 and 2013, respectively. Such amounts have been classified as assets held by trustee on the statements of financial position.

Scheduled maturities of long-term debt at December 31, are as follows:

Years ending <u>December 31,</u>	
2015	\$ 4,610,000
2016	505,000
2017	545,000
2018	1,850,000
2019	630,000
Thereafter	<u>47,660,000</u>
	<u>\$ 55,800,000</u>

WHITNEY CENTER, INCORPORATED

NOTES TO FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 7 - FUNCTIONAL EXPENSES

The Corporation provides services to residents including independent living, skilled nursing, and assisted living. Expenses related to providing these services for the years ended December 31, as follows:

	<u>2014</u>	<u>2013</u>
Program services	\$ 22,489,357	\$ 23,097,374
Management, general and administrative	<u>3,919,260</u>	<u>3,653,501</u>
	<u>\$ 26,408,617</u>	<u>\$ 26,750,875</u>

**INDEPENDENT AUDITORS' REPORT
ON SUPPLEMENTARY INFORMATION**

To the Board of Directors
Whitney Center, Incorporated

We have audited the financial statements of Whitney Center, Incorporated as of and for the years ended December 31, 2014 and 2013, and our report thereon dated April 28, 2015, which expressed an unqualified opinion on those financial statements, appears on pages 1-2. Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary information, Schedule I – Comparison of Statements of Activities, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of those financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Marcum LLP

New Haven, CT
April 28, 2015

WHITNEY CENTER, INCORPORATED

SCHEDULE I – COMPARISON OF STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014	2013	Increase (Decrease)	
			Dollar Change	Percent Change
Changes in Unrestricted Net Assets				
Revenues and Gains:				
Resident services	\$ 20,826,475	\$ 19,990,795	\$ 835,680	4%
Other operating revenues	696,336	662,521	33,815	5%
Investment income	108,220	164,294	(56,074)	-34%
Gain on sale of investments	874,276	995,755	(121,479)	-12%
Contributions and other	18,498	1,830	16,668	911%
Total Revenues and Gains	<u>22,523,805</u>	<u>21,815,195</u>	<u>708,610</u>	<u>3%</u>
Expenses and Losses:				
Administrative and general	3,260,203	3,044,215	215,988	7%
Housekeeping and laundry	830,772	817,984	12,788	2%
Utilities	1,350,708	1,264,730	85,978	7%
Plant and security	1,382,386	1,479,476	(97,090)	-7%
Dining services	2,747,108	2,764,498	(17,390)	-1%
Health Center services	3,257,415	3,786,428	(529,013)	-14%
Assisted living and wellness	843,896	761,016	82,880	11%
Resident services	462,326	457,400	4,926	1%
Employee benefits	1,762,002	1,641,404	120,598	7%
Depreciation and amortization	4,301,939	4,210,038	91,901	2%
Interest expense	4,711,662	5,118,706	(407,044)	-8%
Property taxes	1,498,200	1,404,980	93,220	7%
Loss on disposals of assets	25,142	105,781	(80,639)	-76%
Total Expenses and Losses	<u>26,433,759</u>	<u>26,856,656</u>	<u>(422,897)</u>	<u>-2%</u>
Net Loss	<u>\$ (3,909,954)</u>	<u>\$ (5,041,461)</u>	<u>\$ 1,131,507</u>	<u>-22%</u>

See independent auditors' report on supplementary information.

EXHIBIT C

PRO FORMA FINANCIAL STATEMENTS

EXHIBIT C PRO FORMA FINANCIAL STATEMENTS

This forecast is based on certain assumptions about future events. Actual results are likely to vary from those forecast here, and that variance may be significant. The forecast has been prepared by management using the 2015 audit, 2016 annual budget, and plans and projections provided by outside consultants.

Whitney Center, Inc. (Whitney Center) is a Connecticut 501(c)(3) not-for-profit corporation that has operated a Life Plan Community (also known as a Continuing Care Retirement Community) at 200 Leeder Hill Drive in Hamden, CT since 1979. This campus supports multiple levels of residence and care including independent living, assisted living and memory support care, and nursing care beds.

Whitney Center also offers a new non-resident membership program called Thrive at Home to provide care and services to people in the greater New Haven area without requiring them to move on-campus. Membership in the Thrive at Home program is projected to increase by 1-2 per month during the pro forma period. Thrive at Home has several membership plans priced according to the refund option and percentage of coverage/ member co-pay; the projection assumes that 70% of new members will choose a non-refundable plan with 100% coverage. Projected financial results for the Thrive at Home program are that revenue in the first full year will be over \$500,000 with an excess of revenues over expenses in the 12 months of approximately \$375,000.

Whitney Center collects approximately 90% of its annual revenue from residents and members in the form of one time entrance fees and ongoing monthly fees. Only about 10% of annual revenue comes from government programs such as Medicare and Medicaid. The forecast projects future revenue consistent with actual experience over the last few years and plans for the Thrive at Home program.

Whitney Center has over 250 employees and over half of its annual operating expense is for wages and benefits. Other large categories of expense include property taxes, utilities, raw food, capital expenditures, interest expense and depreciation. Annual interest expense is related to approximately \$47 million of long term bonds obtained in 2009 subject to annual sinking fund payments with a final maturity in 2043. The forecast assumes that expenses will increase consistent with experience over the last few years and its actuarially-derived projection of costs for the Thrive at Home program.

The forecast includes the application of special accounting rules for how entrance fees are recognized as revenue differently than as received in cash. Depreciation is also recognized differently than how money is actually spent on capital expenditures. The result of these rules is that Whitney Center may show an annual net loss and a negative balance of net assets even though annual cash flow is positive and annual cash balances are increasing. Management believes that cash flow and cash reserves are the primary indicator of financial strength for organizations like Whitney Center and plans its business to achieve positive cash flow and adequate reserves.

Whitney Center, Inc.
Five Year Forecasted Statements
For the period beginning January 1, 2016

Year 1 **Year 2** **Year 3** **Year 4** **Year 5**
2016 **2017** **2018** **2019** **2020**

Statements of Financial Position

<u>Assets</u>					
	212,676	389,919	563,008	731,984	901,888
Current assets:					
Cash and cash equivalents	\$ 1,592,276	\$ 1,535,680	\$ 1,502,906	\$ 1,941,959	\$ 2,507,959
Accounts receivable, net	602,482	612,482	622,482	632,482	642,482
Other receivables	500,000	500,000	500,000	500,000	500,000
Prepaid expenses and other	406,027	406,027	406,027	406,027	406,027
Assets whose use is limited	948,595	967,567	986,918	1,006,657	1,026,790
Total current assets	4,049,380	4,021,756	4,018,333	4,487,125	5,083,258
Assets held by Trustee	8,211,365	8,218,365	8,227,365	8,238,365	8,251,365
Investment Accounts	3,641,514	5,817,175	8,079,862	10,433,056	12,880,378
Property, plant and equipment, net	82,557,288	80,072,853	77,528,417	74,923,982	72,259,547
Deferred marketing costs, net	2,129,932	1,544,046	958,160	372,274	-
Other assets	212,676	389,919	563,008	731,984	901,888
Total assets	100,802,155	100,064,113	99,375,145	99,186,786	99,376,436

Liabilities and unrestricted net assets

Current liabilities:					
Current portion of long-term debt/leases	\$ 545,000	\$ 585,000	\$ 630,000	\$ 680,000	\$ 700,000
Accounts payable	800,000	810,000	820,000	830,000	840,000
Accrued expenses	3,318,287	3,351,470	3,384,985	3,418,835	3,453,023
Contract deposits	200,000	200,000	200,000	200,000	200,000
Total current liabilities	4,863,287	4,946,470	5,034,985	5,128,835	5,193,023
Long-term debt/leases, less current portion	46,350,000	45,785,000	45,170,000	44,500,000	43,810,000
Deferred income from entry fees	40,015,702	40,391,389	40,438,250	40,561,671	40,752,992
Refundable entry fees	13,546,775	14,261,350	14,883,384	15,480,859	16,054,283
Deposits on apartments	34,092	34,092	34,092	34,092	34,092
<u>Other Liabilities</u>	-	-	-	-	-
Total liabilities	104,809,857	105,418,300	105,560,711	105,705,457	105,844,390
Unrestricted net assets	(4,007,702)	(5,354,187)	(6,185,566)	(6,518,671)	(6,467,954)
Total liabilities and unrestricted net assets	100,802,155	100,064,113	99,375,145	99,186,786	99,376,436

These are projected statements about future results subject subject to uncertainty. Actual results may vary from what is forecast here.

Whitney Center, Inc.
Five Year Forecasted Statements
For the period beginning January 1, 2016

Year 1 **Year 2** **Year 3** **Year 4** **Year 5**
2016 **2017** **2018** **2019** **2020**

Statements of Activities

Revenues and gains:

Entry fees recognized as revenue	\$ 6,473,662	\$ 6,473,569	\$ 6,511,332	\$ 6,528,935	\$ 6,558,083
Apartment revenue, net	11,383,436	11,838,453	12,289,573	12,756,939	13,143,741
Assisted Living revenue, net	1,342,245	1,382,512	1,423,987	1,466,707	1,510,708
Health Center revenue, net	4,058,845	4,330,742	4,462,847	4,599,212	4,739,981
Thrive at Home revenue, net	168,829	618,437	976,292	1,306,333	1,497,721
Other operating income	796,226	834,882	868,773	904,200	936,368
Investment income and gain, net	153,718	160,475	182,746	205,925	230,047
Total revenues and gains	24,376,961	25,639,070	26,715,550	27,768,251	28,616,649

Expenses and losses:

Salaries & wages	8,521,935	8,785,840	8,961,557	9,140,788	9,323,604
Employee benefits	1,939,881	2,019,562	2,080,149	2,142,553	2,276,696
Property taxes	1,710,227	1,778,636	1,849,781	1,923,773	2,000,723
Utilities	1,437,333	1,480,453	1,524,866	1,570,612	1,617,731
Food	1,137,313	1,191,526	1,233,412	1,276,739	1,315,041
Contract services	627,785	646,619	666,017	685,998	706,578
Supplies	563,156	580,050	597,452	615,375	633,837
Ancillary health services	383,893	395,410	407,272	419,490	432,075
Repairs & maintenance	336,400	346,492	356,887	367,593	378,621
Insurance	155,215	159,871	164,667	169,607	174,696
Thrive at Home expenses	71,227	259,926	376,686	478,448	632,643
Other operating expenses	1,162,188	1,197,054	1,232,966	1,269,955	1,308,053
Depreciation and amortization	4,510,321	4,570,321	4,630,321	4,690,321	4,536,709
Interest	3,753,582	3,713,041	3,669,410	3,622,498	3,571,918
Total expenses and losses	26,310,457	27,124,801	27,751,444	28,373,751	28,908,924

Net income (loss)	(1,933,495)	(1,485,731)	(1,035,894)	(605,501)	(292,275)
Unrealized gain/(loss) on investment	97,904	139,245	204,515	272,396	342,992
Change in unrestricted net assets	(1,835,591)	(1,346,485)	(831,379)	(333,105)	50,716

These are projected statements about future results subject subject to uncertainty. Actual results may vary from what is forecast here.

Whitney Center, Inc.
Five Year Forecasted Statements
For the period beginning January 1, 2016

Year 1 **Year 2** **Year 3** **Year 4** **Year 5**
2016 **2017** **2018** **2019** **2020**

Statements of Cash Flows

Operating activities

Change in unrestricted net assets	\$ (1,835,591)	\$ (1,346,485)	\$ (831,379)	\$ (333,105)	\$ 50,716
Adjustments to reconcile net income (loss) to net cash provided by operating activities:					
Depreciation and amortization	4,510,321	4,570,321	4,630,321	4,690,321	4,536,709
Amortization of entry fees	(6,473,662)	(6,473,569)	(6,511,332)	(6,528,935)	(6,558,083)
Entry fee receipts (non-refundable)	6,596,806	7,449,255	7,208,193	7,352,357	7,499,404
Gain on investments	(251,622)	(299,720)	(387,261)	(478,321)	(573,038)
<u>Other changes in operating activities</u>	-	-	-	-	-
Net cash provided by operating activities	2,546,252	3,899,802	4,108,543	4,702,317	4,955,708

Investing activities

Capital expenditures	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)
Change in assets held by Trustee	(4,997)	(7,000)	(9,000)	(11,000)	(13,000)
Change in assets whose use is limited	(36,835)	(18,972)	(19,351)	(19,738)	(20,133)
Change in investments	(500,000)	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)
<u>Capitalized marketing costs</u>	-	-	-	-	-
Net cash provided by investing activities	(2,041,832)	(3,525,972)	(3,528,351)	(3,530,738)	(3,533,133)

Financing activities

Refundable entry fees and capital lease	1,164,142	1,314,574	1,272,034	1,297,475	1,323,424
Entry fee refunds	(1,100,000)	(1,200,000)	(1,300,000)	(1,400,000)	(1,500,000)
<u>Payments on long-term debt</u>	(505,000)	(545,000)	(585,000)	(630,000)	(680,000)
Net cash used by financing activities	(440,858)	(430,426)	(612,966)	(732,525)	(856,576)

Change in cash and cash equivalents	63,562	(56,596)	(32,774)	439,054	565,999
Cash & Cash Equivalents at beginning of year	1,528,714	1,592,276	1,535,680	1,502,906	1,941,959
Cash & Cash Equivalents at end of year	1,592,276	1,535,680	1,502,906	1,941,959	2,507,959

These are projected statements about future results subject subject to uncertainty. Actual results may vary from what is forecast here.

EXHIBIT D

MEMBERSHIP FEES & PERIODIC CHARGES



WHITNEY CENTER

Thrive at Home Fee Schedule
Traditional Memberships

Diamond				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$46,598	\$59,553	\$551	\$910
60	\$48,436	\$70,910	\$551	\$910
65	\$51,130	\$84,752	\$551	\$910
70	\$54,476	\$99,539	\$551	\$910
75	\$57,844	\$113,882	\$551	\$910
80	\$60,668	\$121,287	\$551	\$910
85	\$62,833	\$125,667	\$551	\$910
90	\$63,240	\$126,480	\$551	\$910
>90	\$63,240	\$126,480	\$551	\$910

Emerald				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$33,107	\$41,371	\$500	\$825
60	\$34,620	\$50,241	\$500	\$825
65	\$36,736	\$60,937	\$500	\$825
70	\$39,404	\$72,157	\$500	\$825
75	\$41,958	\$82,776	\$500	\$825
80	\$44,188	\$88,375	\$500	\$825
85	\$45,848	\$91,696	\$500	\$825
90	\$46,155	\$92,310	\$500	\$825
>90	\$46,155	\$92,310	\$500	\$825

Ruby				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$25,654	\$33,669	\$450	\$743
60	\$26,898	\$40,132	\$450	\$743
65	\$28,526	\$47,981	\$450	\$743
70	\$30,541	\$56,195	\$450	\$743
75	\$32,541	\$64,079	\$450	\$743
80	\$34,174	\$68,307	\$450	\$743
85	\$35,457	\$70,913	\$450	\$743
90	\$35,700	\$71,400	\$450	\$743
>90	\$35,700	\$71,400	\$450	\$743

Sapphire				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$20,681	\$26,843	\$305	\$580
60	\$20,786	\$27,387	\$305	\$580
65	\$20,953	\$28,169	\$305	\$580
70	\$21,118	\$28,847	\$305	\$580
75	\$21,342	\$29,580	\$305	\$580
80	\$21,544	\$29,774	\$305	\$580
85	\$21,657	\$29,539	\$305	\$580
90	\$21,675	\$29,478	\$305	\$580
>90	\$21,675	\$29,478	\$305	\$580



**Thrive at Home Fee Schedule
Refundable Memberships**

Diamond Refundable				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$108,496	\$108,496	\$551	\$910
60	\$118,932	\$135,107	\$551	\$910
65	\$133,724	\$184,700	\$551	\$910
70	\$152,288	\$259,560	\$551	\$910
75	\$171,438	\$334,510	\$551	\$910
80	\$189,088	\$378,025	\$551	\$910
85	\$203,341	\$406,682	\$551	\$910
90	\$206,040	\$412,080	\$551	\$910
>90	\$206,040	\$412,080	\$551	\$910

Emerald Refundable				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$75,136	\$75,136	\$500	\$825
60	\$82,284	\$94,396	\$500	\$825
65	\$92,802	\$129,774	\$500	\$825
70	\$105,408	\$182,904	\$500	\$825
75	\$119,120	\$233,618	\$500	\$825
80	\$131,468	\$262,936	\$500	\$825
85	\$141,828	\$283,656	\$500	\$825
90	\$143,820	\$287,640	\$500	\$825
>90	\$143,820	\$287,640	\$500	\$825

Ruby Refundable				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$56,696	\$58,329	\$450	\$743
60	\$61,862	\$74,185	\$450	\$743
65	\$69,271	\$100,304	\$450	\$743
70	\$78,608	\$138,036	\$450	\$743
75	\$88,238	\$172,876	\$450	\$743
80	\$97,572	\$195,027	\$450	\$743
85	\$105,157	\$210,314	\$450	\$743
90	\$106,590	\$213,180	\$450	\$743
>90	\$106,590	\$213,180	\$450	\$743

Sapphire Refundable				
Age	Single Membership	Couple Membership	Single Monthly Fee	Couple Monthly Fee
55	\$48,080	\$48,080	\$305	\$580
60	\$50,252	\$52,664	\$305	\$580
65	\$53,268	\$61,578	\$305	\$580
70	\$56,860	\$74,828	\$305	\$580
75	\$61,200	\$94,860	\$305	\$580
80	\$65,188	\$123,075	\$305	\$580
85	\$68,680	\$136,811	\$305	\$580
90	\$69,360	\$138,720	\$305	\$580
>90	\$69,360	\$138,720	\$305	\$580

EXHIBIT E

MEMBERSHIP PLAN DESCRIPTIONS

Thrive at Home Membership Plans

Thrive at Home is pleased to offer four membership plans with an array of coverage options to meet your individual care and service needs. Coverage of services and benefits per plan are outlined below.

Services and Benefits*	Diamond	Emerald	Ruby	Sapphire
Service Coordination 24/7	✓	✓	✓	✓
Personalized Service Plan	✓	✓	✓	✓
Lifestyle and Wellness Programs	✓	✓	✓	✓
Referral Services	✓	✓	✓	✓
Annual Physical Exam	✓	✓	✓	--
Health and Well-being Assessment	✓	✓	✓	--
Tele-Health and Social Engagement Technology	✓	✓	✓	--
Personal Emergency Response System	✓	✓	✓	--
Transportation Services	✓	70%	50%	--
Biennial Home Evaluation	✓	70%	50%	--
Companion/Homemaker Services	✓	70%	50%	--
Meal/Grocery Delivery	✓	70%	50%	--
Personal Care Services	✓	70%	50%	--
RN/LPN Nurse Services	✓	70%	50%	--
Home Health Care	✓	70%	50%	--
Adult Day Care	✓	70%	50%	--
Live-in Assistance	✓	70%	50%	--
Assisted Living Facility Care	✓	70%	50%	--
Nursing Home Facility Care	✓	70%	50%	--
<i>Access on Whitney Center's Campus (Hamden) to select:</i>				
Amenities	included	included	included	included
Events and Programs	included	included	included	included
Excursions	included	included	included	included

A spouse/partner membership, "Topaz" is available under each of the four plans; Topaz Membership Fees and coverage options are available upon request.

* Refer to Section III in the Continuing Care (Membership) Agreement for further descriptions of each service offering.