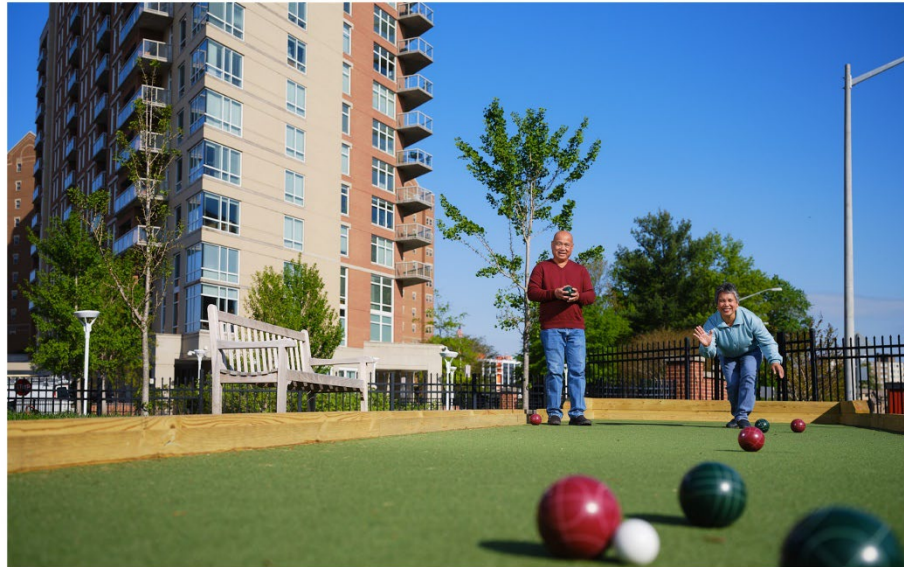


FILED
Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
February 28, 2023
Commissioner of Insurance
BY: Natalya J. Greco



Goodwin House
Bailey's Crossroads



2023 Disclosure Statement

3440 S. Jefferson Street
Falls Church, VA 22041
703-578-7125
www.goodwinhouse.org

**Disclosure Statement
of
Goodwin House Incorporated
for
Goodwin House Bailey's
Crossroads**

As submitted to
the Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
January 30, 2023

The filing of this Disclosure Statement with the State Corporation Commission does not constitute approval, recommendation or endorsement of the facility by the State Corporation Commission.

Tab 1 – Mission Statement

Tab 2 – Disclosure Statement

Tab 3 – Resident Agreements
Reservation Agreement
Refund Form

Tab 4 – Consolidated Financial
Statements and Independent
Auditors' Report of Goodwin
House Incorporated and
Affiliates for the Years Ended
September 30, 2022 and 2021

Tab 5 – Licenses, Registration
and Accreditation



Mission Statement

The mission of Goodwin Living is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

Organizational Values

Service	The call to service is the foundation of our mission.
Integrity	We value the trust of others and by our actions endeavor to be worthy of that trust.
Community	We seek to create and sustain strong and caring communities where those who live, work and visit will find places of welcome and belonging.
Individuality	We believe that each person is of sacred worth. We celebrate the uniqueness and diversity of the members of our community.
Excellence	What we do, we will do well. We strive for excellence in capability and execution.
Leadership and Learning	We seek to learn so that we can lead.
Heritage	We honor and remember the wisdom, charity and dedication of those who created this organization, and seek to serve with the purpose and faith they intended.
Growth	We commit to broaden and extend our charitable purpose and mission through thoughtful and prudent growth.

I. CONTINUING CARE PROVIDER

Goodwin House Bailey's Crossroads is owned and operated by Goodwin House Incorporated, d/b/a Goodwin Living, a non-stock, nonprofit Virginia corporation located at 4800 Fillmore Avenue, Alexandria, Virginia 22311.

The registered agent for Goodwin Living is:

James M. Saunders
 Sanders and Brown, PLC
 8280 Greensboro, Drive, Suite 900
 McLean, VA 22101

II. OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, AND CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTEREST

Board of Trustees of Goodwin House Incorporated

<u>Name</u>	<u>Address</u>
Mrs. Mary Lewis Hix	540 Second Street, #302 Alexandria, VA 22314
Dr. Cyrillene Clark Chair	2408 N. Roosevelt St. Arlington, VA 22207
Mr. Garrett Weis Erdle	24 Cedar Street Alexandria, VA 22301
Mr. Tucker Eskew Secretary	207 W. Masonic View Drive Alexandria, VA 22301
Mrs. Lisa Giesler	3321 3 rd Street North Arlington, VA 22201
Ms. Katie Horton	13 West Del Ray Avenue Alexandria, VA 22301
Ms. Nina Janopaul	1255 N Buchanan Street Arlington, VA 22205
Dr. Tammy Mann	10908 Clara Barton Court Fairfax, VA 22032
Mr. Ben Marcantonio Vice-Chair	1700 Canterbury Commons Annapolis, MD 21401

Board of Trustees of Goodwin House Incorporated

<u>Name</u>	<u>Address</u>
Dr. Mark Mellott	5306 Hexagon Place Fairfax, VA 22030
Mr. Vipin Sahijwani Treasurer	5006 Crape Myrtle Court Ellicott City, MD 20142
Dr. Anthony Tambasco	3440 S. Jefferson Street, #376 Falls Church, VA 22041
Mr. John M. Weaver	418 South Lee Street Alexandria, VA 22302

Other Officers of Goodwin House Incorporated

<u>Name</u>	<u>Address</u>
Mr. Rob Liebreich	President and CEO Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311
Mr. Timothy Smith	Assistant Treasurer Chief Financial Officer Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311
Ms. Holly Hanisian	Assistant Secretary Goodwin House Incorporated 4800 Fillmore Avenue Alexandria, VA 22311

III. BUSINESS EXPERIENCE OF, ACQUISITION OF GOODS AND SERVICES FROM, AND CRIMINAL, CIVIL AND REGULATORY PROCEEDINGS AGAINST THE PROVIDER, ITS OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTEREST, AND THE MANAGEMENT

Goodwin House Incorporated d/b/a Goodwin Living (the "Corporation", "Goodwin Living") is a not-for-profit corporation organized under the laws of the

Commonwealth of Virginia to establish and operate residential homes for aged persons in Northern Virginia.

A. Give a description of any business experience in the operation or management of similar facilities.

Goodwin Living has over 50 years of experience in operating continuing care retirement communities. The complete responsibility for management of the facility under the authority of the Board of Trustees rests upon employees of the facility. The positions, experience, and credentials of the management team are as follows:

Rob Liebreich is President and Chief Executive Officer of Goodwin Living (May 2019 to present). Mr. Liebreich's energy, compassion and creative drive, as well as his proven leadership in senior living, set him apart during a competitive six-month national search for the new Goodwin House CEO. Prior to joining Goodwin Living, Mr. Liebreich was the executive director of the Asbury Methodist Village (AMV), a not-for-profit continuing care retirement community in Gaithersburg, MD. He has also held senior positions in marketing and operations for senior living organizations in the Washington-Baltimore metropolitan area and the Pacific Northwest. Mr. Liebreich studied Business Administration and International Business and Marketing at Georgetown University, and holds a Master of Business Administration with a concentration in Senior Care and Housing from Johns Hopkins University.

Timothy ("Xan") Smith is Assistant Treasurer and Chief Financial Officer of Goodwin Living (August 2021 to present). Prior to joining Goodwin House, Mr. Smith served as the President and CEO of Global Connections to Employment a multi-state non profit dedicated to cultivating employment opportunities with persons with disabilities. He also served as CFO for Moorings Park in Naples, Florida and Blue Skies in San Antonio, Texas. Additionally, Mr. Smith held the role of senior vice president of Herbert J. Sims & Company, where he served as lead investment banker on tax-exempt financings across the Southwest U.S. Mr. Smith holds a Bachelors of Arts degree in Management with an emphasis in Accounting/Finance from Wittenberg University.

Lindsay Hutter is Chief Strategy and Marketing Officer of Goodwin Living (May 2017 to present). Before joining Goodwin Living, she served as Senior Vice President of Communications, PR & Structured Innovation for the Data & Marketing Association where she identified and built programs to increase member value and accelerate industry success. Previously, Ms. Hutter was Executive Vice President of Change & Internal Communications at global consultancy Hill + Knowlton Strategies, where she launched and led the Global Change Management & Employee Engagement Practice. Ms. Hutter holds a B.S. degree in Journalism and Mass Communications from the University of Kansas and an M.A. in Political Science from Northwestern University.

Justin Carwile is Executive Director of Goodwin House Bailey's Crossroads. With a career of over 30 years in the hospitality industry in many facets and leadership positions, Justin is well positioned for his role as Executive Director. He is a Certified Dietary Manager, Food Management Professional and is a graduate of Harvard Manage Mentor. In the spring of 2017, he became the Administrator of Operations for Goodwin House Bailey's Crossroads and transitioned quickly becoming the Executive Director in October 2017. Mr. Carwile is currently enrolled in the Nursing Home Administrator's program and will receive his license soon. Mr. Carwile holds a B.S. degree in Culinary Arts and Foodservice Management from Johnson & Wales University. He is a member of the Association of Nutrition & Foodservice Professionals and the American Culinary Federation.

Dr. Mariatu Koroma-Nelson, M.D is the Medical Director for Goodwin House Bailey's Crossroads. Dr. Nelson is a Geriatric Medicine Specialist practicing in Fairfax, Virginia.

Dr. Nelson received her Doctor of Medicine from the American University of Integrative Sciences in 2010 and will receive her Master of Public Health from Creighton University in 2017. Dr. Nelson completed her residency training at Howard University Hospital, where she was named "Resident of the Year" in 2013. She has also completed fellowship training in Palliative Medicine, Geriatric Medicine, and Integrative Medicine at George Washington University. Prior to becoming a physician, Dr. Nelson worked as a nurse for almost ten years in several long-term care facilities.

B. Give the name and address of any professional service, firm, association, foundation, trust, partnership or corporation or any other business or legal entity in which such person has, or which has in such person, a ten percent or greater direct or indirect interest and which it is

presently intended will or may provide goods, leases or services to the provider of a value of \$500 or more, within any year, including:

- (1) A description of the goods, leases or services and the probable or anticipated cost thereof to the provider;**
- (2) The process by which the contract was awarded;**
- (3) Any additional offers that were received; and**
- (4) Any additional information requested by the Commission detailing how and why a contract was awarded.**

None.

C. Give a description of any matter in which such person:

- (1) Has been convicted of a felony or pleaded *nolo contendere* to a felony charge, or been held liable or enjoined in a civil action by final judgment if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; or**
- (2) Is subject to an injunctive or restrictive order of a court of record, or within the past five years had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including without limitation actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under this chapter or similar law as in another state; or**
- (3) Is currently the subject of any state or federal prosecution or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.**

None, to the best of our knowledge and belief.

IV. OWNERSHIP OF REAL PROPERTY

The real property is owned by Goodwin House Incorporated d/b/a Goodwin Living. Substantially all the property of Goodwin House Bailey's Crossroads is collateral under the terms of each of the Series 2015 and 2016 bonds.

V. LOCATION AND DESCRIPTION OF REAL PROPERTY

The property is located at 3440 S. Jefferson Street, Falls Church, Virginia 22041, on eight acres of land on the northeastern border of Fairfax County near a large shopping plaza and the Skyline Towers.

The original building at Goodwin House Bailey's Crossroads is a 12-story brick building with one sub or ground floor. Construction of the original building began in November 1985 and it was opened to residents in October 1987. This building is referred to as The Crossroads.

Goodwin House Bailey's Crossroads opened its new 106-unit independent living tower in January 2010. This building is referred to as The Pointe.

Goodwin House Bailey's Crossroads opened its Health and Wellness Center in June 2008 which includes a health club, indoor swimming pool, wellness clinic, along with a 16-apartment Memory Support Program called the Terrace, and an expansion of the Health Care Center utilizing a household model and primarily private rooms.

Goodwin House Bailey's Crossroads has 221 apartments licensed by the Virginia Department of Social Services with a licensure capacity of 500 residents. The residential living portion of the original building is configured into 12 studio apartments, 90 one-bedroom apartments, 82 one-bedroom-and-den apartments, 26 two-bedroom apartments, and 11 two-bedroom-and-den apartments. Additionally, there are 43 assisted living and 16 memory support apartments located on the third floor.

The Pointe is configured into 24 one-bedroom-with-den apartments, 50 two-bedroom apartments, and 32 two-bedroom-with-den apartments.

The Health and Wellness Center at Goodwin House Bailey's Crossroads is licensed by the Virginia Department of Health and is certified under the Medicare and Medicaid programs for 73 nursing care beds. These licensed beds are configured into 69 available beds.

VI. AFFILIATIONS WITH RELIGIOUS, CHARITABLE OR OTHER NONPROFIT ORGANIZATIONS; TAX STATUS OF PROVIDER

Give a statement as to:

- A. Whether the provider is or ever has been affiliated with a religious, charitable or other nonprofit organization, the nature of any such affiliation, and the extent to which the affiliate organization is or will be responsible for the financial and contractual obligation of the provider.**

The Corporation was organized at the direction of the 160th Annual Council of the Protestant Episcopal Church in Virginia, in May 1955, and has at all times been, and shall continue to be, organized and operated exclusively for charitable purposes under Section 501(c)(3) of the Internal Revenue Code-and, in this connection, to establish, maintain, operate, manage, control and regulate residential homes for the aged. Goodwin Living is open to any person without regard to race, color, sex, religion, national origin, marital status, sexual orientation, or disability, 55 years of age or older, who is able to live independently in a residential apartment, and is in satisfactory health as demonstrated by a physical examination.

Goodwin House Foundation, d/b/a Goodwin Living Foundation is a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, the purposes of which are as follows:

To exclusively benefit, perform the functions of, or carry out the purposes of Goodwin Living and to support and foster the operations and functions of Goodwin Living.

Goodwin House Community Services is a non-stock Virginia corporation. The Board of Directors is elected by the Board of Trustees of Goodwin House Incorporated. Goodwin House Community Services manages a not-for-profit subsidized (Department of Housing and Urban Development) apartment community for the elderly that is owned by an unrelated third party.

Goodwin Home and Community Based Services (“GHCBS”) is a non-stock, not-for-profit Virginia corporation. The Board of Directors is elected by the Board of Trustees of Goodwin House Incorporated. GHCBS was established for the purpose of developing and operating businesses that provide clinical care such as Home Care, Certified Home Healthcare, Palliative Care and Hospice, and Rehabilitation services.

Goodwin House Development Corporation (“GHDC”) is a non-stock, not-for-profit Virginia corporation. The Board of Directors is elected by the Board of Trustees of Goodwin House Incorporated. GHDC was established for the purpose of exploring new opportunities for development of not-for-profit retirement communities or other expansion of the mission of Goodwin House.

In the event that Goodwin House Incorporated, or any successor to Goodwin House Incorporated, should fail to qualify as an organization described in Section 509(a)(1) or (2) of the Internal Revenue Code of 1986, as the same may be amended or suspended from time to time, the Corporation shall be dissolved in accordance with the provisions of Article VII of the Restatement of the Articles of Incorporation of Goodwin House Incorporated, June 7, 2012.

B. Any provision of the Federal Internal Revenue Code under which the provider is exempt from the payment of income tax.

Goodwin House Incorporated d.b.a Goodwin Living is an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

The Goodwin House Foundation d.b.a Goodwin Living Foundation is exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Goodwin House Development Corporation is exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

Goodwin House Home and Community Based Services is exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

VII. SERVICES PROVIDED UNDER CONTINUING CARE CONTRACTS

The Resident Agreements are included behind Tab 3 of this disclosure statement. Generally, the services provided at a Goodwin Living Life Plan Community can be described as follows:

A. Apartments

- (1) An individual climate control is provided in each apartment for heating and air conditioning.
- (2) An all-electric kitchen is provided in each apartment.
- (3) All windows are provided with window coverings.
- (4) Basic cable television is provided through Cox. Expanded/upgraded cable may be privately contracted with the provider at the resident's expense.

B. Modifications to Apartments

- (1) Residents desiring to modify their living apartment must obtain approval from Goodwin Living. Such work will be at the residents' expense.
- (2) Any modifications of the living apartment vests title to such work to Goodwin Living unless otherwise agreed to by Goodwin Living in writing.

C. Utilities

Goodwin House provides, at no extra charge to the resident, utilities reasonably required in connection with the occupancy of the living apartment (water, heating, electricity, air conditioning, internet access, basic cable TV and local telephone service).

D. Linen

Goodwin House provides bed linens and towels at no additional charge to the resident. Laundry service provides for all linen and towels furnished by Goodwin House at no additional charge to the resident.

E. Laundry

Personal laundry is the responsibility of the resident. Personal laundry service and valet dry cleaning are available at an additional charge at established rates.

F. Maintenance and Repair

- (1) Goodwin House provides necessary repairs, maintenance and replacement of property and equipment owned by Goodwin House at no additional charge to the resident.
- (2) Repairs, maintenance, and replacement of the residents' property is the residents' responsibility. Goodwin House may be able to assist in minor repairs but is under no obligation to do so. If Goodwin House assists the resident in such repairs, it will be at an additional charge.

G. Grounds

- (1) Goodwin House provides basic groundskeeping, and lawn and grounds maintenance service.
- (2) Outdoor garden boxes are provided on a space-available basis for residents' use.

H. Housekeeping

Weekly housekeeping services are provided by Goodwin House at no additional charge.

I. Parking

Parking is limited to one unreserved space per resident. Administration may approve a second car as space permits; however, additional fees are required. Parking space is not available for the storage or parking of recreational vehicles, boats, or other large vehicles. Parking is not transferable to others if the resident no longer requires a vehicle.

J. Guests

- (1) Residents are encouraged to invite guests to Goodwin House. Guests are permitted to stay in the resident's apartment for up to two weeks, unless special permission is granted for stays beyond two weeks.
- (2) Goodwin House offers a limited number of guest rooms, which may be reserved at a fixed charge.
- (3) Guests are welcome to enjoy meals while visiting Goodwin House. Meals are charged at a fixed cost per meal basis.
- (4) Should the resident desire, the cost of any guest meals and guest rooms may be charged to their monthly statement. The cost of any meals or

lodging not paid by the resident's guest will be charged to the resident's monthly statement.

K. Dining Service

(1) Goodwin House offers residents a “Dining Dollars” Plan in Residential Living, which is included in the monthly fee. Residents receive a dollar amount which covers approximately one meal per day in a variety of ways established under this plan. the following meal plan options:

Regulations require residents in Assisted Living, Memory Support or the Health Care Center to be provided three meals daily. Cost adjustments to the monthly fee will be made in accordance with published pricing to accommodate the regulatory requirements for residents under this agreement when in Assisted Living, Memory Support or the Health Care Center.

(2) All meals are nutritionally well balanced and served in the dining room or other designated areas. Special diets are provided upon written order by the resident’s attending physician. An extra charge may be made for special diets.

(3) Catering services are available at an additional charge.

L. Meal Credits

Goodwin House recognizes the potential need and periodic benefit of absences away from the community for various purposes. Accordingly, residents may be eligible to receive a meal credit on the monthly statement in accordance with procedures outlined in the Resident Handbook.

M. Programs

(1) Goodwin House provides a wide array of social, recreational, and religious activities for interested residents at no additional charge. Programs involving fees (e.g., theater and symphony tickets) are available at the residents’ expense.

(2) Residents are free to participate in a variety of committees and clubs arranged by Goodwin House.

- (3) Volunteer opportunities are available at Goodwin House and in the community at large.

N. Transportation

Goodwin House will arrange for local transportation, which is paid for by the resident at established rates.

O. Safety

- (1) Each Residential Living apartment is provided with an emergency call system which provides the resident with 24-hour health care response capability. Additional security systems, including emergency pendants, are available at the resident's expense through the Goodwin House.
- (2) Sprinkler and smoke detection systems are maintained throughout the buildings.
- (3) An emergency generator provides essential services (corridor lights, elevators, etc.) during power interruptions.
- (4) Elevators are equipped with telephones for use in case of emergency.
- (5) Security of residents, buildings and grounds is provided by uniformed security personnel, intrusion alarms on all exterior doors, surveillance cameras, and perimeter fencing.
- (6) Illuminated parking areas are provided on Goodwin House grounds.
- (7) The Residential Living apartments' bathrooms have grab bars around showers and tubs. Water temperatures are maintained in compliance with state regulations.
- (8) Safe operations are monitored by an active Safety Committee.

P. Mail

Individual mailboxes are provided in central locations for residential and assisted living residents.

Q. Health and Beauty Salon

A Health and Beauty Salon providing salon services, manicure, pedicure and massage is provided for resident use at rates established by Goodwin House.

R. Medical and Nursing Care

Goodwin House operates under the concept of continuing care, which recognizes the needs of the resident as varying along a continuum from active, residential living to increasing health care needs. Under the terms of Section II of the Resident Agreement, a comprehensive range of services is provided. Health care services provided under the Agreement include outpatient services as delivered in the Health and Wellness Clinic and inpatient services as delivered in the Health Care, Assisted Living and Memory Support areas. Rehabilitative therapies, home care services, and medication administration are available to residents on a fee-for-service basis.

- (1) Health and Wellness Clinic. The Health and Wellness Clinic provides a setting where a resident may be treated as an outpatient by a physician when the resident has previously arranged for that physician to be the resident's provider. Physician fees are the responsibility of the resident. In addition, the Health and Wellness Clinic is staffed with registered nurses to provide, at no additional charge, assessment services, routine monitoring, and immediate medical attention in cases of emergency. A nurse is on duty in the Health and Wellness Clinic eleven (11) hours per day, Monday through Friday and eight (8) hours on Saturday. After business hours, service shifts to the Health Care Center staff. If more complex medical services are needed, a nurse practitioner (NP) is available Monday through Friday. NP fees are the responsibility of the resident.
- (2) Home Care. Home Care is not included in the Resident Agreement; however, Goodwin House Home Care offers personal assistance with activities of daily living as a complement or substitute to Assisted Living at an additional charge at established rates. Residents who wish to engage outside agencies or individuals to provide home care services must receive prior approval from the Executive Director or designee. In such instances, the resident agrees that the agency or individual will comply with the standards and rules of Goodwin Living, and the resident understands that he or she will be fully responsible for all costs and arrangements with the agency or individual.
- (3) Assisted Living. Residents who require assistance with activities of daily living or memory support are admitted to a studio or one-bedroom apartment in Assisted Living or a studio in the Terrace memory support program at no additional charge if under the Standard, Modified, or 50% Refund Plan Agreements. Under the Long-term Care Option and the Type C, Fee-for-Service Option, the Assisted Living or Terrace Private Pay rates will be charged after the "covered days" are exhausted. Assisted Living is provided in 43 apartments located on the third floor. Memory support is licensed by the Virginia Department of Social Services and provided in a secure household in the Health and Wellness Center on the third floor.

Certified nursing assistants are on 24-hour duty and provide supportive assistance with licensed nursing oversight.

- (4) Health Care. Residents who require nursing care or skilled nursing care are admitted to the Health Care Center at no additional monthly fee under a Standard, Modified, or 50% Refund Plan Agreement. Under the Long-term Care Option and the Type C Fee-for-Service Option, the Health Care Center Private Pay rates will be charged after the “Covered Days” are exhausted. Private rooms are offered if available and based on health care needs. Goodwin House Bailey’s Crossroads is licensed by the Virginia Department of Health and certified under the Medicare and Medicaid programs for 73 nursing care beds.
- (5) Palliative Care and Hospice are not included in the resident agreement; however, Goodwin Living offers Goodwin Hospice services in all levels of living for residents who meet the eligibility requirements determined by the Medicare program. Hospice care services are also available to all persons regardless of their insurance coverage or provider. Hospice care services will be in accordance with the licensure and certification requirements of governing authorities.
- (6) Rehabilitation/Therapy. Facilities for recreational, occupational, speech and physical therapy are located throughout Goodwin House and are offered by Goodwin Rehabilitation. Physical and occupational therapy are offered at both GL life plan communities to residents at all levels of care. There is an additional charge to the resident for this service; however, some portion of the fee is typically covered by their insurance plan.
- (7) Medicare Certified Home Health services are not included in the resident agreement; however, Goodwin Living offers Medicare Certified Home Health services through Goodwin Living Rehabilitation. This service included Physical Therapy, Occupational Therapy, nursing care, and speech and language services to residents in their apartments. These services are offered in Residential and Assisted Living levels of care for residents who meet the eligibility requirements determined by the Medicare program.

When a resident's condition requires nursing or assisted living, the resident will be admitted into Health Care, Assisted Living or Memory Support, as appropriate, on either a temporary or permanent basis.

The decision as to when it is appropriate to permanently transfer a resident to Health Care, Assisted Living, or Memory Support and release the resident's prior living unit will be made by the Executive Director or designee on recommendation of the interdisciplinary care team, consisting of, but not limited to, physician, nurse, social worker, physical therapist, chaplain, resident, and/or responsible party when possible.

Health Care, Assisted Living, and Memory Support are open to non-continuing care contract residents on a space available basis on a nondiscriminatory basis. Non-continuing care contract residents pay a daily rate for their health care services, billed monthly.

S. Medicare and Health Insurance Assignments

- (1) Residents are required to procure and maintain, at their expense, the hospital and medical insurance benefits known as Medicare Part A and Part B, or their equivalent.
- (2) At such time as the resident shall become entitled to payments for health services from public or private sources, the resident shall make application for such payments and turn over to Goodwin House any payments received under the following circumstances:
 - a. When the resident is receiving or has received financial assistance from Goodwin House; and/or
 - b. When it is determined that the resident meets the Medicare eligibility criteria for nursing home benefits and those services have been delivered in the Health Care Center.
- (3) Residents are required to procure and maintain supplemental hospital and medical insurance and are responsible for Medicare coinsurance and deductible amounts.

T. Nursing Care Coverage

Goodwin House will provide nursing care by nurses on regular duty as deemed necessary by the attending physician, subject to the review and approval of the Goodwin House Medical Director. Residents agree that nursing care provided by Goodwin House shall be limited to that care given in the Goodwin House Health Care Center, or in another unit specifically designated by Goodwin House.

U. Physician Coverage

- (1) A resident is at liberty to engage and will pay for the services of any licensed physician, osteopath, dentist, oculist, optician, optometrist, chiropractor, podiatrist, or any other health care professional. Goodwin House is not responsible for, nor obligated to pay, the charges for such services.
- (2) Goodwin House provides 24-hour emergency medical service by the Medical Director or his physician designee. Resident agrees Goodwin House has the right to provide care by this physician. Payment for such service is on a fee-for-service basis to be paid by the resident.

V. Hospital Coverage

- (1) Goodwin House will not pay any charges for hospitalization or costs related thereto.
- (2) In the event it becomes necessary for a resident to be transferred to a hospital, Goodwin House will provide the information necessary, and within the guidelines of the Health Insurance Portability and Accountability Act (HIPAA), to meet the provisions of any hospital agreement and the resident agrees that Goodwin House has the right to provide such information, which may include part or all of the resident's medical record.

W. Drugs and Medical Supplies

Residents are responsible for expenses associated with medicines, drugs, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, and other health related items. Such items are charged to the residents at cost plus a markup.

VIII. FEES REQUIRED OF RESIDENTS

All residents are required to pay an initial Entrance Fee and Monthly Fees. Applicants for residency pay a \$300 per person nonrefundable Application Fee to cover related expenses. In addition, a refundable deposit of \$1,000 is required for applicants requesting to be placed on the waiting list. Applicants pay a refundable deposit of 10% of the Entrance Fee to reserve a specific apartment.

- A. The resident agrees to pay Goodwin Living (“GL”) the Entrance Fee, due and payable on the effective date of the Resident Agreement.
 - (1) GL offers prospective residents several financial options from which to choose and the entrance fees vary depending on the plan selected. The monthly fees are also dependent on the plan selected; however, the costs for other services are the same regardless of the entrance fee plan while residing in residential living. The monthly fee does change for those under a Long-term Care Insurance Plan or the 90% Refundable Fee-for-Service Type C plan when a resident moves to assisted living, memory support or the Health Care Center.
 - (2) The monthly fees for all resident agreements may be increased by GL from time to time with 30-day advance written notice although, historically, the fees are adjusted annually. The costs for ancillary services are also subject to change. The published rates are available upon request. As noted previously, there may be an absence

credit for meals for extended stays away from the community. GL may use any cash received from Entrance Fees as it deems appropriate and in accordance with governing laws and regulations.

- B. Termination by Resident. If a resident moves out of the GL life plan community, the resident is eligible for a refund of the entrance fee paid less 2% for each month in which the resident resided at Goodwin House. A 30-day written notice is required. Any refund is conditioned upon the resale of the resident's apartment and appropriate notice to GL; however, the entrance fee stops declining when the agreement is terminated. There is no refund after 100 months unless the resident has a 50% Refundable Plan or the 90% Refundable Type C Fee-for-Service Plan. Termination by GL. If GL terminates the agreement, GL will refund the entrance fee, less 2% for each month the resident resided at Goodwin House for the Standard Plan, LTC Insurance Plan and the Modified Plan. The 50% Refund Option will be refunded per the Standard Agreement, but not less than 50% of the entrance fee. The Type C, Fee-for-Service Option will refund 100% of the entrance fee if the agreement is terminated within the first six months of the effective date, and not less than 90% thereafter unless funds are required to be drawn down to cover health care or other expenses.

- (a) Termination by Death. GL will provide a refund of the entrance fee minus 2% for each month the resident resided at Goodwin House. There is no refund after 25 months unless the resident has a 50% Refundable Plan or Type C, Fee-for-Service Plan. The Type C, Fee-for-Service Option will refund 100% of the entrance fee if the agreement is terminated within the first six months of the effective date, and not less than 90% thereafter unless funds are required to be drawn down to cover health care expenses.

C. Financial Assistance Program

- (1) GL may, at its sole discretion, grant financial assistance in the form of a discounted entrance fee, monthly fee, or both, as funds are available and policies established by GL are met.
- (2) The intent of the financial assistance program is to support residents who exhaust their funds, through no fault of their own, as well as to support new residents who cannot fully afford the entrance fee and/or the monthly fee. If a resident on financial assistance has a change in financial circumstances and no longer requires assistance or if the resident can afford to reimburse GL for subsidies received, it is the intent of GL to recapture those funds to assist others who may be in financial need. In addition, a claim against the estate of residents who have received financial assistance will be submitted at the time of death.

Residents who transfer any material amount of assets or recklessly spend assets that were represented to GL for consideration during application for admission to Goodwin House may be deemed ineligible for financial assistance and deemed to have voluntarily terminated the resident agreement.

D. If a resident requests to move to another apartment in Residential Living, prior approval of the Executive Director is required, and the resident will be required to pay the difference between the current entrance fee and the entrance fee paid initially, and there may be a refurbishment fee charged. In addition, the resident will be responsible for the cost of the move. Any refund or additional cost would be based on size of apartment into which the resident is moving and the length of time the resident has lived at Goodwin House.

E. If a resident decides to marry, or to cohabit in his/her existing or another residential apartment, the additional occupant must first meet the conditions of occupancy and be eligible for admission under GL's financial and health status policies. In such case, the new resident will pay the studio apartment entrance fee that is in effect at the time of occupancy. The monthly fee will be increased to the rate applicable for the second person at the time of occupancy.

If a resident wishes to marry or cohabit with another resident already living at a GL life plan community, the financial arrangements will be revised based on the particular scenario of the couple in accordance with the resident agreement. Credits and refunds will depend on which apartment the couple occupies after moving and the length of time that the individuals have resided at the community.

F. The resident agrees to pay Goodwin Living the Monthly Fee on the first day of the month to which that payment applies.

G. Goodwin Living will endeavor to maintain the Monthly Fees at the lowest feasible rate consistent with sound financial practice and maintenance of the quality of services called for in the contract. GL may adjust the Monthly Fee at any time to bring income more closely in line with the cost of operations, and resident agrees to pay such adjusted fee. A 30-day advance written notice shall be given to the resident of any intent to significantly reduce the scope of services or to change the charges for contracted services.

H. If a resident's net assets become depleted, or the resident's income is reduced to the extent that he or she is eligible to receive public benefits (e.g., Social Security Supplemental Income, Medicaid, etc.), the resident agrees to make application for these entitlements. Failure to do so may result in the termination of the Agreement by GL and the release of its obligations.

- I. In the event two residents of a GL life plan community cohabit a Residential Living Apartment and one dies, the surviving occupant will then pay the single person rate for the apartment occupied.
- J. Entrance Fees and Monthly Fees are subject to adjustment at least annually. Fees may be adjusted based on various factors, including but not limited to changes in the actuarial status of the organization, projected costs of resident health care, estimated replacement costs of the facility, operational costs, inflationary projections, requirements of debt agreements, and maintaining the appropriate coverage of total income compared to total expenses.
- K. Residents will be billed monthly for supplies, ancillary or additional services provided by GL that are not provided under the Resident Agreement. Examples of such additional services and supplies offered at extra charge are: drugs, medication administration, medical supplies, beauty and barber shop services, massage, personal training, arts and crafts supplies, transportation, personal laundry, guest lodging, and guest meals. Such bills shall be paid within 10 days or they will be subject to a late charge of 1.5% per month for each month in arrears.
- L. The Internal Revenue Service has generally held that the medical portion of fees paid to continuing care facilities such as GL are deductible on residents' individual income tax returns. There have been a number of rulings from the IRS, including a 1976 ruling obtained by a resident of a facility similar to Goodwin House, that indicates a portion of the Entrance Fee and Monthly Fee may be claimed as a medical deduction. The deduction is made during the year in which the fees are paid. While GL cannot guarantee any resident relying on the ruling that the desired tax result will be achieved, GL makes this information available annually and suggests that residents consult a professional tax advisor regarding the income tax deductibility of the medical expense portion of their Entrance Fee and Monthly Fees.
- M. Health care services that are included in the Resident Agreement and those that require additional payments from the Resident are covered in Section III, Health and Wellness Services, in the Resident Agreement.
- N. There are no fees assessed residents by GL for property insurance for the contents of their living apartments or for the cost of medical insurance. Residents are required to maintain such insurance at their expense.

The schedules in Section XVI show the entrance fees and monthly service fees for continuing care residents, as well as the monthly service fees and per diem rates for non-continuing care residents, for the most recent five-year period for GL.

In addition to Goodwin House Bailey’s Crossroads, Goodwin Living also owns and operates Goodwin House Alexandria, a continuing care retirement community located in Alexandria, Virginia.

The average standard plan monthly service fee increases for Goodwin House Bailey’s Crossroads over the past five years have been as disclosed in the following table.

Year	Dollar Increase	Percentage Increase
2018	\$118	3.00%
2019	\$154	3.80%
2020	\$160	3.80%
2021	\$164	3.75%
2022	\$158	3.50%
Five-Year Average	\$151	3.57%

IX. RESERVE FUNDING

A. Entrance Fees

All Entrance Fees are the property of GL upon receipt. They are treated as deferred revenue to reflect future commitments to provide services to residents. The deferred revenue is amortized to income based on the estimated life and level of care of the resident. The period of amortization is adjusted annually based on the estimated remaining life expectancy of each resident. Unamortized deferred revenue from entrance fees at Goodwin House Bailey’s Crossroads totaled \$70,996,112 at September 30, 2022.

B. Cash and Cash Equivalents and Investments

As of September 30, 2022, Goodwin Living and Affiliates held cash, cash equivalents, and investments, both unrestricted and restricted, totaling \$214,836,596 (\$248,319,803 at the end of the prior fiscal year). These funds are invested to assure the short- and long-term financial viability of Goodwin Living and Affiliates. They are invested in operating cash accounts and in portfolios recommended by investment management firms selected by

the Finance Committee's Investment Subcommittee
according to guidelines established by the Board of Trustees.

XII. Investment Management

Historically, Goodwin Living and Goodwin Living Foundation have used professional managers to direct the management of their investment portfolios. Since January 2009, Goodwin House Incorporated and Goodwin House Foundation have retained the services of the following firm to provide advice regarding appropriate investment guidelines.

Investment Advisor:

Captrust (Formally Ellwood Advisors)
33 West Monroe Street, Suite 1850
Chicago, IL 60603
Aaron Ward, CFA
Principal
Kyle Clifford, CAIA
Vice President

Goodwin Living and Goodwin Living Foundation have retained the following professional investment managers:

Investment Managers

Vanguard
100 Vanguard Boulevard
Malvern, PA 19355

U.S. Bank (Money Market Funds)
919 East Main Street
Mailcode HDQ 5310
Richmond, VA 23219
Nancy C. Harrison
Vice President and Account Manager
Corporate Trust Services

Steward Partners Global Advisory
1776 I Street, NW, Suite 700
Washington, DC 20006
Sarah Marks
Director – Wealth Manager

J.P. Morgan Asset Management
1111 Polaris Parkway
Columbus, OH 43240
Barbara E. Miller
Managing Director, Portfolio Manager

Manulife Asset Management
200 Bloor Street East
NT-5
Toronto, Ontario M4Z 1E5
Canada
Daniel S. Janis, III
Senior Managing Director, Senior Portfolio Manager

Kiltearn Partners LLP
3 Exchange Place
Semple Street
Edinburgh EH3 8BL
Murdo Murchison
Chairman, CIO

GQG Partners
350 East Las Olas Boulevard
Suite 1100
Fort Lauderdale, FL 33301
Rajiv Jain
Chairman and Chief Investment Officer

Monarch Alternative Capital
535 Madison Avenue
New York, NY 10022
Michael A. Weinstock

Veritas Capital
9 West 57th Street
29th Floor
New York, NY 10019
Ramzi M. Musallam
CFO

Dodge & Cox
555 California St. 40th Floor
San Francisco, CA 94104
Charles F. Pohl
Chairperson and Chief Investment Officer

Harding Loevner
400 Crossing Blvd., 4th Floor
Bridgewater, NJ 08807
Ferrill Roll
Co-Chief Investment Officer
Simon Hallett
Co-Chief Investment Officer
Tailwind Capital
485 Lexington Avenue
New York, NY 10017
Lawrence B. Sorrel
Managing Partner

Freeman Spogli & Co.
299 Park Avenue
20th Floor
New York, NY 10171
John Roth
CEO

AEA Investors
 666 Fifth Avenue, 36th Floor
 New York, NY 10103
 Brian Hoesterely
 CEO

Horsley Bridge Partners, Inc.
 505 Montgomery Street
 San Francisco, CA 94111
 Kate Murphy
 Managing Director, Chief Operating Officer

Grandeur Peak Global Advisors, LLC
 136 So Main Street, Suite 720
 Salt Lake City, UT 84101
 Robert Gardiner
 Chairperson, Portfolio Manager, Sr. Research Analyst

Ninety One North America, Inc.
 55 Gresham Street
 London
 EC2V 7EL UK
 Archie Hart
 Portfolio Manager

X. CERTIFIED FINANCIAL STATEMENTS AND OTHER FINANCIAL DATA

A. Audited Consolidated Financial Statements

The Consolidated Financial Statements and Other Financial Information of Goodwin Living and Affiliates for the years ended September 30, 2022 and 2021, with the Independent Auditors' Report are attached behind the Resident Agreements.

B. Summary of Financial Information

A summary of financial information for the fiscal years ended September 30, 2022, and 2021, is presented below for Goodwin House Bailey's Crossroads.

	Fiscal Year Ended September 30,	
	2022	2021
Total Assets	\$ 213,428,574	\$ 226,251,167
Total Liabilities	174,647,527	187,457,177
Total Net Assets	38,759,570	38,793,990
Total Revenues	49,322,352	50,364,173
Total Expenses	44,894,215	42,382,852
Operating Income	4,428,137	7,981,321

Increase in Unrestricted Net Assets	\$ (12,943)	\$ 19,797,656
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In Fiscal Year 2022, Goodwin living continued strong occupancy rates at both houses, with 97% of Independent Living apartments occupied at Alexandria and 96% Independent Living apartments occupied at Bailey's Crossroads.

The net assets of Goodwin Living decreased from year to year, ending the year at over \$79.3 million compared to \$87.8 million in the prior year. The negative change in net assets was primarily driven by net unrealized loss on securities of \$32.9 million.

Our ability to service our debt continues to be extremely strong. Investment returns for fiscal year 2022 were -10.8% which is reflection of the turbulent market conditions in the past fiscal year. This return, though negative, was better relative to the established benchmark return.

In May, 2022, the Obligated Group refinanced all outstanding debt associated with the previously issued Series 2015 Bonds and the Series 2016A bonds. The structure utilized by the Obligated Group to complete this refinance is a direct bank loan with two different banking institutions. The Series 2016B bonds remain outstanding with no changes made during the refinance.

Sales of available units were strong, with 81 new residents joining us during the year. Total entry fees raised during fiscal 2022 were \$30.3 million.

Occupancy information for Goodwin House Bailey's Crossroads is as follows.

Occupancy Information as of September 30, 2022			
	Capacity of Units	Average Occupancy	Percentage Occupancy
Independent Living	325	312	96%
Assisted Living	43	36	84%
Memory Support	16	16	98%
Nursing	68	63	93%

XII. Consolidating Financial Information

Consolidating balance sheets and statements of operations for the Obligated Group for 2022 and 2021 are included in the audited financial statements included on pages 40 to 43 and pages 48 to 51).

During the past year, the Fitch rating of Goodwin House Incorporated increased to BBB+ - Stable.

XI. PRO FORMA INCOME STATEMENT**Goodwin House Bailey's Crossroads****Fiscal Year 2022 Pro Forma Income Statement (Operating Budget) Compared to Actual Results**

	<u>Actual</u>	<u>Pro Forma</u>	<u>Positive or (Negative) Variance</u>	
Revenue, Gains and Other Support				
Monthly Fees	\$ 25,887,109	\$ 26,285,977	\$ (398,868)	-2%
Amortization of Deferred Revenue	10,270,515	10,812,000	(541,485)	-5%
Health Care Services	4,922,965	4,715,948	207,017	4%
Investment Income	6,833,481	1,636,000	5,197,481	318%
Resident and Other Services	610,883	889,874	(278,991)	-31%
CARES ACT/Provider Relief & Others	797,399	-	797,399	0%
Total Revenue, Gains and Other Support	<u>49,322,352</u>	<u>44,339,799</u>	<u>4,982,553</u>	11%
Expenses				
Administration and General	5,605,636	5,222,234	(383,402)	-7%
Marketing	1,317,867	1,364,451	46,584	3%
Resident and Social Services	2,391,606	2,400,878	9,272	0%
Environmental Services and Plant Operations	5,784,125	5,613,268	(170,857)	-3%
Dietary	8,138,311	7,467,723	(670,588)	-9%
Health and Wellness	9,824,817	9,328,238	(496,579)	-5%
Depreciation	8,700,526	8,650,000	(50,526)	-1%
Interest	3,131,327	3,358,138	226,811	7%
Total Expenses	<u>44,894,215</u>	<u>43,404,930</u>	<u>(1,489,285)</u>	-3.4%
Operating Income	<u>4,428,137</u>	<u>934,869</u>	<u>3,493,268</u>	374%
Other Gains (Losses)				
Other Non-Operating Gains	945,917	-	-	
Net Unrealized Gain (Loss) on Securities	(18,466,471)	-	-	
Change in Fair Value of Interest Rate Swap	6,704,212	-	-	
Forgiveness of Paycheck Protection Program Loan	4,740,941	-	-	
Gain (Loss) on Extinguishment of Debt	1,669,153	-	-	
Excess of Revenue over Expenses	<u>21,889</u>	<u>934,869</u>	<u>(912,980)</u>	-98%
Other Changes in Net Assets Without Donor Restrictions				
Net Unrealized Loss on Debt Obligation Securities	(34,832)	-	(34,832)	
Change in Net Assets	<u>\$ (12,943)</u>	<u>\$ 934,869</u>	<u>\$ (947,812)</u>	-101%

Analysis of Fiscal Year 2022 Pro Forma Income Statement (Operating Budget)
Compared to Actual Results

During the fiscal year ended September 30, 2022, Goodwin House Bailey's Crossroads' total revenues were \$49,322,352 or 11% better than budget. Amortization of deferred revenue was 5% below budget due to changes in the census characteristics from the budgeted amounts. Health care services were 4% more than budget due to higher than expected Private Pay in the health care center. Investment income from interest, dividends, and realized gains and losses was 318% higher than budget. Resident Service revenue was 31% under budget due primarily to lower beauty shop revenue, café revenue, catering, guest meals, and cablevision. Total expenses were higher than budget by \$1,489,285 or 3.4% largely due to increases in nursing costs, supplies, food costs, utilities as well as the limitation of new patient admissions to Assisted Living and Nursing Facilities due to COVID-19.

The operating income of \$4,428,137 was higher than budget by \$3,493,268 or 374%.

Goodwin House Bailey's Crossroads had Other Losses of \$4,406,248 in fiscal year 2022 primarily from net unrealized loss on securities.

Fiscal Year 2023 Pro Forma Income Statement (Operating Budget)

The pro forma income statement (operating budget) of Goodwin House Incorporated Obligated Group for fiscal year 2023 includes the operations of Goodwin House Alexandria and Goodwin House Bailey's Crossroads. Goodwin House Alexandria is a continuing care retirement community located in Alexandria, Virginia, which is owned and operated by Goodwin House Incorporated.

The pro forma income statement (operating budget) of (1) Goodwin House Bailey's Crossroads and (2) Goodwin House Incorporated Obligated Group for the fiscal year ending September 30, 2023 is shown below.

**Fiscal Year 2023 Pro Forma Income Statement
(Operating Budget)**

	Goodwin House Bailey's Crossroads	Goodwin House Incorporated
Revenue, Gains and Other Support		
Monthly Fees	\$ 26,719,341	\$ 53,044,108
Amortization of Deferred Revenue	11,247,143	25,427,742
Health Care Services	4,997,870	24,413,879
Investment Income	5,333,718	9,555,097
Resident and Other Services	643,319	1,393,594
Total Revenues	48,941,391	113,834,420
Expenses		
Administration and General	5,471,574	11,222,291
Marketing	1,283,629	3,441,348
Resident and Social Services	2,406,273	6,046,641
Environmental Services	5,538,288	11,183,024
Dietary	7,951,976	14,477,214
Health and Wellness	9,677,105	33,649,417
Depreciation	8,757,391	17,312,490
Interest	3,017,498	5,773,938
Total Expenses	44,103,734	103,106,363
Increase in Unrestricted Net Assets	\$ 4,837,657	\$ 10,728,057

Fiscal Year 2023 Pro Forma Income Statement (Operating Budget) Assumptions

Revenues, Gains and Other Support

Total revenues, gains and other support for Goodwin House Incorporated Obligated Group for fiscal year 2022 are budgeted to increase by \$3,517,258 or 3.2%, from actual results for fiscal year 2022, primarily due to a projected increases in monthly fees, amortization of deferred revenue, and health care services.

The major assumptions utilized in calculating the revenues, gains and other support included in the pro forma income statement (operating budget) for the fiscal year ending September 30, 2023, are described below:

1. Monthly fees are calculated based on established monthly service fees for the various unit types available and an estimate of the number of units that will be occupied on a monthly basis. An appropriate allowance for financial assistance to residents is included in this estimate.
2. Amortization of deferred revenue from advance fees is estimated based on estimated advance fees (entrance fees) received from residents. Advance fees received are recorded as deferred liabilities and amortized to income over the estimated life expectancies of the residents.
3. Health care services revenues are calculated based on established daily rates for the various unit types and levels of care provided to health care residents and an estimate of the number of health care residents on a monthly basis. Appropriate allowances for Medicare, Medicaid and financial assistance to residents are included in this estimate. These amounts only include residents not under a Resident Agreement (i.e., non-continuing care residents). In addition, health care services revenues include ancillary charges for pharmaceuticals, medical supplies, therapy and similar items for both continuing care residents and non-continuing care residents.
4. Investment income includes estimated earnings from the investment of funds net of investment fees. These amounts include interest, dividends and realized gains and losses on the sale of investments.
5. Resident and other services revenues include amounts expected to be collected for guest meals, guest lodging, beauty shop charges, personal laundry, sundry shop charges, special events, arts and crafts, processing fees and similar items.

Expenses

Total expenses for Goodwin House Incorporated Obligated Group for fiscal year 2023 are budgeted to increase \$770,442 or 0.8%, from actual results for fiscal year 2022. The major assumptions

utilized in calculating the expenses included in the pro forma income statement (operating budget) for the fiscal year ending September 30, 2023, are described below:

1. Departmental expenses are estimated based on the historical expenses associated with operating each department in prior years. These expenses are adjusted for expected inflationary increases, including salary adjustments, changes in the services offered and expense decreases resulting from increased efficiency in the operation of the community.
2. Depreciation is calculated using the straight-line method, taking into consideration the historical cost of fixed assets and their estimated useful lives.
3. Interest expense represents interest on the Series 2015 and Series 2016 tax-exempt debt. Interest expense is anticipated to decrease from the prior fiscal year by \$250,258 or 4.2%, due to lower principal balances.

XII. ADMISSION OF NEW RESIDENTS

Applicants shall be considered for admission to a GL life plan community if they meet the following conditions of occupancy:

1. Possess the ability to safely meet one's individual personal care needs.
2. Maintain the ability to complete, without assistance, the activities of daily living to ensure health, safety and welfare, and the safety of others. In addition, residents must be able to respond to an emergency situation.
3. Not require specialized care facilities which are designed to meet the specialized care needs of individuals who need institutional, personal, or nursing care services.
4. Maintain the residential living apartment in a safe and sanitary manner.
5. Maintain one's self and the residential living apartment in such a way so as not to pose a threat or danger to one's health or safety or the health or safety of others in the community.
6. Maintain the ability to reside safely in the residential living apartment without becoming disoriented as to person, place and/or time so as to be at risk of elopement or other actions, including socially offensive or aggressive behaviors, which would endanger the resident or threaten the safety or well-being of other residents.
7. Demonstrate that, upon resident's request for a reasonable accommodation to remain in the residential living apartment, such accommodation shall be secured with appropriate and qualified assistance, and by the execution of

and compliance with the Release of Liability Addendum & Addendum to Resident Agreement.

8. Demonstrate sufficient financial resources to meet all financial requirements of residency or apply for and be granted financial assistance.
9. Comply with the rules, policies and procedures related to occupancy of a residential living apartment and meet the requirements imposed by the Commonwealth of Virginia Department of Social Services.

Additionally, it is the policy of GL to consider all applicants for admission who are 55 years of age or older without regard to race, sex, religion, national origin, marital status, sexual orientation, or disability, and who meet the criteria for admission.

Applicants must have submitted all application forms, which include general information and confidential financial information. Applicants for residency pay a \$300 per person nonrefundable Application Fee to cover related expenses. In addition, a refundable deposit of \$1,000 is required for individuals requesting to be placed on the Priority Club list. Applicants pay 10% of the Entrance Fee to reserve a specific apartment.

Application forms, as well as the results of the physical examination and social interview are reviewed by an Admissions Committee for admission eligibility.

XIII. ACCESS TO FACILITY BY NONRESIDENTS

The Health Care Center, Memory support program, and Assisted Living areas are accessible to non-continuing care contract residents on a space-available basis. Non-continuing care contract residents are charged a daily rate for services rendered.

Outside groups are permitted to use portions of the facility for special events provided the function is either:

- A. Sponsored by a resident,
- B. Involves professional associations or educational institutions affiliated with residential or facility programs, or
- C. Serves the interest of the local community.

GL will honor such requests provided that the event can be handled efficiently and without unduly disrupting the residential life of the facility.

XIV. PROCEDURE FOR RESIDENT TO FILE A COMPLAINT OR DISCLOSE CONCERN

All persons who have formally been accepted as residents of Goodwin House are members of the community of residents, sharing a common interest in promoting and maintaining an enjoyable, constructive, active, healthful and secure community life. The Resident Council is the instrument created by the residents to represent the community to the administration in the attainment of those objectives. The primary interest and purpose of the Council is to represent the residents in the way of general interest and in no respect interferes with any resident presenting his or her issue before the administration.

Should a resident wish to disclose a concern or voice a complaint, the resident is encouraged to do so by directly presenting the issue before the appropriate department head or, if so desired, to administration. Residents also may utilize the suggestion box operated by the Resident Council or, if so desired, may refer the matter directly to the Resident Council. Additionally, residents are made aware of their right to contact appropriate licensure agencies and the ombudsman's office.

Any resident wishing to voice a complaint, disclose a concern, or participate in the Resident Council may do so without fear of retaliatory conduct.

XV. ENTRANCE AND MONTHLY FEE SCHEDULES AND FIVE-YEAR HISTORY

Entrance and monthly fee schedules and five-year histories for each contract type are shown on the following pages.

STANDARD PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY															
Entrance Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$140,290	\$5,400	4.00%	\$145,900	\$5,610	4.00%	\$151,740	\$5,840	4.00%	\$156,292	\$4,552	3.00%	\$160,981	\$4,689	3.00%
Buckingham/Glencarlyn - 1 Bedroom	\$212,190	\$8,160	4.00%	\$220,680	\$8,490	4.00%	\$229,510	\$8,830	4.00%	\$236,395	\$6,885	3.00%	\$243,487	\$7,092	3.00%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$258,370	\$9,940	4.00%	\$268,700	\$10,330	4.00%	\$279,450	\$10,750	4.00%	\$287,834	\$8,384	3.00%	\$296,469	\$8,635	3.00%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$271,760	\$10,450	4.00%	\$282,630	\$10,870	4.00%	\$293,940	\$11,310	4.00%	\$302,758	\$8,818	3.00%	\$311,841	\$9,083	3.00%
McLean/Barcroft - 1 Bedroom, Den	\$340,380	\$13,090	4.00%	\$354,000	\$13,620	4.00%	\$368,160	\$14,160	4.00%	\$386,568	\$18,408	5.00%	\$409,762	\$23,194	6.00%
Hillcrest /Claremont- 1 Bedroom, Den	\$350,230	\$13,470	4.00%	\$364,240	\$14,010	4.00%	\$378,810	\$14,570	4.00%	\$397,751	\$18,941	5.00%	\$421,616	\$23,865	6.00%
Arlingtonian - 2 Bedroom, Den	\$416,210	\$16,010	4.00%	\$432,860	\$16,650	4.00%	\$450,170	\$17,310	4.00%	\$472,679	\$22,509	5.00%	\$501,039	\$28,361	6.00%
Skyline - 3 Bedroom, Den	\$508,860	\$19,570	4.00%	\$529,210	\$20,350	4.00%	\$550,380	\$21,170	4.00%	\$583,403	\$33,023	6.00%	\$624,241	\$40,838	7.00%
Waverly - 1 Bedroom, Den	\$395,730	\$15,220	4.00%	\$411,560	\$15,830	4.00%	\$428,020	\$16,460	4.00%	\$449,421	\$21,401	5.00%	\$476,386	\$26,965	6.00%
Second Person Entrance Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,127	\$3,369	4.76%	\$78,080	\$3,953	5.33%

STANDARD PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY															
Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$2,709	\$79	3.00%	\$2,812	\$103	3.80%	\$2,919	\$107	3.80%	\$3,028	\$110	3.75%	\$3,134	\$106	3.50%
Buckingham/Glencarlyn - 1 Bedroom	\$3,148	\$92	3.01%	\$3,268	\$120	3.80%	\$3,392	\$124	3.80%	\$3,519	\$127	3.75%	\$3,642	\$123	3.50%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Baths	\$3,628	\$106	3.01%	\$3,766	\$138	3.80%	\$3,909	\$143	3.80%	\$4,056	\$147	3.75%	\$4,198	\$142	3.50%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Baths	\$3,732	\$109	3.01%	\$3,874	\$142	3.80%	\$4,021	\$147	3.80%	\$4,172	\$151	3.75%	\$4,318	\$146	3.50%
McLean/Barcroft - 1 Bedroom, Den	\$4,400	\$128	3.00%	\$4,567	\$167	3.80%	\$4,741	\$174	3.80%	\$4,919	\$178	3.75%	\$5,091	\$172	3.50%
Hillcrest /Claremont- 1 Bedroom, Den	\$4,413	\$129	3.01%	\$4,581	\$168	3.80%	\$4,755	\$174	3.80%	\$4,933	\$178	3.75%	\$5,106	\$173	3.50%
Arlingtonian - 2 Bedroom, Den	\$4,762	\$139	3.01%	\$4,943	\$181	3.80%	\$5,131	\$188	3.80%	\$5,323	\$192	3.75%	\$5,509	\$186	3.49%
Skyline - 3 Bedroom, Den	\$5,599	\$163	3.00%	\$5,812	\$213	3.80%	\$6,033	\$221	3.80%	\$6,259	\$226	3.75%	\$6,478	\$219	3.50%
Waverly - 1 Bedroom, Den	\$4,624	\$135	3.01%	\$4,800	\$176	3.80%	\$4,982	\$182	3.80%	\$5,169	\$187	3.75%	\$5,350	\$181	3.50%
Second Person	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.80%	\$216	\$6	3.00%	\$222	\$6	3.00%	\$230	\$8	3.49%
Full Meal Plan	\$385		0.00%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	3.00%	\$439	\$15	3.50%

MODIFIED PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY															
Entrance Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$69,740	\$2,680	4.00%	\$72,530	\$2,790	4.00%	\$75,430	\$2,900	4.00%	\$77,693	\$2,263	3.00%	\$80,024	\$2,331	3.00%
Buckingham/Glencarlyn - 1 Bedroom	\$106,930	\$4,110	4.00%	\$111,210	\$4,280	4.00%	\$115,660	\$4,450	4.00%	\$119,130	\$3,470	3.00%	\$122,704	\$3,574	3.00%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$131,030	\$5,040	4.00%	\$136,270	\$5,240	4.00%	\$141,720	\$5,450	4.00%	\$145,972	\$4,252	3.00%	\$150,351	\$4,379	3.00%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$137,210	\$5,280	4.00%	\$142,700	\$5,490	4.00%	\$148,410	\$5,710	4.00%	\$152,862	\$4,452	3.00%	\$157,448	\$4,586	3.00%
McLean/Barcroft - 1 Bedroom, Den	\$171,110	\$6,580	4.00%	\$177,950	\$6,840	4.00%	\$185,070	\$7,120	4.00%	\$194,324	\$9,254	5.00%	\$205,983	\$11,659	6.00%
Hillcrest /Claremont- 1 Bedroom, Den	\$175,570	\$6,750	4.00%	\$182,590	\$7,020	4.00%	\$189,890	\$7,300	4.00%	\$199,385	\$9,495	5.00%	\$211,348	\$11,963	6.00%
Arlingtonian - 2 Bedroom, Den	\$208,070	\$8,000	4.00%	\$216,390	\$8,320	4.00%	\$225,050	\$8,660	4.00%	\$236,303	\$11,253	5.00%	\$250,481	\$14,178	6.00%
Skyline - 3 Bedroom, Den	\$254,430	\$9,790	4.00%	\$264,610	\$10,180	4.00%	\$275,190	\$10,580	4.00%	\$291,701	\$16,511	6.00%	\$312,120	\$20,419	7.00%
Waverly - 1 Bedroom, Den - New Unit type	\$197,870	\$7,610	4.00%	\$205,780	\$7,910	4.00%	\$214,010	\$8,230	4.00%	\$224,711	\$10,701	5.00%	\$238,193	\$13,483	6.00%
Second Person Entrance Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,127	\$3,369	4.76%	\$78,080	\$3,953	5.33%

MODIFIED PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY															
Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$3,904	\$114	3.01%	\$4,052	\$148	3.80%	\$4,206	\$154	3.80%	\$4,364	\$158	3.75%	\$4,517	\$153	3.50%
Buckingham/Glencarlyn - 1 Bedroom	\$4,954	\$144	2.99%	\$5,142	\$188	3.80%	\$5,338	\$195	3.80%	\$5,538	\$200	3.75%	\$5,731	\$193	3.49%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$5,864	\$171	3.00%	\$6,087	\$223	3.80%	\$6,318	\$231	3.80%	\$6,555	\$237	3.75%	\$6,784	\$229	3.50%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$6,075	\$177	3.00%	\$6,306	\$231	3.80%	\$6,546	\$240	3.80%	\$6,791	\$246	3.75%	\$7,029	\$238	3.50%
McLean/Barcroft - 1 Bedroom, Den	\$6,272	\$183	3.01%	\$6,510	\$238	3.80%	\$6,758	\$247	3.80%	\$7,011	\$253	3.75%	\$7,255	\$244	3.48%
Hillcrest /Claremont- 1 Bedroom, Den	\$6,565	\$191	3.00%	\$6,815	\$250	3.80%	\$7,074	\$259	3.80%	\$7,339	\$265	3.75%	\$7,595	\$256	3.49%
Arlingtonian - 2 Bedroom, Den	\$7,140	\$208	3.00%	\$7,411	\$271	3.80%	\$7,693	\$282	3.80%	\$7,981	\$289	3.75%	\$8,260	\$279	3.49%
Skyline - 3 Bedroom, Den	\$7,911	\$230	2.99%	\$8,212	\$301	3.80%	\$8,524	\$312	3.80%	\$8,843	\$320	3.75%	\$9,154	\$311	3.51%
Waverly - 1 Bedroom, Den - New Unit type	\$6,934	\$202	3.00%	\$7,198	\$264	3.80%	\$7,471	\$274	3.80%	\$7,751	\$280	3.75%	\$8,021	\$270	3.48%
Second Person	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.80%	\$216	\$6	3.00%	\$222	\$6	3.00%	\$230	\$8	3.49%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	3.00%	\$439	\$15	3.50%

50% REFUNDABLE PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY															
Entrance Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$192,330	\$7,400	4.00%	\$200,020	\$7,690	4.00%	\$208,020	\$8,000	4.00%	\$214,261	\$6,241	3.00%	\$220,688	\$6,428	3.00%
Buckingham/Glencarlyn - 1 Bedroom	\$290,410	\$11,170	4.00%	\$302,030	\$11,620	4.00%	\$314,110	\$12,080	4.00%	\$323,533	\$9,423	3.00%	\$333,239	\$9,706	3.00%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$353,780	\$13,610	4.00%	\$367,930	\$14,150	4.00%	\$382,650	\$14,720	4.00%	\$394,130	\$11,480	3.00%	\$405,953	\$11,824	3.00%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$372,440	\$14,320	4.00%	\$387,340	\$14,900	4.00%	\$402,830	\$15,490	4.00%	\$414,915	\$12,085	3.00%	\$427,362	\$12,447	3.00%
McLean/Barcroft - 1 Bedroom, Den	\$466,000	\$17,920	4.00%	\$484,640	\$18,640	4.00%	\$504,030	\$19,390	4.00%	\$529,232	\$25,202	5.00%	\$560,985	\$31,754	6.00%
Hillcrest /Claremont- 1 Bedroom, Den	\$479,940	\$18,460	4.00%	\$499,140	\$19,200	4.00%	\$519,110	\$19,970	4.00%	\$545,066	\$25,956	5.00%	\$577,769	\$32,704	6.00%
Arlingtonian - 2 Bedroom, Den	\$570,350	\$21,940	4.00%	\$593,160	\$22,810	4.00%	\$616,890	\$23,730	4.00%	\$647,735	\$30,845	5.00%	\$686,599	\$38,864	6.00%
Skyline - 3 Bedroom, Den	\$696,900	\$26,800	4.00%	\$724,780	\$27,880	4.00%	\$753,770	\$28,990	4.00%	\$798,996	\$45,226	6.00%	\$854,926	\$55,930	7.00%
Waverly - 1 Bedroom, Den - New Unit type	\$542,130	\$20,850	4.00%	\$563,820	\$21,690	4.00%	\$586,370	\$22,550	4.00%	\$615,689	\$29,319	5.00%	\$652,630	\$36,941	6.00%
Second Person Entrance Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,127	\$3,369	4.76%	\$78,080	\$3,953	5.33%

50% REFUNDABLE PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY															
Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$2,709	\$79	3.00%	\$2,812	\$103	3.80%	\$2,919	\$107	3.80%	\$3,028	\$110	3.75%	\$3,134	\$106	3.50%
Buckingham/Glencarlyn - 1 Bedroom	\$3,148	\$92	3.01%	\$3,268	\$120	3.80%	\$3,392	\$124	3.80%	\$3,519	\$127	3.75%	\$3,642	\$123	3.50%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$3,628	\$106	3.01%	\$3,766	\$138	3.80%	\$3,909	\$143	3.80%	\$4,056	\$147	3.75%	\$4,198	\$142	3.50%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$3,732	\$109	3.01%	\$3,874	\$142	3.80%	\$4,021	\$147	3.80%	\$4,172	\$151	3.75%	\$4,318	\$146	3.50%
McLean/Barcroft - 1 Bedroom, Den	\$4,400	\$128	3.00%	\$4,567	\$167	3.80%	\$4,741	\$174	3.80%	\$4,919	\$178	3.75%	\$5,091	\$172	3.50%
Hillcrest /Claremont- 1 Bedroom, Den	\$4,413	\$129	3.01%	\$4,581	\$168	3.80%	\$4,755	\$174	3.80%	\$4,933	\$178	3.75%	\$5,106	\$173	3.50%
Arlingtonian - 2 Bedroom, Den	\$4,762	\$139	3.01%	\$4,943	\$181	3.80%	\$5,131	\$188	3.80%	\$5,323	\$192	3.75%	\$5,509	\$186	3.49%
Skyline - 3 Bedroom, Den	\$5,599	\$163	3.00%	\$5,812	\$213	3.80%	\$6,033	\$221	3.80%	\$6,259	\$226	3.75%	\$6,478	\$219	3.50%
Waverly - 1 Bedroom, Den - New Unit type	\$4,624	\$135	3.01%	\$4,800	\$176	3.80%	\$4,982	\$182	3.80%	\$5,169	\$187	3.75%	\$5,350	\$181	3.50%
Second Person	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.80%	\$216	\$6	3.00%	\$222	\$6	3.00%	\$230	\$8	3.49%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	3.00%	\$439	\$15	3.50%

LONG-TERM CARE INSURANCE OPTION RATE SCHEDULE AND FIVE-YEAR HISTORY Entrance Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studic	\$94,490	\$3,630	4.00%	\$98,270	\$3,780	4.00%	\$102,200	\$3,930	4.00%	\$105,266	\$3,066	3.00%	\$108,424	\$3,158	3.00%
Buckingham/Glencarly - 1 Bedroom	\$148,430	\$5,710	4.00%	\$154,370	\$5,940	4.00%	\$160,540	\$6,170	4.00%	\$165,356	\$4,816	3.00%	\$170,317	\$4,961	3.00%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$180,850	\$6,960	4.00%	\$188,080	\$7,230	4.00%	\$195,600	\$7,520	4.00%	\$201,468	\$5,868	3.00%	\$207,512	\$6,044	3.00%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$190,250	\$7,320	4.00%	\$197,860	\$7,610	4.00%	\$205,770	\$7,910	4.00%	\$211,943	\$6,173	3.00%	\$218,301	\$6,358	3.00%
McLean/Barcroft - 1 Bedroom, Den	\$237,860	\$9,150	4.00%	\$247,370	\$9,510	4.00%	\$257,260	\$9,890	4.00%	\$270,123	\$12,863	5.00%	\$286,330	\$16,207	6.00%
Hillcrest /Claremont- 1 Bedroom, Den	\$245,740	\$9,450	4.00%	\$255,570	\$9,830	4.00%	\$265,790	\$10,220	4.00%	\$279,080	\$13,290	5.00%	\$295,824	\$16,745	6.00%
Arlingtonian - 2 Bedroom, Den	\$291,760	\$11,220	4.00%	\$303,430	\$11,670	4.00%	\$315,570	\$12,140	4.00%	\$331,349	\$15,779	5.00%	\$351,229	\$19,881	6.00%
Skyline - 3 Bedroom, Den	\$356,140	\$13,700	4.00%	\$370,390	\$14,250	4.00%	\$385,210	\$14,820	4.00%	\$408,323	\$23,113	6.00%	\$436,905	\$28,583	7.00%
Waverly - 1 Bedroom, Den - New Unit type	\$277,000	\$10,650	4.00%	\$288,080	\$11,080	4.00%	\$299,600	\$11,520	4.00%	\$314,580	\$14,980	5.00%	\$333,455	\$18,875	6.00%
Second Person Entrance Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,127	\$3,369	4.76%	\$78,080	\$3,953	5.33%

LONG-TERM CARE INSURANCE OPTION RATE SCHEDULE AND FIVE-YEAR HISTORY Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Annandale - Studio	\$2,709	\$79	3.00%	\$2,812	\$103	3.80%	\$2,919	\$107	3.80%	\$3,028	\$110	3.75%	\$3,134	\$106	3.50%
Buckingham/Glencarlyn - 1 Bedroom	\$3,148	\$92	3.01%	\$3,268	\$120	3.80%	\$3,392	\$124	3.80%	\$3,519	\$127	3.75%	\$3,642	\$123	3.50%
Ballston/Bluemont - 1 Bedroom, 1-1/2 Bath:	\$3,628	\$106	3.01%	\$3,766	\$138	3.80%	\$3,909	\$143	3.80%	\$4,056	\$147	3.75%	\$4,198	\$142	3.50%
Clarendon/Yorktowne - 1 Bedroom, 1-1/2 Bath:	\$3,732	\$109	3.01%	\$3,874	\$142	3.80%	\$4,021	\$147	3.80%	\$4,172	\$151	3.75%	\$4,318	\$146	3.50%
McLean/Barcroft - 1 Bedroom, Den	\$4,400	\$128	3.00%	\$4,567	\$167	3.80%	\$4,741	\$174	3.80%	\$4,919	\$178	3.75%	\$5,091	\$172	3.50%
Hillcrest /Claremont- 1 Bedroom, Den	\$4,413	\$129	3.01%	\$4,581	\$168	3.80%	\$4,755	\$174	3.80%	\$4,933	\$178	3.75%	\$5,106	\$173	3.50%
Arlingtonian - 2 Bedroom, Den	\$4,762	\$139	3.01%	\$4,943	\$181	3.80%	\$5,131	\$188	3.80%	\$5,323	\$192	3.75%	\$5,509	\$186	3.49%
Skyline - 3 Bedroom, Den	\$5,599	\$163	3.00%	\$5,812	\$213	3.80%	\$6,033	\$221	3.80%	\$6,259	\$226	3.75%	\$6,478	\$219	3.50%
Waverly - 1 Bedroom, Den - New Unit type	\$4,624	\$135	3.01%	\$4,800	\$176	3.80%	\$4,982	\$182	3.80%	\$5,169	\$187	3.75%	\$5,350	\$181	3.50%
Second Person	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.80%	\$216	\$6	3.00%	\$222	\$6	3.00%	\$230	\$8	3.49%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	3.00%	\$439	\$15	3.50%

ASSISTED LIVING LIFE CARE OPTION RATE SCHEDULE AND FIVE-YEAR HISTORY
Entrance Fees

Plan Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Standard Plan - Studio:	\$280,750	\$10,800	4.00%	\$291,980	\$11,230	4.00%	\$303,660	\$11,680	4.00%	\$312,770	\$9,110	3.00%	\$322,153	\$9,383	3.00%
Standard Plan - 1 Bedroom	\$318,230	\$12,240	4.00%	\$330,960	\$12,730	4.00%	\$344,200	\$13,240	4.00%	\$354,526	\$10,326	3.00%	\$365,162	\$10,636	3.00%
Modified Plan - Studio:	\$140,430	\$5,400	4.00%	\$146,050	\$5,620	4.00%	\$151,890	\$5,840	4.00%	\$156,447	\$4,557	3.00%	\$161,140	\$4,693	3.00%
Standard Plan - 1 Bedroom	\$159,130	\$6,120	4.00%	\$165,500	\$6,370	4.00%	\$172,120	\$6,620	4.00%	\$177,284	\$5,164	3.00%	\$182,603	\$5,319	3.00%
Second Person	\$60,360	\$2,323	4.00%	\$62,770	\$2,410	3.99%	\$65,280	\$2,510	4.00%	\$67,238	\$1,958	3.00%	\$69,255	\$2,017	3.00%

ASSISTED LIVING LIFE CARE OPTION RATE SCHEDULE AND FIVE-YEAR HISTORY															
Monthly Service Fees															
Plan Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Standard Plan - Studio:	\$4,042	\$118	3.01%	\$4,196	\$154	3.80%	\$4,355	\$159	3.80%	\$4,518	\$163	3.74%	\$4,676	\$158	3.50%
Standard Plan - 1 Bedroom	\$4,572	\$133	3.00%	\$4,746	\$174	3.80%	\$4,926	\$180	3.80%	\$5,111	\$185	3.76%	\$5,290	\$179	3.50%
Modified Plan - Studio:	\$6,168	\$180	3.01%	\$6,402	\$234	3.80%	\$6,646	\$243	3.80%	\$6,894	\$248	3.74%	\$7,135	\$241	3.50%
Modified Plan - 1 Bedroom:	\$6,962	\$202	2.99%	\$7,227	\$265	3.80%	\$7,501	\$275	3.80%	\$7,783	\$282	3.76%	\$8,055	\$272	3.49%
Second Person	\$3,369	\$98	3.00%	\$3,497	\$128	3.80%	\$3,630	\$133	3.80%	\$3,766	\$136	3.75%	\$3,898	\$132	3.51%

**ASSISTED LIVING NON-LIFE CARE OPTION
RATE SCHEDULE AND FIVE-YEAR HISTORY
Monthly Service Fees**

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase \$	%	Amount	Increase \$	%	Amount	Increase \$	%	Amount	Increase \$	%	Amount	Increase \$	%
Studio	\$7,279	\$280	4.00%	\$7,556	\$277	3.80%	\$7,843	\$287	3.80%	\$8,137	\$294	3.75%	\$8,503	\$366	4.50%
One Bedroom	\$9,487	\$365	4.00%	\$9,848	\$361	3.80%	\$10,222	\$374	3.80%	\$10,605	\$383	3.75%	\$11,082	\$477	4.50%
Second Person	\$3,656	\$141	4.01%	\$3,795	\$139	3.80%	\$3,939	\$144	3.80%	\$4,087	\$148	3.75%	\$4,271	\$184	4.50%

HEALTH CARE UNIT RATE SCHEDULE AND FIVE-YEAR HISTORY Per Diem Rates																				
Unit Type	December 1, 2018				December 1, 2019				December 1, 2020				December 1, 2021				December 1, 2022			
	Amount	Increase			Amount	Increase			Amount	Increase			Amount	Increase			Amount	Increase		
		\$	%			\$	%			\$	%			\$	%			\$	%	
Private Skilled Care		\$531	\$20	3.91%		\$552	\$21	3.99%		\$574	\$22	4.00%		\$597	\$23	4.00%		\$624	\$27	4.50%
Semi-private Skilled Care	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Shared Private -Skilled		\$506	\$19	3.90%		\$526	\$20	3.99%		\$547	\$21	3.99%		\$569	\$22	4.00%		\$594	\$25	4.38%
Deluxe Private-Skilled		\$560	\$22	4.09%		\$582	\$22	3.93%		\$605	\$23	4.00%		\$630	\$24	4.00%		\$658	\$28	4.50%
Private Nursing Care		\$478	\$18	3.91%		\$497	\$19	4.00%		\$517	\$20	4.00%		\$538	\$21	4.00%		\$562	\$24	4.50%
Semi-private Nursing Care	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Shared Private Nursing Care		\$457	\$18	4.10%		\$475	\$18	4.00%		\$494	\$19	4.00%		\$514	\$20	4.01%		\$537	\$23	4.49%
Deluxe Private Nursing Care		\$508	\$20	4.10%		\$528	\$20	4.00%		\$549	\$21	3.99%		\$571	\$22	4.00%		\$597	\$26	4.50%

TYPE C - FEE-FOR-SERVICE STANDARD PLAN RATE SCHEDULE Entrance Fees (90% Refundable)															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Increase			Increase			Increase			Increase			Increase		
	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%
The Crossroads															
Annandale - Studio	\$140,290	\$5,400	4.00%	\$145,900	\$5,610	4.00%	\$151,740	\$5,840	4.00%	\$156,292	\$4,552	3.00%	\$160,981	\$4,689	3.00%
Buckingham/Glencarlyn - 1 Bedroom	\$212,190	\$8,160	4.00%	\$220,680	\$8,490	4.00%	\$229,510	\$8,830	4.00%	\$236,395	\$6,885	3.00%	\$243,487	\$7,092	3.00%
Ballston/Buемont - 1 Bedroom, 1-1/2 Baths	\$258,370	\$9,940	4.00%	\$268,700	\$10,330	4.00%	\$279,450	\$10,750	4.00%	\$287,834	\$8,384	3.00%	\$296,469	\$8,635	3.00%
Clarendon/Yorkowne - 1 Bedroom, 1-1/2 Baths	\$271,760	\$10,450	4.00%	\$282,630	\$10,870	4.00%	\$293,940	\$11,310	4.00%	\$302,758	\$8,818	3.00%	\$311,841	\$9,083	3.00%
McLean/Barcroft - 1 Bedroom, Den	\$340,380	\$13,090	4.00%	\$354,000	\$13,620	4.00%	\$368,160	\$14,160	4.00%	\$386,568	\$18,408	5.00%	\$409,762	\$23,194	6.00%
Claremont - 1 Bedroom, Den	\$350,230	\$13,470	4.00%	\$364,240	\$14,010	4.00%	\$378,810	\$14,570	4.00%	\$397,751	\$18,941	5.00%	\$421,616	\$23,865	6.00%
Arlingtonian - 2 Bedroom, Den	\$416,210	\$16,010	4.00%	\$432,860	\$16,650	4.00%	\$450,170	\$17,310	4.00%	\$472,679	\$22,509	5.00%	\$501,039	\$28,361	6.00%
Skyline - 3 Bedroom, Den	\$508,860	\$19,570	4.00%	\$529,210	\$20,350	4.00%	\$550,380	\$21,170	4.00%	\$583,403	\$33,023	6.00%	\$624,241	\$40,838	7.00%
Waverly - 1 Bedroom, Den - New Unit type	\$395,730	\$15,220	4.00%	\$411,560	\$15,830	4.00%	\$428,020	\$16,460	4.00%	\$449,421	\$21,401	5.00%	\$476,386	\$26,965	6.00%
Ashton-1 Bedroom Den	\$434,690	\$16,720	4.00%	\$452,080	\$17,390	4.00%	\$470,160	\$18,080	4.00%	\$493,668	\$23,508	5.00%	\$523,288	\$29,620	6.00%
Glendale- Two BR	\$502,030	\$19,310	4.00%	\$522,110	\$20,080	4.00%	\$542,990	\$20,880	4.00%	\$575,569	\$32,579	6.00%	\$615,859	\$40,290	7.00%
Brenmar- Two BR	\$450,240	\$17,320	4.00%	\$468,250	\$18,010	4.00%	\$486,980	\$18,730	4.00%	\$511,329	\$24,349	5.00%	\$542,009	\$30,680	6.00%
Burke- Two BR	\$502,290	\$19,320	4.00%	\$522,380	\$20,090	4.00%	\$543,280	\$20,900	4.00%	\$575,877	\$32,597	6.00%	\$616,188	\$40,311	7.00%
Columbia- Two BR Den	\$554,100	\$21,310	4.00%	\$576,260	\$22,160	4.00%	\$599,310	\$23,050	4.00%	\$635,269	\$35,959	6.00%	\$679,737	\$44,469	7.00%
Langley- Two BR Den	\$566,100	\$21,770	4.00%	\$588,740	\$22,640	4.00%	\$612,290	\$23,550	4.00%	\$649,027	\$36,737	6.00%	\$694,459	\$45,432	7.00%
Rosslyn-Two BR	\$603,630	\$23,220	4.00%	\$627,780	\$24,150	4.00%	\$652,890	\$25,110	4.00%	\$692,063	\$39,173	6.00%	\$740,508	\$48,444	7.00%
Glebe- Two BR 1/2 Bath	\$618,180	\$23,780	4.00%	\$642,910	\$24,730	4.00%	\$668,630	\$25,720	4.00%	\$708,748	\$40,118	6.00%	\$758,360	\$49,612	7.00%
Foxcroft- Two BR 1/2 Bath	\$618,180	\$23,780	4.00%	\$642,910	\$24,730	4.00%	\$668,630	\$25,720	4.00%	\$708,748	\$40,118	6.00%	\$758,360	\$49,612	7.00%
Radnor- Two BR Den	\$681,970	\$26,230	4.00%	\$709,250	\$27,280	4.00%	\$737,620	\$28,370	4.00%	\$781,877	\$44,257	6.00%	\$836,609	\$54,731	7.00%
Highland- Two BR Den	\$681,970	\$26,230	4.00%	\$709,250	\$27,280	4.00%	\$737,620	\$28,370	4.00%	\$781,877	\$44,257	6.00%	\$836,609	\$54,731	7.00%
Woodmont- Two BR Den	\$770,570	\$29,640	4.00%	\$801,390	\$30,820	4.00%	\$833,450	\$32,060	4.00%	\$883,457	\$50,007	6.00%	\$945,299	\$61,842	7.00%
Westover- Two BR Den	\$770,570	\$29,640	4.00%	\$801,390	\$30,820	4.00%	\$833,450	\$32,060	4.00%	\$883,457	\$50,007	6.00%	\$945,299	\$61,842	7.00%
Stratford- Two BR Den	\$803,050	\$30,890	4.00%	\$835,170	\$32,120	4.00%	\$868,580	\$33,410	4.00%	\$920,695	\$52,115	6.00%	\$985,143	\$64,448	7.00%
Shirlington- Two BR Den	\$803,050	\$30,890	4.00%	\$835,170	\$32,120	4.00%	\$868,580	\$33,410	4.00%	\$920,695	\$52,115	6.00%	\$985,143	\$64,448	7.00%
MacArthur- Two BR Den	\$917,640	\$35,290	4.00%	\$954,350	\$36,710	4.00%	\$992,520	\$38,170	4.00%	#####	\$59,551	6.00%	#####	\$73,645	7.00%
Madrillon-Two BR Den	\$917,640	\$35,290	4.00%	\$954,350	\$36,710	4.00%	\$992,520	\$38,170	4.00%	#####	\$59,551	6.00%	#####	\$73,645	7.00%
Second Person Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,127	\$3,369	4.76%	\$78,080	\$3,953	5.33%

TYPE C - FEE-FOR-SERVICE STANDARD PLAN RATE SCHEDULE Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Monthly Fee Amount	Increase		Monthly Fee Amount	Increase		Monthly Fee Amount	Increase		Monthly Fee Amount	Increase		Monthly Fee Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
The Crossroads															
Annandale - Studio	\$2,709	\$79	3.00%	\$2,812	\$103	3.80%	\$2,919	\$107	3.80%	\$3,028	\$110	3.75%	\$3,134	\$106	3.50%
Buckingham/Glencarlyn - 1 Bedroom	\$3,148	\$92	3.01%	\$3,268	\$120	3.80%	\$3,392	\$124	3.80%	\$3,519	\$127	3.75%	\$3,642	\$123	3.50%
Ballston/Buement - 1 Bedroom, 1-1/2 Baths	\$3,628	\$106	3.01%	\$3,766	\$138	3.80%	\$3,909	\$143	3.80%	\$4,056	\$147	3.75%	\$4,198	\$142	3.50%
Clarendon/Yorkowne - 1 Bedroom, 1-1/2 Baths	\$3,732	\$109	3.01%	\$3,874	\$142	3.80%	\$4,021	\$147	3.80%	\$4,172	\$151	3.75%	\$4,318	\$146	3.50%
McLean/Barcroft - 1 Bedroom, Den	\$4,400	\$128	3.00%	\$4,567	\$167	3.80%	\$4,741	\$174	3.80%	\$4,919	\$178	3.75%	\$5,091	\$172	3.50%
Claremont - 1 Bedroom, Den	\$4,413	\$129	3.01%	\$4,581	\$168	3.80%	\$4,755	\$174	3.80%	\$4,933	\$178	3.75%	\$5,106	\$173	3.50%
Arlingtonian - 2 Bedroom, Den	\$4,762	\$139	3.01%	\$4,943	\$181	3.80%	\$5,131	\$188	3.80%	\$5,323	\$192	3.75%	\$5,509	\$186	3.49%
Skyline - 3 Bedroom, Den	\$5,599	\$163	3.00%	\$5,812	\$213	3.80%	\$6,033	\$221	3.80%	\$6,259	\$226	3.75%	\$6,478	\$219	3.50%
Waverly - 1 Bedroom, Den - New Unit type	\$4,624	\$135	3.01%	\$4,800	\$176	3.80%	\$4,982	\$182	3.80%	\$5,169	\$187	3.75%	\$5,350	\$181	3.50%
Ashton-1 Bedroom Den	\$4,645	\$135	2.99%	\$4,822	\$177	3.80%	\$5,005	\$183	3.80%	\$5,192	\$188	3.75%	\$5,375	\$183	3.52%
Glendale- Two BR	\$5,186	\$151	3.00%	\$5,383	\$197	3.80%	\$5,588	\$205	3.80%	\$5,797	\$210	3.75%	\$6,001	\$204	3.52%
Brenmar- Two BR	\$4,841	\$141	3.00%	\$5,025	\$184	3.80%	\$5,216	\$191	3.80%	\$5,412	\$196	3.75%	\$5,601	\$189	3.50%
Burke- Two BR	\$5,195	\$151	2.99%	\$5,392	\$197	3.80%	\$5,597	\$205	3.80%	\$5,807	\$210	3.75%	\$6,010	\$203	3.49%
Columbia- Two BR Den	\$5,368	\$156	2.99%	\$5,572	\$204	3.80%	\$5,784	\$212	3.80%	\$6,001	\$217	3.75%	\$6,211	\$210	3.50%
Langley- Two BR Den	\$5,566	\$162	3.00%	\$5,778	\$212	3.80%	\$5,997	\$220	3.80%	\$6,222	\$225	3.75%	\$6,441	\$219	3.52%
Rosslyn-Two BR	\$5,678	\$165	2.99%	\$5,894	\$216	3.80%	\$6,118	\$224	3.80%	\$6,347	\$229	3.75%	\$6,569	\$222	3.50%
Glebe- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Foxcroft- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Radnor- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Highland- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Woodmont- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Westover- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Stratford- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
Shirlington- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
MacArthur- Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Madrillon-Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Second Person Fee	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,149	\$79	3.80%	\$2,223	\$75	3.47%

**THE POINTE RATE SCHEDULE
STANDARD PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY
Entrance Fees**

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Ashton-1 Bedroom Den	\$434,690	\$16,720	4.00%	\$452,080	\$17,390	4.00%	\$470,160	\$18,080	4.00%	\$493,668	\$23,508	5.00%	\$523,288	\$29,620	6.00%
Brenmar- Two BR	\$450,240	\$17,320	4.00%	\$468,250	\$18,010	4.00%	\$486,980	\$18,730	4.00%	\$511,329	\$24,349	5.00%	\$542,009	\$30,680	6.00%
Glendale- Two BR	\$502,030	\$19,310	4.00%	\$522,110	\$20,080	4.00%	\$542,990	\$20,880	4.00%	\$575,569	\$32,579	6.00%	\$615,859	\$40,290	7.00%
Burke- Two BR	\$502,290	\$19,320	4.00%	\$522,380	\$20,090	4.00%	\$543,280	\$20,900	4.00%	\$575,877	\$32,597	6.00%	\$616,188	\$40,311	7.00%
Columbia- Two BR Den	\$554,100	\$21,310	4.00%	\$576,260	\$22,160	4.00%	\$599,310	\$23,050	4.00%	\$635,269	\$35,959	6.00%	\$679,737	\$44,469	7.00%
Langley- Two BR Den	\$566,100	\$21,770	4.00%	\$588,740	\$22,640	4.00%	\$612,290	\$23,550	4.00%	\$649,027	\$36,737	6.00%	\$694,459	\$45,432	7.00%
Rosslyn-Two BR	\$603,630	\$23,220	4.00%	\$627,780	\$24,150	4.00%	\$652,890	\$25,110	4.00%	\$692,063	\$39,173	6.00%	\$740,508	\$48,444	7.00%
Glebe- Two BR 1/2 Bath	\$618,180	\$23,780	4.00%	\$642,910	\$24,730	4.00%	\$668,630	\$25,720	4.00%	\$708,748	\$40,118	6.00%	\$758,360	\$49,612	7.00%
Foxcroft- Two BR 1/2 Bath	\$618,180	\$23,780	4.00%	\$642,910	\$24,730	4.00%	\$668,630	\$25,720	4.00%	\$708,748	\$40,118	6.00%	\$758,360	\$49,612	7.00%
Radnor- Two BR Den	\$681,970	\$26,230	4.00%	\$709,250	\$27,280	4.00%	\$737,620	\$28,370	4.00%	\$781,877	\$44,257	6.00%	\$836,609	\$54,731	7.00%
Highland- Two BR Den	\$681,970	\$26,230	4.00%	\$709,250	\$27,280	4.00%	\$737,620	\$28,370	4.00%	\$781,877	\$44,257	6.00%	\$836,609	\$54,731	7.00%
Woodmont- Two BR Den	\$770,570	\$29,640	4.00%	\$801,390	\$30,820	4.00%	\$833,450	\$32,060	4.00%	\$883,457	\$50,007	6.00%	\$945,299	\$61,842	7.00%
Westover- Two BR Den	\$770,570	\$29,640	4.00%	\$801,390	\$30,820	4.00%	\$833,450	\$32,060	4.00%	\$883,457	\$50,007	6.00%	\$945,299	\$61,842	7.00%
Stratford- Two BR Den	\$803,050	\$30,890	4.00%	\$835,170	\$32,120	4.00%	\$868,580	\$33,410	4.00%	\$920,695	\$52,115	6.00%	\$985,143	\$64,449	7.00%
Shirlington- Two BR Den	\$803,050	\$30,890	4.00%	\$835,170	\$32,120	4.00%	\$868,580	\$33,410	4.00%	\$920,695	\$52,115	6.00%	\$985,143	\$64,449	7.00%
MacArthur- Two BR Den	\$917,640	\$35,290	4.00%	\$954,350	\$36,710	4.00%	\$992,520	\$38,170	4.00%	\$1,052,071	\$59,551	6.00%	\$1,125,716	\$73,645	7.00%
Madrillon-Two BR Den	\$917,640	\$35,290	4.00%	\$954,350	\$36,710	4.00%	\$992,520	\$38,170	4.00%	\$1,052,071	\$59,551	6.00%	\$1,125,716	\$73,645	7.00%
Second Person Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,126	\$3,368	4.76%	\$78,079	\$3,953	5.33%

**THE POINT RATE SCHEDULE
STANDARD PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY
Monthly Service Fees**

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Ashton-1 Bedroom Den	\$4,645	\$135	2.99%	\$4,822	\$177	3.80%	\$5,005	\$183	3.80%	\$5,192	\$188	3.75%	\$5,375	\$183	3.52%
Brenmar- Two BR	\$4,841	\$141	3.00%	\$5,025	\$184	3.80%	\$5,216	\$191	3.80%	\$5,412	\$196	3.75%	\$5,601	\$189	3.50%
Glendale- Two BR	\$5,186	\$151	3.00%	\$5,383	\$197	3.80%	\$5,588	\$205	3.80%	\$5,797	\$210	3.75%	\$6,000	\$203	3.50%
Burke- Two BR	\$5,195	\$151	2.99%	\$5,392	\$197	3.80%	\$5,597	\$205	3.80%	\$5,807	\$210	3.75%	\$6,010	\$203	3.49%
Columbia- Two BR Den	\$5,368	\$156	2.99%	\$5,572	\$204	3.80%	\$5,784	\$212	3.80%	\$6,001	\$217	3.75%	\$6,211	\$210	3.50%
Langley- Two BR Den	\$5,566	\$162	3.00%	\$5,778	\$212	3.80%	\$5,997	\$220	3.80%	\$6,222	\$225	3.75%	\$6,441	\$219	3.52%
Rosslyn-Two BR	\$5,678	\$165	2.99%	\$5,894	\$216	3.80%	\$6,118	\$224	3.80%	\$6,347	\$229	3.75%	\$6,569	\$222	3.50%
Glebe- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Foxcroft- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Radnor- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Highland- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Woodmont- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Westover- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Stratford- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
Shirlington- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
MacArthur- Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Madrillon-Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Second Person	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.81%	\$216	\$6	3.00%	\$222	\$6	2.78%	\$230	\$8	3.50%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	2.99%	\$439	\$15	3.52%

**THE POINTE RATE SCHEDULE
MODIFIED PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY
Entrance Fees**

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Increase			Increase			Increase			Increase			Increase		
	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%
Ashton-1 Bedroom Den	\$218,600	\$8,410	4.00%	\$227,340	\$8,740	4.00%	\$236,430	\$9,090	4.00%	\$248,252	\$11,822	5.00%	\$263,147	\$14,895	6.00%
Brenmar- Two BR	\$231,880	\$8,920	4.00%	\$241,160	\$9,280	4.00%	\$250,810	\$9,650	4.00%	\$263,351	\$12,541	5.00%	\$279,152	\$15,801	6.00%
Glendale- Two BR	\$256,080	\$9,850	4.00%	\$266,320	\$10,240	4.00%	\$276,970	\$10,650	4.00%	\$293,588	\$16,618	6.00%	\$314,139	\$20,551	7.00%
Burke- Two BR	\$258,960	\$9,960	4.00%	\$269,320	\$10,360	4.00%	\$280,090	\$10,770	4.00%	\$296,895	\$16,805	6.00%	\$317,678	\$20,783	7.00%
Columbia- Two BR Den	\$282,110	\$10,850	4.00%	\$293,390	\$11,280	4.00%	\$305,130	\$11,740	4.00%	\$323,438	\$18,308	6.00%	\$346,078	\$22,641	7.00%
Langley- Two BR Den	\$284,940	\$10,960	4.00%	\$296,340	\$11,400	4.00%	\$308,190	\$11,850	4.00%	\$326,681	\$18,491	6.00%	\$349,549	\$22,868	7.00%
Rosslyn-Two BR	\$307,510	\$11,830	4.00%	\$319,810	\$12,300	4.00%	\$332,600	\$12,790	4.00%	\$352,556	\$19,956	6.00%	\$377,235	\$24,679	7.00%
Glebe- Two BR 1/2 Bath	\$310,430	\$11,940	4.00%	\$322,850	\$12,420	4.00%	\$335,760	\$12,910	4.00%	\$355,906	\$20,146	6.00%	\$380,819	\$24,913	7.00%
Foxcroft- Two BR 1/2 Bath	\$310,430	\$11,940	4.00%	\$322,850	\$12,420	4.00%	\$335,760	\$12,910	4.00%	\$355,906	\$20,146	6.00%	\$380,819	\$24,913	7.00%
Radnor- Two BR Den	\$341,000	\$13,120	4.00%	\$354,640	\$13,640	4.00%	\$368,830	\$14,190	4.00%	\$390,960	\$22,130	6.00%	\$418,327	\$27,367	7.00%
Highland- Two BR Den	\$341,000	\$13,120	4.00%	\$354,640	\$13,640	4.00%	\$368,830	\$14,190	4.00%	\$390,960	\$22,130	6.00%	\$418,327	\$27,367	7.00%
Woodmont- Two BR Den	\$385,280	\$14,820	4.00%	\$400,690	\$15,410	4.00%	\$416,720	\$16,030	4.00%	\$441,723	\$25,003	6.00%	\$472,644	\$30,921	7.00%
Westover- Two BR Den	\$385,280	\$14,820	4.00%	\$400,690	\$15,410	4.00%	\$416,720	\$16,030	4.00%	\$441,723	\$25,003	6.00%	\$472,644	\$30,921	7.00%
Stratford- Two BR Den	\$401,510	\$15,440	4.00%	\$417,570	\$16,060	4.00%	\$434,270	\$16,700	4.00%	\$460,326	\$26,056	6.00%	\$492,549	\$32,223	7.00%
Shirlington- Two BR Den	\$401,510	\$15,440	4.00%	\$417,570	\$16,060	4.00%	\$434,270	\$16,700	4.00%	\$460,326	\$26,056	6.00%	\$492,549	\$32,223	7.00%
MacArthur- Two BR Den	\$458,810	\$17,650	4.00%	\$477,160	\$18,350	4.00%	\$496,250	\$19,090	4.00%	\$526,025	\$29,775	6.00%	\$562,847	\$36,822	7.00%
Madrillon-Two BR Den	\$458,810	\$17,650	4.00%	\$477,160	\$18,350	4.00%	\$496,250	\$19,090	4.00%	\$526,025	\$29,775	6.00%	\$562,847	\$36,822	7.00%
Second Person Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,126	\$3,368	4.76%	\$78,079	\$3,953	5.33%

THE POINTE RATE SCHEDULE MODIFIED PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Increase			Increase			Increase			Increase			Increase		
	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%
Ashton-1 Bedroom Den	\$6,794	\$198	3.00%	\$7,052	\$258	3.80%	\$7,320	\$268	3.80%	\$7,595	\$275	3.75%	\$7,861	\$266	3.50%
Brenmar- Two BR	\$7,120	\$207	2.99%	\$7,391	\$271	3.80%	\$7,671	\$281	3.80%	\$7,959	\$288	3.75%	\$8,239	\$280	3.52%
Glendale- Two BR	\$7,630	\$222	3.00%	\$7,920	\$290	3.80%	\$8,221	\$301	3.80%	\$8,529	\$308	3.75%	\$8,828	\$299	3.50%
Burke- Two BR	\$7,895	\$230	3.00%	\$8,195	\$300	3.80%	\$8,506	\$311	3.80%	\$8,825	\$319	3.75%	\$9,134	\$309	3.50%
Columbia- Two BR Den	\$8,069	\$235	3.00%	\$8,376	\$307	3.80%	\$8,694	\$318	3.80%	\$9,020	\$326	3.75%	\$9,336	\$316	3.50%
Langley- Two BR Den	\$8,359	\$243	2.99%	\$8,677	\$318	3.80%	\$9,006	\$330	3.80%	\$9,344	\$338	3.75%	\$9,672	\$328	3.51%
Rosslyn-Two BR	\$8,583	\$250	3.00%	\$8,909	\$326	3.80%	\$9,248	\$339	3.80%	\$9,595	\$347	3.75%	\$9,931	\$337	3.51%
Glebe- Two BR 1/2 Bath	\$8,830	\$257	3.00%	\$9,166	\$336	3.80%	\$9,514	\$348	3.80%	\$9,871	\$357	3.75%	\$10,216	\$346	3.50%
Foxcroft- Two BR 1/2 Bath	\$8,830	\$257	3.00%	\$9,166	\$336	3.80%	\$9,514	\$348	3.80%	\$9,871	\$357	3.75%	\$10,216	\$346	3.50%
Radnor- Two BR Den	\$9,478	\$276	3.00%	\$9,838	\$360	3.80%	\$10,212	\$374	3.80%	\$10,595	\$383	3.75%	\$10,966	\$371	3.50%
Highland- Two BR Den	\$9,478	\$276	3.00%	\$9,838	\$360	3.80%	\$10,212	\$374	3.80%	\$10,595	\$383	3.75%	\$10,966	\$371	3.50%
Woodmont- Two BR Den	\$10,913	\$318	3.00%	\$11,328	\$415	3.80%	\$11,758	\$431	3.80%	\$12,199	\$441	3.75%	\$12,626	\$427	3.50%
Westover- Two BR Den	\$10,913	\$318	3.00%	\$11,328	\$415	3.80%	\$11,758	\$431	3.80%	\$12,199	\$441	3.75%	\$12,626	\$427	3.50%
Stratford- Two BR Den	\$11,198	\$326	3.00%	\$11,624	\$426	3.80%	\$12,065	\$442	3.80%	\$12,518	\$452	3.75%	\$12,956	\$438	3.50%
Shirlington- Two BR Den	\$11,198	\$326	3.00%	\$11,624	\$426	3.80%	\$12,065	\$442	3.80%	\$12,518	\$452	3.75%	\$12,956	\$438	3.50%
MacArthur- Two BR Den	\$12,442	\$362	3.00%	\$12,915	\$473	3.80%	\$13,406	\$491	3.80%	\$13,908	\$503	3.75%	\$14,396	\$488	3.51%
Madrillon-Two BR Den	\$12,442	\$362	3.00%	\$12,915	\$473	3.80%	\$13,406	\$491	3.80%	\$13,908	\$503	3.75%	\$14,396	\$488	3.51%
Second Person Fee	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.81%	\$216	\$6	3.00%	\$222	\$6	2.78%	\$230	\$8	3.50%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	2.99%	\$439	\$15	3.52%

THE POINTE RATE SCHEDULE
50% REFUNDABLE PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY
Entrance Fees

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Ashton-1 Bedroom Den	\$594,410	\$22,860	4.00%	\$618,190	\$23,780	4.00%	\$642,920	\$24,730	4.00%	\$675,066	\$32,146	5.00%	\$715,570	\$40,504	6.00%
Brenmar- Two BR	\$615,890	\$23,690	4.00%	\$640,530	\$24,640	4.00%	\$666,150	\$25,620	4.00%	\$699,458	\$33,308	5.00%	\$741,425	\$41,967	6.00%
Glendale- Two BR	\$684,130	\$26,310	4.00%	\$711,500	\$27,370	4.00%	\$739,960	\$28,460	4.00%	\$784,358	\$44,398	6.00%	\$839,263	\$54,905	7.00%
Burke- Two BR	\$687,280	\$26,430	4.00%	\$714,770	\$27,490	4.00%	\$743,360	\$28,590	4.00%	\$787,962	\$44,602	6.00%	\$843,119	\$55,157	7.00%
Columbia- Two BR Den	\$755,520	\$29,060	4.00%	\$785,740	\$30,220	4.00%	\$817,170	\$31,430	4.00%	\$866,200	\$49,030	6.00%	\$926,834	\$60,634	7.00%
Langley- Two BR Den	\$774,100	\$29,770	4.00%	\$805,060	\$30,960	4.00%	\$837,260	\$32,200	4.00%	\$887,496	\$50,236	6.00%	\$949,620	\$62,125	7.00%
Rossllyn-Two BR	\$822,730	\$31,640	4.00%	\$855,640	\$32,910	4.00%	\$889,870	\$34,230	4.00%	\$943,262	\$53,392	6.00%	\$1,009,291	\$66,028	7.00%
Glebe- Two BR 1/2 Bath	\$846,010	\$32,540	4.00%	\$879,850	\$33,840	4.00%	\$915,040	\$35,190	4.00%	\$969,942	\$54,902	6.00%	\$1,037,838	\$67,896	7.00%
Foxcroft- Two BR 1/2 Bath	\$846,010	\$28,540	3.49%	\$879,850	\$33,840	4.00%	\$915,040	\$35,190	4.00%	\$969,942	\$54,902	6.00%	\$1,037,838	\$67,896	7.00%
Radnor- Two BR Den	\$934,330	\$35,940	4.00%	\$971,700	\$37,370	4.00%	\$1,010,570	\$38,870	4.00%	\$1,071,204	\$60,634	6.00%	\$1,146,188	\$74,984	7.00%
Highland- Two BR Den	\$934,330	\$35,940	4.00%	\$971,700	\$37,370	4.00%	\$1,010,570	\$38,870	4.00%	\$1,071,204	\$60,634	6.00%	\$1,146,188	\$74,984	7.00%
Woodmont- Two BR Den	\$1,055,520	\$40,600	4.00%	\$1,097,740	\$42,220	4.00%	\$1,141,650	\$43,910	4.00%	\$1,210,149	\$68,499	6.00%	\$1,294,859	\$84,710	7.00%
Westover- Two BR Den	\$1,055,520	\$40,600	4.00%	\$1,097,740	\$42,220	4.00%	\$1,141,650	\$43,910	4.00%	\$1,210,149	\$68,499	6.00%	\$1,294,859	\$84,710	7.00%
Stratford- Two BR Den	\$1,100,240	\$42,320	4.00%	\$1,144,250	\$44,010	4.00%	\$1,190,020	\$45,770	4.00%	\$1,261,421	\$71,401	6.00%	\$1,349,721	\$88,299	7.00%
Shirlington- Two BR Den	\$1,100,240	\$42,320	4.00%	\$1,144,250	\$44,010	4.00%	\$1,190,020	\$45,770	4.00%	\$1,261,421	\$71,401	6.00%	\$1,349,721	\$88,299	7.00%
MacArthur- Two BR Den	\$1,257,190	\$48,350	4.00%	\$1,307,480	\$50,290	4.00%	\$1,359,780	\$52,300	4.00%	\$1,441,367	\$81,587	6.00%	\$1,542,262	\$100,896	7.00%
Madrillon-Two BR Den	\$1,257,190	\$48,350	4.00%	\$1,307,480	\$50,290	4.00%	\$1,359,780	\$52,300	4.00%	\$1,441,367	\$81,587	6.00%	\$1,542,262	\$100,896	7.00%
Second Person Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,126	\$3,368	4.76%	\$78,079	\$3,953	5.33%

THE POINTE RATE SCHEDULE
50% REFUNDABLE PLAN RATE SCHEDULE AND FIVE-YEAR HISTORY
Monthly Service Fees

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Increase			Increase			Increase			Increase			Increase		
	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%	Amount	\$	%
Ashton-1 Bedroom Den	\$4,645	\$135	2.99%	\$4,822	\$177	3.80%	\$5,005	\$183	3.80%	\$5,192	\$188	3.75%	\$5,375	\$183	3.52%
Brenmar- Two BR	\$4,841	\$141	3.00%	\$5,025	\$184	3.80%	\$5,216	\$191	3.80%	\$5,412	\$196	3.75%	\$5,601	\$189	3.50%
Glendale- Two BR	\$5,186	\$151	3.00%	\$5,383	\$197	3.80%	\$5,588	\$205	3.80%	\$5,797	\$210	3.75%	\$6,001	\$204	3.52%
Burke- Two BR	\$5,195	\$151	2.99%	\$5,392	\$197	3.80%	\$5,597	\$205	3.80%	\$5,807	\$210	3.75%	\$6,010	\$203	3.49%
Columbia- Two BR Den	\$5,368	\$156	2.99%	\$5,572	\$204	3.80%	\$5,784	\$212	3.80%	\$6,001	\$217	3.75%	\$6,211	\$210	3.50%
Langley- Two BR Den	\$5,566	\$162	3.00%	\$5,778	\$212	3.80%	\$5,997	\$220	3.80%	\$6,222	\$225	3.75%	\$6,441	\$219	3.52%
Roslyn-Two BR	\$5,678	\$165	2.99%	\$5,894	\$216	3.80%	\$6,118	\$224	3.80%	\$6,347	\$229	3.75%	\$6,569	\$222	3.50%
Glebe- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Foxcroft- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Radnor- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Highland- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Woodmont- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Westover- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Stratford- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
Shirlington- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
MacArthur- Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Madrillon-Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Second Person Fee	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.81%	\$216	\$6	3.00%	\$222	\$6	2.78%	\$230	\$8	3.50%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	2.99%	\$439	\$15	3.52%

**THE POINTE RATE SCHEDULE
LONG-TERM CARE INSURANCE OPTION PLAN
RATE SCHEDULE AND FIVE-YEAR HISTORY
Entrance Fees**

Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
		\$	%		\$	%		\$	%		\$	%		\$	%
Ashton-1 Bedroom Den	\$305,040	\$11,730	4.00%	\$317,240	\$12,200	4.00%	\$329,930	\$12,690	4.00%	\$346,427	\$16,497	5.00%	\$367,212	\$20,786	6.00%
Brenmar- Two BR	\$315,910	\$12,150	4.00%	\$328,550	\$12,640	4.00%	\$341,690	\$13,140	4.00%	\$358,775	\$17,085	5.00%	\$380,301	\$21,526	6.00%
Glendale- Two BR	\$354,450	\$13,630	4.00%	\$368,630	\$14,180	4.00%	\$383,380	\$14,750	4.00%	\$406,383	\$23,003	6.00%	\$434,830	\$28,447	7.00%
Burke- Two BR	\$352,440	\$13,560	4.00%	\$366,540	\$14,100	4.00%	\$381,200	\$14,660	4.00%	\$404,072	\$22,872	6.00%	\$432,357	\$28,285	7.00%
Columbia- Two BR Den	\$390,980	\$15,040	4.00%	\$406,620	\$15,640	4.00%	\$422,880	\$16,260	4.00%	\$448,253	\$25,373	6.00%	\$479,630	\$31,378	7.00%
Langley- Two BR Den	\$397,430	\$15,290	4.00%	\$413,330	\$15,900	4.00%	\$429,860	\$16,530	4.00%	\$455,652	\$25,792	6.00%	\$487,547	\$31,896	7.00%
Rossllyn-Two BR	\$425,950	\$16,380	4.00%	\$442,990	\$17,040	4.00%	\$460,710	\$17,720	4.00%	\$488,353	\$27,643	6.00%	\$522,537	\$34,185	7.00%
Glebe- Two BR 1/2 Bath	\$434,560	\$16,710	4.00%	\$451,940	\$17,380	4.00%	\$470,020	\$18,080	4.00%	\$498,221	\$28,201	6.00%	\$533,097	\$34,875	7.00%
Foxcroft- Two BR 1/2 Bath	\$434,560	\$16,710	4.00%	\$451,940	\$17,380	4.00%	\$470,020	\$18,080	4.00%	\$498,221	\$28,201	6.00%	\$533,097	\$34,875	7.00%
Radnor- Two BR Den	\$477,390	\$18,360	4.00%	\$496,490	\$19,100	4.00%	\$516,350	\$19,860	4.00%	\$547,331	\$30,981	6.00%	\$585,644	\$38,313	7.00%
Highland- Two BR Den	\$477,390	\$18,360	4.00%	\$496,490	\$19,100	4.00%	\$516,350	\$19,860	4.00%	\$547,331	\$30,981	6.00%	\$585,644	\$38,313	7.00%
Woodmont- Two BR Den	\$539,300	\$20,740	4.00%	\$560,870	\$21,570	4.00%	\$583,300	\$22,430	4.00%	\$618,298	\$34,998	6.00%	\$661,579	\$43,281	7.00%
Westover- Two BR Den	\$539,300	\$20,740	4.00%	\$560,870	\$21,570	4.00%	\$583,300	\$22,430	4.00%	\$618,298	\$34,998	6.00%	\$661,579	\$43,281	7.00%
Stratford- Two BR Den	\$562,180	\$21,620	4.00%	\$584,670	\$22,490	4.00%	\$608,060	\$23,390	4.00%	\$644,544	\$36,484	6.00%	\$689,662	\$45,118	7.00%
Shirlington- Two BR Den	\$562,180	\$21,620	4.00%	\$584,670	\$22,490	4.00%	\$608,060	\$23,390	4.00%	\$644,544	\$36,484	6.00%	\$689,662	\$45,118	7.00%
MacArthur- Two BR Den	\$642,300	\$24,700	4.00%	\$667,990	\$25,690	4.00%	\$694,710	\$26,720	4.00%	\$736,393	\$41,683	6.00%	\$787,940	\$51,547	7.00%
Madrillon-Two BR Den	\$642,300	\$24,700	4.00%	\$667,990	\$25,690	4.00%	\$694,710	\$26,720	4.00%	\$736,393	\$41,683	6.00%	\$787,940	\$51,547	7.00%
Second Person Fee	\$58,037	\$2,232	4.00%	\$68,037	\$10,000	17.23%	\$70,758	\$2,721	4.00%	\$74,126	\$3,368	4.76%	\$78,079	\$3,953	5.33%

THE POINT RATE SCHEDULE															
LONG-TERM CARE INSURANCE OPTION PLAN															
Monthly Service Fees															
Unit Type	November 1, 2018			November 1, 2019			November 1, 2020			November 1, 2021			November 1, 2022		
	Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase		Amount	Increase	
	\$	%	\$	%	%	\$	%	%	\$	%	%	\$	%	%	
Ashton-1 Bedroom Den	\$4,645	\$135	2.99%	\$4,822	\$177	3.80%	\$5,005	\$183	3.80%	\$5,192	\$188	3.75%	\$5,375	\$183	3.52%
Brenmar- Two BR	\$4,841	\$141	3.00%	\$5,025	\$184	3.80%	\$5,216	\$191	3.80%	\$5,412	\$196	3.75%	\$5,601	\$189	3.50%
Glendale- Two BR	\$5,186	\$151	3.00%	\$5,383	\$197	3.80%	\$5,588	\$205	3.80%	\$5,797	\$210	3.75%	\$6,001	\$204	3.52%
Burke- Two BR	\$5,195	\$151	2.99%	\$5,392	\$197	3.80%	\$5,597	\$205	3.80%	\$5,807	\$210	3.75%	\$6,010	\$203	3.49%
Columbia- Two BR Den	\$5,368	\$156	2.99%	\$5,572	\$204	3.80%	\$5,784	\$212	3.80%	\$6,001	\$217	3.75%	\$6,211	\$210	3.50%
Langley- Two BR Den	\$5,566	\$162	3.00%	\$5,778	\$212	3.80%	\$5,997	\$220	3.80%	\$6,222	\$225	3.75%	\$6,441	\$219	3.52%
Rosslyn-Two BR	\$5,678	\$165	2.99%	\$5,894	\$216	3.80%	\$6,118	\$224	3.80%	\$6,347	\$229	3.75%	\$6,569	\$222	3.50%
Glebe- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Foxcroft- Two BR 1/2 Bath	\$5,749	\$167	2.99%	\$5,968	\$219	3.80%	\$6,194	\$227	3.80%	\$6,427	\$232	3.75%	\$6,651	\$224	3.49%
Radnor- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Highland- Two BR Den	\$6,084	\$177	3.00%	\$6,315	\$231	3.80%	\$6,555	\$240	3.80%	\$6,801	\$246	3.75%	\$7,039	\$238	3.50%
Woodmont- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Westover- Two BR Den	\$7,085	\$206	2.99%	\$7,354	\$269	3.80%	\$7,634	\$280	3.80%	\$7,920	\$286	3.75%	\$8,196	\$276	3.48%
Stratford- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
Shirlington- Two BR Den	\$7,094	\$207	3.01%	\$7,364	\$270	3.80%	\$7,643	\$280	3.80%	\$7,930	\$287	3.75%	\$8,209	\$279	3.52%
MacArthur- Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Madrillon-Two BR Den	\$7,881	\$230	3.01%	\$8,181	\$300	3.80%	\$8,491	\$311	3.80%	\$8,810	\$318	3.75%	\$9,117	\$307	3.49%
Second Person Fee	\$1,921	\$56	3.00%	\$1,994	\$73	3.80%	\$2,070	\$76	3.80%	\$2,147	\$78	3.75%	\$2,223	\$75	3.50%
Modified Meal Plan	\$202	\$6	3.06%	\$210	\$8	3.81%	\$216	\$6	3.00%	\$222	\$6	2.78%	\$230	\$8	3.50%
Full Meal Plan	\$385	\$11	2.94%	\$400	\$15	3.80%	\$412	\$12	3.00%	\$424	\$12	2.99%	\$439	\$15	3.52%

governing refunds shall supersede the refund provisions of this Agreement and become effective as of the date you sign the Resident Agreement.

5. The Entrance Fee Deposit will be held by us in an interest-bearing escrow account during the term of this Agreement. Any interest earned on the Entrance Fee Deposit shall accrue to our benefit and be deemed our property, in consideration for holding the assigned Apartment on your behalf during the term of this Agreement. Both you and we agree that the provisions of Virginia Code §38.2-4904.1, as amended and in effect during the term of this Agreement, are incorporated into this Agreement by reference and are binding upon the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first hereinabove written.

GOODWIN HOUSE INCORPORATED d/b/a GOODWIN LIVING

Authorized Representative Signature

Prospective Resident Signature

Prospective Resident Signature

I have received a copy of the Disclosure Statement.

Prospective Resident Signature _____ Date _____

Prospective Resident Signature _____ Date _____

**RESIDENT AGREEMENT
Standard Plan and Modified Plan
Goodwin House Incorporated d/b/a Goodwin Living**

**Goodwin House Bailey’s Crossroads
3440 South Jefferson Street
Falls Church, VA 22041**

INTRODUCTION

This Resident Agreement (the “Agreement”) is made and entered into by and between Goodwin House Incorporated, d/b/a Goodwin Living a Virginia not-for-profit corporation (hereinafter referred to as “GL” or “the Corporation”), and _____ (hereinafter referred to as “you,” “your” or “the Resident” and when two individuals sign this Agreement for co-occupancy, they are referred to collectively as “Resident” where the context permits, and individually as “Resident”). This Agreement shall be deemed effective on _____.

GL owns and operates a continuing care retirement community (CCRC) for older adults known as Goodwin House Bailey’s Crossroads (“GHBC”), located in Fairfax County, Virginia. Older adults means persons 55 years of age or older. GHBC consists of residential living apartments, community and amenity areas, a continuum of health and wellness services and various support facilities. GHBC is licensed, in part, as Assisted Living by the Virginia Department of Social Services and, in part, as a Health Care Center by the Virginia Department of Health.

You have requested to enter into the Agreement with GL for residence and services at GHBC. As a continuing care community, GHBC is able to meet the changing needs of its residents by offering various levels of living accommodations and services as described in this Agreement.

GL’s mission statement is as follows:

The mission of Goodwin Living is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

THIS DOCUMENT CONSTITUTES A BINDING CONTRACT IN WHICH GL AND YOU AGREE TO THE FOLLOWING:

THE PARTIES AGREE:

I. DEFINITIONS OF WORDS AND PHRASES

ADMISSIONS AND ASSESSMENT COMMITTEE: A committee comprised of key administrative staff including the Medical Director, Executive Director and representatives from

Nursing, Marketing and Social Work who review, discuss and make decisions regarding eligibility for admission to appropriate levels of living within the community. The members of the committee are subject to change from time to time.

AGREEMENT: This Resident Agreement.

AGREEMENT FOR OPTIONAL FURNISHINGS OR FIXTURES: A separate agreement for individuals who elect to pay for additional furnishings or fixtures beyond what is provided by GL.

ASSISTED LIVING: A level of living licensed by the Commonwealth of Virginia where daily assistance is provided in comfortable studio or one-bedroom accommodations. Assistance with various activities of daily living and/or instrumental activities of daily living is provided, such as: health, personal care, medication and nutrition management, housekeeping, cultural enrichment programming, education and twenty-four (24) hour access to professional nursing services.

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

ENTRANCE FEE: The initial fee charged as a condition of admission to a GL life plan community.

HEALTH CARE CENTER: The licensed nursing care facility of GHBC.

HEALTH EVALUATION PROCESS: Health and wellness assessment utilized for residential living residents which measures and tracks residents' health and identifies areas of concern and need for services.

MEDICAL DIRECTOR: The licensed physician designated by GL to oversee the medical affairs of GHBC and to coordinate the provision of personal and health care services to residents in conjunction with the residents' personal physicians.

MEMORY SUPPORT: A level of living designed for persons with Alzheimer's disease or a related dementia where assistance is provided twenty-four (24) hours a day in a secured living environment.

MONTHLY FEE: The monthly charge for occupancy.

PRIVATE DUTY PERSONNEL POLICY: A policy regarding the utilization of private duty personnel in all levels of living.

RESIDENT HANDBOOK: A publication reflecting many of the rules, regulations, policies, and administrative procedures of GHBC. You are obligated to comply with the rules, regulations, policies, and procedures described in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights to you and is subject to change from time to time.

SPECIAL SERVICE FACILITY: A psychiatric institution, drug or alcohol treatment facility, renal treatment facility (dialysis), rehabilitation unit, subacute or transitional care provider, including other licensed nursing facilities providing specialized medical care and treatment, such as some sub-acute services, not provided by GL.

II. ACCOMMODATIONS & SERVICES

GL agrees to furnish you accommodations and services described in this Agreement and you agree to abide by obligations described herein.

- A. **Accommodations.** You shall have a personal, non-assignable right to reside in Apartment # _____ at GHBC, subject to relocation as hereinafter described.
- B. **Structural Changes.** Any structural or physical change to your apartment requires prior written approval by the Executive Director or designee. The cost of any such change requested shall be borne by you and may include a charge for the supervision and direction provided by GL in implementing the change. Approval of such change may be conditioned upon your agreeing to bear the cost of restoring your accommodations to their original condition upon termination of this Agreement and may require pre-payment for restoration at the time the work is completed.
- C. **Furnishings.** Furnishing of the residential living apartment is your responsibility. GL will provide furnishings as may be reasonably required in the health care settings; however, you are encouraged to furnish such accommodations should your health needs require a permanent relocation. You will not conduct or permit any activity or store or use any equipment deemed hazardous by GL.
 - 1. **Additional Furnishings or Appliances.** You may request and GL may permit, at your additional expense, optional appliances or furnishings which may require a modification or alteration of the residential living apartment for installation. If the request is made prior to occupancy, the cost of any additional furnishings or appliances shall be paid prior to the start of work. If the request is made after occupancy, you shall pay for additional furnishings or appliances prior to installation. Upon installation, all additional furnishings and appliances immediately become GL's property and shall remain in the residential living apartment after the termination of this Agreement. The Agreement for Optional Furnishings or Fixtures reflecting all additional items and charges signed by you and GL is hereby incorporated by reference.
- D. **Utilities.** GL will provide the utilities reasonably required in connection with the occupancy of your living accommodations (water, heating, air conditioning, electricity), subject, however, to the unavailability of such services to GHBC.

- E. Laundry and Linens.** GL will provide routine bed linen and towel service.
- F. Interior and Exterior Maintenance and Repairs.** GL will maintain and repair its own improvements, furnishings and equipment. Repairs, maintenance and replacement of your property and furnishings, including additional furnishings or appliances, shall be your responsibility and are not included in the Monthly Fee. Maintenance and repair of GL's property, equipment or appliances necessitated by your neglect or abuse as GL determines, shall be paid by you.
- G. Buildings and Grounds.** GL will maintain grounds and driveways, including lawn, trees, and shrubbery care, and snow and trash removal. You may plant and maintain designated garden areas at your own expense.
- H. Housekeeping.** GL will provide housekeeping service weekly. A description is outlined in the Resident Handbook. You agree to maintain your accommodations in a clean, safe and orderly condition as required by health and safety regulations.
- I. Parking.** GL provides designated and unassigned areas for resident parking. Parking is limited to one space per apartment. Second cars may be accommodated on a space-available basis and may require an additional fee. Parking space is not available for the storage or parking of recreational vehicles, boats or other large vehicles. Parking space is not transferable to family members or friends if Resident is no longer driving. Cars must be registered and insured and must be removed from the property if Resident is no longer driving the vehicle.
- J. Meals and Dining Services.**
1. GL offers a dining dollars program which provides the dollar equivalent of one dinner meal for the number of days in the month. These dining dollars may be used in any of the dining venues in the community for any meal. Amounts over the published dining dollar amounts will be billed to the resident the following month.
 2. We will provide residents in Assisted Living, Memory Support, or the Health Care Center with three meals daily. Cost adjustments to the monthly fee will be made in accordance with published pricing to accommodate the difference in meals from your plan in place prior to your entering Assisted Living, Memory Support or the Health Care Center
 3. Invited guests may use the dining facilities at your expense. Guest meals are charged on a fixed rate cost per meal basis. Any meal charges not paid by your guests will be charged to your monthly account.
 4. Catering services are available at an additional charge.

5. Meal delivery service shall be provided at no additional charge to you as approved by the clinic staff or designee in the event of illness or other extenuating circumstances. Optional meal delivery service may be provided at the rate established by GL.

Residents may add dollar amounts after move-in subject to residents providing a thirty (30) day advance notice to GL, which will be effective the beginning of the month following the notice.

- K. **Community Areas and Amenities.** GHBC provides a variety of common areas and amenities for the use and benefit of residents.
- L. **Activities.** GHBC will provide planned and scheduled social, recreational, educational and cultural activities, arts and crafts, exercise and health programs and other special activities for interested residents. An additional charge may be made for certain activities.
- M. **Transportation.** GHBC will provide scheduled transportation at established rates to assist residents to medical appointments and scheduled programs.
- N. **Guests.** Your guests are welcome at any time and must abide by the rules and regulations outlined in the Resident Handbook. Guests are permitted to stay in your apartment for up to two weeks. Special permission must be granted by the Executive Director for any stay in excess of two weeks. GHBC offers a limited number of guest rooms, which may be reserved at a fixed rate. The cost of any lodging not paid by your guests will be charged to your monthly account.
- O. **New Construction at GHBC.** GL, from time to time, may add structures and landscaping which may alter the appearance of GHBC or views from existing residential living apartments.
- P. **Storage.** GL may make available a limited storage area away from your residential living apartment for storage of items not required for daily use. GL shall not be liable for any damages to your property while the property is in storage.

III. HEALTH AND WELLNESS SERVICES

GHBC operates under the concept of continuing care, which recognizes the needs of the Resident as varying from active independence to increasing health care needs. Accordingly, a comprehensive range of services is offered, including wellness clinic services, assisted living and skilled nursing care. You will not be charged an additional fee for nursing services, but at all times, all fees for ancillary charges and doctors will be your responsibility and will constitute an additional charge.

- A. Wellness Clinic Services.** GHBC provides a Clinic where you may be treated as an outpatient by licensed health care professionals arranged by GHBC or engaged by you. You are free to engage the services of any physician licensed to practice in Virginia. All health care professional services, whether arranged by you or GHBC on your behalf, shall be subject to the rules and regulations of GHBC and shall be at your expense.
- B. Assisted Living.** GHBC provides Assisted Living for Residents requiring routine assistance with activities of daily living. Assistance and support services will be provided in accordance with those permitted and typically provided under licensure by governing authorities.
- C. Health Care.** GHBC provides health care for Residents requiring nursing and skilled nursing care in semi-private accommodations. Private rooms, which may require an additional charge, are offered on a space-available basis. The Health Care Center is certified under the Medicare program to provide skilled nursing care. GHBC will provide such care subject to your health care needs requiring such care and meeting the eligibility requirements determined by the Medicare program. All nursing care will be in accordance with that which is permitted and typically provided under licensure and certification by governing authorities.
- D. Medicare and Health Insurance Assignment.** You shall promptly secure enrollment in the Hospital Insurance Benefits Program under Part A of 42 U.S.C. Section 1395 ("Medicare") or equivalent insurance program and shall also promptly secure enrollment and pay the premium for the Supplementary Medical Insurance Benefits Program under Part B of Medicare or shall obtain equivalent insurance coverage acceptable to GL. Should you become entitled to public or private payments for health services, you shall make diligent application for such payments and assign such payments to GL for services provided by GL.
- E. Supplemental Insurance.** You are responsible for Medicare co-insurance and deductible amounts.
- F. Enrollment in a Health Maintenance Organization (HMO) or other Managed Care Plan.** You may enroll in a Health Maintenance Organization or other managed care plan for which GL is a network or contracting provider and for which GL provides prior written consent. Prior to enrolling in any HMO or managed care plan, you shall sign an addendum to this Agreement identifying the plan and reflecting GL's approval. In the event that you are transferred to a provider participating in your managed care plan, you shall continue to pay the GHBC Monthly Fee and, additionally, all costs and charges related to the transfer to and occupancy of the participating provider. There will be no reduction in the Monthly Fee as a result of your participation in any health insurance program or managed care plans which provide for payment for services rendered or made available by GL, unless approved by the Corporation.

- G. Health Related Charges.** You shall pay for the following items and services, whether provided at GHBC or elsewhere, and whether arranged by you or by the Corporation on your behalf:
1. Charges of any physician, physical therapist, speech therapist or occupational therapist, dentist, podiatrist, psychologist or other health care professional;
 2. Hospital, ambulance and other health care provider charges;
 3. Charges for medicines, drugs, lab services and x-ray services, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, durable medical equipment, personal care supplies and other health related items.
- H. Private Duty Personnel.** Subject to the approval of GL, you may utilize the services of private duty personnel providing personal or nursing care services in the residential living apartment so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by GL. GL reserves the right to review credentials of all private duty personnel, to approve or prohibit the use of or to require the discontinuation of such services. You are responsible to pay for all such services. As a condition of GL's approval, all private duty personnel must provide GL with evidence that all criteria defined in the Private Duty Personnel Policy are met. You shall comply with the Private Duty Personnel Policy. In exchange for GL's consent to your request for the services of private duty personnel, you may be required to execute a Release of Liability Addendum depending on your care needs as determined by GL, which then shall be attached to this Agreement and incorporated by reference. Copies of the Conditions of Occupancy, Private Duty Personnel Policy and Release of Liability Addendum, as currently adopted and in effect, have been supplied to you prior to your execution of this Agreement. GL reserves the right to terminate your authorization to utilize the services of private duty personnel in the event that you do not comply with the requirements of this Section or the Release of Liability Addendum, or require transfer to another level of living. If transfer to another level of living is required, then GL reserves the right to transfer you to another level of living within GHBC or to such other external care facility as GL deems appropriate.
- I. Accident Or Illness Caused By Others.** In the event you are physically injured by an individual or entity not a party to this Agreement, you grant to the Corporation a right of subrogation and authorize GL to bring such demands, claims or legal proceedings in the name of or on your behalf for purposes of recovering from any third party or third party's insurer responsible for your injury, the dollar value of all care provided by GL to you as a result of any such injury. You will cooperate and sign any documents necessary to facilitate the Corporation's ability to exercise its subrogation rights. After all costs and expenses incurred by the Corporation (including legal fees and cost of care furnished to you by GL because of such injury)

have been reimbursed to the Corporation through subrogation, the balance of any recovery will be refunded to you or your estate.

- J. Response Call System.** GL shall equip your residential living apartment with a twenty-four (24) hour response call system. If you believe you are experiencing a life-threatening emergency, you should contact 911 in addition to activating the in-house response call system. In the event GL is notified of an accident or unexpected medical need of yours at GHBC, a nursing assessment will be provided. If the initial nursing assessment indicates a need for additional medical assistance, GL shall contact appropriate health care providers.
- K. Accident or Illness Away from GHBC.** In the event you suffer an accident or illness away from GHBC, and you rely on health care and support services available in the area where the accident or illness occurred, your health insurance or other resources available to you must be used for payment for such services and GL is not responsible to provide or pay for such services. You shall make every reasonable effort to notify GL of the accident or illness, and upon your return to GHBC, you shall be entitled to all benefits under this Agreement.
- L. Limitations on Care.** GHBC is not equipped to care for persons who are afflicted with uncontrolled or untreated mental illness resulting in behavior contrary to the Conditions of Occupancy, active drug or alcohol abuse, or who require specialized psychiatric care or other specialized care services not authorized or permitted under the applicable licensure regulations or high acuity nursing care services beyond routine nursing care services. If GL determines that your mental or physical condition is such that your continued presence in a residential living apartment is either dangerous or detrimental to the life, health, or safety of you or other residents or the peaceful enjoyment of GHBC by other residents, GL may transfer you to an appropriate outside facility. GL's determination shall be made in writing and approved by its Medical Director. If the transfer is for a temporary period, then you shall continue to pay the Monthly Fee and also shall be responsible for the charges for your care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply. Except in cases of co-occupancy where only one of you is transferred, and except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where you are a danger to self or others, or to the health, safety or peace of GHBC.

IV. PAYMENT OF FEES

- A. Selection of Entrance Fee Plan.** GL has disclosed and explained the various Entrance Fee Plans. You agree to pay an Entrance Fee and a Monthly Fee as calculated in subsections B and C below.
- B. Entrance Fee.** You shall pay to GL an Entrance Fee by the effective date of this Agreement as follows:

Total Entrance Fee	\$0.00.
Less Financial Assistance	
Credit (if applicable)	\$ <u>N/A</u> .
Less Payment Received	
with this Agreement	\$ <u>0.00</u> .
Less Advance Deposit Received.....	\$ <u>0.00</u> .
Less Accrued Interest.....	\$ <u>0.00</u> .
Balance Due	\$ <u>0.00</u> .

C. Monthly Fee. You shall pay a Monthly Fee, payable in advance on the first day of each month, as follows:

Current Monthly Fee.....	\$ <u>0.00</u> .
Less Financial Assistance	
Credit (if applicable)	\$ <u>N/A</u> .
.....Balance to be Paid by Resident.....	\$ <u>0.00</u> .

The Monthly Fee is subject to adjustment by GL pursuant to subsection E below.

D. Costs for Other Services. You will be billed monthly for any services and supplies provided by GL but not included in the Monthly Fee. Bills for the Monthly Fee and any additional services and supplies shall be paid within ten (10) days of the billing date, or they will be subject to a late charge of 1.5% per month for each month in arrears. In the event that you fail to pay the bills of GL and your account is referred to an attorney for collection, you agree to pay all costs of collection, including reasonable attorney’s fees.

E. Adjustment to Monthly Fee. GL is committed to providing you with the quality services called for by this Agreement consistent with sound financial management. You understand and agree that the Monthly Fee may be increased by the Corporation from time to time, at its sole discretion, and that payment of the Monthly Fee, as adjusted, shall be your obligation under this Agreement. GL further reserves the right to make adjustments to the ancillary services provided under this Agreement. A written notice will be given to you at least thirty (30) days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.

F. Absence Credit. You may be eligible for a credit on the Monthly Fee due to absence from the community. Your eligibility for an absence credit will be determined in accordance with the published policy of GL in effect at the time the absence occurs.

G. Use of Entrance Fee. The Entrance Fee may be used in any manner deemed appropriate by GL to further its corporate purpose.

H. Refund Provisions. In the event the Agreement is terminated, your entitlement to a refund shall be determined in accordance with the provisions set out below.

1. Termination by Resident. If you (if co-occupancy: all Residents) terminate this Agreement by written notice in accordance with the Resident's termination right under Section X(A)(2), GL will refund to you an amount equal to 100% of the Entrance Fee paid, less 2% of the Entrance Fee for each month since the effective date of this Agreement. Any refund due under this provision may be conditioned upon GL's acceptance for admission of a new resident and the occupancy of your assigned apartment by such new resident.

2. Termination by GL. If GL terminates this Agreement in accordance with its termination right under Section X(B)(2), the Corporation will refund to you an amount equal to 100% of the Entrance Fee paid, less 2% of the Entrance Fee for each month since the effective date of this Agreement. Refunds of monthly fee(s) will be prorated based on the remaining unoccupied days of the month in which termination takes place.

3. Termination by Death. Upon death (if co-occupancy: the death of all residents signing this Agreement), the Corporation will refund to the Resident's estate, or, alternatively, to a specific individual or trust designated by the Resident in writing provided by the Resident to the Corporation, 100% of the Entrance Fee, less 2% of the Entrance Fee for each month since the effective date of this Agreement. Refunds of Monthly Fee will be made in the following manner:

a. If the Resident no longer has an assigned apartment, the Monthly Fee is terminated on the date of death.

b. If the Resident has an assigned apartment, the Monthly Fee then in effect shall continue at a 70% rate from the date of death until the date on which the apartment is vacated, which period shall not exceed sixty (60) days. The reduced Monthly Fee shall be calculated on a daily basis, ending on the date that the Resident's property is removed from the residential living apartment and keys and any other tangible items which are the property of the Corporation are returned to GL.

V. FINANCIAL ASSISTANCE POLICY

A. Granting of Financial Assistance. GL may grant financial assistance in the form of a discounted Entrance Fee or Monthly Fee, or both, under policies established by GL. Any resident whose income becomes inadequate to pay monthly rates and personal expenses, through no fault of their own is eligible to seek financial assistance.

B. Amount of Financial Assistance. The amount of financial assistance granted is based, among other considerations, on the representations made by you at the time of application as to financial position and assets. GL may, at any time and in its sole discretion, begin, increase, decrease or terminate financial assistance because of changes in the operating costs of GL or changes in your assets or monthly income. GL reserves the right to request, from time to time, current financial statements without regard to whether financial assistance has been applied for or is then being provided. Failure to disclose all assets in application forms or in financial statements provided to GL shall constitute good cause for termination of this Agreement in accordance with the provisions of Virginia Code §38.2-4905(A)(8)(v) and (vi).

C. Claim Against Estate. In the event you have received financial assistance from GL, by your signature to this Agreement, you direct your personal representative, upon your death, to pay to GL as a first lien against the assets of your estate, the aggregate amount of financial assistance you have received. You will not make any gift of real or personal property in contemplation of or subsequent to the execution of this Agreement, which would diminish your estate or GL's claim. This provision shall apply irrespective of whether you are an occupant of one of the GL communities at the time of death. GL may deduct the full amount of financial assistance from any refund that may become due to you or your estate.

D. Duties of Recipient of Financial Assistance. As a recipient of financial assistance, you shall:

1. Apply for and diligently seek the benefit of any public assistance program for which you might qualify, including, but not limited to, Medicaid, Social Security, Supplemental Security Income, Aid to the Blind, and Veteran's Pensions. Any such benefits by you may be taken into account in adjusting the amount of financial assistance.
2. Report promptly to GL receipt of any property or any material increase or decrease in the value of your income or assets, whether as the result of gift, inheritance, change in public assistance benefits or otherwise.
3. Refrain from transferring any material assets for less than fair market value, whether by gift, sale or otherwise. You hereby represent that you have not transferred any material assets for less than fair market value in contemplation of residence at GL.
4. Execute any instrument, including notes, assignments, security agreements and deeds of trust, that GL deems necessary or desirable to evidence or secure its claim for repayment of any financial assistance.

5. Any violation of these provisions shall constitute good cause for termination of this Agreement in accordance with the provisions of Virginia Code §38.2-4905(A)(8)(v) and (vi).

E. Accommodations. GL reserves the right to select the location and type of accommodations it deems most appropriate for any resident receiving financial assistance.

VI. RIGHTS AND OBLIGATIONS OF RESIDENT AS TO PROPERTY

- A. Resident's Rights.** Your rights under this Agreement are purely personal and may not be assigned, transferred, inherited or devised. Although you are granted the right to occupy an assigned apartment, this Agreement is not a lease, and you are granted no right of ownership of any property of the Corporation. You agree that your rights under this Agreement, including your right to a full or partial refund, will at all times be subordinate to the rights of any lender under any mortgage, deed of trust or other security interest that the Corporation has given with regard to any of its property, or which it may give in the future, and that this subordination will extend to all amendments, modifications, replacements or refinancing thereof.
- B. Right of Entry.** Employees of the Corporation shall have the right to enter your apartment at any time to respond to fire or medical alerts and for other emergency purposes. With prior announcement and at reasonable times, GL shall have the right to enter your apartment to perform housekeeping, maintenance and inspection functions.
- C. Removal of Property.** Upon termination of this Agreement or permanent transfer to a level of living other than residential living, all of your property is to be removed from the residential living apartment within a period not to exceed sixty (60) days, during which period the Monthly Fee then in effect shall continue at a reduced rate of 70%, calculated on a daily basis, until all such property is removed. If your property remains unclaimed upon the expiration of the sixty (60)-day period, we reserve the right to remove your property from the residential living apartment and to dispose of it. You or your estate shall be obligated to pay all costs for the removal and/or disposal of your property.
- D. Damage or Loss of Property.** You shall insure your property and person against casualty and theft loss, in addition to having coverage for any damage to the Corporation or other residents that may be a result of actions caused by you. The Corporation shall not be responsible for damage or loss of any of the Resident's property by casualty, theft or other cause. You shall provide GL with Certificates of Insurance verifying required coverage. Policies shall be endorsed so as to provide that GL shall receive thirty (30) days prior written notice of cancellation or non-renewal.

- E. **Responsibility for Damages.** You shall reimburse the Corporation for any costs incurred or damages suffered by the Corporation resulting from carelessness, negligence or wrongful acts of you or your guests.
- F. **Indemnification.** You shall indemnify and hold GL harmless from and against, and be responsible to pay for, any damages, including attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification, resulting from any injury to or death of any person or other resident, or resulting from any damage to or loss of the property of any person or resident, caused by your acts or omissions, to the fullest extent permitted by law.

VII. TRANSFER TO ASSISTED LIVING OR THE HEALTH CARE CENTER WITHIN GHBC OR TRANSFER TO AN OUTSIDE FACILITY

- A. **Conditions of Occupancy.** You shall have the right to occupy the residential living apartment for so long as you satisfy the Conditions of Occupancy. Whenever it is deemed necessary by GL, in its sole discretion, GL shall have full authority to conduct a Health Evaluation Process to determine your ability to satisfy the Conditions of Occupancy.
- B. **Decision to Transfer**
 - 1. **Authority to Transfer.** GL may transfer you from and between the residential living apartment and Assisted Living, the Health Care Center or any other appropriate care facility, if GL determines that such a move should be made because of your inability to comply with the Conditions of Occupancy, or for your health and safety, the health, safety and peaceful enjoyment of other residents, for the proper operation of GHBC, to comply with regulations of the Virginia Department of Social Services, the Virginia Department of Health, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or to otherwise meet the requirements of law. If you are transferred permanently to Assisted Living, the Health Care Center or to any other appropriate facility authorized under this Agreement, GL may declare your residential living apartment vacant and reassign the residential living apartment to another resident.
 - 2. **Role of Medical Director.** GL will appoint a medical doctor licensed to practice medicine in the Commonwealth of Virginia as its Medical Director. Upon certification by the Medical Director or your attending physician, that you are no longer capable of meeting the Conditions of Occupancy of the residential living apartment, you or your next of kin, legal representative or agent acting on your behalf, will be notified by GL that arrangements will be made for your immediate transfer to Assisted Living, the Health Care Center or another appropriate care facility. GL shall not be liable for acting in accordance with the certification of the Medical Director or your attending physician. The decision as to whether a transfer shall be deemed

temporary or permanent shall be made by GL in its sole discretion. GL shall consider your opinion and the advice of a family representative, if available, and, if requested and at your expense, a private physician. Your opinion and the advice of family and of your physician are advisory only, and shall not be binding on GL.

- C. Transfer to Assisted Living or Health Care Center at GHBC.** If you become ill or incapacitated, and in the opinion of the Admissions and Assessment Committee, with the advice of the Medical Director, the illness or incapacity requires you to be transferred to Assisted Living or the Health Care Center, such care will be available either on a temporary or permanent basis. During your temporary occupancy in Assisted Living or the Health Care Center, the Admissions and Assessment Committee, with the advice of the Medical Director or your physician and, if reasonably available, family members, will determine whether or not the stay in Assisted Living or the Health Care Center is temporary or permanent. If the Admissions and Assessment Committee determines that your health is such that occupancy in Assisted Living or the Health Care Center will be permanent, your residential living apartment will be released (if not occupied by another resident) and made available for occupancy by another resident. In the event that GL decides that the transfer is permanent, you shall surrender the residential living apartment within thirty (30) days of notice of its decision.
- D. Transfer to Hospital or Other Outside Specialized Care Facility.** In the event that hospitalization or specialized care or other outside care of you becomes necessary as determined by the Admissions and Assessment Committee, with the advice of GL's Medical Director, you will be transferred to a hospital, Special Service Facility, or other outside health care provider. The Admissions and Assessment Committee, with the advice of the Medical Director, may declare your residential living apartment vacant (unless occupied by another resident) if you have been transferred to a hospital, Special Service Facility or other outside health care provider for health conditions which, in the opinion of the Medical Director, require permanent or prolonged residence in the outside facilities. You shall surrender the residential living apartment within thirty (30) days after notice of GL's determination that the transfer will be permanent.
- E. Costs Related to Transfer to an Outside Facility**
1. **Single Occupancy.** During any temporary transfer to an outside health care facility or Special Service Facility or hospital, you shall continue to pay the Monthly Fee and all costs and charges related to the transfer to the outside facility. You shall also pay the charges for all care in an outside facility except when you are transferred to an outside personal or nursing care provider because of the unavailability of appropriate accommodations at GHBC as set forth in subsection (3) below. Upon permanent transfer to an outside facility, and upon surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall

terminate in accordance with the termination provisions of this Agreement. Any refund due shall be paid in accordance with the refund provisions of this Agreement.

2. **Co-Occupancy**

a. **Transfer of One Resident.** During any temporary transfer of one Resident to an outside facility, the Monthly Fee shall continue to be due and payable. Upon the permanent transfer of one Resident to an outside facility, the Monthly Fee shall be reduced to the single occupancy rate for the residential living apartment. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital, except as provided in subsection (3) below.

b. **Transfer of Both Residents.** In the event both Residents are temporarily transferred to an outside facility, the Monthly Fee shall continue to be due and payable. In the event both Residents are permanently transferred to an outside facility, then, after the surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital, except as provided in subsection (3) below.

3. **Transfer Because of Insufficient Space.** If, in the opinion of the Medical Director or the Admissions and Assessment Committee, you require prompt access to nursing care or assisted living within GHBC and no space is available, then you may be transferred to an outside facility selected by GL with accommodations substantially equivalent to the accommodations in the Health Care Center or Assisted Living for a temporary period and until such time as nursing care or assisted living within GHBC becomes available. You shall have access to the next available accommodation in the Health Care Center or Assisted Living. When you reside in an outside nursing or assisted living facility because of insufficient space and are receiving care which you would otherwise receive in the Health Care Center or Assisted Living, you shall pay the same charges for nursing and assisted living care as if receiving care in the Health Care Center or Assisted Living. GL shall pay on your behalf to the outside nursing or assisted living facility that facility's daily rate for your care in equivalent accommodations. You shall pay the outside facility's charges for additional services or other services which are not included in the outside facility's daily rate. GL reserves the right to arrange for the provision of temporary nursing or assisted living in the residential living apartment with the approval of the attending physician or Medical Director.

F. Release of or Return to Residential Living Apartment After Transfer

1. **Temporary Transfer.** If you are admitted temporarily to Assisted Living, the Health Care Center, or a hospital or other outside facility, with a medical prognosis of recovery and return to health consistent with the Conditions of Occupancy, then you shall retain occupancy of the residential living apartment for the purpose of resuming residency. During any period of temporary transfer, you shall continue to pay the applicable Monthly Fee for the residential living apartment. You may return to the residential living apartment which has been retained in accordance with the terms of this provision at such time as GL determines that you can satisfy the Conditions of Occupancy.
2. **Permanent Transfer.** If you are permanently transferred to Assisted Living, the Health Care Center, or a hospital or other appropriate outside facility, you shall surrender and vacate the residential living apartment within thirty (30) days of written notice of GL's decision to permanently transfer you. If the Admissions and Assessment Committee, with the advice of the Medical Director, determines that you subsequently have recovered sufficiently to satisfy the Conditions of Occupancy of a residential living apartment, you, upon request, shall be eligible for consideration to receive the next available residential living apartment with a floor plan comparable to the one relinquished.

VIII. CHANGE OF APARTMENT

The Corporation may, in appropriate circumstances, approve your request to move to another apartment within GHBC. Correspondingly, the Corporation reserves the right to relocate you to another apartment in order to undertake repairs, refurbishment or enhancement of your existing apartment. Where the relocation is temporary in nature, the Corporation will assign to you an apartment nearest in size to your existing unit, depending upon availability. In the event of a major renovation affecting multiple units, a permanent relocation may be made. In such event, the Corporation will utilize its best efforts to transfer you to an apartment of the same size, or larger, than your existing unit. In the event of a permanent relocation, whether at your request or ours, the Corporation shall determine, in its sole discretion, the amount of any additional Entrance Fee or any refund or credit of such that may be appropriate to the new apartment.

IX. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

- A. **Non-Resident.** In the event you desire to marry or cohabitate with another person, the proposed additional occupant must be eligible for admission under the Corporation's health and financial status policies. The additional occupant shall execute an Agreement with the Corporation upon such terms and conditions as are agreed upon by the Corporation, the Resident and the additional occupant, and in

no case shall the Entrance Fee for the additional occupant be less than that charged for a single person in the smallest apartment. The Monthly Fee shall be increased to the rate applicable for two people living in an apartment of the size occupied by you and the additional occupant. If the proposed additional occupant does not meet the eligibility requirements for admission under this Agreement, the Corporation may enter into an alternate Agreement for occupancy and services at its sole discretion.

- B. Other Resident.** In the event that you desire to marry or cohabitate with another resident admitted under a separate Resident Agreement, and thereafter occupy a single residential living apartment, then you and the other resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two residential living apartments occupied by you and the other resident shall be thereafter occupied jointly. The residential living apartment not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated residential living apartment. Any applicable refund shall be paid to the resident surrendering his/her residential living apartment upon the termination of the resident's Resident Agreement, but only after the vacated residential living apartment has been reoccupied by another resident and the applicable Entrance Fee for the residential living apartment has been paid in full by the reoccupying resident. Each one of you shall then be treated as a Resident, and any subsequent refund shall be paid in accordance with the refund provisions of this Agreement relating to co-occupancy, unless otherwise agreed upon in writing. In the event you request to move to a larger residential living apartment not then occupied by you or your anticipated resident, then subject to GL's approval and the availability of a larger residential living apartment, you and such other person shall pay an additional fee, which shall be equal to the amount, if any, by which the then current Entrance Fee for co-occupancy of the selected residential living apartment exceeds the sum of the initial Entrance Fee paid by you and your anticipated resident. The additional fee shall be immediately payable to GL, and the Monthly Fee for co-occupancy of the designated residential living apartment shall be paid commencing upon transfer. This Agreement shall be amended to reflect the change in the residential living apartment, the change in the Monthly Fee, and any other matters reasonably necessary for your transfer to the designated or alternative residential living apartment.

X. TERMINATION OF AGREEMENT

A. Termination by Resident

1. **Right of Rescission and Seven (7) Day Rescission Period.** You may terminate this Agreement for any reason, without penalty or forfeiture, within seven days after the effective date of this Agreement. In no case shall you be required to move into GHBC before the expiration of this seven-day period.

2. **Voluntary Termination Upon Notice.** You may terminate this Agreement for any reason at any time by giving written notice to the Corporation at least thirty (30) days before the last day of residency. You agree to pay the Monthly Fee during the thirty (30) day notice period, as well as all amounts owed to GL and any expenses incurred by GL in connection with termination, including any necessary repairs to your apartment.

B. Termination by GL

1. **Events Precluding Occupancy.** Prior to occupancy, this Agreement shall automatically terminate upon death or a material illness, injury or incapacity that precludes occupancy between the time of executing this Agreement and the actual effective date. In such case, the Resident or Resident's estate shall receive a full refund of the Entrance Fee payment.
2. **Termination for Good Cause.** GL may terminate this Agreement at any time for good cause. Good cause shall be limited to:
 - a. Conduct that constitutes a danger to the life, health or safety of self or others;
 - b. Failure to pay the Monthly Fee and other charges made under the terms of this Agreement;
 - c. Repeated conduct that interferes with other residents' quiet enjoyment;
 - d. Persistent failure to comply with the Corporation's written rules and regulations for residents of GHBC as in effect from time to time;
 - e. A material misrepresentation made intentionally or recklessly in the application for residency, or in related materials, regarding information that, if accurately provided, would have resulted in either a failure to qualify for residency or a material increase in the cost of providing care and services provided under this Agreement; or
 - f. A material breach of the terms and conditions of this Agreement.

If termination of the Agreement is contemplated for good cause, GL will provide thirty (30) days' written notice unless continued occupancy threatens the life, health or safety of a resident or others, in which case such notice as is reasonably practicable under the circumstances will be provided to the resident or the resident's representative and the termination of this Agreement may be effective immediately. In the event that the basis for

termination is conduct or a condition that is capable of cure, GL will provide an opportunity to cure such conduct or condition within a reasonable period.

- C. **Termination by Death.** This Agreement shall automatically terminate upon death.
- D. **No Accrual of Interest.** No interest will accrue to the benefit of you or your estate on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

XI. CO-OCCUPANCY

When more than one resident executes this Agreement, the amount of the Entrance Fee and provisions governing refunds and the Monthly Fee will be based on the co-occupancy provisions in section IV(H) of this Agreement. Each Resident will be jointly and severally responsible for the terms of this Agreement. Accordingly, in the event of termination by death, this Agreement shall not terminate until the death of the last surviving Resident, and in the event of voluntary termination, this Agreement shall not terminate until termination by the last occupying Resident.

XII. ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

- A. **Legal Guardian.** If you become incapacitated or unable to properly care for yourself or your property, and no representative has been lawfully designated to act on your behalf or no lawfully designated representative is available or willing and able to act on your behalf, then GL may institute legal proceedings to adjudge you incapacitated and have a guardian appointed for you or your estate or both. You authorize GL to nominate a legal guardian to serve subject to court approval, and you release GL from any liability related to the nomination. All costs of such legal proceedings, including attorneys' fees, shall be paid by you or the legally appointed guardian of your estate.
- B. **Will and Funeral Arrangements.** You shall, prior to the date of occupancy, provide to GL in writing the name of the personal representative (whether executor, executrix or trustee) appointed in your estate planning documents, the name of the funeral director responsible for your burial or cremation, and the plan for disposition of your personal property placed at GHBC upon death. You agree to provide written notice to GL of any changes to the foregoing information during the period of your residence.
- C. **Advance Directives**
 - 1. **Power of Attorney.** You are encouraged to furnish GL, no later than the date of occupancy, a durable power of attorney executed by you which shall be maintained in the files of GHBC.

2. **Living Will.** If you have executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, you shall provide a copy of the living will to GL prior to occupancy, and a copy of any revisions or changes made to the document during your term of occupancy. In the event of transfer to the Health Care Center, GL shall comply with your instructions or requests as reflected in your living will, if your advance directive is consistent with law and its policy, as such policy may change from time to time. If GL cannot comply with your advance directive as reflected in your living will, then it shall assist in arranging for your transfer to another health care provider, if reasonably available, which will comply with your advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and you shall be responsible to pay such costs.

XIII. OTHER RIGHTS AND OBLIGATIONS OF RESIDENT

- A. **Resident's Compliance Obligations.** You shall comply with the rules, regulations, policies and procedures established by GL and such amendments, modifications or changes in such rules, regulations, policies and procedures as may be adopted from time to time by GL.
- B. **Pets.** Under limited circumstances as approved by GL, you may have a pet so long as it meets the requirements of its pet policy. You shall assume financial responsibility and any obligations for any damage caused by the pet, which will be secured by paying a deposit at the time of move-in. The pet policy is subject to change from time to time. If you require the assistance of a pet due to your health condition or disability, you shall not be required to pay the pet deposit. GL reserves the right to rescind approval of the pet if it determines that the pet constitutes a nuisance or danger to GHBC or threatens the quiet enjoyment of other residents. Upon termination of this Agreement, all or a portion of the pet deposit may be refundable as determined by GL, in its discretion.
- C. **Smoking.** GHBC is a smoke restricted community. Smoking is not permitted anywhere on GHBC's campus, including common areas, except in designated smoking areas, in accordance with GL's smoking policy described in the Resident Handbook. You shall assume full financial responsibility, which may be substantial, for any damage caused by smoking in your residential living apartment. GHBC may terminate this Agreement for noncompliance with the smoking policy in accordance with the provisions of Virginia Code §38.2-4905(A)(8)(iii) and (vi). Further, you are responsible for paying any and all damages to the residential living apartment resulting from smoking, including painting and refurbishing costs which will be substantially more than routine refurbishment costs, due to smoke damage. Upon termination of this Agreement, GL may deduct from any refund otherwise due under section IV(H) of this Agreement all refurbishment costs arising from smoke damage as determined by GL, in its discretion.

- D. Trade, Business or Occupation.** You may utilize any residential living apartment to engage in a trade, business or other occupation with prior approval from the Executive Director. GL will not be liable for any trade, business or occupation conducted in any residential living apartment. No trade, business or occupation will be allowed that would infringe upon the quiet enjoyment of other residents.
- E. Keys and Locks.** GL shall provide you with a set of keys to access your residential living apartment and the common areas within GHBC. If you wish to make a duplicate of a key, the key must be duplicated through services provided by GL. You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining GL's approval. Upon GL's approval, the key to be distributed to an individual identified by you must be registered with GL. GL shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the residential living apartment without GL's express written consent. If GL approves your request to install such locks, you shall provide GL with a key to each lock. Upon termination, you agree to surrender all keys to the residential living apartment to GL.
- F. Medical Examinations.** You agree to have a medical examination if GL makes a determination, in its sole discretion, that you are unable to meet the Conditions of Occupancy. The cost of the medical examination shall be paid by you.
- G. Motor Vehicle Operating Privileges.** You shall operate a motor vehicle in accordance with the rules and regulations reflected in the Resident Handbook, which include, but are not limited to, legal speed limits and safe driving procedures and practices. GL reserves the right to revoke your driving and parking privileges on its property if you do not abide by the applicable rules, regulations, policies and procedures.
- H. Release Regarding Conduct of Guests.** GL assumes no responsibility for the conduct of guests, and you hereby agree that you will assert no claim against GL for personal injury to you or damage to your personal property arising from or related to the conduct of guests.
- I. Community Fire Drills.** You must participate in and adhere to all fire drills and emergency drills if you are present on GHBC's premises.

XIV. CASUALTY LOSS

In the event the residential living apartment occupied by you, or the building in which the residential living apartment is located, is destroyed or so damaged by fire or other casualty as to render the residential living apartment or the building generally unfit for occupancy, GL will endeavor in good faith to rebuild and replace the residential living apartment and/or building with substantially similar accommodations unless doing so would threaten

its financial viability. If the damage does not render the residential living apartment unfit for occupancy, GL shall be obligated to rebuild or repair the damage to the residential living apartment as soon as reasonably possible for occupancy by you. In the event you are unable to occupy the residential living apartment for any period of time during any reasonably necessary period of restoration of the residential living apartment, the Monthly Fee shall be reduced proportionately, unless a vacant residential living apartment is available within GHBC or outside GHBC for your temporary occupancy. In the event that GL determines that rebuilding threatens its financial viability so as to preclude replacement of the residential living apartment or building, then GL will strive to develop an alternative restoration plan in which GL will exercise its best efforts to locate, identify or provide, if financially feasible as determined by it, reasonable alternative accommodations for any resident affected by such a loss.

XV. GHBC'S GRIEVANCE PROCEDURE

- A. **Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident or in any other way, you shall make your complaint known to GHBC's staff and follow the grievance procedure as described in the Resident Handbook.
- B. **GHBC's Obligations.** GHBC will review and investigate the complaint and provide a response to you.

XVI. MISCELLANEOUS

- A. **Resident Records.** You consent to the release of your personal and medical records maintained by GL for treatment, payment and operations as determined reasonably necessary by it. Any such release may be to GL's employees, agents and to other health care providers from whom you receive services, to third-party payors of health care services, to any Managed Care Organization in which you may be enrolled, or to others deemed reasonably necessary by GL for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from you where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain your records without your written consent or authorization.
- B. **Representations.** The application, financial statement and health history statement filed with GL are incorporated in this Agreement by reference. You acknowledge that all statements contained therein are true and that there have been no material omissions or adverse changes unless such representations have been subsequently conveyed to GL in writing.
- C. **Binding Effect.** The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Corporation and you and your respective heirs,

distributees, executors, administrators, attorneys-in-fact, committees and successors.

- D. Residents' Rights.** The Resident acknowledges that he or she has been informed and had explained to him or her the following:
1. Title 63.2-1808 of the Code of Virginia (Rights and Responsibilities of Residents of Assisted Living Facilities).
 2. The policies and procedures of GL for implementing Title 63.2-1808 of the Code of Virginia.
 3. GL's policy regarding weapons on the premises.
- E. Entire Agreement.** This Agreement, including all Addenda, constitutes the entire Agreement between the Corporation and you.
- F. Waiver of One Breach Not a Waiver of Any Other.** The failure of GL in any one or more instances to insist upon your strict performance of and compliance with any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment by the Corporation of its right to insist upon your future strict compliance.
- G. Governing Law.** The parties agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement, the interpretation of its language, and any questions concerning performance and discharge.
- H. GL's Modification of Agreement and Policies.** GL reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to modify unilaterally its rules, regulations, policies and procedures.
- I. Severability.** If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed from the Agreement and the balance of this Agreement shall remain in full force and effect.
- J. Notice.** Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when post-marked, postage prepaid and addressed as follows:

To GHBC:

**Attn: Executive Director
3440 South Jefferson Street
Falls Church, VA 22041**

To Resident (before occupancy):

After occupancy, notice will be provided to you where you reside at the time the notice is given.

- K. Consent to Assignment.** You consent to the assignment by GL of its right, title and interest in this Agreement.

IN WITNESS WHEREOF, Goodwin House Incorporated d/b/a Goodwin Living, through its duly authorized representative, and you have executed this Agreement to be effective as of the date first above written. You attest to having read this Agreement, having had any questions regarding its provisions answered and having understood its provisions.

GOODWIN HOUSE INCORPORATED d/b/a GOODWIN LIVING

By: _____
Authorized Representative

Resident

Resident

**RESIDENT AGREEMENT
50% Refund Plan
Goodwin House Incorporated d/b/a Goodwin Living**

**Goodwin House Bailey's Crossroads
4800 Fillmore Avenue
Alexandria, VA 22311**

INTRODUCTION

This Resident Agreement (the "Agreement") is made and entered into by and between Goodwin House Incorporated d/b/a Goodwin Living, a Virginia not-for-profit corporation (hereinafter referred to as "GL" or "the Corporation"), and _____ (hereinafter referred to as "you," "your" or "the Resident" and when two individuals sign this Agreement for co-occupancy, they are referred to collectively as "Resident" where the context permits, and individually as "Resident"). This Agreement shall be deemed effective on _____.

GL owns and operates a continuing care retirement community (CCRC) for older adults known as Goodwin House Bailey's Crossroads ("GHBC"), located in Fairfax County, Virginia. Older adult means persons 55 years of age or older. GHBC consists of residential living apartments, community and amenity areas, a continuum of health and wellness services and various support facilities. GHBC is licensed, in part, as Assisted Living by the Virginia Department of Social Services and, in part, as a Health Care Center by the Virginia Department of Health.

You have requested to enter into the Agreement with GL for residence and services at GHBC. As a continuing care community, GHBC is able to meet the changing needs of its residents by offering various levels of living accommodations and services as described in this Agreement.

GL's mission statement is as follows:

The mission of Goodwin Living is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

THIS DOCUMENT CONSTITUTES A BINDING CONTRACT IN WHICH GL AND YOU AGREE TO THE FOLLOWING:

THE PARTIES AGREE:

I. DEFINITIONS OF WORDS AND PHRASES

ADMISSIONS AND ASSESSMENT COMMITTEE: A committee comprised of key administrative staff including the Medical Director, Executive Director and representatives from Nursing, Marketing and Social Work who review, discuss and make decisions regarding eligibility for admission to appropriate levels of living within the community. The members of the committee are subject to change from time to time.

AGREEMENT: This Resident Agreement.

AGREEMENT FOR OPTIONAL FURNISHINGS OR FIXTURES: A separate agreement for individuals who elect to pay for additional furnishings or fixtures beyond what is provided by GL.

ASSISTED LIVING: A level of living licensed by the Commonwealth of Virginia where daily assistance is provided in comfortable studio or one-bedroom accommodations. Assistance with various activities of daily living and/or instrumental activities of daily living is provided, such as: health, personal care, medication and nutrition management, housekeeping, cultural enrichment programming, education and twenty-four (24) hour access to professional nursing services.

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

ENTRANCE FEE: The initial fee charged as a condition of admission to a GL life plan community.

HEALTH CARE CENTER: The licensed nursing care facility of GHBC.

HEALTH EVALUATION PROCESS: Health and wellness assessment utilized for residential living residents which measures and tracks residents' health and identifies areas of concern and need for services.

MEDICAL DIRECTOR: The licensed physician designated by GL to oversee the medical affairs of GHBC and to coordinate the provision of personal and health care services to residents in conjunction with the residents' personal physicians.

MEMORY SUPPORT: A level of living designed for persons with Alzheimer's disease or a related dementia where assistance is provided twenty-four (24) hours a day in a secured living environment.

MONTHLY FEE: The monthly charge for occupancy.

PRIVATE DUTY PERSONNEL POLICY: A policy regarding the utilization of private duty personnel in all levels of living.

RESIDENT HANDBOOK: A publication reflecting many of the rules, regulations, policies, and administrative procedures of GHBC. You are obligated to comply with the rules, regulations, policies, and procedures described in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights to you and is subject to change from time to time.

SPECIAL SERVICE FACILITY: A psychiatric institution, drug or alcohol treatment facility, renal treatment facility (dialysis), rehabilitation unit, subacute or transitional care provider, including other licensed nursing facilities providing specialized medical care and treatment, such as some sub-acute services, not provided by GL.

II. ACCOMMODATIONS & SERVICES

GL agrees to furnish you accommodations and services described in this Agreement and you agree to abide by obligations described herein.

- A. **Accommodations.** You shall have a personal, non-assignable right to reside in Apartment # _____ at GHBC, subject to relocation as hereinafter described.
- B. **Structural Changes.** Any structural or physical change to your apartment requires prior written approval by the Executive Director or designee. The cost of any such change requested shall be borne by you and may include a charge for the supervision and direction provided by GL in implementing the change. Approval of such change may be conditioned upon your agreeing to bear the cost of restoring your accommodations to their original condition upon termination of this Agreement and may require pre-payment for restoration at the time the work is completed.
- C. **Furnishings.** Furnishing of the residential living apartment is your responsibility. GL will provide furnishings as may be reasonably required in the health care settings; however, you are encouraged to furnish such accommodations should your health needs require a permanent relocation. You will not conduct or permit any activity or store or use any equipment deemed hazardous by GL.
 - 1. **Additional Furnishings or Appliances.** You may request and GL may permit, at your additional expense, optional appliances or furnishings which may require a modification or alteration of the residential living apartment for installation. If the request is made prior to occupancy, the cost of any additional furnishings or appliances shall be paid prior to the start of work. If the request is made after occupancy, you shall pay for additional furnishings or appliances prior to installation. Upon installation, all additional furnishings and appliances immediately become GL's property and shall remain in the residential living apartment after the termination of this Agreement. The Agreement for Optional Furnishings or Fixtures reflecting all additional items and charges signed by you and GL is hereby

incorporated by reference.

- D. Utilities.** GL will provide the utilities reasonably required in connection with the occupancy of your living accommodations (water, heating, air conditioning, electricity), subject, however, to the unavailability of such services to GHBC.
- E. Laundry and Linens.** GL will provide routine bed linen and towel service.
- F. Interior and Exterior Maintenance and Repairs.** GL will maintain and repair its own improvements, furnishings and equipment. Repairs, maintenance and replacement of your property and furnishings, including additional furnishings or appliances, shall be your responsibility and are not included in the Monthly Fee. Maintenance and repair of GL's property, equipment or appliances necessitated by your neglect or abuse as GL determines, shall be paid by you.
- G. Buildings and Grounds.** GL will maintain grounds and driveways, including lawn, trees, and shrubbery care, and snow and trash removal. You may plant and maintain designated garden areas at your own expense.
- H. Housekeeping.** GL will provide housekeeping service weekly. A description is outlined in the Resident Handbook. You agree to maintain your accommodations in a clean, safe and orderly condition as required by health and safety regulations.
- I. Parking.** GL provides designated and unassigned areas for resident parking. Parking is limited to one space per apartment. Second cars may be accommodated on a space-available basis and may require an additional fee. Parking space is not available for the storage or parking of recreational vehicles, boats or other large vehicles. Parking space is not transferable to family members or friends if Resident is no longer driving. Cars must be registered and insured and must be removed from the property if Resident is no longer driving the vehicle.
- J. Meals and Dining Services.**
 - 1. GL offers a dining dollars program which provides the dollar equivalent of one dinner meal for the number of days in the month. These dining dollars may be used in any of the dining venues in the community for any meal. Amounts over the published dining dollar amounts will be billed to the resident the following month.

We will provide residents in Assisted Living, Memory Support, or the Health Care Center with three meals daily. Cost adjustments to the monthly fee will be made in accordance with published pricing to accommodate the difference in meals from your plan in place prior to your entering this agreement when in either Assisted Living, Memory Support or the Health Care Center.

3. Invited guests may use the dining facilities at your expense. Guest meals are charged on a fixed rate cost per meal basis. Any meal charges not paid by your guests will be charged to your monthly account.
4. Catering services are available at an additional charge.
5. Meal delivery service shall be provided at no additional charge to you as approved by the clinic staff or designee in the event of illness or other extenuating circumstances. Optional meal delivery service may be provided at the rate established by GL.

Residents may add dollar amounts after move-in subject to residents providing a thirty (30) day advance notice to GL, which will be effective the beginning of the month following the notice.

- K. Community Areas and Amenities.** GHBC provides a variety of common areas and amenities for the use and benefit of residents.
- L. Activities.** GHBC will provide planned and scheduled social, recreational, educational and cultural activities, arts and crafts, exercise and health programs and other special activities for interested residents. An additional charge may be made for certain activities.
- M. Transportation.** GHBC will provide scheduled transportation at established rates to assist residents to medical appointments and scheduled programs.
- N. Guests.** Your guests are welcome at any time and must abide by the rules and regulations outlined in the Resident Handbook. Guests are permitted to stay in your apartment for up to two weeks. Special permission must be granted by the Executive Director for any stay in excess of two weeks. GHBC offers a limited number of guest rooms, which may be reserved at a fixed rate. The cost of any lodging not paid by your guests will be charged to your monthly account.
- O. New Construction at GHBC.** GL, from time to time, may add structures and landscaping which may alter the appearance of GHBC or views from existing residential living apartments.
- P. Storage.** GL may make available a limited storage area away from your residential living apartment for storage of items not required for daily use. GL shall not be liable for any damages to your property while the property is in storage.

III. HEALTH AND WELLNESS SERVICES

GHBC operates under the concept of continuing care, which recognizes the needs of the Resident as varying from active independence to increasing health care needs. Accordingly, a comprehensive range of services is offered, including wellness clinic services, assisted living and skilled nursing care. You will not be charged an additional fee for nursing services, but at all times, all fees for ancillary charges and doctors will be your responsibility and will constitute an additional charge.

- A. **Wellness Clinic Services.** GHBC provides a Clinic where you may be treated as an outpatient by licensed health care professionals arranged by GHBC or engaged by you. You are free to engage the services of any physician licensed to practice in Virginia. All health care professional services, whether arranged by you or GHBC on your behalf, shall be subject to the rules and regulations of GHBC and shall be at your expense.
- B. **Assisted Living.** GHBC provides Assisted Living for Residents requiring routine assistance with activities of daily living. Assistance and support services will be provided in accordance with those permitted and typically provided under licensure by governing authorities.
- C. **Health Care.** GHBC provides health care for Residents requiring nursing and skilled nursing care in semi-private accommodations. Private rooms, which may require an additional charge, are offered on a space-available basis. The Health Care Center is certified under the Medicare program to provide skilled nursing care. GHBC will provide such care subject to your health care needs requiring such care and meeting the eligibility requirements determined by the Medicare program. All nursing care will be in accordance with that which is permitted and typically provided under licensure and certification by governing authorities.
- D. **Medicare and Health Insurance Assignment.** You shall promptly secure enrollment in the Hospital Insurance Benefits Program under Part A of 42 U.S.C. Section 1395 ("Medicare") or equivalent insurance program and shall also promptly secure enrollment and pay the premium for the Supplementary Medical Insurance Benefits Program under Part B of Medicare or shall obtain equivalent insurance coverage acceptable to GL. Should you become entitled to public or private payments for health services, you shall make diligent application for such payments and assign such payments to GL for services provided by GL.
- E. **Supplemental Insurance.** You are responsible for Medicare co-insurance and deductible amounts.
- F. **Enrollment in a Health Maintenance Organization (HMO) or other Managed Care Plan.** You may enroll in a Health Maintenance Organization or other managed care plan for which GL is a network or contracting provider and for which

GL provides prior written consent. Prior to enrolling in any HMO or managed care plan, you shall sign an addendum to this Agreement identifying the plan and reflecting GL's approval. In the event that you are transferred to a provider participating in your managed care plan, you shall continue to pay the GHBC Monthly Fee and, additionally, all costs and charges related to the transfer to and occupancy of the participating provider. There will be no reduction in the Monthly Fee as a result of your participation in any health insurance program or managed care plans which provide for payment for services rendered or made available by GL, unless approved by the Corporation.

G. Health Related Charges. You shall pay for the following items and services, whether provided at GHBC or elsewhere, and whether arranged by you or by the Corporation on your behalf:

1. Charges of any physician, physical therapist, speech therapist or occupational therapist, dentist, podiatrist, psychologist or other health care professional;
2. Hospital, ambulance and other health care provider charges;
3. Charges for medicines, drugs, lab services and x-ray services, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, durable medical equipment, personal care supplies and other health related items.

H. Private Duty Personnel. Subject to the approval of GL, you may utilize the services of private duty personnel providing personal or nursing care services in the residential living apartment so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by GL. GL reserves the right to review credentials of all private duty personnel, to approve or prohibit the use of or to require the discontinuation of such services. You are responsible to pay for all such services. As a condition of GL's approval, all private duty personnel must provide GL with evidence that all criteria defined in the Private Duty Personnel Policy are met. You shall comply with the Private Duty Personnel Policy. In exchange for GL's consent to your request for the services of private duty personnel, you may be required to execute a Release of Liability Addendum depending on your care needs as determined by GL, which then shall be attached to this Agreement and incorporated by reference. Copies of the Conditions of Occupancy, Private Duty Personnel Policy and Release of Liability Addendum, as currently adopted and in effect, have been supplied to you prior to your execution of this Agreement. GL reserves the right to terminate your authorization to utilize the services of private duty personnel in the event that you do not comply with the requirements of this Section or the Release of Liability Addendum, or require transfer to another level of living. If transfer to another level of living is required,

then GL reserves the right to transfer you to another level of living within GHBC or to such other external care facility as GL deems appropriate.

- I. Accident Or Illness Caused By Others.** In the event you are physically injured by an individual or entity not a party to this Agreement, you grant to the Corporation a right of subrogation and authorize GL to bring such demands, claims or legal proceedings in the name of or on your behalf for purposes of recovering from any third party or third party's insurer responsible for your injury, the dollar value of all care provided by GL to you as a result of any such injury. You will cooperate and sign any documents necessary to facilitate the Corporation's ability to exercise its subrogation rights. After all costs and expenses incurred by the Corporation (including legal fees and cost of care furnished to you by GL because of such injury) have been reimbursed to the Corporation through subrogation, the balance of any recovery will be refunded to you or your estate.
- J. Response Call System.** GL shall equip your residential living apartment with a twenty-four (24) hour response call system. If you believe you are experiencing a life-threatening emergency, you should contact 911 in addition to activating the in-house response call system. In the event GL is notified of an accident or unexpected medical need of yours at GHBC, a nursing assessment will be provided. If the initial nursing assessment indicates a need for additional medical assistance, GL shall contact appropriate health care providers.
- K. Accident or Illness Away from GHBC.** In the event you suffer an accident or illness away from GHBC, and you rely on health care and support services available in the area where the accident or illness occurred, your health insurance or other resources available to you must be used for payment for such services and GL is not responsible to provide or pay for such services. You shall make every reasonable effort to notify GL of the accident or illness, and upon your return to GHBC, you shall be entitled to all benefits under this Agreement.
- L. Limitations on Care.** GHBC is not equipped to care for persons who are afflicted with uncontrolled or untreated mental illness resulting in behavior contrary to the Conditions of Occupancy, active drug or alcohol abuse, or who require specialized psychiatric care or other specialized care services not authorized or permitted under the applicable licensure regulations or high acuity nursing care services beyond routine nursing care services. If GL determines that your mental or physical condition is such that your continued presence in a residential living apartment is either dangerous or detrimental to the life, health, or safety of you or other residents or the peaceful enjoyment of GHBC by other residents, GL may transfer you to an appropriate outside facility. GL's determination shall be made in writing and approved by its Medical Director. If the transfer is for a temporary period, then you shall continue to pay the Monthly Fee and also shall be responsible for the charges for your care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply. Except in cases of co-

occupancy where only one of you is transferred, and except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where you are a danger to self or others, or to the health, safety or peace of GHBC.

IV. PAYMENT OF FEES

A. Selection of Entrance Fee Plan. GL has disclosed and explained the various Entrance Fee Plans. You have chosen the 50% Refundable Entrance Fee Plan. Under this plan, you agree to pay an Entrance Fee that is higher than that established by Goodwin Living’s standard rate schedules, in exchange for a refund option at an amount not less than 50% of the Entrance Fee Payment and a Monthly Fee as calculated in subsections B and C below.

B. Entrance Fee. You shall pay to GL an Entrance Fee by the effective date of this Agreement as follows:

Total Entrance Fee	\$ <u>.00.</u>
Less Financial Assistance	
Credit (if applicable)	\$ <u> .</u>
Less Payment Received	
with this Agreement	\$ <u>.00.</u>
Less Advance Deposit Received.....	\$ <u>.00.</u>
Less Accrued Interest.....	\$ <u>.00.</u>
Balance Due	\$ <u>.00.</u>

C. Monthly Fee. You shall pay a Monthly Fee, payable in advance on the first day of each month, as follows:

Current Monthly Fee.....	\$ <u> .00.</u>
Less Financial Assistance	
Credit (if applicable)	\$ <u> .</u>
Balance to be Paid by Resident.....	\$ <u> .00.</u>

The Monthly Fee is subject to adjustment by GL pursuant to subsection E below.

D. Costs for Other Services. You will be billed monthly for any services and supplies provided by GL but not included in the Monthly Fee. Bills for the Monthly Fee and any additional services and supplies shall be paid within ten (10) days of the billing date, or they will be subject to a late charge of 1.5% per month for each month in arrears. In the event that you fail to pay the bills of GL and your account is referred to an attorney for collection, you agree to pay all costs of collection, including reasonable attorney’s fees.

- E. Adjustment to Monthly Fee.** GL is committed to providing you with the quality services called for by this Agreement consistent with sound financial management. You understand and agree that the Monthly Fee may be increased by the Corporation from time to time, at its sole discretion, and that payment of the Monthly Fee, as adjusted, shall be your obligation under this Agreement. GL further reserves the right to make adjustments to the ancillary services provided under this Agreement. A written notice will be given to you at least thirty (30) days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.
- F. Absence Credit.** You may be eligible for a credit on the Monthly Fee due to absence from the community. Your eligibility for an absence credit will be determined in accordance with the published policy of GL in effect at the time the absence occurs.
- G. Use of Entrance Fee.** The Entrance Fee may be used in any manner deemed appropriate by GL to further its corporate purpose.
- H. Refund Provisions. In the event the Agreement is terminated, your entitlement to a refund shall be determined in accordance with the provisions set out below.**
- 1. Termination by Resident.** If you (if co-occupancy: all Residents) terminate this Agreement by written notice in accordance with the Resident's termination right under Section X(A)(2), GL will refund to you an amount equal to 100% of the Entrance Fee paid, less 2% of the Entrance Fee for each month since the effective date of this Agreement, but in no event shall the amount of the refund be less than 50% of the Entrance Fee paid. Any refund due under this provision may be conditioned upon GL's acceptance for admission of a new resident and the occupancy of your assigned apartment by such new resident.
 - 2. Termination by GL.** If GL terminates this Agreement in accordance with its termination right under Section X(B)(2), the Corporation will refund to you an amount equal to 100% of the Entrance Fee paid, less 2% of the Entrance Fee for each month since the effective date of this Agreement, but in no event shall the amount of the refund be less than 50% of the Entrance Fee paid. Refunds of monthly fee(s) will be prorated based on the remaining unoccupied days of the month in which termination takes place.
 - 3. Termination by Death.** Upon death (if co-occupancy: the death of all residents signing this Agreement), the Corporation will refund to the Resident's estate, or, alternatively, to a specific individual or trust designated by the Resident in writing provided by the Resident to the Corporation, 100% of the Entrance Fee, less 2% of the Entrance Fee for each month since the effective date of this Agreement but in

no event shall the amount of the refund be less than 50% of the Entrance Fee paid. Refunds of Monthly Fee will be made in the following manner:

- a. If the Resident no longer has an assigned apartment, the Monthly Fee is terminated on the date of death.
- b. If the Resident has an assigned apartment, the Monthly Fee then in effect shall continue at a 70% rate from the date of death until the date on which the apartment is vacated which period shall not exceed sixty (60) days. The reduced Monthly Fee shall be calculated on a daily basis, ending on the date that the Resident's property is removed from residential living apartment and keys and any other tangible items which are the property of the Corporation are returned to GL.

V. FINANCIAL ASSISTANCE POLICY

A. Granting of Financial Assistance. GL may grant financial assistance in the form of a discounted Entrance Fee or Monthly Fee, or both, under policies established by GL. Any resident whose income becomes inadequate, through no fault of their own, to pay monthly rates and personal expenses is eligible to seek financial assistance.

B. Amount of Financial Assistance. The amount of financial assistance granted is based, among other considerations, on the representations made by you at the time of application as to financial position and assets. GL may, at any time and in its sole discretion, begin, increase, decrease or terminate financial assistance because of changes in the operating costs of GL or changes in your assets or monthly income. GL reserves the right to request, from time to time, current financial statements without regard to whether financial assistance has been applied for or is then being provided. Failure to disclose all assets in application forms or in financial statements provided to GL shall constitute good cause for termination of this Agreement in accordance with the provision of Virginia Code §38.2-4905(A)(8)(v) and (vi).

C. Claim Against Estate. In the event you have received financial assistance from GL, by your signature to this Agreement, you direct your personal representative, upon your death, to pay to GL as a first lien against the assets of your estate, the aggregate amount of financial assistance you have received. You will not make any gift of real or personal property in contemplation of or subsequent to the execution of this Agreement, which would diminish your estate or GL's claim. This provision shall apply irrespective of whether you are an occupant of one of the GL communities at the time of death. GL may deduct the full amount of financial assistance from any refund that may become due to you or your estate.

D. Duties of Recipient of Financial Assistance. As a recipient of financial assistance, you shall:

1. Apply for and diligently seek the benefit of any public assistance program for which you might qualify, including, but not limited to, Medicaid, Social Security, Supplemental Security Income, Aid to the Blind, and Veteran's Pensions. Any such benefits may be taken into account in adjusting the amount of financial assistance.
2. Report promptly to GL receipt of any property or any material increase or decrease in the value of your income or assets, whether as the result of gift, inheritance, change in public assistance benefits or otherwise.
3. Refrain from transferring any material assets for less than fair market value, whether by gift, sale or otherwise. You hereby represent that you have not transferred any material assets for less than fair market value in contemplation of residence at GL.
4. Execute any instrument, including notes, assignments, security agreements and deeds of trust, that GL deems necessary or desirable to evidence or secure its claim for repayment of any financial assistance.
5. Any violation of these provisions shall constitute good cause for termination of this Agreement in accordance with the provision of Virginia Code § 38.2-4905 (A)(8)(v) and (vi).

E. Accommodations. GL reserves the right to select the location and type of accommodations it deems most appropriate for any resident receiving financial assistance.

VI. RIGHTS AND OBLIGATIONS OF RESIDENT AS TO PROPERTY

- A. Resident's Rights.** Your rights under this Agreement are purely personal and may not be assigned, transferred, inherited or devised. Although you are granted the right to occupy an assigned apartment, this Agreement is not a lease, and you are granted no right of ownership of any property of the Corporation. You agree that your rights under this Agreement, including your right to a full or partial refund, will at all times be subordinate to the rights of any lender under any mortgage, deed of trust or other security interest that the Corporation has given with regard to any of its property, or which it may give in the future, and that this subordination will extend to all amendments, modifications, replacements or refinancing thereof.
- B. Right of Entry.** Employees of the Corporation shall have the right to enter your apartment at any time to respond to fire or medical alerts and for other emergency

purposes. With prior announcement and at reasonable times, GL shall have the right to enter your apartment to perform housekeeping, maintenance and inspection functions.

- C. Removal of Property.** Upon termination of this Agreement or permanent transfer to a level of living other than residential living, all of your property is to be removed from the residential living apartment within a period not to exceed sixty (60) days, during which period the Monthly Fee then in effect shall continue at a reduced rate of 70%, calculated on a daily basis until all such property is removed, whichever is earlier. If your property remains unclaimed upon the expiration of the sixty (60) day period, we reserve the right to remove your property from the residential living apartment and to dispose of it. You or your estate shall be obligated to pay all costs for the removal and/or disposal of your property.
- D. Damage or Loss of Property.** You shall insure your property and person against casualty and theft loss, in addition to having coverage for any damage to the Corporation or other residents that may be a result of actions caused by you. The Corporation shall not be responsible for damage or loss of any of the Resident's property by casualty, theft or other cause. You shall provide GL with Certificates of Insurance verifying required coverage. Policies shall be endorsed so as to provide that GL shall receive thirty (30) days prior written notice of cancellation or non-renewal.
- E. Responsibility for Damages.** You shall reimburse the Corporation for any costs incurred or damages suffered by the Corporation resulting from carelessness, negligence or wrongful acts of you or your guests.
- F. Indemnification.** You shall indemnify and hold GL harmless from and against, and be responsible to pay for, any damages, including attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification, resulting from any injury to or death of any person or other resident, or resulting from any damage to or loss of the property of any person or resident, caused by your acts or omissions, to the fullest extent permitted by law.

VII. TRANSFER TO ASSISTED LIVING OR THE HEALTH CARE CENTER WITHIN GHBC OR TRANSFER TO AN OUTSIDE FACILITY

- A. Conditions of Occupancy.** You shall have the right to occupy the residential living apartment for so long as you satisfy the Conditions of Occupancy. Whenever it is deemed necessary by GL, in its sole discretion, GL shall have full authority to conduct a Health Evaluation Process to determine your ability to satisfy the Conditions of Occupancy.

B. Decision to Transfer

1. **Authority to Transfer.** GL may transfer you from and between the residential living apartment and Assisted Living, the Health Care Center or any other appropriate care facility, if GL determines that such a move should be made because of your inability to comply with the Conditions of Occupancy, or for your health and safety, the health, safety and peaceful enjoyment of other residents, for the proper operation of GHBC, to comply with regulations of the Virginia Department of Social Services, the Virginia Department of Health, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or to otherwise meet the requirements of law. If you are transferred permanently to Assisted Living, the Health Care Center or to any other appropriate facility authorized under this Agreement, GL may declare your residential living apartment vacant and reassign the residential living apartment to another resident.

2. **Role of Medical Director.** GL will appoint a medical doctor licensed to practice medicine in the Commonwealth of Virginia as its Medical Director. Upon certification by the Medical Director or your attending physician, that you are no longer capable of meeting the Conditions of Occupancy of the residential living apartment, you or your next of kin, legal representative or agent acting on your behalf, will be notified by GL that arrangements will be made for your immediate transfer to Assisted Living, the Health Care Center or another appropriate care facility. GL shall not be liable for acting in accordance with the certification of the Medical Director or your attending physician. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by GL in its sole discretion. GL shall consider your opinion and the advice of a family representative, if available, and, if requested and at your expense, a private physician. Your opinion and the advice of family and of your physician are advisory only, and shall not be binding on GL.

- C. Transfer to Assisted Living or Health Care Center at GHBC.** If you become ill or incapacitated, and in the opinion of the Admissions and Assessment Committee, with the advice of the Medical Director, the illness or incapacity requires you to be transferred to Assisted Living or the Health Care Center, such care will be available either on a temporary or permanent basis. During your temporary occupancy in Assisted Living or the Health Care Center, the Admissions and Assessment Committee, with the advice of the Medical Director or your physician and, if reasonably available, family members, will determine whether or not the stay in Assisted Living or the Health Care Center is temporary or permanent. If the Admissions and Assessment Committee determines that your health is such that occupancy in Assisted Living or the Health Care Center will be permanent, your residential living apartment will be released (if not occupied by another resident) and made available for occupancy by another resident. In the event that

GL decides that the transfer is permanent, you shall surrender the residential living apartment within thirty (30) days of notice of its decision.

D. Transfer to Hospital or Other Outside Specialized Care Facility. In the event that hospitalization or specialized care or other outside care of you becomes necessary as determined by the Admissions and Assessment Committee, with the advice of GL's Medical Director, you will be transferred to a hospital, Special Service Facility, or other outside health care provider. The Admissions and Assessment Committee, with the advice of the Medical Director, may declare your residential living apartment vacant (unless occupied by another resident) if you have been transferred to a hospital, Special Service Facility or other outside health care provider for health conditions which, in the opinion of the Medical Director, require permanent or prolonged residence in the outside facilities. You shall surrender the residential living apartment within thirty (30) days after notice of GL's determination that the transfer will be permanent.

E. Costs Related to Transfer to an Outside Facility

1. **Single Occupancy.** During any temporary transfer to an outside health care facility or Special Service Facility or hospital, you shall continue to pay the Monthly Fee and all costs and charges related to the transfer to the outside facility. You shall also pay the charges for all care in an outside facility except when you are transferred to an outside personal or nursing care provider because of the unavailability of appropriate accommodations at GHBC as set forth in subsection (3) below. Upon permanent transfer to an outside facility, and upon surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions of this Agreement. Any refund due shall be paid in accordance with the refund provisions of this Agreement.

2. **Co-Occupancy**

a. **Transfer of One Resident.** During any temporary transfer of one Resident to an outside facility, the Monthly Fee shall continue to be due and payable. Upon the permanent transfer of one Resident to an outside facility, the Monthly Fee shall be reduced to the single occupancy rate for the residential living apartment. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital, except as provided in subsection (3) below.

b. **Transfer of Both Residents.** In the event both Residents are temporarily transferred to an outside facility, the Monthly Fee shall continue to be due and payable. In the event both Residents are

permanently transferred to an outside facility, then, after the surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital, except as provided in subsection (3) below.

3. **Transfer Because of Insufficient Space.** If, in the opinion of the Medical Director or the Admissions and Assessment Committee, you require prompt access to nursing care or assisted living within GHBC and no space is available, then you may be transferred to an outside facility selected by GL with accommodations substantially equivalent to the accommodations in the Health Care Center or Assisted Living for a temporary period and until such time as nursing care or assisted living within GHBC becomes available. You shall have access to the next available accommodation in the Health Care Center or Assisted Living. When you reside in an outside nursing or assisted living facility because of insufficient space and are receiving care which you would otherwise receive in the Health Care Center or Assisted Living, you shall pay the same charges for nursing and assisted living care as if receiving care in the Health Care Center or Assisted Living. GL shall pay on your behalf to the outside nursing or assisted living facility that facility's daily rate for your care in equivalent accommodations. You shall pay the outside facility's charges for additional services or other services which are not included in the outside facility's daily rate. GL reserves the right to arrange for the provision of temporary nursing or assisted living in the residential living apartment with the approval of the attending physician or Medical Director.

F. Release of or Return to Residential Living Apartment After Transfer

1. **Temporary Transfer.** If you are admitted temporarily to Assisted Living, the Health Care Center, or a hospital or other outside facility, with a medical prognosis of recovery and return to health consistent with the Conditions of Occupancy, then you shall retain occupancy of the residential living apartment for the purpose of resuming residency. During any period of temporary transfer, you shall continue to pay the applicable Monthly Fee for the residential living apartment. You may return to the residential living apartment which has been retained in accordance with the terms of this provision at such time as GL determines that you can satisfy the Conditions of Occupancy.
2. **Permanent Transfer.** If you are permanently transferred to Assisted Living, the Health Care Center, or a hospital or other appropriate outside

facility, you shall surrender and vacate the residential living apartment within thirty (30) days of written notice of GL's decision to permanently transfer you. If the Admissions and Assessment Committee, with the advice of the Medical Director, determines that you subsequently have recovered sufficiently to satisfy the Conditions of Occupancy of a residential living apartment, you, upon request, shall be eligible for consideration to receive the next available residential living apartment with a floor plan comparable to the one relinquished.

VIII. CHANGE OF APARTMENT

The Corporation may, in appropriate circumstances, approve your request to move to another apartment within GHBC. Correspondingly, the Corporation reserves the right to relocate you to another apartment in order to undertake repairs, refurbishment or enhancement of your existing apartment. Where the relocation is temporary in nature, the Corporation will assign to you an apartment nearest in size to your existing unit, depending upon availability. In the event of a major renovation affecting multiple units, a permanent relocation may be made. In such event, the Corporation will utilize its best efforts to transfer you to an apartment of the same size, or larger, than your existing unit. In the event of a permanent relocation, whether at your request or ours, the Corporation shall determine, in its sole discretion, the amount of any additional Entrance Fee or any refund or credit of such that may be appropriate to the new apartment.

IX. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

- A. Non-Resident.** In the event you desire to marry or cohabitate with another person, the proposed additional occupant must be eligible for admission under the Corporation's health and financial status policies. The additional occupant shall execute an Agreement with the Corporation upon such terms and conditions as are agreed upon by the Corporation, the Resident and the additional occupant, and in no case shall the Entrance Fee for the additional occupant be less than that charged for a single person in the smallest apartment. The Monthly Fee shall be increased to the rate applicable for two people living in an apartment of the size occupied by you and the additional occupant. If the proposed additional occupant does not meet the eligibility requirements for admission under this Agreement, the Corporation may enter into an alternate Agreement for occupancy and services at its sole discretion.
- B. Other Resident.** In the event that you desire to marry or cohabitate with another resident admitted under a separate Resident Agreement, and thereafter occupy a single residential living apartment, then you and the other resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two residential living apartments occupied by you and the other resident shall be thereafter occupied jointly. The residential living apartment not designated

for joint occupancy must be surrendered on or before the date of the proposed move to the designated residential living apartment. Any applicable refund shall be paid to the resident surrendering his/her residential living apartment upon the termination of the resident's Resident Agreement, but only after the vacated residential living apartment has been reoccupied by another resident and the applicable Entrance Fee for the residential living apartment has been paid in full by the reoccupying resident. Each one of you shall then be treated as a Resident, and any subsequent refund shall be paid in accordance with the refund provisions of this Agreement relating to co-occupancy, unless otherwise agreed upon in writing. In the event you request to move to a larger residential living apartment not then occupied by you or your anticipated resident, then subject to GL's approval and the availability of a larger residential living apartment, you and such other person shall pay an additional fee, which shall be equal to the amount, if any, by which the then current Entrance Fee for co-occupancy of the selected residential living apartment exceeds the sum of the initial Entrance Fee paid by you and your anticipated resident. The additional fee shall be immediately payable to GL, and the Monthly Fee for co-occupancy of the designated residential living apartment shall be paid commencing upon transfer. This Agreement shall be amended to reflect the change in the residential living apartment, the change in the Monthly Fee, and any other matters reasonably necessary for your transfer to the designated or alternative residential living apartment.

X. TERMINATION OF AGREEMENT

A. Termination by Resident

1. **Right of Rescission and Seven (7) Day Rescission Period.** You may terminate this Agreement for any reason, without penalty or forfeiture, within seven days after the effective date of this Agreement. In no case shall you be required to move into GHBC before the expiration of this seven-day period.
2. **Voluntary Termination Upon Notice.** You may terminate this Agreement for any reason at any time by giving written notice to the Corporation at least thirty (30) days before the last day of residency. You agree to pay the Monthly Fee during the thirty (30) day notice period, as well as all amounts owed to GL and any expenses incurred by GL in connection with termination, including any necessary repairs to your apartment.

B. Termination by GL

1. **Events Precluding Occupancy.** Prior to occupancy, this Agreement shall automatically terminate upon death or a material illness, injury or incapacity that precludes occupancy between the time of executing this Agreement and

the actual effective date. In such case, the Resident or Resident's estate shall receive a full refund of the Entrance Fee payment.

2. **Termination for Good Cause.** GL may terminate this Agreement at any time for good cause. Good cause shall be limited to:
- a. Conduct that constitutes a danger to the life, health or safety of self or others;
 - b. Failure to pay the Monthly Fee and other charges made under the terms of this Agreement;
 - c. Repeated conduct that interferes with other residents' quiet enjoyment;
 - d. Persistent failure to comply with the Corporation's written rules and regulations for residents of GHBC as in effect from time to time;
 - e. A material misrepresentation made intentionally or recklessly in the application for residency, or in related materials, regarding information that, if accurately provided, would have resulted in either a failure to qualify for residency or a material increase in the cost of providing care and services provided under this Agreement; or
 - f. A material breach of the terms and conditions of this Agreement.

If termination of the Agreement is contemplated for good cause, GL will provide thirty (30) days' written notice unless continued occupancy threatens the life, health or safety of a resident or others, in which case such notice as is reasonably practicable under the circumstances will be provided to the resident or the resident's representative and the termination of this Agreement may be effective immediately. In the event that the basis for termination is conduct or a condition that is capable of cure, GL will provide an opportunity to cure such conduct or condition within a reasonable period.

- C. Termination by Death.** This Agreement shall automatically terminate upon death.
- D. No Accrual of Interest.** No interest will accrue to the benefit of you or your estate on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

XI. CO-OCCUPANCY

When more than one resident executes this Agreement, the amount of the Entrance Fee and provisions governing refunds and the Monthly Fee will be based on the co-occupancy provisions in section IV(H) of this Agreement. Each Resident will be jointly and severally responsible for the terms of this Agreement. Accordingly, in the event of termination by death, this Agreement shall not terminate until the death of the last surviving Resident, and in the event of voluntary termination, this Agreement shall not terminate until termination by the last occupying Resident.

XII. ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

- A. Legal Guardian.** If you become incapacitated or unable to properly care for yourself or your property, and no representative has been lawfully designated to act on your behalf or no lawfully designated representative is available or willing and able to act on your behalf, then GL may institute legal proceedings to adjudge you incapacitated and have a guardian appointed for you or your estate or both. You authorize GL to nominate a legal guardian to serve subject to court approval, and you release GL from any liability related to the nomination. All costs of such legal proceedings, including attorneys' fees, shall be paid by you or the legally appointed guardian of your estate.
- B. Will and Funeral Arrangements.** You shall, prior to the date of occupancy, provide to GL in writing the name of the personal representative (whether executor, executrix or trustee) appointed in your estate planning documents, the name of the funeral director responsible for your burial or cremation, and the plan for disposition of your personal property placed at GHBC upon death. You agree to provide written notice to GL of any changes to the foregoing information during the period of your residence.
- C. Advance Directives**
1. **Power of Attorney.** You are encouraged to furnish GL, no later than the date of occupancy, a durable power of attorney executed by you which shall be maintained in the files of GHBC.
 2. **Living Will.** If you have executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, you shall provide a copy of the living will to GL prior to occupancy, and a copy of any revisions or changes made to the document during your term of occupancy. In the event of transfer to the Health Care Center, GL shall comply with your instructions or requests as reflected in your living will, if your advance directive is consistent with law and its policy, as such policy may change from time to time. If GL cannot comply with your advance directive as reflected in your living will, then it shall assist in arranging for your transfer to another health care

provider, if reasonably available, which will comply with your advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and you shall be responsible to pay such costs.

XIII. OTHER RIGHTS AND OBLIGATIONS OF RESIDENT

- A. Resident's Compliance Obligations.** You shall comply with the rules, regulations, policies and procedures established by GL and such amendments, modifications or changes in such rules, regulations, policies and procedures as may be adopted from time to time by GL.
- B. Pets.** Under limited circumstances as approved by GL, you may have a pet so long as it meets the requirements of its pet policy. You shall assume financial responsibility and any obligations for any damage caused by the pet, which will be secured by paying a deposit at the time of move-in. The pet policy is subject to change from time to time. If you require the assistance of a pet due to your health condition or disability, you shall not be required to pay the pet deposit. GL reserves the right to rescind approval of the pet if it determines that the pet constitutes a nuisance or danger to GHBC, or threatens the quiet enjoyment of other residents. Upon termination of this Agreement, all or a portion of the pet deposit may be refundable as determined by GL, in its discretion.
- C. Smoking.** GHBC is a smoke restricted community. Smoking is not permitted anywhere on GHBC's campus, including common areas, except in designated smoking areas, in accordance with GL's smoking policy described in the Resident Handbook. You shall assume full financial responsibility, which may be substantial, for any damage caused by smoking in your residential living apartment. GHBC may terminate this Agreement for non-compliance with the smoking policy in accordance with the provision of Virginia Code §38.2-4905 (A)(8)(iii) and (vi). You are responsible for paying any and all damages to the residential living apartment resulting from smoking, including painting and refurbishing costs which will be substantially more than routine refurbishment costs, due to smoke damage. Upon termination of this Agreement, GL may deduct from any refund otherwise due under section IV(H) of this Agreement all refurbishment costs arising from smoke damage, as determined by GL, in its discretion.
- D. Trade, Business or Occupation.** You may utilize any residential living apartment to engage in a trade, business or other occupation with prior approval from the Executive Director. GL will not be liable for any trade, business or occupation conducted in any residential living apartment. No trade, business or occupation will be allowed that would infringe upon the quiet enjoyment of other residents.
- E. Keys and Locks.** GL shall provide you with a set of keys to access your residential living apartment and the common areas within GHBC. If you wish to make a duplicate of a key, the key must be duplicated through services provided by GL.

You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining GL's approval. Upon GL's approval, the key to be distributed to an individual identified by you must be registered with GL. GL shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the residential living apartment without GL's express written consent. If GL approves your request to install such locks, you shall provide GL with a key to each lock. Upon termination, you agree to surrender all keys to the residential living apartment to GL.

- F. Medical Examinations.** You agree to have a medical examination if GL makes a determination, in its sole discretion, that you are unable to meet the Conditions of Occupancy. The cost of the medical examination shall be paid by you.
- G. Motor Vehicle Operating Privileges.** You shall operate a motor vehicle in accordance with the rules and regulations reflected in the Resident Handbook, which include, but are not limited to, legal speed limits and safe driving procedures and practices. GL reserves the right to revoke your driving and parking privileges on its property if you do not abide by the applicable rules, regulations, policies and procedures.
- H. Release Regarding Conduct of Guests.** GL assumes no responsibility for the conduct of guests, and you hereby agree that you will assert no claim against GL for personal injury to you or damage to your personal property arising from or related to the conduct of guests.
- I. Community Fire Drills.** You must participate in and adhere to all fire drills and emergency drills if you are present on GHBC's premises.

XIV. CASUALTY LOSS

In the event the residential living apartment occupied by you, or the building in which the residential living apartment is located, is destroyed or so damaged by fire or other casualty so as to render the residential living apartment or the building generally unfit for occupancy, GL will endeavor in good faith to rebuild and replace the residential living apartment and/or building with substantially similar accommodations unless doing so would threaten its financial viability. If the damage does not render the residential living apartment unfit for occupancy, GL shall be obligated to rebuild or repair the damage to the residential living apartment as soon as reasonably possible for occupancy by you, and this Agreement shall remain effective unless the parties may otherwise mutually agree. In the event you are unable to occupy the residential living apartment for any period of time during any reasonably necessary period of restoration of the residential living apartment, the Monthly Fee shall be reduced proportionately, unless a vacant residential living apartment is available within GHBC or outside GHBC for your temporary occupancy. In

the event that GL determines that rebuilding threatens its financial viability so as to preclude replacement of the residential living apartment or building, then GL will strive to develop an alternative restoration plan in which GL will exercise its best efforts to locate, identify or provide, if financially feasible as determined by it, reasonable alternative accommodations for any resident affected by such a loss.

XV. GHBC'S GRIEVANCE PROCEDURE

- A. Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident or in any other way, you shall make your complaint known to GHBC's staff and follow the grievance procedure as described in the Resident Handbook.
- B. GHBC's Obligations.** GHBC will review and investigate the complaint and provide a response to you.

XVI. MISCELLANEOUS

- A. Resident Records.** You consent to the release of your personal and medical records maintained by GL for treatment, payment and operations as determined reasonably necessary by it. Any such release may be to GL's employees, agents and to other health care providers from whom you receive services, to third-party payors of health care services, to any Managed Care Organization in which you may be enrolled, or to others deemed reasonably necessary by GL for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from you where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain your records without your written consent or authorization.
- B. Representations.** The application, financial statement and health history statement filed with GL are incorporated in this Agreement by reference. You acknowledge that all statements contained therein are true and that there have been no material omissions or adverse changes unless such representations have been subsequently conveyed to GL in writing.
- C. Binding Effect.** The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Corporation and you and your respective heirs, distributees, executors, administrators, attorneys-in-fact, committees and successors.
- D. Residents' Rights.** The Resident acknowledges that he or she has been informed of and had explained to him or her the following:

Residents' Rights. The Resident acknowledges that he has been informed and had explained to him the following:

1. Title 63.2-1808 of the Code of Virginia (Rights and Responsibilities of Residents of Assisted Living Facilities).
2. The policies and procedures of GL for implementing Title 63.2-1808 of the Code of Virginia.
3. GL's policy regarding weapons on the premises.

E. Entire Agreement. This Agreement, including all Addenda, constitutes the entire Agreement between the Corporation and you.

F. Waiver of One Breach Not a Waiver of Any Other. The failure of GL in any one or more instances to insist upon your strict performance and observance of compliance with any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment by the Corporation of its right to insist upon your future strict compliance.

G. Governing Law. The parties agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement, the interpretation of its language, and any questions concerning performance and discharge.

H. GL's Modification of Agreement and Policies. GL reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to modify unilaterally its rules, regulations, policies and procedures.

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

J. Notice. Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when post-marked, postage prepaid and addressed as follows:

To GHBC:

**Attn: Executive Director
4800 Fillmore Avenue
Alexandria, VA 22311**

To Resident (before occupancy):

After occupancy, notice will be provided to you where you reside at the time the notice is given.

K. Consent to Assignment. You consent to the assignment by GL of its right, title and interest in this Agreement.

IN WITNESS WHEREOF, Goodwin House Incorporated d/b/a Goodwin Living, through its duly authorized representative, and you have executed this Agreement to be effective as of the date first above written. You attest to having read this Agreement, having had any questions regarding its provisions answered and having understood its provisions.

GOODWIN HOUSE INCORPORATED d/b/a GOODWIN LIVING

By: _____
Authorized Representative

Resident

Resident

Effective January 1, 2009

RESIDENT AGREEMENT
Long-Term Care Insurance Plan
Goodwin House Incorporated d/b/a Goodwin Living

Goodwin House Bailey's Crossroads
3440 South Jefferson Street
Falls Church, VA 22041

INTRODUCTION

This Resident Agreement (the "Agreement") is made and entered into by and between Goodwin House Incorporated d/b/a Goodwin Living, a Virginia not-for-profit corporation (hereinafter referred to as "GL" or "the Corporation"), and (hereinafter referred to as "you," "your" or "the Resident" and when two individuals sign this Agreement for co-occupancy, they are referred to collectively as "Resident" where the context permits, and individually as "Resident"). This Agreement shall be deemed effective on

GL owns and operates a continuing care retirement community (CCRC) for older adults known as Goodwin House Bailey's Crossroads ("GHBC"), located in Fairfax County, Virginia. Older adults means persons 55 years of age or older. GHBC consists of residential living apartments, community and amenity areas, a continuum of health and wellness services and various support facilities. GHBC is licensed, in part, as Assisted Living by the Virginia Department of Social Services and, in part, as a Health Care Center by the Virginia Department of Health.

You have requested to enter into the Agreement with GL for residence and services at GHBC. As a continuing care community, GHBC is able to meet the changing needs of its residents by offering various levels of living accommodations and services as described in this Agreement.

GL's mission statement is as follows:

The mission of Goodwin Living is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

THIS DOCUMENT CONSTITUTES A BINDING CONTRACT IN WHICH GL AND YOU AGREE TO THE FOLLOWING:

THE PARTIES AGREE:

I. DEFINITIONS OF WORDS AND PHRASES

ADMISSIONS AND ASSESSMENT COMMITTEE: A committee comprised of key administrative staff including the Medical Director, Executive Director and representatives from

Nursing, Marketing and Social Work who review, discuss and make decisions regarding eligibility for admission to appropriate levels of living within the community. The members of the committee are subject to change from time to time.

AGREEMENT: This Resident Agreement.

AGREEMENT FOR OPTIONAL FURNISHINGS OR FIXTURES: A separate agreement for individuals who elect to pay for additional furnishings or fixtures beyond what is provided by GL.

ASSISTED LIVING: A level of living licensed by the Commonwealth of Virginia where daily assistance is provided in comfortable studio or one-bedroom accommodations. Assistance with various activities of daily living and/or instrumental activities of daily living is provided, such as: health, personal care, medication and nutrition management, housekeeping, cultural enrichment programming, education and twenty-four (24) hour access to professional nursing services.

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

ENTRANCE FEE: The initial fee charged as a condition of admission to a GL life plan community.

HEALTH CARE CENTER: The licensed nursing care facility of GHBC.

HEALTH EVALUATION PROCESS: Health and wellness assessment utilized for residential living residents which measures and tracks residents' health and identifies areas of concern and need for services.

MEDICAL DIRECTOR: The licensed physician designated by GL to oversee the medical affairs of GHBC and to coordinate the provision of personal and health care services to residents in conjunction with the residents' personal physicians.

MEMORY SUPPORT: A level of living designed for persons with Alzheimer's disease or a related dementia where assistance is provided twenty-four (24) hours a day in a secured living environment.

MONTHLY FEE: The monthly charge for occupancy.

PRIVATE DUTY PERSONNEL POLICY: A policy regarding the utilization of private duty personnel in all levels of living.

RESIDENT HANDBOOK: A publication reflecting many of the rules, regulations, policies, and administrative procedures of GHBC. You are obligated to comply with the rules, regulations, policies, and procedures described in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights to you and is subject to change from time to time.

SPECIAL SERVICE FACILITY: A psychiatric institution, drug or alcohol treatment facility, renal treatment facility (dialysis), rehabilitation unit, subacute or transitional care provider, including other licensed nursing facilities providing specialized medical care and treatment, such as some sub-acute services, not provided by GL.

II. ACCOMMODATIONS & SERVICES

GL agrees to furnish you accommodations and services described in this Agreement and you agree to abide by obligations described herein.

- A. **Accommodations.** You shall have a personal, non-assignable right to reside in Apartment # _____ at GHBC, subject to relocation as hereinafter described.
- B. **Structural Changes.** Any structural or physical change to your apartment requires prior written approval by the Executive Director or designee. The cost of any such change requested shall be borne by you and may include a charge for the supervision and direction provided by GL in implementing the change. Approval of such change may be conditioned upon your agreeing to bear the cost of restoring your accommodations to their original condition upon termination of this Agreement and may require pre-payment for restoration at the time the work is completed.
- C. **Furnishings.** Furnishing of the residential living apartment is your responsibility. GL will provide furnishings as may be reasonably required in the health care settings; however, you are encouraged to furnish such accommodations should your health needs require a permanent relocation. You will not conduct or permit any activity or store or use any equipment deemed hazardous by GL.
 - 1. **Additional Furnishings or Appliances.** You may request and GL may permit, at your additional expense, optional appliances or furnishings which may require a modification or alteration of the residential living apartment for installation. If the request is made prior to occupancy, the cost of any additional furnishings or appliances shall be paid prior to the start of work. If the request is made after occupancy, you shall pay for additional furnishings or appliances prior to installation. Upon installation, all additional furnishings and appliances immediately become GL's property and shall remain in the residential living apartment after the termination of this Agreement. The Agreement for Optional Furnishings or Fixtures reflecting all additional items and charges signed by you and GL is hereby incorporated by reference.
- D. **Utilities.** GL will provide the utilities reasonably required in connection with the occupancy of your living accommodations (water, heating, air conditioning, electricity), subject, however, to the unavailability of such services to GHBC.
- E. **Laundry and Linens.** GL will provide routine bed linen and towel service.

- F. Interior and Exterior Maintenance and Repairs.** GL will maintain and repair its own improvements, furnishings and equipment. Repairs, maintenance and replacement of your property and furnishings, including additional furnishings or appliances, shall be your responsibility and are not included in the Monthly Fee. Maintenance and repair of GL's property, equipment or appliances necessitated by your neglect or abuse as GL determines, shall be paid by you.
- G. Buildings and Grounds.** GL will maintain grounds and driveways, including lawn, trees, and shrubbery care, and snow and trash removal. You may plant and maintain designated garden areas at your own expense.
- H. Housekeeping.** GL will provide housekeeping service weekly. A description is outlined in the Resident Handbook. You agree to maintain your accommodations in a clean, safe and orderly condition as required by health and safety regulations.
- I. Parking.** GL provides designated and unassigned areas for resident parking. Parking is limited to one space per apartment. Second cars may be accommodated on a space-available basis and may require an additional fee. Parking space is not available for the storage or parking of recreational vehicles, boats or other large vehicles. Parking space is not transferable to family members or friends if Resident is no longer driving. Cars must be registered and insured and must be removed from the property if Resident is no longer driving the vehicle.
- J. Meals and Dining Services.**
1. GL offers a dining dollars program which provides the dollar equivalent of one dinner meal for the number of days in the month. These dining dollars may be used in any of the dining venues in the community for any meal. Amounts over the published dining dollar amounts will be billed to the resident the following month.
 2. We will provide residents in Assisted Living, Memory Support, or the Health Care Center three meals daily. Cost adjustments to the monthly fee will be made in accordance with published pricing to accommodate the difference in meals from your plan in place prior to your entering Assisted Living, Memory Support or the Health Care Center.
 3. Invited guests may use the dining facilities at your expense. Guest meals are charged on a fixed rate cost per meal basis. Any meal charges not paid by your guests will be charged to your monthly account.
 4. Catering services are available at an additional charge.
 5. Meal delivery service shall be provided at no additional charge to you as approved by the clinic staff or designee in the event of illness or other extenuating circumstances. Optional meal delivery service may be provided at the rate established by GL.

Residents may add dollar amounts after move-in subject to residents providing a thirty (30) day advance notice to GL, which will be effective the beginning of the month following the notice.

K. Community Areas and Amenities. GHBC provides a variety of common areas and amenities for the use and benefit of residents.

L. Activities. GHBC will provide planned and scheduled social, recreational, educational and cultural activities, arts and crafts, exercise and health programs and other special activities for interested residents. An additional charge may be made for certain activities.

M. Transportation. GHBC will provide scheduled transportation at established rates to assist residents to medical appointments and scheduled programs.

N. Guests. Your guests are welcome at any time and must abide by the rules and regulations outlined in the Resident Handbook. Guests are permitted to stay in your apartment for up to two weeks. Special permission must be granted by the Executive Director for any stay in excess of two weeks. GHBC offers a limited number of guest rooms, which may be reserved at a fixed rate. The cost of any lodging not paid by your guests will be charged to your monthly account.

O. New Construction at GHBC. GL, from time to time, may add structures and landscaping which may alter the appearance of GHBC or views from existing residential living apartments.

P. Storage. GL may make available a limited storage area away from your residential living apartment for storage of items not required for daily use. GL shall not be liable for any damages to your property while the property is in storage.

III. HEALTH AND WELLNESS SERVICES

GHBC operates under the concept of continuing care, which recognizes the needs of the Resident as varying from active independence to increasing health care needs. Accordingly, a comprehensive range of services is offered including wellness clinic services, assisted living, and skilled nursing care. Your agreement includes 90 days of either assisted living or nursing care not covered by Medicare A, or a combination of the two, during your lifetime without a change in your Monthly Fee (the "Covered Days"). After the Covered Days are exhausted, you will be charged for your stay in assisted living or nursing care at the established monthly or daily rate then in effect for residents not covered by a continuing care resident agreement (the "Private Pay Rate"). At all times, all fees for ancillary charges and doctors will be your responsibility and will constitute an additional charge.

- A. Wellness Clinic Services.** GHBC provides a Clinic where you may be treated as an outpatient by licensed health care professionals arranged by GHBC or engaged by you. You are free to engage the services of any physician licensed to practice in Virginia. All health care professional services, whether arranged by you or GHBC on your behalf, shall be subject to the rules and regulations of GHBC and shall be at your expense.
- B. Assisted Living.** GHBC provides Assisted Living for Residents requiring routine assistance with activities of daily living. Assistance and support services will be provided in accordance with those permitted and typically provided under licensure by governing authorities. After the Covered Days are exhausted, the private pay rates will apply if you require temporary or permanent accommodations in the Assisted Living
- C. Health Care.** GHBC provides health care for Residents requiring nursing and skilled nursing care in semi-private accommodations. Private rooms, which may require an additional charge, are offered on a space-available basis. The Health Care Center is certified under the Medicare program to provide skilled nursing care. GHBC will provide such care subject to your health care needs requiring such care and meeting the eligibility requirements determined by the Medicare program. All nursing care will be in accordance with that which is permitted and typically provided under licensure and certification by governing authorities. If not covered by Medicare, and after all Covered Days are exhausted, you will be charged the private pay rates if you require temporary or permanent accommodations in the Health Care
- D. Medicare and Health Insurance Assignment.** You shall promptly secure enrollment in the Hospital Insurance Benefits Program under Part A of 42 U.S.C. Section 1395 ("Medicare") or equivalent insurance program and shall also promptly secure enrollment and pay the premium for the Supplementary Medical Insurance Benefits Program under Part B of Medicare or shall obtain equivalent insurance coverage acceptable to GL. Should you become entitled to public or private payments for health services, you shall make diligent application for such payments and assign such payments to GL for services provided by GL.
- E. Supplemental Insurance.** You are responsible for Medicare co-insurance and deductible amounts.
- F. Enrollment in a Health Maintenance Organization (HMO) or other Managed Care Plan.** You may enroll in a Health Maintenance Organization or other managed care plan for which GL is a network or contracting provider and for which GL provides prior written consent. Prior to enrolling in any HMO or managed care plan, you shall sign an addendum to this Agreement identifying the plan and reflecting GL's approval. In the event that you are transferred to a provider participating in your managed care plan, you shall continue to pay the GHBC Monthly Fee and, additionally, all costs and charges related to the transfer to and occupancy of the participating provider. There will be no reduction in the Monthly

Fee as a result of your participation in any health insurance program or managed care plans which provide for payment for services rendered or made available by GL, unless approved by the Corporation.

- G. Long-Term Care Insurance Premiums.** You are responsible for maintaining the premiums for any Long-Term Care Insurance you carry. Under this contract, you are required to notify GL if there is any change in coverage status. If for any reason, your Long-Term Care Policy expires, you will still be responsible for the Private Pay rates after the Covered Days are exhausted if Assisted Living or Nursing Care is required.
- H. Health Related Charges.** You shall pay for the following items and services, whether provided at GHBC or elsewhere, and whether arranged by you or by the Corporation on your behalf:
1. Charges of any physician, physical therapist, speech therapist or occupational therapist, dentist, podiatrist, psychologist or other health care professional;
 2. Hospital, ambulance and other health care provider charges;
 3. Charges for medicines, drugs, lab services and x-ray services, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, durable medical equipment, personal care supplies and other health related items.
- I Private Duty Personnel.** Subject to the approval of GL, you may utilize the services of private duty personnel providing personal or nursing care services in the residential living apartment so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by GL. GL reserves the right to review credentials of all private duty personnel, to approve or prohibit the use of or to require the discontinuation of such services. You are responsible to pay for all such services. As a condition of GL's approval, all private duty personnel must provide GL with evidence that all criteria defined in the Private Duty Personnel Policy are met. You shall comply with the Private Duty Personnel Policy. In exchange for GL's consent to your request for the services of private duty personnel, you may be required to execute a Release of Liability Addendum depending on your care needs as determined by GL, which then shall be attached to this Agreement and incorporated by reference. Copies of the Conditions of Occupancy, Private Duty Personnel Policy and Release of Liability Addendum, as currently adopted and in effect, have been supplied to you prior to your execution of this Agreement. GL reserves the right to terminate your authorization to utilize the services of private duty personnel in the event that you do not comply with the requirements of this Section or the Release of Liability Addendum, or require transfer to another level of living. If transfer to another level of living is required, then GL reserves the right to transfer you to another level of living within GHBC or to such other external care facility as GL deems appropriate.

- J. Accident Or Illness Caused By Others.** In the event you are physically injured by an individual or entity not a party to this Agreement, you grant to the Corporation a right of subrogation and authorize GL to bring such demands, claims or legal proceedings in the name of or on your behalf for purposes of recovering from any third party or third party's insurer responsible for your injury, the dollar value of all care provided by GL to you as a result of any such injury. You will cooperate and sign any documents necessary to facilitate the Corporation's ability to exercise its subrogation rights. After all costs and expenses incurred by the Corporation (including legal fees and cost of care furnished to you by GL because of such injury) have been reimbursed to the Corporation through subrogation, the balance of any recovery will be refunded to you or your estate.
- K. Response Call System.** GL shall equip your residential living apartment with a twenty-four (24) hour response call system. If you believe you are experiencing a life-threatening emergency, you should contact 911 in addition to activating the in-house response call system. In the event GL is notified of an accident or unexpected medical need of yours at GHBC, a nursing assessment will be provided. If the initial nursing assessment indicates a need for additional medical assistance, GL shall contact appropriate health care providers.
- L. Accident or Illness Away from GHBC.** In the event you suffer an accident or illness away from GHBC, and you rely on health care and support services available in the area where the accident or illness occurred, your health insurance or other resources available to you must be used for payment for such services and GL is not responsible to provide or pay for such services. You shall make every reasonable effort to notify GL of the accident or illness, and upon your return to GHBC, you shall be entitled to all benefits under this Agreement.
- M. Limitations on Care.** GHBC is not equipped to care for persons who are afflicted with uncontrolled or untreated mental illness resulting in behavior contrary to the Conditions of Occupancy, active drug or alcohol abuse, or who require specialized psychiatric care or other specialized care services not authorized or permitted under the applicable licensure regulations or high acuity nursing care services beyond routine nursing care services. If GL determines that your mental or physical condition is such that your continued presence in a residential living apartment is either dangerous or detrimental to the life, health, or safety of you or other residents or the peaceful enjoyment of GHBC by other residents, GL may transfer you to an appropriate outside facility. GL's determination shall be made in writing and approved by its Medical Director. If the transfer is for a temporary period, then you shall continue to pay the Monthly Fee and also shall be responsible for the charges for your care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply. Except in cases of co-occupancy where only one of you is transferred, and except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where you are a danger to self or others, or to the health, safety or peace of GHBC.

IV. PAYMENT OF FEES

A. Selection of Entrance Fee Plan. GL has disclosed and explained the various Entrance Fee Plans. You have selected the Long-Term Care Insurance Plan. Under this plan, you receive a discounted entrance fee that is lower than that established by Goodwin Living’s standard rate schedules; however, you have a Long-Term Care insurance policy that will cover future health care expenses. This plan includes 90 days of care in assisted living or the health care center at GHBC. After those days are exhausted, you will be charged the private pay rates in effect for assisted living or the health care center as utilized. You agree to pay an Entrance Fee and a Monthly Fee as calculated in subsections B and C below.

B. Entrance Fee. You shall pay to GL an Entrance Fee by the effective date of this Agreement as follows:

Total Entrance Fee	\$ _____.
Less Financial Assistance	
Credit (if applicable)	\$ _____.
Less Payment Received	
with this Agreement	\$ _____.
Less Advance Deposit Received.....	\$ _____.
Less Accrued Interest.....	\$ _____.
Balance Due	\$ _____.

C. Monthly Fee. You shall pay a Monthly Fee, payable in advance on the first day of each month, as follows:

Current Monthly Fee	\$ _____.
Less Financial Assistance	
Credit (if applicable)	\$ _____.
Balance to be Paid by Resident.....	\$ _____.

The Monthly Fee is subject to adjustment by GL pursuant to subsection E below.

D. Costs for Other Services. You will be billed monthly for any services and supplies provided by GL but not included in the Monthly Fee. Bills for the Monthly Fee and any additional services and supplies shall be paid within ten (10) days of the billing date, or they will be subject to a late charge of 1.5% per month for each month in arrears. In the event that you fail to pay the bills of GL and your account is referred to an attorney for collection, you agree to pay all costs of collection, including reasonable attorney’s fees.

E. Adjustment to Monthly Fee. GL is committed to providing you with the quality services called for by this Agreement consistent with sound financial

management. You understand and agree that the Monthly Fee may be increased by the Corporation from time to time, at its sole discretion, and that payment of the Monthly Fee, as adjusted, shall be your obligation under this Agreement. GL further reserves the right to make adjustments to the ancillary services provided under this Agreement. A written notice will be given to you at least thirty (30) days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.

- F. Absence Credit.** You may be eligible for a credit on the Monthly Fee due to absence from the community. Your eligibility for an absence credit will be determined in accordance with the published policy of GL in effect at the time the absence occurs.
- G. Use of Entrance Fee.** The Entrance Fee may be used in any manner deemed appropriate by GL to further its corporate purpose.
- H. Refund Provisions. In the event the Agreement is terminated, your entitlement to a refund shall be determined in accordance with the provisions set out below.**

1. Termination by Resident. If you (if co-occupancy: all Residents) terminate this Agreement by written notice in accordance with the Resident's termination right under Section X(A)(2), GL will refund to you an amount equal to 100% of the Entrance Fee paid, less 2% of the Entrance Fee for each month since the effective date of this Agreement. Any refund due under this provision may be conditioned upon GL's acceptance for admission of a new resident and the occupancy of your assigned apartment by such new resident.

2. Termination by GL. If GL terminates this Agreement in accordance with its termination right under Section X(B)(2), the Corporation will refund to you an amount equal to 100% of the Entrance Fee paid, less 2% of the Entrance Fee for each month since the effective date of this Agreement. Refunds of monthly fee(s) will be prorated based on the remaining unoccupied days of the month in which termination takes place.

3. Termination by Death. Upon death (if co-occupancy: the death of all residents signing this Agreement), the Corporation will refund to the Resident's estate, or, alternatively, to a specific individual or trust designated by the Resident in writing provided by the Resident to the Corporation, 100% of the Entrance Fee, less 2% of the Entrance Fee for each month since the effective date of this Agreement. Refunds of Monthly Fee will be made in the following manner:

- a. If the Resident no longer has an assigned apartment, the Monthly Fee is terminated on the date of death.
- b. If the Resident has an assigned apartment, the Monthly Fee then in effect shall continue at a 70% rate from the date of

death until the date on which the apartment is vacated which period shall not exceed sixty (60) days. The reduced Monthly Fee shall be calculated on a daily basis, ending on the date that the Resident's property is removed from residential living apartment and keys and any other tangible items which are the property of the Corporation are returned to GL.

V. FINANCIAL ASSISTANCE POLICY

A. Granting of Financial Assistance. GL may grant financial assistance in the form of a discounted Entrance Fee or Monthly Fee, or both, under policies established by GL. Any resident whose income becomes inadequate to pay monthly rates and personal expenses, through no fault of their own, is eligible to seek financial assistance.

B. Amount of Financial Assistance. The amount of financial assistance granted is based, among other considerations, on the representations made by you at the time of application as to financial position and assets. GL may, at any time and in its sole discretion, begin, increase, decrease or terminate financial assistance because of changes in the operating costs of GL or changes in your assets or monthly income. GL reserves the right to request, from time to time, current financial statements without regard to whether financial assistance has been applied for or is then being provided. Failure to disclose all assets in application forms or in financial statements provided to GL shall constitute good cause for termination of this Agreement in accordance with the provisions of Virginia Code § 38.2-4905(A)(8)(v) and (vi).

C. Claim against Estate. In the event you have received financial assistance from GL, by your signature to this Agreement, you direct your personal representative, upon your death, to pay to GL as a first lien against the assets of your estate, the aggregate amount of financial assistance you have received. You will not make any gift of real or personal property in contemplation of or subsequent to the execution of this Agreement, which would diminish your estate or GL's claim. This provision shall apply irrespective of whether you are an occupant of one of the GL communities at the time of death. GL may deduct the full amount of financial assistance from any refund that may become due to you or your estate.

D. Duties of Recipient of Financial Assistance. As a recipient of financial assistance, you shall:

1. Apply for and diligently seek the benefit of any public assistance program for which you might qualify, including, but not limited to, Medicaid, Social Security, Supplemental Security Income, Aid to the Blind, and Veteran's

Pensions. Any such benefits by you may be taken into account in adjusting the amount of financial assistance.

2. Report promptly to GL receipt of any property or any material increase or decrease in the value of your income or assets, whether as the result of gift, inheritance, change in public assistance benefits or otherwise.
3. Refrain from transferring any material assets for less than fair market value, whether by gift, sale or otherwise. You hereby represent that you have not transferred any material assets for less than fair market value in contemplation of residence at GL.
4. Execute any instrument, including notes, assignments, security agreements and deeds of trust, that GL deems necessary or desirable to evidence or secure its claim for repayment of any financial assistance.
5. Any violation of these provisions shall constitute good cause for termination of this Agreement in accordance with the provisions of Virginia Code § 38.2-4905(A) (8)(v) and (vi).

E. Accommodations. GL reserves the right to select the location and type of accommodations it deems most appropriate for any resident receiving financial assistance.

VI. RIGHTS AND OBLIGATIONS OF RESIDENT AS TO PROPERTY

- A. Resident's Rights.** Your rights under this Agreement are purely personal and may not be assigned, transferred, inherited or devised. Although you are granted the right to occupy an assigned apartment, this Agreement is not a lease, and you are granted no right of ownership of any property of the Corporation. You agree that your rights under this Agreement, including your right to a full or partial refund, will at all times be subordinate to the rights of any lender under any mortgage, deed of trust or other security interest that the Corporation has given with regard to any of its property, or which it may give in the future, and that this subordination will extend to all amendments, modifications, replacements or refinancing thereof.
- B. Right of Entry.** Employees of the Corporation shall have the right to enter your apartment at any time to respond to fire or medical alerts and for other emergency purposes. With prior announcement and at reasonable times, GL shall have the right to enter your apartment to perform housekeeping, maintenance and inspection functions.
- C. Removal of Property.** Upon termination of this Agreement or permanent transfer to a level of living other than residential living, all of your property is to be removed from the residential living apartment within a period not to exceed sixty (60) days, during which period, the Monthly Fee then in effect shall continue at a reduced rate of 70%, calculated on a daily basis, until all such property is removed. If your

property remains unclaimed upon the expiration of the sixty (60) day period, we reserve the right to remove your property from the residential living apartment and to dispose of it. You or your estate shall be obligated to pay all costs for the removal and/or disposal of your property.

- D. Damage or Loss of Property.** You shall insure your property and person against casualty and theft loss, in addition to having coverage for any damage to the Corporation or other residents that may be a result of actions caused by you. The Corporation shall not be responsible for damage or loss of any of the Resident's property by casualty, theft or other cause. You shall provide GL with Certificates of Insurance verifying required coverage. Policies shall be endorsed so as to provide that GL shall receive thirty (30) days prior written notice of cancellation or non-renewal.
- E. Responsibility for Damages.** You shall reimburse the Corporation for any costs incurred or damages suffered by the Corporation resulting from carelessness, negligence or wrongful acts of you or your guests.
- F. Indemnification.** You shall indemnify and hold GL harmless from and against, and be responsible to pay for, any damages, including attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification, resulting from any injury to or death of any person or other resident, or resulting from any damage to or loss of the property of any person or resident, caused by your acts or omissions, to the fullest extent permitted by law.

VII. TRANSFER TO ASSISTED LIVING OR THE HEALTH CARE CENTER WITHIN GHBC OR TRANSFER TO AN OUTSIDE FACILITY

- A. Conditions of Occupancy.** You shall have the right to occupy the residential living apartment for so long as you satisfy the Conditions of Occupancy. Whenever it is deemed necessary by GL, in its sole discretion, GL shall have full authority to conduct a Health Evaluation Process to determine your ability to satisfy the Conditions of Occupancy.
- B. Decision to Transfer**
 - 1. Authority to Transfer.** GL may transfer you from and between the residential living apartment and Assisted Living, the Health Care Center or any other appropriate care facility, if GL determines that such a move should be made because of your inability to comply with the Conditions of Occupancy, or for your health and safety, the health, safety and peaceful enjoyment of other residents, for the proper operation of GHBC, to comply with regulations of the Virginia Department of Social Services, the Virginia Department of Health, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or to otherwise meet the requirements of law. If you are transferred permanently to Assisted Living, the Health Care Center or to any other appropriate facility authorized under

this Agreement, GL may declare your residential living apartment vacant and reassign the residential living apartment to another resident.

2. **Role of Medical Director.** GL will appoint a medical doctor licensed to practice medicine in the Commonwealth of Virginia as its Medical Director. Upon certification by the Medical Director or your attending physician, that you are no longer capable of meeting the Conditions of Occupancy of the residential living apartment, you or your next of kin, legal representative or agent acting on your behalf, will be notified by GL that arrangements will be made for your immediate transfer to Assisted Living, the Health Care Center or another appropriate care facility. GL shall not be liable for acting in accordance with the certification of the Medical Director or your attending physician. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by GL in its sole discretion. GL shall consider your opinion and the advice of a family representative, if available, and, if requested and at your expense, a private physician. Your opinion and the advice of family and of your physician are advisory only, and shall not be binding on GL.

- C. **Transfer to Assisted Living or Health Care Center at GHBC.** If you become ill or incapacitated, and in the opinion of the Admissions and Assessment Committee, with the advice of the Medical Director, the illness or incapacity requires you to be transferred to Assisted Living or the Health Care Center, such care will be available either on a temporary or permanent basis. During your temporary occupancy in Assisted Living or the Health Care Center, the Admissions and Assessment Committee, with the advice of the Medical Director or your physician and, if reasonably available, family members, will determine whether or not the stay in Assisted Living or the Health Care Center is temporary or permanent. If the Admissions and Assessment Committee determines that your health is such that occupancy in Assisted Living or the Health Care Center will be permanent, your residential living apartment will be released (if not occupied by another resident) and made available for occupancy by another resident. In the event that GL decides that the transfer is permanent, you shall surrender the residential living apartment within thirty (30) days of notice of its decision.

- D. **Transfer to Hospital or Other Outside Specialized Care Facility.** In the event that hospitalization or specialized care or other outside care of you becomes necessary as determined by the Admissions and Assessment Committee, with the advice of GL's Medical Director, you will be transferred to a hospital, Special Service Facility, or other outside health care provider. The Admissions and Assessment Committee, with the advice of the Medical Director, may declare your residential living apartment vacant (unless occupied by another resident) if you have been transferred to a hospital, Special Service Facility or other outside health care provider for health conditions which, in the opinion of the Medical Director, require permanent or prolonged residence in the outside facilities. You shall surrender the residential living apartment within thirty (30) days after notice of

GL's determination that the transfer will be permanent.

E. Costs Related to Transfer to an Outside Facility

1. **Single Occupancy.** During any temporary transfer to an outside health care facility or Special Service Facility or hospital, you shall continue to pay the Monthly Fee and all costs and charges related to the transfer to the outside facility. Upon permanent transfer to an outside facility, and upon surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions of this Agreement. Any refund due shall be paid in accordance with the refund provisions of this Agreement.

2. **Co-Occupancy**
 - a. **Transfer of One Resident.** During any temporary transfer of one Resident to an outside facility, the Monthly Fee shall continue to be due and payable. Upon the permanent transfer of one Resident to an outside facility, the Monthly Fee shall be reduced to the single occupancy rate for the residential living apartment. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital.

 - b. **Transfer of Both Residents.** In the event both Residents are temporarily transferred to an outside facility, the Monthly Fee shall continue to be due and payable. In the event both Residents are permanently transferred to an outside facility, then, after the surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital.

3. **Transfer Because of Insufficient Space.** If, in the opinion of the Medical Director or the Admissions and Assessment Committee, you require prompt access to nursing care or assisted living within GHBC and no space is available, then you may be transferred to an outside facility selected by GL with accommodations substantially equivalent to the accommodations in the Health Care Center or Assisted Living for a temporary period and until such time as nursing care or assisted living within GHBC becomes available. You shall have access to the next available accommodation in the Health Care Center or Assisted Living. When you reside in an outside nursing or assisted living facility because of insufficient space and are receiving care which you would otherwise receive in the Health Care Center or Assisted Living, you shall pay the same charges for nursing and assisted living care as if receiving care in the Health Care Center or Assisted Living. GL shall pay on your behalf to the outside nursing or assisted living facility

that facility's daily rate for your care in equivalent accommodations. You shall pay the outside facility's charges for additional services or other services which are not included in the outside facility's daily rate. GL reserves the right to arrange for the provision of temporary nursing or assisted living in the residential living apartment with the approval of the attending physician or Medical Director.

F. Release of or Return to Residential Living Apartment after Transfer

1. **Temporary Transfer.** If you are admitted temporarily to Assisted Living, the Health Care Center, or a hospital or other outside facility, with a medical prognosis of recovery and return to health consistent with the Conditions of Occupancy, then you shall retain occupancy of the residential living apartment for the purpose of resuming residency. During any period of temporary transfer, you shall continue to pay the applicable Monthly Fee for the residential living apartment. You may return to the residential living apartment which has been retained in accordance with the terms of this provision at such time as GL determines that you can satisfy the Conditions of Occupancy.
2. **Permanent Transfer.** If you are permanently transferred to Assisted Living, the Health Care Center, or a hospital or other appropriate outside facility, you shall surrender and vacate the residential living apartment within thirty (30) days of written notice of GL's decision to permanently transfer you. If the Admissions and Assessment Committee, with the advice of the Medical Director, determines that you subsequently have recovered sufficiently to satisfy the Conditions of Occupancy of a residential living apartment, you, upon request, shall be eligible for consideration to receive the next available residential living apartment with a floor plan comparable to the one relinquished.

VIII. CHANGE OF APARTMENT

The Corporation may, in appropriate circumstances, approve your request to move to another apartment within GHBC. Correspondingly, the Corporation reserves the right to relocate you to another apartment in order to undertake repairs, refurbishment or enhancement of your existing apartment. Where the relocation is temporary in nature, the Corporation will assign to you an apartment nearest in size to your existing unit, depending upon availability. In the event of a major renovation affecting multiple units, a permanent relocation may be made. In such event, the Corporation will utilize its best efforts to transfer you to an apartment of the same size, or larger, than your existing unit. In the event of a permanent relocation, whether at your request or ours, the Corporation shall determine, in its sole discretion, the amount of any additional Entrance Fee or any refund or credit of such that may be appropriate to the new apartment.

IX. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

- A. Non-Resident.** In the event you desire to marry or cohabitate with another person, the proposed additional occupant must be eligible for admission under the Corporation's health and financial status policies. The additional occupant shall execute an Agreement with the Corporation upon such terms and conditions as are agreed upon by the Corporation, the Resident and the additional occupant, and in no case shall the Entrance Fee for the additional occupant be less than that charged for a single person in the smallest apartment. The Monthly Fee shall be increased to the rate applicable for two people living in an apartment of the size occupied by you and the additional occupant. If the proposed additional occupant does not meet the eligibility requirements for admission under this Agreement, the Corporation may enter into an alternate Agreement for occupancy and services at its sole discretion.
- B. Other Resident.** In the event that you desire to marry or cohabitate with another resident admitted under a separate Resident Agreement, and thereafter occupy a single residential living apartment, then you and the other resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two residential living apartments occupied by you and the other resident shall be thereafter occupied jointly. The residential living apartment not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated residential living apartment. Any applicable refund shall be paid to the resident surrendering his/her residential living apartment upon the termination of the resident's Resident Agreement, but only after the vacated residential living apartment has been reoccupied by another resident and the applicable Entrance Fee for the residential living apartment has been paid in full by the reoccupying resident. Each one of you shall then be treated as a Resident, and any subsequent refund shall be paid in accordance with the refund provisions of this Agreement relating to co-occupancy, unless otherwise agreed upon in writing. In the event you request to move to a larger residential living apartment not then occupied by you or your anticipated resident, then subject to GL's approval and the availability of a larger residential living apartment, you and such other person shall pay an additional fee, which shall be equal to the amount, if any, by which the then current Entrance Fee for co-occupancy of the selected residential living apartment exceeds the sum of the initial Entrance Fee paid by you and your anticipated resident. The additional fee shall be immediately payable to GL, and the Monthly Fee for co-occupancy of the designated residential living apartment shall be paid commencing upon transfer. This Agreement shall be amended to reflect the change in the residential living apartment, the change in the Monthly Fee, and any other matters reasonably necessary for your transfer to the designated or alternative residential living apartment.

X. TERMINATION OF AGREEMENT

A. Termination by Resident

1. **Right of Rescission and Seven (7) Day Rescission Period.** You may terminate this Agreement for any reason, without penalty or forfeiture, within seven days after the effective date of this Agreement. In no case shall you be required to move into GHBC before the expiration of this seven-day period.
2. **Voluntary Termination Upon Notice.** You may terminate this Agreement for any reason at any time by giving written notice to the Corporation at least thirty (30) days before the last day of residency. You agree to pay the Monthly Fee during the thirty (30) day notice period, as well as all amounts owed to GL and any expenses incurred by GL in connection with termination, including any necessary repairs to your apartment.

B. Termination by GL

1. **Events Precluding Occupancy.** Prior to occupancy, this Agreement shall automatically terminate upon death or a material illness, injury or incapacity that precludes occupancy between the time of executing this Agreement and the actual effective date. In such case, the Resident or Resident's estate shall receive a full refund of the Entrance Fee payment.
2. **Termination for Good Cause.** GL may terminate this Agreement at any time for good cause. Good cause shall be limited to:
 - a. Conduct that constitutes a danger to the life, health or safety of self or others;
 - b. Failure to pay the Monthly Fee and other charges made under the terms of this Agreement;
 - c. Repeated conduct that interferes with other residents' quiet enjoyment;
 - d. Persistent failure to comply with the Corporation's written rules and regulations for residents of GHBC as in effect from time to time;
 - e. A material misrepresentation made intentionally or recklessly in the application for residency, or in related materials, regarding information that, if accurately provided, would have resulted in either a failure to qualify for residency or a material increase in the cost of providing care and services provided under this Agreement; or
 - f. A material breach of the terms and conditions of this Agreement.

If termination of the Agreement is contemplated for good cause, GL will provide thirty (30) days' written notice unless continued occupancy threatens the life, health or safety of a resident or others, in which case such notice as is reasonably practicable under the circumstances will be provided to the resident or the resident's representative and the termination of this Agreement may be effective immediately. In the event that the basis for termination is conduct or a condition that is capable of cure, GL will provide an opportunity to cure such conduct or condition within a reasonable period.

- C. **Termination by Death.** This Agreement shall automatically terminate upon death.
- D. **No Accrual of Interest.** No interest will accrue to the benefit of you or your estate on any amounts required to be refunded under this Agreement, and no interest will be paid on termination.

XI. CO-OCCUPANCY

When more than one resident executes this Agreement, the amount of the Entrance Fee and provisions governing refunds and the Monthly Fee will be based on the co-occupancy provisions in section IV (H) of this Agreement. Each Resident will be jointly and severally responsible for the terms of this Agreement. Accordingly, in the event of termination by death, this Agreement shall not terminate until the death of the last surviving Resident, and in the event of voluntary termination, this Agreement shall not terminate until termination by the last occupying Resident.

XII. ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

- A. **Legal Guardian.** If you become incapacitated or unable to properly care for yourself or your property, and no representative has been lawfully designated to act on your behalf or no lawfully designated representative is available or willing and able to act on your behalf, then GL may institute legal proceedings to adjudge you incapacitated and have a guardian appointed for you or your estate or both. You authorize GL to nominate a legal guardian to serve subject to court approval, and you release GL from any liability related to the nomination. All costs of such legal proceedings, including attorneys' fees, shall be paid by you or the legally appointed guardian of your estate.
- B. **Will and Funeral Arrangements.** You shall, prior to the date of occupancy, provide to GL in writing the name of the personal representative (whether executor, executrix or trustee) appointed in your estate planning documents, the name of the funeral director responsible for your burial or cremation, and the plan for disposition of your personal property placed at GHBC upon death. You agree to provide written notice to GL of any changes to the foregoing information during the period of your residence.
- C. **Advance Directives**

1. **Power of Attorney.** You are encouraged to furnish GL, no later than the date of occupancy, a durable power of attorney executed by you which shall be maintained in the files of GHBC.
2. **Living Will.** If you have executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, you shall provide a copy of the living will to GL prior to occupancy, and a copy of any revisions or changes made to the document during your term of occupancy. In the event of transfer to the Health Care Center, GL shall comply with your instructions or requests as reflected in your living will, if your advance directive is consistent with law and its policy, as such policy may change from time to time. If GL cannot comply with your advance directive as reflected in your living will, then it shall assist in arranging for your transfer to another health care provider, if reasonably available, which will comply with your advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and you shall be responsible to pay such costs.

XIII. OTHER RIGHTS AND OBLIGATIONS OF RESIDENT

- A. **Resident's Compliance Obligations.** You shall comply with the rules, regulations, policies and procedures established by GL and such amendments, modifications or changes in such rules, regulations, policies and procedures as may be adopted from time to time by GL.
- B. **Pets.** Under limited circumstances as approved by GL, you may have a pet so long as it meets the requirements of its pet policy. You shall assume financial responsibility and any obligations for any damage caused by the pet, which will be secured by paying a deposit at the time of move-in. The pet policy is subject to change from time to time. If you require the assistance of a pet due to your health condition or disability, you shall not be required to pay the pet deposit. GL reserves the right to rescind approval of the pet if it determines that the pet constitutes a nuisance or danger to GHBC, or threatens the quiet enjoyment of other residents. Upon termination of this Agreement, all or a portion of the pet deposit may be refundable as determined by GL, in its discretion.
- C. **Smoking.** GHBC is a smoke restricted community. Smoking is not permitted anywhere on GHBC's campus, including common areas, except in designated smoking areas, in accordance with GL's smoking policy described in the Resident Handbook. You shall assume full financial responsibility, which may be substantial, for any damage caused by smoking in your residential living apartment. GHBC may terminate this Agreement for non-compliance with the smoking policy in accordance with the provisions of Virginia Code §38.2-4905(A)(8)(iii) and (vi). You are responsible for paying any and all damages to the residential living apartment resulting from smoking, including painting and refurbishing costs which will be substantially more than routine refurbishment costs, due to smoke damage. Upon termination of this Agreement, GL may deduct from any refund otherwise

due under section IV(H) of this Agreement all refurbishment costs arising from smoke damage, as determined by GL, in its discretion.

- D. Trade, Business or Occupation.** You may utilize any residential living apartment to engage in a trade, business or other occupation with prior approval from the Executive Director. GL will not be liable for any trade, business or occupation conducted in any residential living apartment. No trade, business or occupation will be allowed that would infringe upon the quiet enjoyment of other residents.
- E. Keys and Locks.** GL shall provide you with a set of keys to access your residential living apartment and the common areas within GHBC. If you wish to make a duplicate of a key, the key must be duplicated through services provided by GL. You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining GL's approval. Upon GL's approval, the key to be distributed to an individual identified by you must be registered with GL. GL shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the residential living apartment without GL's express written consent. If GL approves your request to install such locks, you shall provide GL with a key to each lock. Upon termination, you agree to surrender all keys to the residential living apartment to GL.
- F. Medical Examinations.** You agree to have a medical examination if GL makes a determination, in its sole discretion, that you are unable to meet the Conditions of Occupancy. The cost of the medical examination shall be paid by you.
- G. Motor Vehicle Operating Privileges.** You shall operate a motor vehicle in accordance with the rules and regulations reflected in the Resident Handbook, which include, but are not limited to, legal speed limits and safe driving procedures and practices. GL reserves the right to revoke your driving and parking privileges on its property if you do not abide by the applicable rules, regulations, policies and procedures.
- H. Release Regarding Conduct of Guests.** GL assumes no responsibility for the conduct of guests, and you hereby agree that you will assert no claim against GL for personal injury to you or damage to your personal property arising from or related to the conduct of guests.
- I. Community Fire Drills.** You must participate in and adhere to all fire drills and emergency drills if you are present on GHBC's premises.

XIV. CASUALTY LOSS

In the event the residential living apartment occupied by you, or the building in which the residential living apartment is located, is destroyed or so damaged by fire or other casualty

so as to render the residential living apartment or the building generally unfit for occupancy, GL will endeavor in good faith to rebuild and replace the residential living apartment and/or building with substantially similar accommodations unless doing so would threaten its financial viability. If the damage does not render the residential living apartment unfit for occupancy, GL shall be obligated to rebuild or repair the damage to the residential living apartment as soon as reasonably possible for occupancy by you. In the event you are unable to occupy the residential living apartment for any period of time during any reasonably necessary period of restoration of the residential living apartment, the Monthly Fee shall be reduced proportionately, unless a vacant residential living apartment is available within GHBC or outside GHBC for your temporary occupancy. In the event that GL determines that rebuilding threatens its financial viability so as to preclude replacement of the residential living apartment or building, then GL will strive to develop an alternative restoration plan in which GL will exercise its best efforts to locate, identify or provide, if financially feasible as determined by it, reasonable alternative accommodations for any resident affected by such a loss.

XV. GHBC'S GRIEVANCE PROCEDURE

- A. Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident or in any other way, you shall make your complaint known to GHBC's staff and follow the grievance procedure as described in the Resident Handbook.
- B. GHBC's Obligations.** GHBC will review and investigate the complaint and provide a response to you.

XVI. MISCELLANEOUS

- A. Resident Records.** You consent to the release of your personal and medical records maintained by GL for treatment, payment and operations as determined reasonably necessary by it. Any such release may be to GL's employees, agents and to other health care providers from whom you receive services, to third-party payors of health care services, to any Managed Care Organization in which you may be enrolled, or to others deemed reasonably necessary by GL for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from you where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain your records without your written consent or authorization.
- B. Representations.** The application, financial statement and health history statement filed with GL are incorporated in this Agreement by reference. You acknowledge that all statements contained therein are true and that there have been no material omissions or adverse changes unless such representations have been subsequently conveyed to GL in writing.

- C. Binding Effect.** The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Corporation and you and your respective heirs, distributees, executors, administrators, attorneys-in-fact, committees and successors.
- D. Residents' Rights.** The Resident acknowledges that he or she has been informed and had explained to him or her the following:
1. Title 63.2-1808 of the Code of Virginia (Rights and Responsibilities of Residents of Assisted Living Facilities).
 2. The policies and procedures of GL for implementing Title 63.2-1808 of the Code of Virginia.
 3. GL's policy regarding weapons on the premises.
- E. Entire Agreement.** This Agreement, including all Addenda, constitutes the entire Agreement between the Corporation and you.
- F. Waiver of One Breach Not a Waiver of Any Other.** The failure of GL in any one or more instances to insist upon your strict performance compliance with any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment by the Corporation of its right to insist upon your future strict compliance.
- G. Governing Law.** The parties agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement, the interpretation of its language, and any questions concerning performance and discharge.
- H. GL's Modification of Agreement and Policies.** GL reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to modify unilaterally its rules, regulations, policies and procedures.
- J. Severability.** If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed from the Agreement and the balance of this Agreement shall remain in full force and effect.

- K. Notice.** Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when post-marked, postage prepaid and addressed as follows:

To GHBC:

**Attn: Executive Director
3440 South Jefferson Street
Falls Church, VA 22041**

To Resident (before occupancy):

After occupancy, notice will be provided to you where you reside at the time the notice is given.

- L. Consent to Assignment.** You consent to the assignment by GL of its right, title and interest in this Agreement.

IN WITNESS WHEREOF, Goodwin House Incorporated d/b/a Goodwin Living, through its duly authorized representative, and you have executed this Agreement to be effective as of the date first above written. You attest to having read this Agreement, having had any questions regarding its provisions answered and having understood its provisions.

GOODWIN HOUSE INCORPORATED d/b/a GOODWIN LIVING

By: _____
Authorized Representative

Resident

Resident

Effective January 1, 2009

RESIDENT AGREEMENT
90% Refundable Fee for Service Agreement
Goodwin House Incorporated d/b/a Goodwin Living

Goodwin House Bailey’s Crossroads
3440 S. Jefferson Street
Falls Church, VA 22041

INTRODUCTION

This Resident Agreement (the “Agreement”) is made and entered into by and between Goodwin House Incorporated d/b/a Goodwin Living, a Virginia not-for-profit corporation (hereinafter referred to as “GL” or “the Corporation”), and _____ (hereinafter referred to as “you,” “your” or “the Resident” and when two individuals sign this Agreement for co-occupancy, they are referred to collectively as “Resident” where the context permits, and individually as “Resident”). This Agreement shall be deemed effective on _____.

GL owns and operates a continuing care retirement community (CCRC) for older adults known as Goodwin House Bailey’s Crossroads (“GHBC”), located in Fairfax County, Virginia. Older adults means persons 55 years of age or older. GHBC consists of residential living apartments, community and amenity areas, a continuum of health and wellness services and various support facilities. GHBC is licensed, in part, as Assisted Living by the Virginia Department of Social Services and, in part, as a Health Care Center by the Virginia Department of Health.

You have requested to enter into the Agreement with GL for residence and services at GHBC. As a continuing care community, GHBC is able to meet the changing needs of its residents by offering various levels of living accommodations and services as described in this Agreement.

GL’s mission statement is as follows:

The mission of Goodwin Living is to support, honor and uplift the lives of older adults and the people who care for them through a faith-based, nonprofit organization affiliated with the Episcopal Church.

THIS DOCUMENT CONSTITUTES A BINDING CONTRACT IN WHICH GL AND YOU AGREE TO THE FOLLOWING:

THE PARTIES AGREE:

I. DEFINITIONS OF WORDS AND PHRASES

ADMISSIONS AND ASSESSMENT COMMITTEE: A committee comprised of key administrative staff including the Medical Director, Executive Director and representatives from Nursing, Marketing and Social Work who review, discuss and make decisions regarding eligibility

for admission to appropriate levels of living within the community. The members of the committee are subject to change from time to time.

AGREEMENT: This Resident Agreement.

AGREEMENT FOR OPTIONAL FURNISHINGS OR FIXTURES: A separate agreement for individuals who elect to pay for additional furnishings or fixtures beyond what is provided by GL.

ASSISTED LIVING: A level of living licensed by the Commonwealth of Virginia where daily assistance is provided in comfortable studio or one-bedroom accommodations. Assistance with various activities of daily living and/or instrumental activities of daily living is provided, such as: health, personal care, medication and nutrition management, housekeeping, cultural enrichment programming, education and twenty-four (24) hour access to professional nursing services.

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

ENTRANCE FEE: The initial fee charged as a condition of admission to a GL life plan community.

HEALTH CARE CENTER: The licensed nursing care facility of GHBC.

HEALTH EVALUATION PROCESS: Health and wellness assessment utilized for residential living residents which measures and tracks residents' health and identifies areas of concern and need for services.

MEDICAL DIRECTOR: The licensed physician designated by GL to oversee the medical affairs of GHBC and to coordinate the provision of personal and health care services to residents in conjunction with the residents' personal physicians.

MEMORY SUPPORT: A level of living designed for persons with Alzheimer's disease or a related dementia where assistance is provided twenty-four (24) hours a day in a secured living environment.

MONTHLY FEE: The monthly charge for occupancy.

PRIVATE DUTY PERSONNEL POLICY: A policy regarding the utilization of private duty personnel in all levels of living.

RESIDENT HANDBOOK: A publication reflecting many of the rules, regulations, policies, and administrative procedures of GHBC. You are obligated to comply with the rules, regulations, policies, and procedures described in this publication. The Resident Handbook should not be construed as a contract. It does not grant any contractual rights to you and is subject to change from time to time.

SPECIAL SERVICE FACILITY: A psychiatric institution, drug or alcohol treatment facility, renal treatment facility (dialysis), rehabilitation unit, subacute or transitional care provider, including other licensed nursing facilities providing specialized medical care and treatment, such as some sub-acute services, not provided by GL.

II. ACCOMMODATIONS & SERVICES

GL agrees to furnish you accommodations and services described in this Agreement and you agree to abide by obligations described herein.

- A. **Accommodations.** You shall have a personal, non-assignable right to reside in Apartment # _____ at GHBC, subject to relocation as hereinafter described.
- B. **Structural Changes.** Any structural or physical change to your apartment requires prior written approval by the Executive Director or designee. The cost of any such change requested shall be borne by you and may include a charge for the supervision and direction provided by GL in implementing the change. Approval of such change may be conditioned upon your agreeing to bear the cost of restoring your accommodations to their original condition upon termination of this Agreement and may require pre-payment for restoration at the time the work is completed.
- C. **Furnishings.** Furnishing of the residential living apartment is your responsibility. GL will provide furnishings as may be reasonably required in the health care settings; however, you are encouraged to furnish such accommodations should your health needs require a permanent relocation. You will not conduct or permit any activity or store or use any equipment deemed hazardous by GL.
 - 1. **Additional Furnishings or Appliances.** You may request and GL may permit, at your additional expense, optional appliances or furnishings which may require a modification or alteration of the residential living apartment for installation. If the request is made prior to occupancy, the cost of any additional furnishings or appliances shall be paid prior to the start of work. If the request is made after occupancy, you shall pay for additional furnishings or appliances prior to installation. Upon installation, all additional furnishings and appliances immediately become GL's property and shall remain in the residential living apartment after the termination of this Agreement. The Agreement for Optional Furnishings or Fixtures reflecting all additional items and charges signed by you and GL is hereby incorporated by reference.
- D. **Utilities.** GL will provide the utilities reasonably required in connection with the occupancy of your living accommodations (water, heating, air conditioning, electricity), subject, however, to the unavailability of such services to GHBC.
- E. **Laundry and Linens.** GL will provide routine bed linen and towel service.

- F. Interior and Exterior Maintenance and Repairs.** GL will maintain and repair its own improvements, furnishings and equipment. Repairs, maintenance and replacement of your property and furnishings, including additional furnishings or appliances, shall be your responsibility and are not included in the Monthly Fee. Maintenance and repair of GL's property, equipment or appliances necessitated by your neglect or abuse as GL determines, shall be paid by you.
- G. Buildings and Grounds.** GL will maintain grounds and driveways, including lawn, trees, and shrubbery care, and snow and trash removal. You may plant and maintain designated garden areas at your own expense.
- H. Housekeeping.** GL will provide housekeeping service weekly. A description is outlined in the Resident Handbook. You agree to maintain your accommodations in a clean, safe and orderly condition as required by health and safety regulations.
- I. Parking.** GL provides designated and unassigned areas for resident parking. Parking is limited to one space per apartment. Second cars may be accommodated on a space-available basis and may require an additional fee. Parking space is not available for the storage or parking of recreational vehicles, boats or other large vehicles. Parking space is not transferable to family members or friends if Resident is no longer driving. Cars must be registered and insured and must be removed from the property if Resident is no longer driving the vehicle.
- J. Meals and Dining Services.**
1. GL offers a dining dollars program which provides the dollar equivalent of one dinner meal for the number of days in the month. These dining dollars may be used in any of the dining venues in the community for any meal. Amounts over the published dining dollar amounts will be billed to the resident the following month.
 2. We will provide residents in Assisted Living, Memory Support, or the Health Care Center with three meals daily. Cost adjustments to the monthly fee will be made in accordance with published pricing to accommodate the difference in meals from your plan in place prior to your o Assisted Living, Memory Support or the Health Care Center.
 3. Invited guests may use the dining facilities at your expense. Guest meals are charged on a fixed rate cost per meal basis. Any meal charges not paid by your guests will be charged to your monthly account.
 4. Catering services are available at an additional charge.
 5. Meal delivery service shall be provided at no additional charge to you as approved by the clinic staff or designee in the event of illness or other

extenuating circumstances. Optional meal delivery service may be provided at the rate established by GL.

Residents may add dollar amounts after move-in subject to residents providing a thirty (30) day advance notice to GL, which will be effective the beginning of the month following the notice.

- K. Community Areas and Amenities.** GHBC provides a variety of common areas and amenities for the use and benefit of residents.
- L. Activities.** GHBC will provide planned and scheduled social, recreational, educational and cultural activities, arts and crafts, exercise and health programs and other special activities for interested residents. An additional charge may be made for certain activities.
- M. Transportation.** GHBC will provide scheduled transportation at established rates to assist residents to medical appointments and scheduled programs.
- N. Guests.** Your guests are welcome at any time and must abide by the rules and regulations outlined in the Resident Handbook. Guests are permitted to stay in your apartment for up to two weeks. Special permission must be granted by the Executive Director for any stay in excess of two weeks. GHBC offers a limited number of guest rooms, which may be reserved at a fixed rate. The cost of any lodging not paid by your guests will be charged to your monthly account.
- O. New Construction at GHBC.** GL, from time to time, may add structures and landscaping which may alter the appearance of GHBC or views from existing residential living apartments.
- P. Storage.** GL may make available a limited storage area away from your residential living apartment for storage of items not required for daily use. GL shall not be liable for any damages to your property while the property is in storage.

III. HEALTH AND WELLNESS SERVICES

GHBC operates under the concept of continuing care, which recognizes the needs of the Resident as varying from active independence to increasing health care needs. Accordingly, a comprehensive range of services is offered including wellness clinic services, assisted living, and skilled nursing care. Your agreement does not include any discounted assisted living or nursing care not covered by Medicare A. Accordingly, a change in your Monthly Fee will be necessary in order for you to utilize assisted living or nursing care not covered by Medicare A. In such event, your recomputed Monthly Fee will include charges for your stay in assisted living or nursing care at the established monthly or daily rate then in effect for residents not covered by a continuing care resident agreement (the "Private Pay Rate"). At all times, all fees for ancillary charges and doctors will be your responsibility and will constitute an additional charge.

- A. Wellness Clinic Services.** GHBC provides a Clinic where you may be treated as an outpatient by licensed health care professionals arranged by GHBC or engaged by you. You are free to engage the services of any physician licensed to practice in Virginia. All health care professional services, whether arranged by you or GHBC on your behalf, shall be subject to the rules and regulations of GHBC and shall be at your expense.
- B. Assisted Living.** GHBC provides Assisted Living for Residents requiring routine assistance with activities of daily living. Assistance and support services will be provided in accordance with those permitted and typically provided under licensure by governing authorities. The private pay rates will apply if you require temporary or permanent accommodations in the Assisted Living. You will continue to be responsible for the monthly fee in Residential Living until the apartment in residential living has been vacated.
- C. Health Care.** GHBC provides health care for Residents requiring nursing and skilled nursing care in semi-private accommodations. Private rooms, which require an additional charge, are offered on a space-available basis. The Health Care Center is certified under the Medicare program to provide skilled nursing care. GHBC will provide such care subject to your health care needs requiring such care and meeting the eligibility requirements determined by the Medicare program. All nursing care will be in accordance with that which is permitted and typically provided under licensure and certification by governing authorities. If not covered by Medicare, you will be charged the private pay rates if you require temporary or permanent accommodations in the Health Care Center. You will continue to be responsible for the monthly fee for your Residential Living or Assisted Living apartment until the apartment in residential living has been vacated.
- D. Medicare and Health Insurance Assignment.** You shall promptly secure enrollment in the Hospital Insurance Benefits Program under Part A of 42 U.S.C. Section 1395 ("Medicare") or equivalent insurance program and shall also promptly secure enrollment and pay the premium for the Supplementary Medical Insurance Benefits Program under Part B of Medicare or shall obtain equivalent insurance coverage acceptable to GL. Should you become entitled to public or private payments for health services, you shall make diligent application for such payments and assign such payments to GL for services provided by GL.
- E. Supplemental Insurance.** You are responsible for Medicare co-insurance and deductible amounts.
- F. Enrollment in a Health Maintenance Organization (HMO) or other Managed Care Plan.** You may enroll in a Health Maintenance Organization or other managed care plan for which GL is a network or contracting provider and for which GL provides prior written consent. Prior to enrolling in any HMO or managed care plan, you shall sign an addendum to this Agreement identifying the plan and reflecting GL's approval. In the event that you are transferred to a provider

participating in your managed care plan, you shall continue to pay the GHBC Monthly Fee and, additionally, all costs and charges related to the transfer to and occupancy of the participating provider. There will be no reduction in the Monthly Fee as a result of your participation in any health insurance program or managed care plans which provide for payment for services rendered or made available by GL, unless approved by the Corporation.

- G. Long-Term Care Insurance Premiums.** If your application was approved with the understanding that you carry Long-Term Care Insurance, you are responsible for maintaining the premiums for any Long-Term Care Insurance you carry. Under this contract, you are required to notify GL if there is any change in coverage status. If for any reason, your Long-Term Care Policy expires, you will still be responsible for the Private Pay rates if Assisted Living or Nursing Care is required.
- H. Health Related Charges.** In addition to the other health care costs described herein, your responsibility includes, but is not limited to, the following items and services, whether provided at GHBC or elsewhere, and whether arranged by you or by the Corporation on your behalf:
1. Charges of any physician, physical therapist, speech therapist or occupational therapist, dentist, podiatrist, psychologist or other health care professional;
 2. Hospital, ambulance and other health care provider charges;
 3. Charges for medicines, drugs, lab services and x-ray services, vitamins, food supplements, dental work, glasses, hearing aids, orthopedic devices, durable medical equipment, personal care supplies and other health related items.
- I. Private Duty Personnel.** Subject to the approval of GL, you may utilize the services of private duty personnel providing personal or nursing care services in the residential living apartment so long as you are able to satisfy the Conditions of Occupancy. Such services must be approved in advance and in writing by GL. GL reserves the right to review credentials of all private duty personnel, to approve or prohibit the use of or to require the discontinuation of such services. You are responsible to pay for all such services. As a condition of GL's approval, all private duty personnel must provide GL with evidence that all criteria defined in the Private Duty Personnel Policy are met. You shall comply with the Private Duty Personnel Policy. In exchange for GL's consent to your request for the services of private duty personnel, you may be required to execute a Release of Liability Addendum depending on your care needs as determined by GL, which then shall be attached to this Agreement and incorporated by reference. Copies of the Conditions of Occupancy, Private Duty Personnel and Release of Liability Addendum, as currently adopted and in effect, have been supplied to you prior to your execution of this Agreement. GL reserves the right to terminate your authorization to utilize the services of private duty personnel in the event that you do not comply with the

requirements of this Section or the Release of Liability Addendum, or require transfer to another level of living. If transfer to another level of living is required, then GL reserves the right to transfer you to another level of living within GHBC or to such other external care facility as GL deems appropriate.

- J. Accident Or Illness Caused By Others.** In the event you are physically injured by an individual or entity not a party to this Agreement, you grant to the Corporation a right of subrogation and authorize GL to bring such demands, claims or legal proceedings in the name of or on your behalf for purposes of recovering from any third party or third party's insurer responsible for your injury, the dollar value of all care provided by GL to you as a result of any such injury. You will cooperate and sign any documents necessary to facilitate the Corporation's ability to exercise its subrogation rights. After all costs and expenses incurred by the Corporation (including legal fees and cost of care furnished to you by GL because of such injury) have been reimbursed to the Corporation through subrogation, the balance of any recovery will be refunded to you or your estate.
- K. Response Call System.** GL shall equip your residential living apartment with a twenty-four (24) hour response call system. If you believe you are experiencing a life-threatening emergency, you should contact 911 in addition to activating the in-house response call system. In the event GL is notified of an accident or unexpected medical need of yours at GHBC, a nursing assessment will be provided. If the initial nursing assessment indicates a need for additional medical assistance, GL shall contact appropriate health care providers.
- L. Accident or Illness Away from GHBC.** In the event you suffer an accident or illness away from GHBC, and you rely on health care and support services available in the area where the accident or illness occurred, your health insurance or other resources available to you must be used for payment for such services and GL is not responsible to provide or pay for such services. You shall make every reasonable effort to notify GL of the accident or illness, and upon your return to GHBC, you shall be entitled to all benefits under this Agreement.
- M. Limitations on Care.** GHBC is not equipped to care for persons who are afflicted with uncontrolled or untreated mental illness resulting in behavior contrary to the Conditions of Occupancy, active drug or alcohol abuse, or who require specialized psychiatric care or other specialized care services not authorized or permitted under the applicable licensure regulations or high acuity nursing care services beyond routine nursing care services. If GL determines that your mental or physical condition is such that your continued presence in a residential living apartment is either dangerous or detrimental to the life, health, or safety of you or other residents or the peaceful enjoyment of GHBC by other residents, GL may transfer you to an appropriate outside facility. GL's determination shall be made in writing and approved by its Medical Director. If the transfer is for a temporary period, then you shall continue to pay the Monthly Fee and also shall be responsible for the charges for your care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply. Except in cases of co-

occupancy where only one of you is transferred, and except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where you are a danger to self or others, or to the health, safety or peace of GHBC.

IV. PAYMENT OF FEES

A. Selection of Entrance Fee Plan. GL has disclosed and explained the various Entrance Fee Plans. You have selected the 90% Refundable Fee-for-Service Plan. Under this plan, you pay an entrance fee that is 90% refundable subject to Section IV (H) of this Agreement,. You agree to pay an Entrance Fee and a Monthly Fee as calculated in subsections B and C below. You understand that the plan you have chosen does not include any future stays in assisted living or the health care center. In the event that you receive those services during the term of this Agreement, you agree to pay for those services through a recomputed Monthly Fee which includes charges for those services at the daily or monthly rates in effect at the time you receive those services.

B. Entrance Fee. You shall pay to GL an Entrance Fee by the effective date of this Agreement as follows:

Total Entrance Fee	\$ _____.
Less Payment Received	
with this Agreement.....	\$ _____.
Less Advance Deposit Received.....	\$ _____.
Less Accrued Interest.....	\$ _____.
Balance Due	\$ _____.

C. Monthly Fee. You shall pay a Monthly Fee, payable in advance on the first day of each month, as follows:

Current Monthly Fee.....	\$ _____.
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The Monthly Fee is subject to adjustment by GL pursuant to subsection E below.

D. Costs for Other Services. You will be billed monthly for any services and supplies provided by GL but not included in the Monthly Fee. Bills for the Monthly Fee and any additional services and supplies shall be paid within ten (10) days of the billing date, or they will be subject to a late charge of 1.5% per month for each month in arrears. In the event that you fail to pay the bills of GL and your account is referred to an attorney for collection, you agree to pay all costs of collection, including reasonable attorney’s fees.

E. Adjustment to Monthly Fee. GL is committed to providing you with the quality services called for by this Agreement consistent with sound financial management. You understand and agree that the Monthly Fee may be increased

by the Corporation from time to time, at its sole discretion, and that payment of the Monthly Fee, as adjusted, shall be your obligation under this Agreement. GL further reserves the right to make adjustments to the ancillary services provided under this Agreement. A written notice will be given to you at least thirty (30) days prior to the effective date of any increase in the Monthly Fee or any adjustment to ancillary services.

- F. Absence Credit.** You may be eligible for a credit on the Monthly Fee due to absence from the community. Your eligibility for an absence credit will be determined in accordance with the published policy of GL in effect at the time the absence occurs.
- G. Use of Entrance Fee.** The Entrance Fee may be used in any manner deemed appropriate by GL to further its corporate purpose.
- H. Refund Provisions. In the event the Agreement is terminated, your entitlement to a refund shall be determined in accordance with the provisions set out below:**

1. Termination by Resident. If you (if co-occupancy: all Residents) terminate this Agreement by written notice in accordance with the Resident's termination right under Section X(A)(2), GL will refund to you an amount equal to 100% of the Entrance Fee paid if termination occurs within six months of the effective date of this Agreement. If such termination occurs thereafter, the refund amount shall be 90% of the Entrance Fee paid. The refund amount shall be reduced by any unpaid balances that you owe GL, including the aggregate amount of any financial assistance provided to you by the Corporation during the period of your residence. Any refund due under this provision shall be payable within 30 days of GL's acceptance for admission of a new resident and the occupancy of your assigned apartment by such new resident.

2. Termination by GL. If GL terminates this Agreement in accordance with its termination right under Section X(B)(2), the Corporation will refund to you an amount equal to 100% of the Entrance Fee paid if the termination occurs within six months of the effective date of this Agreement. If such termination occurs thereafter, the refund amount shall be 90% of the Entrance Fee paid. The refund amount shall be reduced by any unpaid balances that you owe GL, including the aggregate amount of any financial assistance provided to you by the Corporation during the period of your residence, less any unpaid balances owed to the Corporation.

3. Termination by Death. Upon death (if co-occupancy: the death of all residents signing this Agreement), the Corporation will refund to the Resident's estate or, alternatively, to a specific individual or trust designated by the Resident in writing provided by the Resident to the Corporation, 90% of the Entrance Fee paid, less any unpaid balances owed to the Corporation, including the aggregate amount of any financial assistance provided to you by the Corporation during the period of

your residence. Any Entrance Fee refund due under this provision shall be payable within 30 days of GL's acceptance for admission of a new resident and the occupancy of your assigned apartment by such new resident. Refunds of Monthly Fee will be made in the following manner:

a. If the Resident no longer has an assigned apartment, the Monthly Fee is terminated on the date of death.

b. If the Resident has an assigned apartment in Residential Living, the Monthly Fee then in effect shall continue at a 70% rate from the date of death until the date on which the apartment is vacated, which period shall not exceed sixty (60) days. The reduced Monthly Fee shall be calculated on a daily basis, ending on the date that the Resident's property is removed from the residential living apartment and keys and any other tangible items which are the property of the Corporation are returned to GL.

V. FINANCIAL ASSISTANCE POLICY

A. Granting of Financial Assistance. If you do not have enough sufficient financial resources to cover your monthly fees, the Corporation may grant financial assistance in the form of a discounted Entrance Fee or Monthly Fee, or both, under policies established by GL. Any resident whose financial resources become inadequate to pay monthly rates and personal expenses, through no fault of their own, is eligible to seek financial assistance; provided, however, that the refundable portion of the Entrance Fee paid shall be applied to amounts due to GL prior to the granting of financial assistance. The granting of financial assistance shall be conditioned upon the resident's release of any claim to the Entrance Fee so applied.

B. Amount of Financial Assistance. The amount of financial assistance granted is based, among other considerations, on the representations made by you at the time of application as to financial position and assets. GL may, at any time and in its sole discretion, begin, increase, decrease or terminate financial assistance because of changes in the operating costs of GL or changes in your assets or monthly income. GL reserves the right to request, from time to time, current financial statements without regard to whether financial assistance has been applied for or is then being provided. Failure to disclose all assets in application forms or in financial statements provided to GL shall constitute good cause for termination of this Agreement in accordance with the provision of Virginia Code §38.2-4905(A)(8)(v) and (vi) .

C. Claim against Estate. In the event you have received financial assistance from GL, by your signature to this Agreement, you direct your personal representative, upon your death, to pay to GL as a first lien against the assets of your estate, the aggregate amount of financial assistance you have received. You will not make any gift of real or personal property in contemplation of or

subsequent to the execution of this Agreement, which would diminish your estate or GL's claim. This provision shall apply irrespective of whether you are an occupant of one of the GL communities at the time of death. GL may deduct the full amount of financial assistance from any refund that may become due to you or your estate.

D. Duties of Recipient of Financial Assistance. As a recipient of financial assistance, you shall:

1. Apply for and diligently seek the benefit of any public assistance program for which you might qualify, including, but not limited to, Medicaid, Social Security, Supplemental Security Income, Aid to the Blind, and Veteran's Pensions. Any such benefits may be taken into account in adjusting the amount of financial assistance.
2. Report promptly to GL receipt of any property or any material increase or decrease in the value of your income or assets, whether as the result of gift, inheritance, change in public assistance benefits or otherwise.
3. Refrain from transferring any material assets for less than fair market value, whether by gift, sale or otherwise. You hereby represent that you have not transferred any material assets for less than fair market value in contemplation of residence at GL.
4. Execute any instrument, including notes, assignments, security agreements and deeds of trust, that GL deems necessary or desirable to evidence or secure its claim for repayment of any financial assistance.

Any violation of these provisions shall constitute good cause for termination of this Agreement in accordance with the provisions of Virginia Code §38.2-4905(A)(8)(v) and (vi).

E. Accommodations. GL reserves the right to select the location and type of accommodations it deems most appropriate for any resident receiving financial assistance.

VI. RIGHTS AND OBLIGATIONS OF RESIDENT AS TO PROPERTY

- A. Resident's Rights.** Your rights under this Agreement are purely personal and may not be assigned, transferred, inherited or devised. Although you are granted the right to occupy an assigned apartment, this Agreement is not a lease, and you are granted no right of ownership of any property of the Corporation. You agree that your rights under this Agreement, including your right to a full or partial refund, will at all times be subordinate to the rights of any lender under any mortgage, deed of trust or other security interest that the Corporation has given with regard to any of its property, or which it may give in the future, and that this subordination will extend to all amendments, modifications, replacements or refinancing thereof.

- B. Right of Entry.** Employees of the Corporation shall have the right to enter your apartment at any time to respond to fire or medical alerts and for other emergency purposes. With prior announcement and at reasonable times, GL shall have the right to enter your apartment to perform housekeeping, maintenance and inspection functions.
- C. Removal of Property.** Upon termination of this Agreement or permanent transfer to a level of living other than residential living, all of your property is to be removed from the residential living apartment within a period not to exceed sixty (60) days, during which period the Monthly Fee then in effect shall continue at a reduced rate of 70%, calculated on a daily basis, until all such property is removed. If your property remains unclaimed upon the expiration of the sixty (60)-day period, we reserve the right to remove your property from the residential living apartment and to dispose of it. You or your estate shall be obligated to pay all costs for the removal and/or disposal of your property.
- D. Damage or Loss of Property.** You shall insure your property and person against casualty and theft loss, in addition to having coverage for any damage to the Corporation or other residents that may be a result of actions caused by you. The Corporation shall not be responsible for damage or loss of any of the Resident's property by casualty, theft or other cause. You shall provide GL with Certificates of Insurance verifying required coverage. Policies shall be endorsed so as to provide that GL shall receive thirty (30) days prior written notice of cancellation or non-renewal.
- E. Responsibility for Damages.** You shall reimburse the Corporation for any costs incurred or damages suffered by the Corporation resulting from carelessness, negligence or wrongful acts of you or your guests.
- F. Indemnification.** You shall indemnify and hold GL harmless from and against, and be responsible to pay for, any damages, including attorneys' fees and reasonable costs, including those incident to establishing the right to indemnification, resulting from any injury to or death of any person or other resident, or resulting from any damage to or loss of the property of any person or resident, caused by your acts or omissions, to the fullest extent permitted by law.

VII. TRANSFER TO ASSISTED LIVING OR THE HEALTH CARE CENTER WITHIN GHBC OR TRANSFER TO AN OUTSIDE FACILITY

- A. Conditions of Occupancy.** You shall have the right to occupy the residential living apartment for so long as you satisfy the Conditions of Occupancy. Whenever it is deemed necessary by GL, in its sole discretion, GL shall have full authority to conduct a Health Evaluation Process to determine your ability to satisfy the Conditions of Occupancy.
- B. Decision to Transfer**

1. **Authority to Transfer.** GL may transfer you from and between the residential living apartment and Assisted Living, the Health Care Center or any other appropriate care facility, if GL determines that such a move should be made because of your inability to comply with the Conditions of Occupancy, or for your health and safety, the health, safety and peaceful enjoyment of other residents, for the proper operation of GHBC, to comply with regulations of the Virginia Department of Social Services, the Virginia Department of Health, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or to otherwise meet the requirements of law. If you are transferred permanently to Assisted Living, the Health Care Center or to any other appropriate facility authorized under this Agreement, GL may declare your residential living apartment vacant and reassign the residential living apartment to another resident.

 2. **Role of Medical Director.** GL will appoint a medical doctor licensed to practice medicine in the Commonwealth of Virginia as its Medical Director. Upon certification by the Medical Director or your attending physician, that you are no longer capable of meeting the Conditions of Occupancy of the residential living apartment, you or your next of kin, legal representative or agent acting on your behalf, will be notified by GL that arrangements will be made for your immediate transfer to Assisted Living, the Health Care Center or another appropriate care facility. GL shall not be liable for acting in accordance with the certification of the Medical Director or your attending physician. The decision as to whether a transfer shall be deemed temporary or permanent shall be made by GL in its sole discretion. GL shall consider your opinion and the advice of a family representative, if available, and, if requested and at your expense, a private physician. Your opinion and the advice of family and of your physician are advisory only, and shall not be binding on GL.
- C. Transfer to Assisted Living or Health Care Center at GHBC.** If you become ill or incapacitated, and in the opinion of the Admissions and Assessment Committee, with the advice of the Medical Director, the illness or incapacity requires you to be transferred to Assisted Living or the Health Care Center, such care will be available on either a temporary or permanent basis at private pay rates. During your temporary occupancy in Assisted Living or the Health Care Center, the Admissions and Assessment Committee, with the advice of the Medical Director or your physician and, if reasonably available, family members, will determine whether or not the stay in Assisted Living or the Health Care Center is temporary or permanent. If the Admissions and Assessment Committee determines that your health is such that occupancy in Assisted Living or the Health Care Center will be permanent, your residential living apartment will be released (if not occupied by another resident) and made available for occupancy by another resident. In the event that GL decides that the transfer is permanent, you shall surrender the residential living apartment within thirty (30) days of notice of its

decision.

D. Transfer to Hospital or Other Outside Specialized Care Facility. In the event that hospitalization or specialized care or other outside care of you becomes necessary as determined by the Admissions and Assessment Committee, with the advice of GL's Medical Director, you will be transferred to a hospital, Special Service Facility, or other outside health care provider. The Admissions and Assessment Committee, with the advice of the Medical Director, may declare your residential living apartment vacant (unless occupied by another resident) if you have been transferred to a hospital, Special Service Facility or other outside health care provider for health conditions which, in the opinion of the Medical Director, require permanent or prolonged residence in the outside facilities. You shall surrender the residential living apartment within thirty (30) days after notice of GL's determination that the transfer will be permanent.

E. Costs Related to Transfer to an Outside Facility

1. **Single Occupancy.** During any temporary transfer to an outside health care facility or Special Service Facility or hospital, you shall continue to pay the Monthly Fee and all costs and charges related to the transfer to the outside facility. Upon permanent transfer to an outside facility, and upon surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions of this Agreement. Any refund due shall be paid in accordance with the refund provisions of this Agreement.

2. **Co-Occupancy**

a. **Transfer of One Resident.** During any temporary transfer of one Resident to an outside facility, the Monthly Fee shall continue to be due and payable. Upon the permanent transfer of one Resident to an outside facility, the Monthly Fee shall be reduced to the single occupancy rate for the residential living apartment. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital.

b. **Transfer of Both Residents.** In the event both Residents are temporarily transferred to an outside facility, the Monthly Fee shall continue to be due and payable. In the event both Residents are permanently transferred to an outside facility, then, after the surrender of the residential living apartment, the obligation to pay the Monthly Fee shall end and this Agreement shall terminate in accordance with the termination provisions. Any refund due shall be paid in accordance with the refund provisions of this Agreement. Additionally, you shall pay all costs and charges related to the transfer to and occupancy of the outside facility or hospital.

3. **Transfer Because of Insufficient Space.** If, in the opinion of the Medical Director or the Admissions and Assessment Committee, you require prompt access to nursing care or assisted living within GHBC and no space is available, then you may be transferred to an outside facility selected by GL with accommodations substantially equivalent to the accommodations in the Health Care Center or Assisted Living for a temporary period and until such time as nursing care or assisted living within GHBC becomes available. You shall have access to the next available accommodation in the Health Care Center or Assisted Living. When you reside in an outside nursing or assisted living facility because of insufficient space and are receiving care which you would otherwise receive in the Health Care Center or Assisted Living, you shall pay the same charges for nursing and assisted living care as if receiving care in the Health Care Center or Assisted Living. GL shall pay on your behalf to the outside nursing or assisted living facility that facility's daily rate for your care in equivalent accommodations. You shall pay the outside facility's charges for additional services or other services which are not included in the outside facility's daily rate. GL reserves the right to arrange for the provision of temporary nursing or assisted living in the residential living apartment with the approval of the attending physician or Medical Director.

F. Release of or Return to Residential Living Apartment after Transfer

1. **Temporary Transfer.** If you are admitted temporarily to Assisted Living, the Health Care Center, or a hospital or other outside facility, with a medical prognosis of recovery and return to health consistent with the Conditions of Occupancy, then you shall retain occupancy of the residential living apartment for the purpose of resuming residency. During any period of temporary transfer, you shall continue to pay the applicable Monthly Fee for the residential living apartment. You may return to the residential living apartment which has been retained in accordance with the terms of this provision at such time as GL determines that you can satisfy the Conditions of Occupancy.
2. **Permanent Transfer.** If you are permanently transferred to Assisted Living, the Health Care Center, or a hospital or other appropriate outside facility, you shall surrender and vacate the residential living apartment within thirty (30) days of written notice of GL's decision to permanently transfer you. If the Admissions and Assessment Committee, with the advice of the Medical Director, determines that you subsequently have recovered sufficiently to satisfy the Conditions of Occupancy of a residential living apartment, you, upon request, shall be eligible for consideration to receive the next available residential living apartment with a floor plan comparable to the one relinquished.

VIII. CHANGE OF APARTMENT

The Corporation may, in appropriate circumstances, approve your request to move to another apartment within GHBC. Correspondingly, the Corporation reserves the right to relocate you to another apartment in order to undertake repairs, refurbishment or enhancement of your existing apartment. Where the relocation is temporary in nature, the Corporation will assign to you an apartment nearest in size to your existing unit, depending upon availability. In the event of a major renovation affecting multiple units, a permanent relocation may be made. In such event, the Corporation will utilize its best efforts to transfer you to an apartment of the same size, or larger, than your existing unit. In the event of a permanent relocation, whether at your request or ours, the Corporation shall determine, in its sole discretion, the amount of any additional Entrance Fee or any refund or credit of such that may be appropriate to the new apartment.

IX. MARRIAGE AND/OR ADDITIONAL OCCUPANTS

- A. Non-Resident.** In the event you desire to marry or cohabitate with another person, the proposed additional occupant must be eligible for admission under the Corporation's health and financial status policies. The additional occupant shall execute an Agreement with the Corporation upon such terms and conditions as are agreed upon by the Corporation, the Resident and the additional occupant, and in no case shall the Entrance Fee for the additional occupant be less than that charged for a single person in the smallest apartment. The Monthly Fee shall be increased to the rate applicable for two people living in an apartment of the size occupied by you and the additional occupant. If the proposed additional occupant does not meet the eligibility requirements for admission under this Agreement, the Corporation may enter into an alternate Agreement for occupancy and services at its sole discretion.
- B. Other Resident.** In the event that you desire to marry or cohabitate with another resident admitted under a separate Resident Agreement, and thereafter occupy a single residential living apartment, then you and the other resident shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two residential living apartments occupied by you and the other resident shall be thereafter occupied jointly. The residential living apartment not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated residential living apartment. Any applicable refund shall be paid to the resident surrendering his/her residential living apartment upon the termination of the resident's Resident Agreement, but only after the vacated residential living apartment has been reoccupied by another resident and the applicable Entrance Fee for the residential living apartment has been paid in full by the reoccupying resident. Each one of you shall then be treated as a Resident, and any subsequent refund shall be paid in accordance with the refund provisions of this Agreement relating to co-occupancy, unless otherwise agreed upon in writing. In the event you request to move to a larger residential living apartment not then occupied by you or your anticipated resident, then subject to GL's approval and the

availability of a larger residential living apartment, you and such other person shall pay an additional fee, which shall be equal to the amount, if any, by which the then current Entrance Fee for co-occupancy of the selected residential living apartment exceeds the sum of the initial Entrance Fee paid by you and your anticipated resident. The additional fee shall be immediately payable to GL, and the Monthly Fee for co-occupancy of the designated residential living apartment shall be paid commencing upon transfer. This Agreement shall be amended to reflect the change in the residential living apartment, the change in the Monthly Fee, and any other matters reasonably necessary for your transfer to the designated or alternative residential living apartment.

X. TERMINATION OF AGREEMENT

A. Termination by Resident

1. **Right of Rescission and Seven (7) Day Rescission Period.** You may terminate this Agreement for any reason, without penalty or forfeiture, within seven days after the effective date of this Agreement. In no case shall you be required to move into GHBC before the expiration of this seven-day period.
2. **Voluntary Termination Upon Notice.** You may terminate this Agreement for any reason at any time by giving written notice to the Corporation at least thirty (30) days before the last day of residency. You agree to pay the Monthly Fee during the thirty (30) day notice period, as well as all amounts owed to GL and any expenses incurred by GL in connection with termination, including any necessary repairs to your apartment.

B. Termination by GL

1. **Events Precluding Occupancy.** Prior to occupancy, this Agreement shall automatically terminate upon death or a material illness, injury or incapacity that precludes occupancy between the time of executing this Agreement and the actual effective date. In such case, the Resident or Resident's estate shall receive a full refund of the Entrance Fee payment.
2. **Termination for Good Cause.** GL may terminate this Agreement at any time for good cause. Good cause shall be limited to:
 - a. Conduct that constitutes a danger to the life, health or safety of self or others;
 - b. Failure to pay the Monthly Fee and other charges made under the terms of this Agreement;
 - c. Repeated conduct that interferes with other residents' quiet enjoyment;

- d. Persistent failure to comply with the Corporation's written rules and regulations for residents of GHBC as in effect from time to time;
- e. A material misrepresentation made intentionally or recklessly in the application for residency, or in related materials, regarding information that, if accurately provided, would have resulted in either a failure to qualify for residency or a material increase in the cost of providing care and services provided under this Agreement;
or
- f. A material breach of the terms and conditions of this Agreement.

If termination of the Agreement is contemplated for good cause, GL will provide thirty (30) days' written notice unless continued occupancy threatens the life, health or safety of a resident or others, in which case such notice as is reasonably practicable under the circumstances will be provided to the resident or the resident's representative and the termination of this Agreement may be effective immediately. In the event that the basis for termination is conduct or a condition that is capable of cure, GL will provide an opportunity to cure such conduct or condition within a reasonable period.

C. Termination by Death. This Agreement shall automatically terminate upon death.

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

XI. CO-OCCUPANCY

When more than one resident executes this Agreement, the amount of the Entrance Fee and provisions governing refunds and the Monthly Fee will be based on the co-occupancy provisions in section IV(H) of this Agreement. Each Resident will be jointly and severally responsible for the terms of this Agreement. Accordingly, in the event of termination by death, this Agreement shall not terminate until the death of the last surviving Resident, and in the event of voluntary termination, this Agreement shall not terminate until termination by the last occupying Resident.

XII. ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian. If you become incapacitated or unable to properly care for yourself or your property, and no representative has been lawfully designated to act on your behalf or no lawfully designated representative is available or willing and able to act on your behalf, then GL may institute legal proceedings to adjudge you incapacitated and have a guardian appointed for you or your estate or both. You authorize GL to nominate a legal guardian to serve subject to court approval, and

you release GL from any liability related to the nomination. All costs of such legal proceedings, including attorneys' fees, shall be paid by you or the legally appointed guardian of your estate.

- B. Will and Funeral Arrangements.** You shall, prior to the date of occupancy, provide to GL in writing the name of the personal representative (whether executor, executrix or trustee) appointed in your estate planning documents, the name of the funeral director responsible for your burial or cremation, and the plan for disposition of your personal property placed at GHBC upon death. You agree to provide written notice to GL of any changes to the foregoing information during the period of your residence.
- C. Advance Directives**
1. **Power of Attorney.** You are encouraged to furnish GL, no later than the date of occupancy, a durable power of attorney executed by you which shall be maintained in the files of GHBC.
 2. **Living Will.** If you have executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, you shall provide a copy of the living will to GL prior to occupancy, and a copy of any revisions or changes made to the document during your term of occupancy. In the event of transfer to the Health Care Center, GL shall comply with your instructions or requests as reflected in your living will, if your advance directive is consistent with law and its policy, as such policy may change from time to time. If GL cannot comply with your advance directive as reflected in your living will, then it shall assist in arranging for your transfer to another health care provider, if reasonably available, which will comply with your advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and you shall be responsible to pay such costs.

XIII. OTHER RIGHTS AND OBLIGATIONS OF RESIDENT

- A. Resident's Compliance Obligations.** You shall comply with the rules, regulations, policies and procedures established by GL and such amendments, modifications or changes in such rules, regulations, policies and procedures as may be adopted from time to time by GL.
- B. Pets.** Under limited circumstances as approved by GL, you may have a pet so long as it meets the requirements of its pet policy. You shall assume financial responsibility and any obligations for any damage caused by the pet, which will be secured by paying a deposit at the time of move-in. The pet policy is subject to change from time to time. If you require the assistance of a pet due to your health condition or disability, you shall not be required to pay the pet deposit. GL reserves the right to rescind approval of the pet if it determines that the pet constitutes a nuisance or danger to GHBC, or threatens the quiet enjoyment of other residents.

Upon termination of this Agreement, all or a portion of the pet deposit may be refundable as determined by GL, in its discretion.

- C. Smoking.** GHBC is a smoke restricted community. Smoking is not permitted anywhere on GHBC's campus, including common areas, except in designated smoking areas in accordance with GL's smoking policy described in the Resident Handbook. You shall assume financial responsibility for any damage caused by smoking in your residential living apartment. GHBC may terminate this Agreement for non-compliance with the smoking policy in accordance with the provisions of Virginia Code §38.2-4905(A) (8)(iii) and (vi). You are responsible for paying any and all damages to the residential living apartment resulting from smoking, including painting and refurbishing costs which will be substantially more than routine refurbishment costs, due to smoke damage. Upon termination of this Agreement, GL may deduct from any refund otherwise due under section IV(H) of this agreement all refurbishment costs arising from smoke damage as determined by GL, in its discretion.
- D. Trade, Business or Occupation.** You may utilize any residential living apartment to engage in a trade, business or other occupation with prior approval from the Executive Director. GL will not be liable for any trade, business or occupation conducted in any residential living apartment. No trade, business or occupation will be allowed that would infringe upon the quiet enjoyment of other residents.
- E. Keys and Locks.** GL shall provide you with a set of keys to access your residential living apartment and the common areas within GHBC. If you wish to make a duplicate of a key, the key must be duplicated through services provided by GL. You are prohibited from distributing a key or a duplicate of a key to anyone without first obtaining GL's approval. Upon GL's approval, the key to be distributed to an individual identified by you must be registered with GL. GL shall not be responsible for any loss, damage or theft of any personal property belonging to you, your estate or your guests as a result of the duplication of your key(s). You agree not to install additional locks or gates on any doors or windows of the residential living apartment without GL's express written consent. If GL approves your request to install such locks, you shall provide GL with a key to each lock. Upon termination, you agree to surrender all keys to the residential living apartment to GL.
- F. Medical Examinations.** You agree to have a medical examination if GL makes a determination, in its sole discretion, that you are unable to meet the Conditions of Occupancy. The cost of the medical examination shall be paid by you.
- G. Motor Vehicle Operating Privileges.** You shall operate a motor vehicle in accordance with the rules and regulations reflected in the Resident Handbook, which include, but are not limited to, legal speed limits and safe driving procedures and practices. GL reserves the right to revoke your driving and parking privileges on its property if you do not abide by the applicable rules, regulations, policies and procedures.

- H. Release Regarding Conduct of Guests.** GL assumes no responsibility for the conduct of guests, and you hereby agree that you will assert no claim against GL for personal injury to you or damage to your personal property arising from or related to the conduct of guests.
- I. Community Fire Drills.** You must participate in and adhere to all fire drills and emergency drills if you are present on GHBC's premises.

XIV. CASUALTY LOSS

In the event the residential living apartment occupied by you, or the building in which the residential living apartment is located, is destroyed or so damaged by fire or other casualty as to render the residential living apartment or the building generally unfit for occupancy, GL will endeavor in good faith to rebuild and replace the residential living apartment and/or building with substantially similar accommodations unless doing so would threaten its financial viability. If the damage does not render the residential living apartment unfit for occupancy, GL shall be obligated to rebuild or repair the damage to the residential living apartment as soon as reasonably possible for occupancy by you. In the event you are unable to occupy the residential living apartment for any period of time during any reasonably necessary period of restoration of the residential living apartment, the Monthly Fee shall be reduced proportionately, unless a vacant residential living apartment is available within GHBC or outside GHBC for your temporary occupancy. In the event that GL determines that rebuilding threatens its financial viability so as to preclude replacement of the residential living apartment or building, then GL will strive to develop an alternative restoration plan in which GL will exercise its best efforts to locate, identify or provide, if financially feasible as determined by it, reasonable alternative accommodations for any resident affected by such a loss.

XV. GHBC'S GRIEVANCE PROCEDURE

- A. Reporting Complaints.** If you believe that you are being mistreated in any way or your rights have been or are being violated by staff or another resident or in any other way, you shall make your complaint known to GHBC's staff and follow the grievance procedure as described in the Resident Handbook.
- B. GHBC's Obligations.** GHBC will review and investigate the complaint and provide a response to you.

XVI. MISCELLANEOUS

- A. Resident Records.** You consent to the release of your personal and medical records maintained by GL for treatment, payment and operations as determined reasonably necessary by it. Any such release may be to GL's employees, agents and to other health care providers from whom you receive services, to third-party payors of health care services, to any Managed Care Organization in which you may be enrolled, or to others deemed reasonably necessary by GL for purposes of

treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from you where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain your records without your written consent or authorization.

- B. Representations.** The application, financial statement and health history statement filed with GL are incorporated in this Agreement by reference. You acknowledge that all statements contained therein are true and that there have been no material omissions or adverse changes unless such representations have been subsequently conveyed to GL in writing.
- C. Binding Effect.** The covenants and conditions contained in this Agreement shall bind and inure to the benefit of the Corporation and you and your respective heirs, distributees, executors, administrators, attorneys-in-fact, committees and successors.
- D. Residents' Rights.** The Resident acknowledges that he or she has been informed and had explained to him or her the following:
1. Title 63.2-1808 of the Code of Virginia (Rights and Responsibilities of Residents of Assisted Living Facilities).
 2. The policies and procedures of GL for implementing Title 63.2-1808 of the Code of Virginia.
 3. GL's policy regarding weapons on the premises.
- E. Entire Agreement.** This Agreement, including all Addenda, constitutes the entire Agreement between the Corporation and you.
- F. Waiver of One Breach Not a Waiver of Any Other.** The failure of GL in any one or more instances to insist upon your strict performance of and compliance with any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment by the Corporation of its right to insist upon your future strict compliance.
- G. Governing Law.** The parties agree that the laws of the Commonwealth of Virginia shall govern all of their rights and duties under this Agreement, the interpretation of its language, and any questions concerning performance and discharge.
- H. GL's Modification of Agreement and Policies.** GL reserves the right to modify unilaterally this Agreement to conform to changes in law or regulation, and to modify unilaterally its rules, regulations, policies and procedures.
- I. Severability.** If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such

provision shall be severed from the Agreement and the balance of this Agreement shall remain in full force and effect.

- J. Notice.** Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when post-marked, postage prepaid and addressed as follows:

To GHBC:

**Attn: Executive Director
4800 Fillmore Avenue
Alexandria, VA 22311**

To Resident (before occupancy):

After occupancy, notice will be provided to you where you reside at the time the notice is given.

- K. Consent to Assignment.** You consent to the assignment by GL of its right, title and interest in this Agreement.

IN WITNESS WHEREOF, Goodwin House Incorporated d/b/a Goodwin Living, through its duly authorized representative, and you have executed this Agreement to be effective as of the date first above written. You attest to having read this Agreement, having had any questions regarding its provisions answered and having understood its provisions.

GOODWIN HOUSE INCORPORATED d/b/a GOODWIN LIVING

By: _____
Authorized Representative

Resident

Resident

Draft 1-25-2011
Effective 1, 2011

**GOODWIN HOUSE ALEXANDRIA AND
GOODWIN HOUSE BAILEY'S CROSSROADS**

CONDITIONS of OCCUPANCY of RESIDENTIAL LIVING APARTMENT

A resident must satisfy the following conditions of occupancy in order to reside in a residential living apartment:

1. Possess the ability to safely meet one's individual personal care needs.
2. Maintain the ability to complete, without assistance, the activities of daily living to ensure health, safety and welfare, and the safety of others. In addition, residents must be able to respond to an emergency situation.
3. Not require specialized care facilities which are designed to meet the specialized care needs of individuals who need institutional, personal, or nursing care services.
4. Maintain the residential living apartment in a safe and sanitary manner.
5. Maintain one's self and the residential living apartment in such a way so as not to pose a threat or danger to one's health or safety or the health or safety of others in the community.
6. Maintain the ability to reside safely in the residential living apartment without becoming disoriented as to person, place and/or time so as to be at risk of elopement or other actions, including socially offensive or aggressive behaviors, which would endanger the resident or threaten the safety or well-being of other residents.
7. Demonstrate that, upon resident's request for a reasonable accommodation to remain in the residential living apartment, such accommodation shall be secured with appropriate and qualified assistance, and by the execution of and compliance with the Release of Liability Addendum & Addendum to Resident Agreement.
8. Demonstrate sufficient financial resources to meet all financial requirements of residency or apply for and be granted financial assistance.
9. Comply with the rules, policies and procedures related to occupancy of a residential living apartment and meet the requirements imposed by the Commonwealth of Virginia Department of Social Services.

GOODWIN HOUSE BAILEY'S CROSSROADS

RELEASE OF LIABILITY ADDENDUM TO RESIDENT AGREEMENT

THIS ADDENDUM, effective this ____ day of _____, 20____, amends the Resident Agreement (called "Agreement"), and any other addenda or amendments to the Agreement entered into by and between Goodwin House Incorporated, a Virginia non-profit corporation, d/b/a Goodwin Living (called "GL"), and _____ (called "Resident").

RECITALS:

GL operates a continuing care retirement community known as Goodwin House Bailey's Crossroads (called "GHBC") located at 3440 S. Jefferson Street, Falls Church, Virginia;

Resident entered into the Agreement with GL dated _____;

GL is of the opinion that Resident no longer meets the conditions of occupancy for a residential living apartment in that his/her care needs require a permanent level of living transfer to an assisted living, memory support or health care center with appropriate nursing and supportive care services;

Despite GL's opinion that Resident no longer meets the conditions of occupancy, Resident desires to continue to reside in his/her residential living apartment and to assume the risk of injury to himself/herself as a result of residing in the residential living apartment while in the opinion of GL requiring a permanent level of living transfer; and

Resident has requested that GL make certain accommodations to its program and policies in order for Resident to remain in the residential living apartment.

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

1. GL shall allow Resident to continue to reside in the residential living apartment provided that Resident shall make arrangements with private duty personnel, or a [capable] spouse or family member who is approved by GL, for the provision of private duty nursing, home care or companion services to ensure to the satisfaction of GL that his/her care needs are met in the residential living apartment.

2. Resident must adequately demonstrate to GL the financial ability to pay for the costs and charges related to private duty nursing, home care or companion services prior to utilizing such services. The utilization of private duty personnel shall not impair Resident's ability to fulfill his/her financial obligations to GL. GL may from time to time request from Resident financial statements and copies of tax returns to verify Resident's financial ability to meet his/her obligations. Resident shall comply with such requests made by GL.
3. Resident shall pay directly to private duty personnel all costs and charges related to the provision of private duty nursing, home care or companion services while residing in the residential living apartment.
4. Resident authorizes the private duty personnel, spouse or family member, and any successor caregiver for the provision of private duty nursing, home care or companion services, to provide reports to GL whenever requested by GL for the purpose of confirming whether Resident's health and personal care needs are being met by the private duty personnel, spouse or family member. Resident also authorizes and directs the private duty personnel, spouse or family member, and any successive caregiver, to notify GL in the event the services of the private duty personnel, spouse or family member are terminated by the Resident or the private duty personnel, spouse or family member. Resident's authorization for the release of such information is hereby made irrevocable. Resident authorizes GL to disclose this Addendum to the private duty personnel, spouse or family member to substantiate such authorization. Resident shall be required to provide GL with a care plan on a weekly basis, which care plan must establish to the satisfaction of the Medical Director and the Executive Director that Resident, with additional support services, can reside safely in and continue to occupy the residential living apartment and that Resident does not pose a direct threat to the health or safety of himself/herself or others. In the event a [capable] spouse or family member serves as Resident's caregiver and subsequently becomes [physically or cognitively] incapable of serving in such capacity, then Resident shall retain an alternative family caregiver approved by GL or private duty personnel to meet his/her care needs in the residential living apartment.
5. If GL, in its sole discretion, determines that Resident is unable to reside safely in the residential living apartment despite such accommodations, or if Resident fails to comply with paragraphs one through four of this Addendum, then GL reserves the right to transfer Resident from the residential living apartment to an outside care facility or GL's Assisted Living Facility or Health Care Center if it determines that such a move should be made because of the inability of Resident to reside safely in the residential living apartment, or for the health and safety of the Resident, the health, safety and peaceful enjoyment of other residents, for the proper operation of GHBC, to comply with regulations of the Virginia Department of Social Services, the Virginia Department of Health, local regulations of the Fire Department, or any other duly constituted authorities or agencies, or to otherwise meet the requirements of law.

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

7. Resident hereby releases, waives, and discharges GL, its officers, administrators, directors, employees, agents, affiliates, successors, predecessors and its respective employees and representatives (the "Released Parties") of and from any and all claims, actions, causes of action, complaints, demands, suits, debts, torts, losses, costs, expenses, fees, interest, rights, liabilities, damages, and injuries, whether direct, indirect or consequential, related to any personal injury or harm to Resident, including permanent disability or death, which is related to or arises from or is attributable to Resident residing in the residential living apartment while, in the opinion of GL, requiring a higher level of living. Resident further covenants and agrees that he/she will not sue any Released Party or otherwise assert any claim against any Released Party related to, arising from or attributable to the Resident's decision not to transfer to a higher level of living.

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

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

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

Resident Date

GOODWIN LIVING

By: _____
Authorized Representative Date

GOODWIN LIVING**POLICY/PROCEDURES**

TITLE: Private Duty Personnel	EFFECTIVE DATE: 02/14/08
OFFICE OF PRIMARY RESPONSIBILITY: HW	POLICY LOCATION: HW
REVIEWED BY POLICY COMMITTEE: 11/11/2022	DISTRIBUTION LIST: HW
APPROVAL:	

POLICY:

It is the policy of Goodwin Living to ensure that private duty personnel meet state and federal guidelines as well as the requirements of Goodwin Living. Twenty-four hour live-in private duty personnel are prohibited at both communities.

PROCEDURE:

All private duty personnel are under the direction of the Department of Health and Wellness. All concerns and personal needs regarding a resident's care should be dealt with directly through the Administrator, Director of Nursing or designee. Resident care should be monitored and supervised by the professional nurses on the staff. The quantity and quality of time in attendance should be utilized to the fullest in order to achieve goals and increase a resident's capabilities in performing activities of daily living. Private duty personnel may assist with the resident care plans.

1. Private duty personnel, regardless of the type of work they perform (nursing, companion, housekeeping, etc.) are the financial responsibility of the resident and/or family.
2. Private duty personnel must meet the community standards and adhere to ALL Goodwin Living policies. Individuals on duty must be neat, clean, well-groomed, and wear clothing in accordance with health regulations. Our reputation is determined to a large extent by the impression made by each and every team member. A professional appearance is required. Uniformed team members are responsible to always wear a clean uniform while on duty and adhere to Goodwin Living dress code policy and quality standards. Name tags are required.

<https://goodwinhouseincorporated.sharepoint.com/:w:/r/sites/GoodwinHouseIncorporated2-Policies-Procedures/Shared%20Documents/Policies-Procedures/Goodwin%20Living%20Common%20Policies/H%26W/Private%20Duty%20Personnel%20Policy%20-%20Final%202022.docx?d=wbcada19fd9d2404f8374cf744c19e6b5&csf=1&web=1&e=UX2V7>

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Issued 6/29/04; Revised 11/9/04; Reviewed 6/16/06; 2/14/08; Reviewed 07/15/14; 7/14/15; 7/8/16; 7/25/17, 7/13/18, 7/2/19, 7/20/20, 7/1/21, 7/14/22, Revised 11/15/2022

3. All private duty personnel must be registered by completing the “Private Duty Registration Form” prior to reporting for or on the first day of duty. The form can be obtained from the Director of Nursing or designee. It is the responsibility of the private duty personnel to return the completed form to the Director of Nursing or designee to keep on file.
4. All outside private duty personnel will be provided an orientation packet. Private duty personnel will review and sign the acknowledgement page prior to starting service.
5. Private duty personnel are to sign in and out every time they are on duty at the Reception Desk. The kiosk is located at the Reception Desk. Absence or tardiness must be reported to the shift supervisor on duty in order to ensure the continuity of resident care. In the event of a fire or other emergency, private duty personnel should follow the directions of the shift supervisor and the trained GL staff. All unsafe acts or conditions should be reported to the shift supervisor on duty in order that corrective action may be taken. Private duty personnel are under the supervision of the Charge Nurse on the individual households of the Health Care Center and Assisted Living. In the apartment setting, the private duty personnel are to report to the Clinic Nurse during regular business hours at each community and the shift supervisor during evening and weekend hours. The shift supervisor can be reached at 703-578-7256 (GHBC), 703-824-1580 (GHA) and 703-797-3845 (TVA).
6. Private duty personnel are to remain with their resident unless performing specific errands for the resident. Phone calls must be limited to those regarding care for their employer or an emergency.
7. Private duty personnel are not permitted to smoke in the building or on any Goodwin Living campus.
8. Private duty personnel are to eat only in designated dining areas unless eating with their resident. No personal business, i.e., phone calls or laundry, is permitted while working on GL property. Use of cell phones during working hours is prohibited.
9. Meals are to be paid for at the Bistro unless other arrangements are made. Private duty personnel should follow the GHA parking policy while working at GHA. They should park at Northern Virginia Community College unless approved otherwise. If long-term employment occurs, arrangements can be made for a parking sticker. Private duty personnel at GHBC and TVA may park in the visitor spaces.
10. Private duty personnel are not to receive visitors while on duty and may not bring children to work with them.

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11. All Private Duty Personnel: If the private duty personnel are employed through an agency, that agency must comply with the following provisions prior to the placement upon request. Any private duty personnel not employed through an agency must meet the same requirements.
- a. Agency must be licensed through the Commonwealth of Virginia by the State Department of Health.
 - b. All employees of the agency must be bonded and insured.
 - c. Agency must provide an updated copy of their certificate of insurance for liability and worker's compensation.
 - d. Agency must assure that their employees have satisfactory work-related performances.
 - e. All personnel must follow rules and regulations of Goodwin Living.
 - f. Agency must provide copy of criminal background check.
 - g. Agency must provide appropriate health information for each employee (initial TST, Quantiferon blood test, or CXR and annual TB screen thereafter).
 - h. Agency must provide documentation that the employee is fully vaccinated and has received at least one current booster.
 - i. Agency must provide current license for each employee.
 - j. All personnel must sign the HIPAA statement (attached).
12. The Administrator of Health Services, Director of Nursing or designee must approve all private duty personnel.
13. For the safety and security of the residents and team members, Goodwin Living prohibits the practice of unauthorized solicitation. Should you be solicited by an unauthorized person, please notify Administration immediately.
14. Private duty personnel may be discharged immediately by Goodwin Living without warning, for reasons including but not limited to the following:
- verbal or physical mistreatment of residents
 - professional negligence
 - discussing confidential matters
 - insubordination
 - falsification of records
 - stealing
 - being under the influence of drugs or alcohol while on duty
 - possession of weapons
 - fighting

<https://goodwinhouseincorporated.sharepoint.com/:w:/r/sites/GoodwinHouseIncorporated2-Policies-Procedures/Shared%20Documents/Policies-Procedures/Goodwin%20Living%20Common%20Policies/H%26W/Private%20Duty%20Personnel%20Policy%20-%20Final%202022.docx?d=wbcada19fd9d2404f8374cf744c19e6b5&csf=1&web=1&e=UX2V7>

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- alcohol use
 - gambling
 - any conduct in violation of a rule of the corporation or conduct detrimental to the best interest of the corporation or the resident.
15. Any questions you may have regarding policies and procedures or work-related information about the resident or yourself should be directed to the Executive Director, Associate Executive Director, Director of Clinical Services, or the Director of Nursing.

<https://goodwinhouseincorporated.sharepoint.com/:w:/r/sites/GoodwinHouseIncorporated2-Policies-Procedures/Shared%20Documents/Policies-Procedures/Goodwin%20Living%20Common%20Policies/H%26W/Private%20Duty%20Personnel%20Policy%20-%20Final%202022.docx?d=wbcada19fd9d2404f8374cf744c19e6b5&csf=1&web=1&e=UX2V7>

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Goodwin Living Private Duty Registration Form

PART A – To be completed by private duty employee & turned into Director of Nursing

Name <small>Last, First, Middle/Maiden</small>	Address	Driver's License/ID	Date of Birth	Resident Apt./Room	Employer Agency

Have you ever been convicted of a crime(s) but excluding offenses committed before your eighteenth birthday which were finally adjudicated in a juvenile court or under a youth offender law? _____ Yes _____ No

If yes, list name at the time the crime(s) was committed, list all crimes, and explain:

Are you the subject of any pending criminal charges? _____ Yes _____ No

If yes, please explain: _____

I hereby affirm that the information provided on this form is true and complete, and I agree and understand that any falsification of information herein, regardless of time of discovery, may cause forfeiture on my part to any employment offered as a private duty by my employer. I understand that all information on this form is subject to verification.

Signature of applicant _____ Date _____

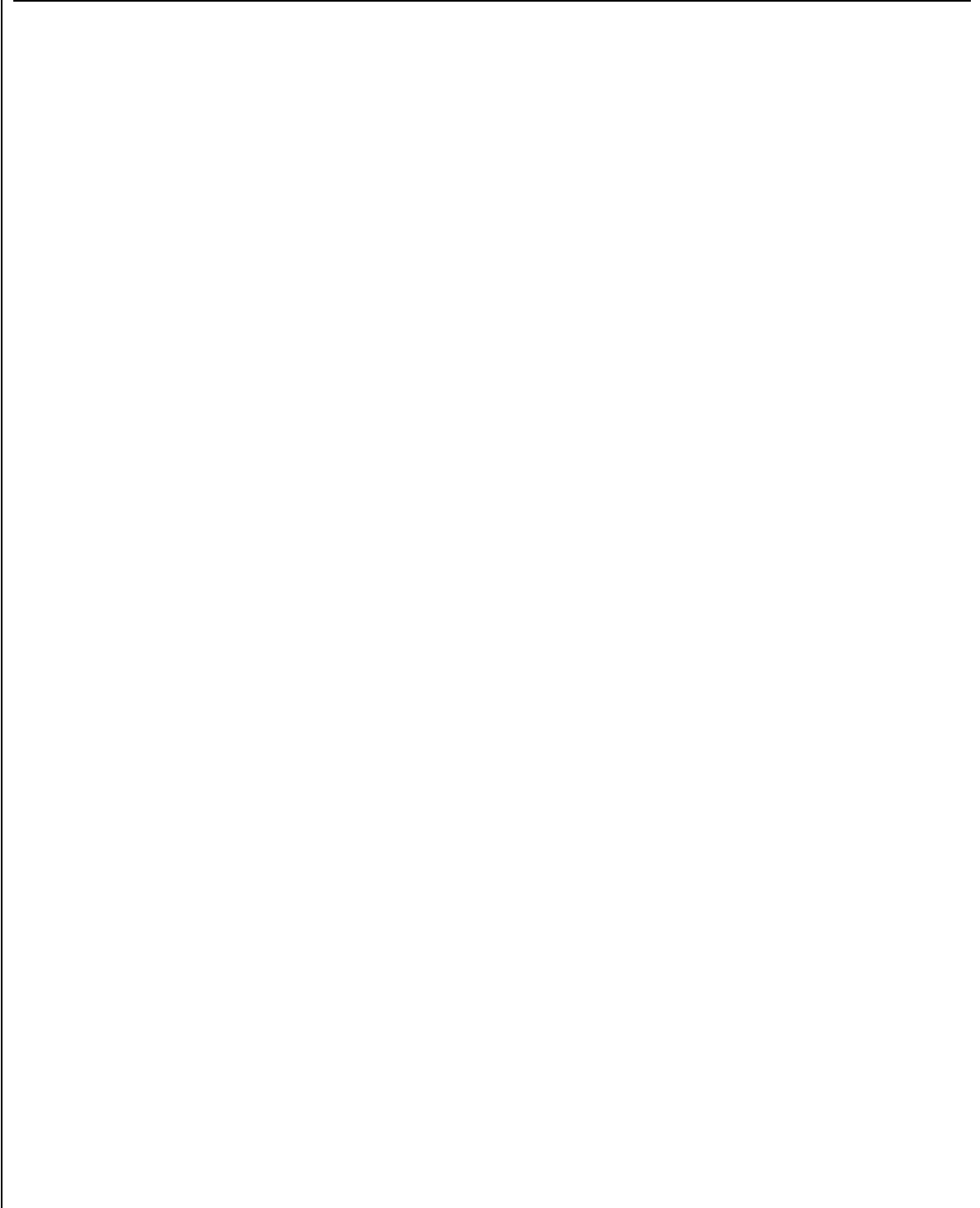
PART B – To be completed by Director of Nursing or designee.

Documentation Required	Date Performed	Date Documentation Received
COVID vaccine card (with vaccine and booster)		
TST/Quantiferon/Chest X-ray		
Annual TB Screen		
Hep B series: Given or declined		
Criminal Background Check		
Verify Licenses		
Certificate of Bonding & Ins.		
Liability Insurance		
Worker's Comp. Ins.		
Complete and sign Disclosure Statement		
Sign Code of Conduct		

<https://goodwinhouseincorporated.sharepoint.com/:w:/r/sites/GoodwinHouseIncorporated2-Policies-Procedures/Shared%20Documents/Policies-Procedures/Goodwin%20Living%20Common%20Policies/H%26W/Private%20Duty%20Personnel%20Policy%20-%20Final%202022.docx?d=wbcada19fd9d2404f8374cf744c19e6b5&csf=1&web=1&e=UX2V7>

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Sign HIPAA Training		
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GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
YEARS ENDED SEPTEMBER 30, 2022 AND 2021



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**GOODWIN HOUSE INCORPORATED AND AFFILIATES
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Goodwin House Incorporated and Affiliates
Alexandria, Virginia

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Goodwin House Incorporated and Affiliates, which comprise the consolidated statements of financial position as of September 30, 2022 and 2021, and the related consolidated statements of operations, and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin House Incorporated and Affiliates as of September 30, 2022 and 2021, and the results of its operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Goodwin House Incorporated and Affiliates and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Goodwin House Incorporated and Affiliates' ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Goodwin House Incorporated and Affiliates' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Goodwin House Incorporated and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Trustees
Goodwin House Incorporated and Affiliates

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information show on pages 36 to 51 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Plymouth Meeting, Pennsylvania
December 19, 2022

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 14,677,942	\$ 25,429,868
Current Portion of Assets Limited as to Use	-	3,399,600
Resident Accounts Receivable, Net of Allowance for Doubtful Accounts of \$1,218,000 and \$945,000 in 2022 and 2021, Respectively	5,630,003	5,325,240
Other Receivables	4,402,460	2,292,578
Investments Classified as Trading Securities	156,093,589	160,834,432
Prepaid Expenses, Inventory, and Other Assets	2,419,270	1,355,564
Total Current Assets	183,223,264	198,637,282
ASSETS LIMITED AS TO USE		
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	2,000,694	14,767,408
Board-Designated	2,658,914	1,636,016
Other	75,000	75,000
Less: Amounts Available for Current Liabilities	-	(3,399,600)
Assets Limited as to Use, Net of Current Portion	4,734,608	13,078,824
INVESTMENTS	31,613,332	49,682,521
FAIR VALUE OF INTEREST RATE SWAP	6,889,156	-
PROPERTY AND EQUIPMENT, NET	226,643,570	200,499,388
Total Assets	\$ 453,103,930	\$ 461,898,015

See accompanying Notes to Consolidated Financial Statements.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2022 AND 2021

LIABILITIES AND NET ASSETS	2022	2021
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 3,953,931	\$ 4,872,675
Accounts Payable	3,215,668	2,410,995
Health Care Center Deposits	596,017	474,623
Accrued Interest Payable	544,139	3,399,600
Other Accrued Expenses	9,275,199	8,676,735
Paycheck Protection Program Loan	-	9,520,031
Total Current Liabilities	17,584,954	29,354,659
LONG-TERM DEBT, Net of Current Portion	173,867,650	170,970,985
ENTRANCE FEES AND DEPOSITS		
Entrance Fee Deposits	1,217,126	1,248,906
Refundable Entrance Fees	18,641,141	15,509,977
Deferred Revenue from Entrance Fees	142,341,147	134,947,810
Total Entrance Fees and Deposits	162,199,414	151,706,693
ANNUITIES PAYABLE	648,913	720,950
FAIR VALUE OF INTEREST RATE SWAP	-	789,263
ASSET RETIREMENT OBLIGATION	210,407	210,407
Total Liabilities	354,511,338	353,752,957
NET ASSETS		
Without Donor Restrictions	94,629,211	104,436,630
With Donor Restrictions	3,963,381	3,708,428
Total Net Assets	98,592,592	108,145,058
Total Liabilities and Net Assets	\$ 453,103,930	\$ 461,898,015

See accompanying Notes to Consolidated Financial Statements.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	2022	2021
REVENUES, GAINS, AND OTHER SUPPORT		
Monthly Fees	\$ 52,016,899	\$ 49,055,028
Amortization of Deferred Revenue from Entrance Fees	23,061,844	21,468,268
Health Care Services	27,933,086	24,392,093
Contributions	4,461,642	3,897,773
Investment Income	13,145,192	17,433,638
Resident and Other Services	1,379,089	934,001
CARES Act and Provider Relief Funds	1,547,019	2,115,208
Net Assets Released from Restrictions	746,935	574,500
Other	175,136	172,691
Total Revenues, Gains, and Other Support	124,466,842	120,043,200
EXPENSES		
Administrative and General	15,159,747	17,041,960
Marketing	2,682,406	2,611,328
Resident and Social Services	4,709,613	4,469,308
Environmental Services and Plant Operations	11,692,390	10,426,519
Dietary	14,894,577	13,110,600
Health and Wellness	38,107,577	29,892,326
Resident Assistance, Net	461,913	476,080
Other Program Services	1,232,318	788,741
Fundraising - General	227,652	234,867
Depreciation	17,356,811	16,575,729
Interest	6,158,514	6,740,018
Total Expenses	112,683,518	102,367,476
OPERATING INCOME	11,783,324	17,675,724
OTHER INCOME (LOSS)		
Other Nonoperating Gains	1,903,779	43,590
Net Unrealized Gain (Loss) on Securities	(39,467,307)	20,851,046
Change in Fair Value of Interest Rate Swap Agreement	7,678,419	1,384,098
Forgiveness of Paycheck Protection Program Loan	9,520,031	-
Loss on Extinguishment of Debt	(1,172,105)	-
Total Other Income (Loss)	(21,537,183)	22,278,734
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES	(9,753,859)	39,954,458
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Net Unrealized Losses on Debt Obligation Securities	(53,560)	(135,137)
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ (9,807,419)	\$ 39,819,321

See accompanying Notes to Consolidated Financial Statements.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ (9,807,419)	\$ 39,819,321
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions of Cash and Other Financial Assets	1,001,888	514,145
Net Assets Released from Restrictions	<u>(746,935)</u>	<u>(574,500)</u>
Change in Net Assets With Donor Restrictions	<u>254,953</u>	<u>(60,355)</u>
CHANGE IN NET ASSETS	(9,552,466)	39,758,966
Net Assets - Beginning of Year	<u>108,145,058</u>	<u>68,386,092</u>
NET ASSETS - END OF YEAR	<u>\$ 98,592,592</u>	<u>\$ 108,145,058</u>

See accompanying Notes to Consolidated Financial Statements.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (9,552,466)	\$ 39,758,966
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Amortization of Deferred Revenue from Entrance Fees	(23,061,844)	(21,468,268)
Depreciation	17,356,811	16,575,729
Gain on Fair Value of Interest Rate Swap Agreement	(7,678,419)	(1,384,098)
Amortization of Deferred Financing Costs	64,712	59,880
Amortization of Bond Discount/Premium, Net	(316,715)	(757,216)
Provision for Bad Debts	925,056	872,505
Proceeds from Entrance Fees, Net of Refunds	33,694,071	21,632,442
Net Unrealized (Gain) Loss on Investments	39,520,867	(20,715,909)
Realized Gain on Sales of Investments	(15,427,801)	(9,155,393)
Change in Equity Value of Investments in Limited Partnerships	4,119,373	(5,761,388)
Loss on Extinguishment of Debt	1,172,105	-
Forgiveness of Paycheck Protection Program Loan	(9,520,031)	-
(Increase) Decrease in Assets:		
Accounts Receivable	(1,229,819)	(1,753,467)
Other Receivables and Entrance Fees Receivable	(2,109,882)	(960,766)
Prepaid Expenses, Inventory, and Other Assets	(1,063,706)	270,854
Increase (Decrease) in Liabilities:		
Accounts Payable	804,673	(26,299)
Health Care Center Deposits	121,394	(49,064)
Accrued Interest	(2,855,461)	173,213
Other Accrued Expenses	490,738	(142,386)
Annuities Payable	(72,037)	(91,467)
Net Cash Provided by Operating Activities	25,381,619	17,077,868
CASH FLOWS FROM INVESTING ACTIVITIES		
Net Sales of Investments	(5,402,407)	5,098,029
(Increase) Decrease in Assets Limited as to Use	5,732,604	(544,495)
Purchases of Property and Equipment	(18,797,797)	(8,552,728)
The View at Goodwin Living Acquisition	(24,703,196)	-
Net Cash Used by Investing Activities	(43,170,796)	(3,999,194)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Long-Term Debt	140,293,567	-
Proceeds from Paycheck Protection Program Loan	-	9,520,031
Refunding Payments on Long-Term Debt	(133,148,652)	-
Increase (Decrease) in Entrance Fee Deposits	(31,780)	47,462
Principal Payments on Long-Term Debt	(4,872,567)	(9,256,123)
Deferred Issuance Costs	(1,214,529)	-
Net Cash Provided by Financing Activities	1,026,039	311,370
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(16,763,138)	13,390,044
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	33,441,739	20,051,695
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	\$ 16,678,601	\$ 33,441,739
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Accounts Payable and Property, Plant, and Equipment	\$ 343,904	\$ 790

See accompanying Notes to Consolidated Financial Statements.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Goodwin House Incorporated (GHI or Organization) is a nonprofit, nonstock Virginia Corporation organized in 1955 by resolution of the Protestant Episcopal Church of the Diocese of Virginia.

GHI owns and operates two continuing care retirement communities: Goodwin House Alexandria (GHA) in Alexandria, Virginia; Goodwin House Bailey's Crossroads (GHBC) in Falls Church, Virginia. GHA opened in 1967 and currently has 267 residential living apartments, 52 assisted living units, 80 nursing care units, and 10 memory support units. GHBC opened in 1987 and currently has 325 residential living apartments, 43 assisted living units, 69 nursing care units, and 16 memory support units.

Goodwin House Foundation (the Foundation) was formed in September 1989 and began operations in 1992 as a nonprofit corporation organized under the laws of the Commonwealth of Virginia to exclusively benefit, support, and foster the operations and functions, and carry out the objectives of GHI, which elects the board of directors of the Foundation.

Goodwin House Community Services (GHCS) was formed in October 2000 as a for-profit corporation organized under the laws of the Commonwealth of Virginia to provide management services to other nonprofit retirement communities.

Goodwin House Development Corporation (GHDC) was originally formed in October 2001 as a for-profit corporation organized under the laws of the Commonwealth of Virginia. In March 2014, GHDC was granted nonprofit status from the Internal Revenue Service (IRS), and its purpose is to support and develop the expansion of GHI.

Goodwin House Home and Community Based Services (GHHCBS) was formed on September 18, 2019 as a nonprofit corporation organized under the laws of the Commonwealth of Virginia. As stated in the Articles of Corporation, GHHCBS was formed for the purpose of developing, acquiring, owning, operating and maintaining businesses providing rehabilitative, restorative, advanced illness care, and other health care services to both older adults to others within the service area of Goodwin House Incorporated, in order to promote the health and welfare of persons in need of those services. On January 2, 2020, GHHCBS entered into an agreement with The Temple Foundation, Inc. under which the home health services they owned and operated (known as The Virginian) was conveyed to GHHCBS together with a cash payment to fund the expenses and support the growth of the home health operations.

Goodwin House Specialized Care is an operating unit of GHI whose purpose is to provide services to current residents of GHA and GHBC, and outside of the GHI Community. Its services include palliative care, hospice, and nonmedical daily living assistance.

Goodwin House at Home (GHAH) is an operating unit of GHI whose purpose is to expand services into the community. The services include coordination of care and services, emergency call systems and, ultimately, coverage of activities of daily living as a member's care needs change.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Organization (Continued)

The View Alexandria (TVA) is an operating unit of GHDC. TVA (formerly The Hermitage Northern Virginia) was acquired by GHDC on August 1, 2022 and currently has 125 licensed assisted living units and 24 nursing care units.

The consolidated financial statements consist of the accounts of GHI, the Foundation, GHCS, GHDC, GHHCBS, and TVA, collectively referred to as the "Corporation." All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results will differ from those estimates.

Cash, Cash Equivalents, and Restricted Cash

The Corporation considers all unrestricted and highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash and cash equivalents within funds identified as assets limited as to use include assets held by trustees under bond indenture agreements and entrance fee deposits held in escrow, if any, and are considered restricted in nature.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at September 30.

	<u>2022</u>	<u>2021</u>
Cash and Cash Equivalents	\$ 14,677,942	\$ 25,429,868
Restricted Cash included in Assets Limited As to Use	<u>2,000,659</u>	<u>8,011,871</u>
Total Cash, Cash Equivalents, and Restricted Cash		
Shown in the Consolidated Statements of Cash Flows	<u>\$ 16,678,601</u>	<u>\$ 33,441,739</u>

Allowance for Doubtful Accounts

The Corporation provides an allowance for uncollectible accounts using management's estimate about the collectability of past due accounts. Residents are not required to provide collateral for services rendered, except for a one-month advance deposit for individuals admitted to the facility without a life care contract. Payment for services is required upon receipt of invoice or claim submitted. Accounts past due more than 30 days are individually analyzed for collectability, and management determines when accounts are reserved based upon historical losses and existing economic conditions.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Assets Limited as to Use

Assets limited as to use include assets held by trustees under bond indenture agreements, board-designated funds set aside for the purpose of GHI strategic initiatives, and entrance fee deposits held in escrow, if any. Assets limited as to use are carried at fair value.

Investments

The Corporation carries investments in marketable equity securities, bonds, and other investments at fair value, as determined by quoted values, in the consolidated statements of financial position. The fair values relating to underlying investments in certain partnerships have been estimated by the partnerships' management and/or the manager of funds held by the partnerships in the absence of readily ascertainable market values. The change in the fair values of the partnerships is reported in the consolidated statements of operations as a component of investment income. Due to the inherent uncertainty of these estimates, these values may differ from the values that would have been used had a ready market for these investments existed and the differences could be material. Cost used in the determination of gains and losses on sales of investments is based on the specific cost of the investment sold. Investment income (including realized gains and losses on investments, interest, and dividends) and unrealized gains (losses) on securities are included to arrive at excess (deficit) of revenue over (under) expenses unless restricted by donor or law. Unrealized gains (losses) on debt obligation securities are excluded from excess (deficit) of revenue over (under) expenses but are included in other changes in net assets without donor restrictions.

Fair Value Measurement

Fair value measurement applies to reported balances that are required or permitted to be measured at fair value under an existing accounting standard. Fair value is a market-based measurement, not an entity-specific measurement; therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability and establishes a fair value hierarchy. The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Corporation has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity. Fair value for these instruments is estimated using quoted prices of similar assets in active markets, quoted prices for identical or similar assets in nonactive markets, and inputs other than quoted prices that are observable.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Fair Value Measurement (Continued)

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Additionally, from time to time, the Corporation may be required to record at fair value other assets on a nonrecurring basis in accordance with U.S. GAAP. These adjustments to fair value usually result from the application of the lower-of-cost-or-market accounting or write down of individual assets. The Corporation has not written down any individual assets as of September 30, 2022 and 2021.

Property and Equipment

The Corporation capitalizes all expenditures for property and equipment costing over \$1,000 and having useful lives greater than two years. Depreciation is provided on a straight-line basis over the estimated useful lives of the assets. The cost of maintenance and repairs is charged against operations as incurred, whereas significant renewals and betterments are capitalized. The general range of estimated lives for the buildings and land improvements is 20 to 40 years and 3 to 10 years for equipment and furnishings.

Derivative Financial Instrument

The Corporation utilizes a derivative financial instrument to reduce its exposure to the market risk from changes in interest rates. The instrument used to mitigate this risk is an interest rate swap. The changes in fair value of this instrument are included in other income.

Deferred Financing Costs and Bond Premium

Financing costs and bond premiums incurred in connection with the issuance of long-term debt are deferred and amortized using the effective-interest method over the term of the related indebtedness. Interest expense attributable to the expensing of deferred financing costs was \$64,712 and \$59,880 for the years ended September 30, 2022 and 2021, respectively.

Deferred Revenue from Entrance Fees

Residents pay up-front fees to the Organization pursuant to entering into a continuing-care contract. These fees, net of the portion that is refundable to residents, are recorded as deferred revenue from entrance fees and are amortized to income using the straight-line method over the estimated remaining life expectancy of the individual residents or couples, adjusted annually.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Obligation to Provide Future Services

The Organization annually calculates the present value of the net cost of future services and the use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and the uses of facilities exceeds the deferred revenue from entrance fees, a liability would be recorded with a corresponding charge to income. This calculation did not result in a liability as of September 30, 2022 or 2021.

Charitable Gift Annuities

The Foundation receives assets from donors under gift annuity agreements in exchange for a promise by the Foundation to pay periodic fixed amounts during the annuitants' or specified beneficiaries' lives. Assets received are recognized at fair value, and an annuities payable liability is recognized for the present value of future cash flows expected to be paid to the donors, discounted at 5% during both the years ended September 30, 2022 and 2021. Contribution revenue is recognized for the difference between the amounts received and the liability recorded. Adjustments to the annuity liability are made annually to reflect changes in the discount rate and the remaining life expectancies of the donors.

Notes Receivable

On December 15, 2020, Goodwin House Development Corporation advanced \$2,000,000 to Arlington Partnership for Affordable Housing, a Virginia nonstock nonprofit corporation, under the terms of an unsecured promissory note bearing interest at 2%. The term of the note is through December 1, 2021, with a possible 60-day extension at the option of the borrower. The purpose of the note is to fund predevelopment costs for an affordable housing project for older adults in Fairfax County, Virginia. The balance of the note plus accrued interest is included in other receivables on the consolidated statements of financial position. The amount outstanding on the note at September 30, 2021 was \$2,000,000. Accrued interest receivable at September 30, 2021 was \$22,523. The note was repaid on October 13, 2021.

Excess of Revenue Over Expenses

The consolidated statements of operations include excess of revenue over expenses. Changes in net assets without donor restrictions excluded from excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on debt obligation securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets, including assets acquired from donor restricted contributions to be used for specific purposes of acquiring such assets.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Net Assets

Net Assets, revenues, gains, and other support are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Include net assets available for use in general operations and not subject to donor restrictions. At times, the governing board can designate, from net assets without donor restrictions, net assets for a board-designated endowment or other purposes.

Net Assets With Donor Restrictions – Include net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the resources be maintained in perpetuity.

Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions. See Note 8 for additional disclosure of net assets with donor restrictions comprised of donations which require the passage of time (temporary in nature) and to be held in perpetuity (perpetual in nature).

Net Patient Revenue

The Organization has agreements with third-party payors that may provide for payments at amounts different from its established rates. Net patient and resident service revenue is reported at the estimated net realizable amounts from residents, third-party payors, and others for service rendered.

Resident Services Revenue

Resident services revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing resident services and care. Resident services include monthly fees, health care services, and resident and other services on the consolidated statements of operations. These amounts are due from residents, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills the residents monthly for services and third-party payors after the services are performed.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Resident Services Revenue (Continued)

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred. The Organization believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residents receiving skilled nursing or other services within the facility or residents receiving services within or outside of the facility. The Organization measures the performance obligation from admission into the facility or commencement of services to the point when the Organization is no longer required to provide services to that resident, which is generally at the time of discharge or termination of the resident contract. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to the residents and customers in a retail setting (e.g., guest meals) and the Organization does not believe it is required to provide additional goods or services related to that sale.

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Organization's policy and/or implicit price concessions provided to residents. The Organization determines its estimates of contractual adjustments based on contractual agreements, its policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

The composition of resident services revenue by primary payor is as follows for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Private Pay	\$ 65,598,215	\$ 61,453,877
Medicare	15,383,236	12,722,798
Medicaid	347,623	204,447
Total Resident Services Revenue	<u>\$ 81,329,074</u>	<u>\$ 74,381,122</u>

Revenue from resident's deductibles and coinsurance are included in the categories presented above based on the primary payor.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Resident Services Revenue (Continued)

The composition of resident care service revenue based on its service lines, method of reimbursement, and timing of revenue recognition are as follows for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Service Lines:		
Independent Living	\$ 39,900,007	\$ 37,232,387
Assisted Living	6,896,916	6,613,734
Skilled Nursing Facility	14,428,186	13,053,145
Personal Care	4,340,927	4,580,883
Hospice	7,155,449	6,056,814
Home Health Care	2,946,251	2,557,819
Rehab	3,034,808	2,283,239
Other Sales	2,626,530	2,003,101
Total	<u>\$ 81,329,074</u>	<u>\$ 74,381,122</u>
Method of Reimbursement:		
Fee for Service	\$ 65,598,215	\$ 61,658,324
Other	15,730,859	12,722,798
Total	<u>\$ 81,329,074</u>	<u>\$ 74,381,122</u>
Timing of Revenue and Recognition:		
Services Transferred Over Time	\$ 74,116,137	\$ 68,660,068
Sales at a Point in Time	7,212,937	5,721,054
Total	<u>\$ 81,329,074</u>	<u>\$ 74,381,122</u>

Financing Component

The Organization has elected the practical expedient allowed under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606-10-32-18 and does not adjust the promised amount of consideration from residents and third-party payors for the effects of a significant financing component due to the Organization's expectation that the period between the time the service is provided to a resident and the time that the resident or a third-party payor pays for that service will be one year or less.

Contract Costs

The Organization has applied the practical expedient provided by FASB ASC 340-40-25-4 and all incremental customer contract acquisition costs are expensed as they are incurred as the amortization period of the asset that the Organization otherwise would have recognized is one year or less in duration.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

New Accounting Pronouncements — Accounting Standards Update (ASU) 2020-07

In September 2020, the Financial Accounting Standards Board (FASB) issued ASU 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The standard requires nonprofits to expand their financial statement presentation and disclosure of contributed nonfinancial assets, including in-kind contributions. The standard includes disclosure of information on an entity's policies on contributed nonfinancial assets about monetization and utilization during the reporting period, information on donor-imposed restrictions, and valuation techniques. The new standard, as amended, is to be applied retrospectively to annual reporting periods beginning after June 15, 2021, and interim periods within annual reporting periods beginning after June 15, 2022. The Corporation adopted the standard on October 1, 2021, and it had no impact on the fiscal years 2022 and 2021 presentation.

Income Taxes

GHI, GHDC, GHHCBS, and the Foundation are nonprofit corporations as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from federal income taxes pursuant to Section 501(a) of the IRC. GHCS and TVA are for-profit corporations. The Corporation follows the provisions of the income tax standard regarding the recognition and measurement of uncertain tax positions. The application of these provisions has no effect on the Corporation's financial statements.

The Corporation has implemented processes to ensure corporate compliance with the IRS intermediate sanctions provision. These processes include retention by the board of trustees of an unbiased third-party consultant to review executive compensation practices, annual review of executive team compensation by the board compensation committee, and annual review by the board of trustees of the performance and compensation of the Corporation's president and chief executive officer. The board engages in periodic corporate compliance education, has adopted and reviews at least annually a written corporate compliance program and code of conduct, and has a detailed conflict of interest policy.

Subsequent Events

In preparing these consolidated financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through December 19, 2022, the date the consolidated financial statements were issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

The Corporation regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing financial resources to meet expenses over a 12-month period, the Corporation considers all expenses related to its ongoing mission-related activities as well as the conduct of services undertaken to support these activities.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 2 LIQUIDITY AND AVAILABILITY (CONTINUED)

A portion of the investment portfolio consists of a liquid reserve of approximately \$2.5 million. This portfolio generally consists of higher quality fixed-income investments with durations of five years or less and is available for short- to medium-term cash needs in excess of the amounts held in operating cash.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the consolidated statement of financial position date, are as follows:

	<u>2022</u>	<u>2021</u>
Financial Assets at Year-End:		
Cash and Cash Equivalents	\$ 14,677,942	\$ 25,429,868
Accounts Receivable	10,032,463	7,617,818
Investments	<u>156,093,589</u>	<u>160,834,432</u>
Subtotal	180,803,994	193,882,118
Less: Illiquid Alternative Investments	49,100,919	49,429,786
Less: Amounts Not Available to be Used		
Within One Year	<u>1,686,341</u>	<u>1,683,529</u>
Financial Assets Available to Meet General		
Expenditures Within One Year	<u>\$ 130,016,734</u>	<u>\$ 142,768,803</u>

The Corporation has commitments to fund approximately \$32,750,000 of investments in private equity funds as of year-end, of which approximately \$21,172,000 has been called (funded in cash) as of September 30, 2022, leaving a remaining commitment of \$11,578,000. There is adequate liquidity in the long-term investment portfolio to fund these commitments to fund additional private-equity investments. These private-equity investments are generally illiquid in the medium term and are generally not available to support the medium-term cash needs of the Corporation. The remainder of the investment portfolio is invested in a diversified portfolio of readily marketable securities that are available for the cash needs of the Corporation, if necessary.

The Corporation has other assets limited to use for donor-restricted purposes, board designation, and debt service. These assets limited to use, which are more fully described in Note 4 are not available for general expenditure within the next year and are not reflected in the amounts above.

NOTE 3 PROPERTY AND EQUIPMENT

The components of property and equipment at September 30 are as follows:

	<u>2022</u>	<u>2021</u>
Land and Land Improvements	\$ 6,589,814	\$ 4,640,547
Buildings	370,237,678	341,164,279
Equipment and Furnishings	21,544,085	21,487,857
Construction in Progress	<u>1,699,937</u>	<u>229,635</u>
Total	400,071,514	367,522,318
Less: Accumulated Depreciation	<u>(173,427,944)</u>	<u>(167,022,930)</u>
Property and Equipment, Net	<u>\$ 226,643,570</u>	<u>\$ 200,499,388</u>

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 3 PROPERTY AND EQUIPMENT (CONTINUED)

Included in construction in progress are project planning costs for a potential senior living community. There is currently a senior living community planned to open in Fall 2025 in Loudoun County, Virginia.

NOTE 4 ASSETS LIMITED AS TO USE

Assets limited as to use consist of the following at September 30:

	2022		2021	
	Fair Value	Cost	Fair Value	Cost
Externally Restricted Under				
Bond Indenture Agreements:				
Money Market Accounts	\$ 2,000,659	\$ 2,000,659	\$ 8,011,871	\$ 8,011,871
Corporate Bonds	-	-	6,755,537	6,701,979
Board Designated:				
Cash and Equivalents	7,482	7,482	119	119
Mutual Funds:				
Bonds	765,669	854,605	417,299	409,860
Equities	1,885,798	2,025,780	1,218,598	882,432
Total	<u>\$ 4,659,608</u>	<u>\$ 4,888,526</u>	<u>\$ 16,403,424</u>	<u>\$ 16,006,261</u>

NOTE 5 INVESTMENTS

Current investments consist of the following at September 30:

	2022		2021	
	Fair Value	Cost	Fair Value	Cost
Cash and Cash Equivalents	\$ 2,930,890	\$ 2,930,890	\$ 727,696	\$ 727,696
Mutual Funds:				
Bonds	46,541,391	52,464,204	47,518,145	46,981,909
Equities	64,643,781	63,592,681	86,946,442	56,924,248
Alternative Investments	41,977,527	30,517,162	25,642,149	13,051,958
Total Investments				
Classified as Trading	<u>\$ 156,093,589</u>	<u>\$ 149,504,937</u>	<u>\$ 160,834,432</u>	<u>\$ 117,685,811</u>

Long term investments consist of the following at September 30:

	2022		2021	
	Fair Value	Cost	Fair Value	Cost
Cash and Cash Equivalents	\$ 209,949	\$ 209,949	\$ 9,837,822	\$ 9,837,822
Fixed Income	24,279,991	26,126,173	16,057,062	16,017,157
Alternative Investments	7,123,392	5,521,748	23,787,637	16,563,847
Total	<u>\$ 31,613,332</u>	<u>\$ 31,857,870</u>	<u>\$ 49,682,521</u>	<u>\$ 42,418,826</u>

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 5 INVESTMENTS (CONTINUED)

Investments in alternative investments are not listed on national exchanges or over-the-counter markets, or for which quoted market prices are not readily available. Consequently, a fair market value and cost basis for such investments can be difficult to obtain.

The Corporation has an investment committee that meets periodically throughout the year to approve purchases and sales of investments, and review asset allocations and the returns on the investment portfolio. Management, in connection with a third-party investment advisor, performs due diligence on the valuation of all investments.

The Corporation is invested in a variety of investment funds. In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of the investments will occur in the near term that could materially affect investment balances and the amounts reported in the consolidated statements of financial position and consolidated statements of operations and changes in net assets.

The Corporation's securities investments that are bought and held principally for the purpose of selling them in the near term are classified as current investments. Current investments are recorded at fair value on the consolidated statements of financial position in current assets, and the change in fair value during the period is a component of other income (loss). Securities investments not classified as current investments are classified as noncurrent investments. Noncurrent investments are recorded at fair value in investments and other assets on the consolidated statements of financial position, with the change in fair value during the period included as a component of other changes in net assets without donor restrictions.

Total return on investments and assets limited as to use is comprised of the following for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Interest and Dividends	\$ 1,871,018	\$ 2,535,769
Net Realized Gains on Investments	15,427,801	9,155,393
Change in Value of Investments in Limited Partnerships	(4,119,373)	5,761,388
Change in Value of Charitable Gift Annuities	<u>(34,254)</u>	<u>(18,912)</u>
Total Included in Operating Income	13,145,192	17,433,638
Unrealized Gains (Losses) on Investments:		
Securities, Included in Other Income	(39,467,307)	20,851,046
Debt Obligation Securities, Included in Other		
Changes in Net Assets Without Donor Restrictions	<u>(53,560)</u>	<u>(135,137)</u>
Total Investment Return	<u>\$ (26,375,675)</u>	<u>\$ 38,149,547</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 6 LONG-TERM DEBT

Long-term debt at September 30 consists of the following:

<u>Description</u>	<u>2022</u>	<u>2021</u>
Industrial Development Authority of the City of Alexandria Residential Care Facilities Mortgage Revenue Bonds (Goodwin House Incorporated), Series 2015:		
Due in graduated annual installments ranging from \$955,000 in fiscal year 2021 to \$3,945,000 in fiscal year 2051. Interest is payable semiannual at fixed rates ranging from 1.0% to 5.0%.	\$ -	\$ 59,500,000
Fairfax County Economic Development Authority (Virginia) Residential Care Facilities Mortgage Revenue Bonds (Goodwin House Incorporated), Series 2016:		
Series 2016A, due in graduated annual installments ranging from \$4,675,000 in fiscal year 2032 to \$7,450,000 in fiscal year 2042. Interest is payable semiannually at fixed rates ranging from 2.76% to 3.375%.	-	65,880,000
Series 2016B, due to a bank in graduated annual installments ranging from \$3,796,123 in fiscal year 2021 to \$4,659,000 in fiscal year 2031. Interest is payable monthly, and is substantially hedged by a derivative instrument at a fixed rate of 2.0175% through 2031.	39,036,605	42,914,172
Industrial Development Authority of the City of Alexandria Taxable Residential Care Facilities Revenue Refunding Bonds (Goodwin House Incorporated), Series 2022:		
Series 2022A, due in graduated annual installments ranging from \$1,406,229 in fiscal year 2026 to \$5,949,147 in fiscal year 2043. Interest is payable monthly, and is substantially hedged by a derivative instrument at a fixed rate of 3.007% through 2042.	64,340,007	-
Series 2022B, due to a bank in graduated annual installments ranging from \$804,681 in fiscal year 2027 to \$4,196,232 in fiscal year 2048. Interest is payable monthly, and is substantially hedged by a derivative instrument at a fixed rate of 3.651% through 2024.	58,178,560	-

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 6 LONG-TERM DEBT (CONTINUED)

<u>Description</u>	<u>2022</u>	<u>2021</u>
The View at Goodwin Living, LLC Term Loan, due in graduated annual installments ranging from \$29,907 in fiscal year 2025 to \$1,173,992 in fiscal year 2050. Interest is payable monthly, and is substantially hedged by a derivative instrument at a fixed rate of 4.528% through 2027.	\$ 17,775,000	\$ -
Total	179,330,172	168,294,172
Add: Unamortized Bond Premium	-	10,461,668
Less: Unamortized Debt Issuance Costs	<u>(1,508,591)</u>	<u>(2,912,180)</u>
Total	177,821,581	175,843,660
Less: Current Portion of Long-Term Debt	<u>(3,953,931)</u>	<u>(4,872,675)</u>
Total Long-Term Debt	<u>\$ 173,867,650</u>	<u>\$ 170,970,985</u>

Series 2015 Bonds

In May 2015, the Industrial Development Authority of the City of Alexandria authorized an issuance of Residential Care Facilities Mortgage Revenue Bonds in the principal amount of \$68,815,000. Proceeds of the Series 2015 Bonds were used by the Organization to refund the outstanding principal amount of the then-existing Series 2005 Bonds, finance costs of improvements and additions to Goodwin House Alexandria, pay certain issuance costs of the Series 2015 Bonds, and fund a debt service reserve fund for the Series 2015 Bonds.

The Series 2015 Bonds mature serially and bear interest at a fixed rate of between 1.0% and 5.0% over the life of the issuance.

On December 17, 2020, the board of trustees approved the optional redemption of \$4,505,000 of the Series 2015 Bonds. This group of the bonds has a weighted-average maturity of approximately 9.85 years and a weighted-average coupon of approximately 4.13%. This redemption was consummated in fiscal year 2021.

In May 2022, the proceeds of the Series 2022B Bonds were used to refund the remaining Series 2015 Bonds outstanding.

Series 2016 Bonds

In September 2016, the Fairfax County Economic Development Authority authorized the issuance of Residential Care Facilities Mortgage Revenue Refunding Bonds, Series 2016. The proceeds of the Series 2016 Bonds were used by Goodwin House Incorporated to significantly refund all of the outstanding principal amount of the Series 2007 Bonds, pay certain costs of issuance of Series 2016 A and B Bonds, and fund a debt service reserve fund for the Series 2016A Bonds. The remaining principal of the series 2007 bonds was paid on October 1, 2017.

The Series 2016A Bonds, in the initial principal amount of \$65,880,000, mature serially and bear interest at fixed rates between 2.76% and 3.375% over the life of the issuance which terminates in October 2042.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 6 LONG-TERM DEBT (CONTINUED)

Series 2016 Bonds (Continued)

In May 2022, the proceeds of the Series 2022A Bonds were used to refund the remaining Series 2016A Bonds outstanding.

The Series 2016B Bond is payable to a bank in the initial principal amount of \$58,136,005. The obligation of the Organization to pay the Series 2016B Bond is evidenced by a promissory note payable that was issued as an obligation under the Master Indenture. Effective January 1, 2018, the interest rate on the Series 2016B Bond was reset, in accordance with the loan agreement, to maintain the after tax yield to the bank after the reduction in the federal corporate income tax rate as the result of the Tax Cuts and Jobs Act.

The Series 2016B Bond is substantially hedged by an interest rate swap agreement (the 2016B Swap). Under the terms of the 2016B Swap, the Organization will pay a fixed rate of 2.0175% and receive a variable rate equal to 67% of the sum of the 30-day LIBOR rate plus 140 basis points on the notional amount, which is equal to the original principal amount of the Series 2016B Bond and declines in step with the outstanding principal. The 2016B Swap expires on the final maturity date of the Series 2016B Bond. As of September 30, 2022 and 2021, the valuation of the swap was an asset (liability) of \$2,449,871 and (\$789,263), respectively.

Series 2022 Bonds

In May 2022, Industrial Development Authority of the City of Alexandria authorized an issuance of Residential Care Facilities Mortgage Revenue Bonds, Series 2022. The proceeds of the Series 2022 Bonds were used by Goodwin House Incorporated to refund all of the outstanding principal amount of the Series 2015 Bonds, refund all of the outstanding principal amount of the Series 2016A Bonds, and pay cost of issuance related to the Series 2022A and 2022B Bonds.

The Series 2022A Bonds, in the initial principal amount of \$64,340,007, mature serially and bear interest at a fixed rate of 3.007% over the life of the issuance which terminates in October 2042.

The Series 2022A Bond is substantially hedged by an interest rate swap agreement (the 2022A Swap). Under the terms of the 2022A Swap, the Organization will pay a fixed rate of 3.0070% and receive a variable rate equal to 79% of the sum of the 30-day SOFR rate plus 140 basis points on the notional amount, which is equal to the original principal amount of the Series 2022A Bond and declines in step with the outstanding principal. The 2022A Swap expires on the final maturity date of the Series 2022A Bond. As of September 30, 2022, the valuation of the swap was an asset of \$2,263,992.

The Series 2022B Bonds, in the initial principal amount of \$58,178,560, mature serially and bear interest at a fixed rate of 3.651% over the life of the issuance which terminates in October 2047.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 6 LONG-TERM DEBT (CONTINUED)

Series 2022 Bonds (Continued)

The Series 2022B Bond is substantially hedged by an interest rate swap agreement (the 2022B Swap). Under the terms of the 2022B Swap, the Organization will pay a fixed rate of 3.6510% and receive a variable rate equal to 100% of the sum of the 30-day SOFR rate plus 140 basis points on the notional amount, which is equal to the original principal amount of the Series 2022B Bond and declines in step with the outstanding principal. The 2022B Swap expires on the final maturity date of the Series 2022B Bond. As of September 30, 2022 and 2021, the valuation of the swap was an asset of \$1,201,086 and \$-0-, respectively.

TVA Term Loan

In August 2022, The View at Goodwin Living, LLC executed a loan agreement with Truist Bank in the principal amount of \$17,775,000 (TVA Term Loan). The proceeds of the TVA Term loan were used to fund the acquisition and improvement to the facility. The TVA Term loan bears monthly interest-only payments until September 2025 and monthly principal and interest payments amortizing until July 2050. The TVA Term Loan terminates on August 1, 2027.

The TVA Term Loan is substantially hedged by an interest rate swap agreement (the TVA Swap). Under the terms of the TVA Swap, the Organization will pay a fixed rate of 4.5280% and receive a variable rate equal to 200% of the sum of the 30-day SOFR rate plus 140 basis points on the notional amount, which is equal to the original principal amount of the TVA Term Loan and declines in step with the outstanding principal. The TVA Swap expires on August 1, 2027. As of September 30, 2022, the valuation of the swap was an asset of \$974,207.

Bond Collateral, Trustee-Held Funds, and Covenants

Collateral for the debt includes the trustee-held funds, a first mortgage lien on the Organization's real estate, as well as a general security interest in the Organization's inventory, accounts receivable, general intangibles, chattel paper, and rights arising out of Medicare, Medicaid, or other federal programs, and revenues and receipts derived from operations.

The Organization is subject to various covenants under the bond agreements. These covenants include certain reporting, financial, and operational requirements. As of September 30, 2022 and 2021, management is not aware of any noncompliance with these covenants. The Foundation, GHCS, GHDC, and GHHCBS are excluded as obligors under any of the bonds. GHDC has liquidity requirements under the TVA Term Loan.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 6 LONG-TERM DEBT (CONTINUED)**Bond Collateral, Trustee-Held Funds, and Covenants (Continued)**

The funds held by the bond trustee included the following accounts at September 30:

	<u>2022</u>	<u>2021</u>
Series 2015 Bonds:		
Bond Debt Service Fund	\$ 323	\$ 2,494,648
Debt Service Reserve Fund	-	4,125,099
Total Series 2015 Bond Funds	<u>323</u>	<u>6,619,747</u>
Series 2016 Bonds:		
Bond Debt Service Fund	371	1,839,449
Debt Service Reserve Fund	-	6,308,212
Total Series 2016 Bond Funds	<u>371</u>	<u>8,147,661</u>
TVA Term Loan:		
Debt Service Reserve Fund	1,500,000	-
Environmental Hold	500,000	-
Total TVR Term Loan Funds	<u>2,000,000</u>	<u>-</u>
Total	<u>\$ 2,000,694</u>	<u>\$ 14,767,408</u>

The bond debt service funds were used to accumulate cash for the next scheduled payment. The bond debt service reserve funds served as an additional collateral for the future payments of bond principal. The TVA Term Loan debt service reserve fund serve as additional collateral for future debt service payments and environmental hold fund serves as collateral in the event a Phase II environmental assessment necessitated remediation of any kind. Subsequent to the end of the fiscal year, TVA had a clean Phase II environmental assessment and the lender released the requirement to hold funds aside for this purpose.

Principal maturities (exclusive of unamortized bond premium) on long-term debt for the next five years and the total amount due thereafter are as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 3,953,931
2024	4,036,101
2025	4,150,016
2026	5,991,711
2027	6,484,363
Thereafter	<u>154,714,050</u>
Total	179,330,172
Less: Unamortized Debt Issuance Costs	<u>(1,508,591)</u>
Total Bonds Payable, Net	177,821,581
Less: Current Portion of Bonds Payable	<u>(3,953,931)</u>
Total Bonds Payable, Less Current Maturities	<u>\$ 173,867,650</u>

Interest expense activity is set forth following for the fiscal years ended September 30:

	<u>2022</u>	<u>2021</u>
Interest Paid	\$ 9,265,978	\$ 7,264,141
Amortization of Deferred Financing Costs	64,712	59,880
Amortization of Bond Premium	(316,715)	(757,216)
Increase (Decrease) in Accrued Interest	<u>(2,855,461)</u>	<u>173,213</u>
Total Interest Expense	<u>\$ 6,158,514</u>	<u>\$ 6,740,018</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 7 ENTRANCE FEES AND DEPOSITS

Reservation deposits received from prospective residents are fully refundable until they sign a resident agreement, at which time the deposits are applied toward the residents' entrance fees.

The Organization offers three types of resident agreements with varying entrance fee refund provisions as described below.

1. Standard, modified plan, and long-term care options – For pre-1998 agreements, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 2% thereof for each month from the effective date of the agreement. The resident does not receive a refund after 48½ months of occupancy.

For agreements beginning in 1998, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month from the effective date of the agreement.

For certain older agreements, in the event of the resident's death, no refund of the entrance fee is due to the resident's estate. For agreements beginning in 1998, in the event of the resident's death, the resident's estate receives a refund of 100% of the entrance fee, less 4% thereof for each month since the effective date of the agreement.

For certain older agreements, if the Organization terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 1% thereof for each month from the effective date of the agreement. For agreements beginning in 1998, if the Organization terminates the agreement, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month since the effective date of the agreement.

2. Refundable plan option – For certain agreements entered into prior to 1998, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 2% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid. For certain agreements beginning in 1998, in the event the resident voluntarily terminates the agreement, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid.

For certain agreements entered into prior to 1998, in the event of the resident's death, the resident's estate receives a refund of 97% of the entrance fee less any costs for inpatient health care given in the health care facilities, but in no event shall the refund be less than 50% of the total entrance fee paid. For certain agreements beginning in 1998, in the event of the resident's death, the resident's estate receive a refund of 100% of the entrance fee, less 4% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 7 ENTRANCE FEES AND DEPOSITS (CONTINUED)

Refundable plan option (continued) – For certain agreements entered into prior to 1998, if the Organization terminates the agreement, the resident receives a refund of 97% of the entrance fee, less 1% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid. For certain agreements beginning in 1998, if the agreement is terminated by the Organization, the resident receives a refund of 100% of the entrance fee, less 1% thereof for each month since the effective date of the agreement, but in no event shall the refund be less than 50% of the total entrance fee paid.

3. 90% Refundable Type C plan – The entrance fee is 100% refundable in the first six months and 90% thereafter. This contract does not include assisted living or nursing care but provides guaranteed access to these levels of care at the private daily rate.

At September 30, 2022 and 2021, the portion of entrance fees subject to refund provisions amounted to \$109,595,917 and \$99,686,832, respectively, subject to reoccupancy provisions in the contracts. The amounts of refundable entrance fees to be paid to current residents were \$18,641,141 and \$15,509,977 at September 30, 2022 and 2021, respectively.

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions at September 30, 2022 and 2021 are comprised of donations which require the passage of time or the fulfillment of specific actions by the Corporation in order to satisfy the asset restriction and net assets maintained in perpetuity. These net assets with donor restrictions were available for the following purposes at September 30:

	2022	2021
Programs Supporting Staff	\$ 385,856	\$ 559,155
Resident Financial Assistance	661,959	537,827
Programs Supporting Resident Engagement	1,123,500	831,601
Hospice	105,725	96,316
Endowment	1,686,341	1,683,529
Total Net Assets With Donor Restrictions	<u>\$ 3,963,381</u>	<u>\$ 3,708,428</u>

Net assets were released from donor restrictions for the following purposes at September 30:

	2022	2021
Programs Supporting Staff	\$ 412,685	\$ 364,515
Resident Financial Assistance	-	67,017
Programs Supporting Resident Engagement	312,871	122,276
Hospice	21,379	20,692
Total Releases from Restriction	<u>\$ 746,935</u>	<u>\$ 574,500</u>

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS (CONTINUED)

Net assets required to be maintained in perpetuity of \$1,686,341 and \$1,683,529 at September 30, 2022 and 2021, respectively, are principally restricted to an endowment from which the income is used to support the purpose of the Foundation.

During the year ended September 30, 2009, an enacted version of the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA) became effective in Virginia. The Foundation's endowments consist of various funds established for a variety of purposes. Its endowments are donor-restricted funds. As required by U.S. GAAP, net assets associated with endowment funds, including net assets designated by the Foundation's board of directors as endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

In practice, the Foundation has accounted for these funds by preserving the fair value of the original gift as of the date of the gift of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. In accordance with this practice, the Corporation classifies as permanently restricted net assets: 1) the original value of gifts donated as permanently restricted, 2) the original value of subsequent gifts to the permanent endowment, and 3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NOTE 9 EMPLOYEE BENEFIT PLAN

The Organization sponsors a defined contribution 401(k) profit sharing plan (the Plan) that covers all full-time employees, and part-time employees who meet certain participation requirements, age 21 or older, who have completed one year of service. Contributions to the Plan, both matching and nonmatching, are determined by the board of trustees on a discretionary basis. Matching contributions are vested immediately, and any nonmatching contributions are made annually for eligible employees employed on January 1 of each year.

The Organization contributed approximately \$2,400,000 and \$2,300,000 to the Plan for the years ended September 30, 2022 and 2021, respectively. Additionally, approximately \$829,000 and \$796,000 was accrued as of September 30, 2022 and 2021, respectively, as nonmatching contributions.

The Organization sponsors eligible deferred compensation plans under Sections 457(b) and 457(f). These plans are intended to be Top Hat plans under Section 201(2) of the Employee Retirement Income Security Act of 1974. The Organization contributed \$102,000 and \$114,485 to the Section 457 plans for the years ended September 30, 2022 and 2021, respectively.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
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NOTE 10 FUNCTIONAL EXPENSES

The Organization provides residential and health care services to residents of its facilities. All categories of expenses that are not directly related to the Organization's program are allocated to one or more management and administrative functions based on estimates of time and effort involved. The functional allocation of these expenses related to these services is as follows for the years ended September 30:

	2022			
	Program Services	Supporting Services	Fundraising	Total
Salaries and Wages	\$ 44,935,423	\$ 6,670,691	\$ 155,904	\$ 51,762,018
Employee Benefits	5,477,434	637,331	12,444	6,127,209
Payroll Taxes	3,349,888	412,292	10,033	3,772,213
General and Administrative	10,384,077	3,973,649	18,780	14,376,506
Building and Maintenance	4,989,210	1,596,460	-	6,585,670
Supplies	3,079,042	92,184	18,407	3,189,633
Purchased Services	3,336,363	6,500	12,081	3,354,944
Interest	6,158,514	-	-	6,158,514
Depreciation	17,356,811	-	-	17,356,811
Total Functional Expenses	<u>\$ 99,066,762</u>	<u>\$ 13,389,107</u>	<u>\$ 227,649</u>	<u>\$ 112,683,518</u>

	2021			
	Program Services	Supporting Services	Fundraising	Total
Salaries and Wages	\$ 39,649,716	\$ 6,174,020	\$ 191,272	\$ 46,015,008
Employee Benefits	5,911,857	634,021	8,740	6,554,618
Payroll Taxes	2,934,346	331,353	7,328	3,273,027
General and Administrative	9,596,089	3,080,353	16,351	12,692,793
Building and Maintenance	4,444,432	1,390,918	-	5,835,350
Supplies	2,285,738	104,007	5,416	2,395,161
Purchased Services	2,270,661	9,350	5,761	2,285,772
Interest	6,740,018	-	-	6,740,018
Depreciation	16,575,729	-	-	16,575,729
Total Functional Expenses	<u>\$ 90,408,586</u>	<u>\$ 11,724,022</u>	<u>\$ 234,868</u>	<u>\$ 102,367,476</u>

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 11 FAIR VALUE MEASUREMENT

The following table presents the Corporation's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis at September 30:

	2022			Total
	Level 1	Level 2	Level 3	
<u>Investments and Assets</u>				
<u>Limited as to Use</u>				
Assets:				
Corporate Bonds	\$ -	\$ -	\$ -	\$ -
Mutual Funds:				
Bonds	47,307,060	-	-	47,307,060
Equities	66,529,579	-	-	66,529,579
Fixed Income	24,279,991	-	-	24,279,991
Fair Value of Interest Rate				
Swap Agreement	-	6,889,156	-	6,889,156
Subtotal	<u>\$ 138,116,630</u>	<u>\$ 6,889,156</u>	<u>\$ -</u>	145,005,786
Investments Measured at Fair Value				
Using Net Asset Value Per Share				49,100,919
Total				<u>\$ 194,106,705</u>
	2021			Total
	Level 1	Level 2	Level 3	
<u>Investments and Assets</u>				
<u>Limited as to Use</u>				
Assets:				
Corporate Bonds	\$ 6,755,537	\$ -	\$ -	\$ 6,755,537
Mutual Funds:				
Bonds	47,935,444	-	-	47,935,444
Equities	88,165,040	-	-	88,165,040
Fixed Income	16,057,062	-	-	16,057,062
Liabilities:				
Fair Value of Interest Rate				
Swap Agreement	-	(789,263)	-	(789,263)
Subtotal	<u>\$ 158,913,083</u>	<u>\$ (789,263)</u>	<u>\$ -</u>	158,123,820
Investments Measured at Fair Value				
Using Net Asset Value Per Share				49,429,786
Total				<u>\$ 207,553,606</u>

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 11 FAIR VALUE MEASUREMENT (CONTINUED)

The determination of the fair values on the previous page incorporates various factors. These factors include not only the credit standing of the counterparties involved and the impact of credit enhancements, but also the impact of the Corporation's nonperformance risk on its liabilities.

The fair value of investments is determined by third-party service providers utilizing various methods dependent upon the specific type of investment. When quoted prices are available in the active market, securities are classified within Level 1 of the valuation hierarchy. Assets utilizing Level 1 inputs include money market funds and bank deposits, U.S. government and agency securities, corporate bonds, common stock, and mutual funds.

Liabilities utilizing Level 2 inputs are derivatives. The carrying amount represents fair market value and is based on a price estimated by a third party using the income approach, which uses valuation techniques to convert future cash flows to a discounted value, using current market expectations.

Investments measured at fair value using net asset value per share include partnerships and are considered alternative investments. Alternative investments are those not listed on national exchanges or over-the-counter markets, or for which quoted market prices are not readily available. The Corporation follows guidance related to the fair value measurement standard that was issued for estimating the fair value of investments in investment companies that have a calculated value of their capital account or net asset value (NAV) in accordance with, or in a manner consistent with a U.S. GAAP. As a practical expedient, the Corporation is permitted under U.S. GAAP to estimate the fair value of an investment at the measurement date using reported NAV without further adjustment unless the entity expects to sell the investment at a value other than NAV or if NAV is not calculated in accordance with U.S. GAAP.

The Corporation has a policy which permits investments in alternative investments that do not have a readily determinable fair value and, as such, uses the NAV per share as calculated on the reporting entity's measurement date as the fair value of the investment. A listing of the investments held by the Corporation and their attributes that may qualify for these valuations consist of the following as of September 30, 2022:

Investment/Strategy	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
(a) Private Equity Funds	\$ 29,252,480	\$ 12,427,372	N/A (Illiquid)	N/A (Illiquid)
(b) Pinnacle Equity Fund, L.P.	5,487,723	-	Monthly	30 days
(c) The Kiltearn Global Equity Fund	6,292,772	-	Monthly	6 business days
(d) GQG Partners Global Equity Fund	8,067,944	-	Weekly	5 business days

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 11 FAIR VALUE MEASUREMENT (CONTINUED)

- (a) The funds in this account are shown below. The term of the private equity funds is estimated at over 10 years plus the option of several years of extensions. Capital will be invested, generally, over the first four to six years of the fund's life and distributions may be paid out throughout the life of the investment, as per the General Partners' discretion.
1. AEA Investors Fund VII, L.P., established to primarily make control investments in North American companies operating in the business products/services, consumer products/services, and health care industries.
 2. Freeman Spogli Equity Partners VIII, L.P., established to primarily make control investments in North American companies operating in the business products/services, consumer products/services, health care, and materials/resources industries.
 3. Horsley Bridge XIII Venture, L.P. and Horsley Bridge Venture 14, L.P., established to invest primarily in early stage venture capital partnerships which focus on investing in information technology companies in the U.S. and other core venture markets.
 4. Monarch Alternative Capital Partners Offshore IV, L.P. and Monarch Alternative Capital Partners Offshore V L.P., established to invest in distressed or financially troubled companies in inefficient segments of the credit markets.
 5. Tailwind Capital Partners III (Cayman), L.P., established to primarily make control investments in growth-oriented, North American companies in the smaller end of the middle market in the health care, business services, and industrial services sectors.
 6. The Resolute Fund V, L.P., managed by The Jordan Company, L.P., established to primarily make control investments in North American companies operating in the industrials, consumer products/services, and health care industries.
 7. The Veritas Capital Fund VI, L.P., The Veritas Capital Fund VII, L.P., and The Veritas Capital Fund VIII, L.P., established to primarily make control investments in North American companies that provide critical products and services, primarily technology or technology-enabled solutions, to government and commercial customers worldwide.
- (b) This U.S. equity fund was established to invest in small and mid-cap stocks within the U.S. Typically, the fund holds between 60 and 100 stocks. The investment vehicle is a Commingled Fund.
- (c) This global equity fund was established to invest in mid and large-cap stocks on a global basis. Typically, the fund holds between 60 and 110 stocks. The investment vehicle is a Commingled Fund.
- (d) This global equity fund was established to invest in mid and large-cap stocks on a global basis. Typically, the fund holds between 30 and 60 stocks. The investment vehicle is a Commingled Fund.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 12 CONCENTRATIONS OF CREDIT RISK

During 2022 and 2021, the Corporation had an arrangement with its commercial bank to invest all of its unrestricted cash in a mutual fund consisting of U.S. government and agency securities. Any net cash activity is invested in or withdrawn from this fund. Accordingly, none of the unrestricted cash is protected by the Federal Deposit Insurance Corporation (FDIC) insurance. Cash in the bank exceeds FDIC insurable limits. The funds on deposit in brokerage accounts are insured by the SIPC up to \$500,000.

NOTE 13 COMMITMENTS AND CONTINGENCIES

Insurance

The Organization has group insurance agreements with other Virginia retirement communities for general liability, professional liability, and workers' compensation insurance. Under the terms of the policies, the risk for these entities is pooled and a potential liability for this coverage is actuarially determined. Premiums paid represent a portion of the potential liability, as actuarially determined for the group. The policies also provide for umbrella coverage, which functions as an extension of the primary limits. The policies are written on a claims first-made basis and have a reinsurance component with a third party. Management has not recorded any liabilities related to this policy as they are not aware of any underfunding within the pool.

Contingencies

The Organization entered into a reserve agreement dated July 3, 2007, with Lehman Brothers Special Financing, Inc. (Lehman), guaranteed by Lehman Brothers Holdings, Inc., whereby Lehman would invest a portion of the reserve funds related to the Organization's 2007 bonds and pay the Organization a fixed rate of return on the funds for the life of the agreement. Upon Lehman's bankruptcy filing in 2008, Lehman defaulted on its obligation to pay the fixed rate of return. The principal amount of the reserve funds invested was not at risk and was returned to the Organization.

On October 20, 2010, the Organization entered into a termination agreement with Lehman, in which Lehman agreed to pay the Organization liquidated damages of \$1,388,000, pending the results of their bankruptcy proceedings. Through September 30, 2022, the Organization has received total payments of \$948,378 (68% of the agreed-upon damages). The Organization expects to receive further distributions as such amounts become available; however, there is no assurance that any future payments will be received. As of September 30, 2022, there are no amounts reflected in the consolidated statement of financial position related to future amounts that have yet to be received, and the consolidated statements of operations reflects only amounts that were received in cash during the periods.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

NOTE 13 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Other

The Organization operates in the health care industry and may be subject to legal proceedings and claims from time to time that arise in the course of providing its services. The Organization maintains malpractice insurance coverage on the claims made basis, which provides coverage for claims occurring and reported during the policy year. Management has determined that no provision is required for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability. Management has recorded no legal reserve liability for any legal proceedings as of the date of this report.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse.

Capital Commitment to Goodwin House Development Corporation

GHI has committed capital funding to GHDC for the purpose of expanding the mission and reach of Goodwin House Incorporated. The board of trustees approved an additional commitment of \$9,000,000 during the year ended September 30, 2022. The total capital commitment by GHI to GHDC through September 30, 2022 is \$35,618,642.

GHAH Operations in the District of Columbia

GHAH cash and equivalents includes reserves necessary to be in accordance with the District of Columbia Code Section 44-151-8, which is calculated as follows:

	<u>2022</u>	<u>2021</u>
Subsequent Year Budgeted Expenses, Net of Depreciation and Amortization	\$ 2,521,000	\$ 2,343,000
Plus Current Maturities of Long-Term Debt	-	-
Subtotal	<u>2,521,000</u>	<u>2,343,000</u>
Minimum Percentage	20%	20%
Reserve Required at September 30	<u>\$ 504,200</u>	<u>\$ 468,600</u>

MedRehab Alliance LLC

In September 2020, GHHCBS entered into a unit purchase agreement with MedRehab Alliance, LLC (MedRehab) to purchase units of MedRehab for \$75,000. MedRehab provides rehabilitation, consulting, and management services to senior care organizations in Michigan, Pennsylvania, New York, Maryland, Virginia, and North Carolina.

GOODWIN HOUSE INCORPORATED AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 13 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Provider Relief Funds

Due to the Coronavirus pandemic, the U.S. Department of Health and Human Services (HHS) made available emergency relief grant funds to health care providers through the CARES Act Provider Relief Fund (PRF). Total grant funds approved and received by Organization for the years ended September 30, 2022 and 2021 was \$1,547,019 and \$1,001,812, respectively. The PRF's are subject to certain restrictions on eligible expenses or uses, reporting requirements, and will be subject to audit. At September 30, 2022 and 2021, respectively, the Corporation recognized \$1,547,019 and \$2,115,208 as operating revenue in the consolidated statement of operations. Management believes the amounts have been recognized appropriately as of September 30, 2022 and 2021.

Paycheck Protection Program Loan

In April 2021, the Corporation obtained a loan from the U.S. Small Business Administration (SBA) in the amount of \$9,520,031 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The PPP Loan was obtained from Truist Bank at a fixed rate of 1.0% per annum. On December 9, 2021, the Corporation received a letter from the SBA that the full balance of the PPP Loan had been forgiven. The SBA may review funding eligibility and usage of funds for compliance with program requirements based on dollar thresholds and other factors. The amount of liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the Corporation's financial position.

**GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022**

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services	The View Alexandria
CURRENT ASSETS								
Cash and Cash Equivalents	\$ 14,677,942	\$ -	\$ 8,803,755	\$ 1,301,016	\$ 100,459	\$ 356,529	\$ 517,016	\$ 3,599,167
Current Portion of Assets Limited as to Use	-	-	-	-	-	-	-	-
Resident Accounts Receivable, Net	5,630,003	-	4,947,172	-	14,744	-	487,855	180,232
Other Receivables	4,402,460	1,584,943	1,696,737	1,082,438	-	38,342	-	-
Investments Classified as Trading Securities	156,093,589	-	141,766,991	14,326,598	-	-	-	-
Due from Affiliates	-	(2,924,430)	1,932,760	-	-	991,670	-	-
Prepaid Expenses, Inventory, and Other Assets	2,419,270	-	2,309,262	-	-	94,002	7,239	8,767
Total Current Assets	183,223,264	(1,339,487)	161,456,677	16,710,052	115,203	1,480,543	1,012,110	3,788,166
ASSETS LIMITED AS TO USE								
Externally Restricted Under Bond Indenture								
Agreements (Held by Trustee)	2,000,694	-	659	-	-	2,000,035	-	-
Board-Designated	2,658,914	-	-	2,658,914	-	-	-	-
Other	75,000	-	-	-	-	-	75,000	-
Assets Limited as to Use, Net of Current Portion	4,734,608	-	659	2,658,914	-	2,000,035	75,000	-
INVESTMENTS	31,613,332	-	12,188,313	856,027	-	18,568,992	-	-
PROPERTY AND EQUIPMENT, NET	226,643,570	-	200,303,765	-	-	1,687,341	38,677	24,613,787
FAIR VALUE OF INTEREST RATE SWAP	6,889,156	-	5,914,949	-	-	-	-	974,207
OTHER ASSETS								
Investment in Affiliate	-	(46,307,168)	36,858,410	-	-	9,448,758	-	-
Total Assets	\$ 453,103,930	\$ (47,646,655)	\$ 416,722,773	\$ 20,224,993	\$ 115,203	\$ 33,185,669	\$ 1,125,787	\$ 29,376,160

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2022

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services	The View Alexandria
CURRENT LIABILITIES								
Current Portion of Long-Term Debt	\$ 3,953,931	\$ -	\$ 3,953,931	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Payable	3,215,668	-	3,198,214	4,174	-	-	-	13,280
Health Care Center Deposits	596,017	-	596,017	-	-	-	-	-
Accrued Interest Payable	544,139	-	480,445	-	-	-	-	63,694
Due to Affiliates	-	(2,924,430)	992,038	96,039	386	-	106,012	1,729,955
Other Accrued Expenses	9,275,199	-	9,275,199	-	-	-	-	-
Total Current Liabilities	17,584,954	(2,924,430)	18,495,844	100,213	386	-	106,012	1,806,929
LONG-TERM DEBT, Net of Current Portion	173,867,650	-	156,535,253	-	-	-	-	17,332,397
ENTRANCE FEES AND DEPOSITS								
Entrance Fee Deposits	1,217,126	-	1,217,126	-	-	-	-	-
Refundable Entrance Fees	18,641,141	-	18,641,141	-	-	-	-	-
Deferred Revenue from Entrance Fees	142,341,147	-	142,341,147	-	-	-	-	-
Total Entrance Fees and Deposits	162,199,414	-	162,199,414	-	-	-	-	-
ANNUITIES PAYABLE	648,913	-	-	648,913	-	-	-	-
ASSET RETIREMENT OBLIGATION	210,407	-	210,407	-	-	-	-	-
Total Liabilities	354,511,338	(2,924,430)	337,440,918	749,126	386	-	106,012	19,139,326
NET ASSETS								
Without Donor Restrictions	94,629,211	(44,722,225)	79,257,748	15,536,593	114,817	33,185,669	1,019,775	10,236,834
With Donor Restrictions	3,963,381	-	24,107	3,939,274	-	-	-	-
Total Net Assets	98,592,592	(44,722,225)	79,281,855	19,475,867	114,817	33,185,669	1,019,775	10,236,834
Total Liabilities and Net Assets	\$ 453,103,930	\$ (47,646,655)	\$ 416,722,773	\$ 20,224,993	\$ 115,203	\$ 33,185,669	\$ 1,125,787	\$ 29,376,160

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2022

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services	The View Alexandria
REVENUES, GAINS, AND OTHER SUPPORT								
Monthly Fees	\$ 52,016,899	\$ -	\$ 50,975,135	\$ -	\$ -	\$ -	\$ -	\$ 1,041,764
Amortization of Deferred Revenue								
from Entrance Fees	23,061,844	-	23,061,844	-	-	-	-	-
Health Care Services	27,933,086	-	21,522,328	-	-	-	5,992,741	418,017
Contributions	4,461,642	-	-	4,461,642	-	-	-	-
Investment Income (Loss)	13,145,192	-	11,863,637	1,072,039	-	209,516	-	-
Resident and Other Services	1,379,089	-	1,347,199	-	-	-	-	31,890
CARES Act and Provider Relief Funds	1,547,019	-	1,547,019	-	-	-	-	-
Net Assets Released from Restrictions	746,935	-	-	746,935	-	-	-	-
Other	175,136	-	-	-	175,136	-	-	-
Total Revenues, Gains, and Other Support	124,466,842	-	110,317,162	6,280,616	175,136	209,516	5,992,741	1,491,671
EXPENSES								
Administrative and General	15,159,747	-	13,435,616	193,234	154,594	537,878	617,891	220,534
Marketing	2,682,406	-	2,600,388	-	-	-	-	82,018
Resident and Social Services	4,709,613	-	4,660,429	-	-	-	-	49,184
Environmental Services and Plant Operations	11,692,390	-	11,416,572	-	-	-	-	275,818
Dietary	14,894,577	-	14,544,068	-	-	-	-	350,509
Health and Wellness	38,107,577	-	32,409,636	-	-	-	5,221,929	476,012
Resident Assistance, Net	461,913	-	-	461,913	-	-	-	-
Other Program Services	1,232,318	-	-	1,232,318	-	-	-	-
Fundraising - General	227,652	-	-	227,652	-	-	-	-
Depreciation	17,356,811	-	17,245,016	-	-	-	22,386	89,409
Interest	6,158,514	-	6,024,196	-	-	-	-	134,318
Total Expenses	112,683,518	-	102,335,921	2,115,117	154,594	537,878	5,862,206	1,677,802
OPERATING INCOME (LOSS)	11,783,324	-	7,981,241	4,165,499	20,542	(328,362)	130,535	(186,131)

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2022

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services	The View Alexandria
OTHER INCOME								
Other Nonoperating Gains	\$ 1,903,779	\$ -	\$ 1,891,834	\$ -	\$ -	\$ -	\$ 11,945	\$ -
Net Unrealized Loss on Securities	(39,467,307)	-	(32,929,197)	(5,070,858)	-	(1,467,252)	-	-
Change in Fair Value of Interest Rate Swap	7,678,419	-	6,704,212	-	-	-	-	974,207
Forgiveness of Paycheck Protection Program Loan	9,520,031	-	9,057,930	66,985	-	-	395,116	-
Loss on Extinguishment of Debt	(1,172,105)	-	(1,172,105)	-	-	-	-	-
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES	(9,753,859)	-	(8,466,085)	(838,374)	20,542	(1,795,614)	537,596	788,076
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS								
Net Unrealized Loss on Debt								
Obligation Securities	(53,560)	-	(53,560)	-	-	-	-	-
Contributed Capital	-	(18,455,129)	-	-	-	9,006,371	-	9,448,758
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(9,807,419)	(18,455,129)	(8,519,645)	(838,374)	20,542	7,210,757	537,596	10,236,834
NET ASSETS WITH DONOR RESTRICTIONS								
Contributions of Cash and Other Financial Assets	1,001,888	-	-	1,001,888	-	-	-	-
Net Assets Released from Restrictions	(746,935)	-	-	(746,935)	-	-	-	-
INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS	254,953	-	-	254,953	-	-	-	-
CHANGE IN NET ASSETS	<u>\$ (9,552,466)</u>	<u>\$ (18,455,129)</u>	<u>\$ (8,519,645)</u>	<u>\$ (583,421)</u>	<u>\$ 20,542</u>	<u>\$ 7,210,757</u>	<u>\$ 537,596</u>	<u>\$ 10,236,834</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 8,803,755	\$ 2,346,152	\$ 1,780,365	\$ 2,664,272	\$ 2,012,966
Resident Accounts Receivable, Net	4,947,172	1,860,607	2,132,583	17,749	936,233
Other Receivables	1,696,737	1,104,894	576,237	15,606	-
Investments Classified as Trading Securities	141,766,991	64,255,256	77,511,735	-	-
Due from Affiliates	1,932,760	1,924,316	8,444	-	-
Prepaid Expenses, Inventory, and Other Assets	2,309,262	1,855,106	454,156	-	-
Total Current Assets	<u>161,456,677</u>	<u>73,346,331</u>	<u>82,463,520</u>	<u>2,697,627</u>	<u>2,949,199</u>
ASSETS LIMITED AS TO USE					
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	659	288	371	-	-
INVESTMENTS	12,188,313	56,768	3,842,616	3,449,734	4,839,195
PROPERTY AND EQUIPMENT, NET	200,303,765	97,523,644	102,777,913	2,208	-
FAIR VALUE OF INTEREST RATE SWAP	5,914,949	-	5,914,949	-	-
OTHER ASSETS					
Investment in Affiliate	36,858,410	18,429,205	18,429,205	-	-
Total Assets	<u>\$ 416,722,773</u>	<u>\$ 189,356,236</u>	<u>\$ 213,428,574</u>	<u>\$ 6,149,569</u>	<u>\$ 7,788,394</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2022

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT LIABILITIES					
Current Portion of Long-Term Debt	\$ 3,953,931	\$ -	\$ 3,953,931	\$ -	\$ -
Accounts Payable	3,198,214	3,196,962	1,252	-	-
Health Care Center Deposits	596,017	277,644	318,373	-	-
Accrued Interest Payable	480,445	195,868	284,577	-	-
Due to Affiliates	992,038	991,670	368	-	-
Other Accrued Expenses	9,275,199	9,275,199	-	-	-
Total Current Liabilities	<u>18,495,844</u>	<u>13,937,343</u>	<u>4,558,501</u>	<u>-</u>	<u>-</u>
LONG-TERM DEBT, Net of Current Portion	156,535,253	67,509,470	89,025,783	-	-
ENTRANCE FEES AND DEPOSITS					
Entrance Fee Deposits	1,217,126	531,007	686,119	-	-
Refundable Entrance Fees	18,641,141	7,571,457	9,381,012	1,688,672	-
Deferred Revenue from Entrance Fees	142,341,147	65,433,516	70,996,112	5,911,519	-
Total Entrance Fees and Deposits	<u>162,199,414</u>	<u>73,535,980</u>	<u>81,063,243</u>	<u>7,600,191</u>	<u>-</u>
ASSET RETIREMENT OBLIGATION	<u>210,407</u>	<u>210,407</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	337,440,918	155,193,200	174,647,527	7,600,191	-
NET ASSETS					
Without Donor Restrictions	79,257,748	34,160,406	38,759,570	(1,450,622)	7,788,394
With Donor Restrictions	24,107	2,630	21,477	-	-
Total Net Assets	<u>79,281,855</u>	<u>34,163,036</u>	<u>38,781,047</u>	<u>(1,450,622)</u>	<u>7,788,394</u>
Total Liabilities and Net Assets	<u>\$ 416,722,773</u>	<u>\$ 189,356,236</u>	<u>\$ 213,428,574</u>	<u>\$ 6,149,569</u>	<u>\$ 7,788,394</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2022

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
REVENUES, GAINS, AND OTHER SUPPORT					
Monthly Fees	\$ 50,975,135	\$ 23,820,376	\$ 25,887,109	\$ 1,267,650	\$ -
Amortization of Deferred Revenue from Entrance Fees	23,061,844	12,023,371	10,270,515	767,958	-
Health Care Services	21,522,328	5,102,987	4,922,965	-	11,496,376
Investment Income	11,863,637	4,791,433	6,833,481	132,333	106,390
Resident and Other Services	1,347,199	725,216	610,883	11,100	-
CARES Act and Provider Relief Funds	1,547,019	749,620	797,399	-	-
Total Revenues, Gains, and Other Support	<u>110,317,162</u>	<u>47,213,003</u>	<u>49,322,352</u>	<u>2,179,041</u>	<u>11,602,766</u>
EXPENSES					
Administrative and General	13,435,616	5,547,980	5,605,636	2,282,000	-
Marketing	2,600,388	1,282,521	1,317,867	-	-
Resident and Social Services	4,660,429	2,268,823	2,391,606	-	-
Environmental Services and Plant Operations	11,416,572	5,632,447	5,784,125	-	-
Dietary	14,544,068	6,405,757	8,138,311	-	-
Health and Wellness	32,409,636	11,390,737	9,824,817	-	11,194,082
Depreciation	17,245,016	8,543,018	8,700,526	1,472	-
Interest	6,024,196	2,892,869	3,131,327	-	-
Total Expenses	<u>102,335,921</u>	<u>43,964,152</u>	<u>44,894,215</u>	<u>2,283,472</u>	<u>11,194,082</u>
OPERATING INCOME (LOSS)	7,981,241	3,248,851	4,428,137	(104,431)	408,684
OTHER GAINS					
Other Nonoperating Gains	1,891,834	945,917	945,917	-	-
Net Unrealized Loss on Securities	(32,929,197)	(14,462,726)	(18,466,471)	-	-
Change in Fair Value of Interest Rate Swap	6,704,212	-	6,704,212	-	-
Forgiveness of Paycheck Protection Program Loan	9,057,930	4,167,256	4,740,941	149,733	-
Gain (Loss) on Extinguishment of Debt	(1,172,105)	(2,841,258)	1,669,153	-	-
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES	(8,466,085)	(8,941,960)	21,889	45,302	408,684
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS					
Net Unrealized Loss on Debt Obligation Securities	(53,560)	(18,728)	(34,832)	-	-
CHANGE IN NET ASSETS	<u>\$ (8,519,645)</u>	<u>\$ (8,960,688)</u>	<u>\$ (12,943)</u>	<u>\$ 45,302</u>	<u>\$ 408,684</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ (8,519,645)
Adjustments to Reconcile Change in Net Assets to Net Cash	
Provided by Operating Activities:	
Amortization of Deferred Revenue from Entrance Fees	(23,061,844)
Gain on Fair Value of Interest Rate Swap Agreement	(6,704,212)
Depreciation	17,245,016
Amortization of Deferred Financing Costs	63,395
Amortization of Bond Discount/Premium, Net	(316,715)
Provision for Bad Debt	810,056
Proceeds from Entrance Fees, Net of Refunds	33,694,071
Net Unrealized Loss on Investments	32,982,757
Realized Gain on Sales of Investments	(14,363,831)
Change in the Equity Value of Investments in Limited Partnerships	3,864,781
Loss on Extinguishment of Debt	1,172,105
Forgiveness of Paycheck Protection Program Loan	(9,057,930)
(Increase) Decrease in Assets:	
Accounts Receivable	(769,056)
Other Receivables and Entrance Fees Receivable	(1,513,429)
Prepaid Expenses, Inventory and Other Assets	(1,193,722)
Due from Affiliates and Investment in Affiliates, Net of Due to Affiliates	2,583,709
Increase (Decrease) in Liabilities:	
Accounts Payable	789,419
Health Care Center Deposits	121,394
Accrued Interest	(2,919,155)
Other Accrued Expenses	490,738
Net Cash Provided by Operating Activities	<u>25,397,902</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Net Sales of Investments	(16,617,405)
Decrease in Assets Limited as to Use	8,755,537
Purchases of Property and Equipment and Construction in Progress	<u>(17,315,802)</u>
Net Cash Used by Investing Activities	(25,177,670)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Long-Term Debt	122,518,567
Refunding Payments on Long-Term Debt	(133,148,652)
Increase in Entrance Fee Deposits	(31,780)
Principal Payments on Long-Term Debt	(4,872,567)
Deferred Issuance Costs	(770,609)
Net Cash Used by Financing Activities	<u>(16,305,041)</u>

NET DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH (16,084,809)

Cash, Cash Equivalents, and Restricted Cash - Beginning of Year 26,889,223

CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR \$ 10,804,414

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2021

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
CURRENT ASSETS							
Cash and Cash Equivalents	\$ 25,429,868	\$ -	\$ 18,877,352	\$ 2,335,423	\$ 80,404	\$ 92,018	\$ 4,044,671
Current Portion of Assets Limited as to Use	3,399,600	-	3,399,600	-	-	-	-
Resident Accounts Receivable, Net	5,325,240	-	4,988,172	-	14,496	-	322,572
Other Receivables	2,292,578	(306,892)	183,308	393,639	-	2,022,523	-
Investments Classified as Trading Securities	160,834,432	-	145,281,594	15,552,838	-	-	-
Due from Affiliates	-	(6,326,601)	4,925,516	-	-	127,133	1,273,952
Prepaid Expenses, Inventory, and Other Assets	1,355,564	-	1,115,540	-	-	233,831	6,193
Total Current Assets	<u>198,637,282</u>	<u>(6,633,493)</u>	<u>178,771,082</u>	<u>18,281,900</u>	<u>94,900</u>	<u>2,475,505</u>	<u>5,647,388</u>
ASSETS LIMITED AS TO USE							
Externally Restricted Under Bond Indenture							
Agreements (Held by Trustee)	14,767,408	-	14,767,408	-	-	-	-
Board Designated	1,636,016	-	-	1,636,016	-	-	-
Other	75,000	-	-	-	-	-	75,000
Less: Amounts Available for Current Liabilities	<u>(3,399,600)</u>	<u>-</u>	<u>(3,399,600)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Assets Limited as to Use, Net of Current Portion	13,078,824	-	11,367,808	1,636,016	-	-	75,000
INVESTMENTS	49,682,521	-	25,438,218	970,931	-	23,273,372	-
PROPERTY AND EQUIPMENT, NET	200,499,388	-	200,232,979	-	-	226,035	40,374
OTHER ASSETS							
Investment in Affiliate	<u>-</u>	<u>(25,960,204)</u>	<u>25,960,204</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u>\$ 461,898,015</u>	<u>\$ (32,593,697)</u>	<u>\$ 441,770,291</u>	<u>\$ 20,888,847</u>	<u>\$ 94,900</u>	<u>\$ 25,974,912</u>	<u>\$ 5,762,762</u>

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2021

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
CURRENT LIABILITIES							
Current Portion of Long-Term Debt	\$ 4,872,675	\$ -	\$ 4,872,675	\$ -	\$ -	\$ -	\$ -
Accounts Payable	2,410,995	-	2,408,795	2,200	-	-	-
Health Care Center Deposits	474,623	-	474,623	-	-	-	-
Accrued Interest Payable	3,399,600	-	3,399,600	-	-	-	-
Due to Affiliates	-	(6,326,601)	1,401,085	39,424	625	-	4,885,467
Other Accrued Expenses	8,676,735	-	8,676,735	-	-	-	-
Paycheck Protection Program Loan	9,520,031	-	9,057,930	66,985	-	-	395,116
Total Current Liabilities	<u>29,354,659</u>	<u>(6,326,601)</u>	<u>30,291,443</u>	<u>108,609</u>	<u>625</u>	<u>-</u>	<u>5,280,583</u>
LONG-TERM DEBT, Net of Current Portion	170,970,985	-	170,970,985	-	-	-	-
ENTRANCE FEES AND DEPOSITS							
Entrance Fee Deposits	1,248,906	-	1,248,906	-	-	-	-
Refundable Entrance Fees	15,509,977	-	15,509,977	-	-	-	-
Deferred Revenue from Entrance Fees	134,947,810	-	134,947,810	-	-	-	-
Total Entrance Fees and Deposits	<u>151,706,693</u>	<u>-</u>	<u>151,706,693</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ANNUITIES PAYABLE	720,950	-	-	720,950	-	-	-
FAIR VALUE OF INTEREST RATE SWAP	789,263	-	789,263	-	-	-	-
ASSET RETIREMENT OBLIGATION	<u>210,407</u>	<u>-</u>	<u>210,407</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	353,752,957	(6,326,601)	353,968,791	829,559	625	-	5,280,583
NET ASSETS							
Without Donor Restrictions	104,436,630	(26,267,096)	87,777,393	16,374,967	94,275	25,974,912	482,179
With Donor Restrictions	3,708,428	-	24,107	3,684,321	-	-	-
Total Net Assets	<u>108,145,058</u>	<u>(26,267,096)</u>	<u>87,801,500</u>	<u>20,059,288</u>	<u>94,275</u>	<u>25,974,912</u>	<u>482,179</u>
Total Liabilities and Net Assets	<u>\$ 461,898,015</u>	<u>\$ (32,593,697)</u>	<u>\$ 441,770,291</u>	<u>\$ 20,888,847</u>	<u>\$ 94,900</u>	<u>\$ 25,974,912</u>	<u>\$ 5,762,762</u>

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2021

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
REVENUES, GAINS, AND OTHER SUPPORT							
Monthly Fees	\$ 49,055,028	\$ -	\$ 49,055,028	\$ -	\$ -	\$ -	\$ -
Amortization of Deferred Revenue							
from Entrance Fees	21,468,268	-	21,468,268	-	-	-	-
Health Care Services	24,392,093	-	19,551,036	-	-	-	4,841,057
Contributions	3,897,773	-	-	3,897,773	-	-	-
Investment Income	17,433,638	-	16,438,389	1,074,372	-	(79,123)	-
Resident and Other Services	934,001	-	934,001	-	-	-	-
CARES Act and Provider Relief Funds	2,115,208	-	2,115,208	-	-	-	-
Net Assets Released from Restrictions	574,500	-	-	574,500	-	-	-
Other	172,691	-	-	-	172,691	-	-
Total Revenues, Gains, and Other Support	120,043,200	-	109,561,930	5,546,645	172,691	(79,123)	4,841,057
EXPENSES							
Administrative and General	17,041,960	-	12,248,473	178,043	155,803	51,028	4,408,613
Marketing	2,611,328	-	2,592,058	-	-	-	19,270
Resident and Social Services	4,469,308	-	4,469,308	-	-	-	-
Environmental Services and Plant Operations	10,426,519	-	10,426,519	-	-	-	-
Dietary	13,110,600	-	13,110,600	-	-	-	-
Health and Wellness	29,892,326	-	29,892,326	-	-	-	-
Resident Assistance, Net	476,080	-	-	476,080	-	-	-
Other Program Services	788,741	-	-	788,741	-	-	-
Fundraising - General	234,867	-	-	234,867	-	-	-
Depreciation	16,575,729	-	16,561,742	-	-	-	13,987
Interest	6,740,018	-	6,740,018	-	-	-	-
Total Expenses	102,367,476	-	96,041,044	1,677,731	155,803	51,028	4,441,870
OPERATING INCOME (LOSS)	17,675,724	-	13,520,886	3,868,914	16,888	(130,151)	399,187

GOODWIN HOUSE INCORPORATED AND AFFILIATES
CONSOLIDATING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2021

	Consolidated	Eliminations	Goodwin House Incorporated Obligated Group	Goodwin House Foundation	Goodwin House Community Services	Goodwin House Development Corporation	Goodwin House Home & Community Based Services
OTHER INCOME (LOSS)							
Other Nonoperating Gains (Losses)	\$ 43,590	\$ -	\$ 30,709	\$ -	\$ -	\$ -	\$ 12,881
Net Unrealized Gain on Securities	20,851,046	-	18,566,122	2,225,673	-	59,251	-
Change in Fair Value of Interest Rate Swap	1,384,098	-	1,384,098	-	-	-	-
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES	39,954,458	-	33,501,815	6,094,587	16,888	(70,900)	412,068
OTHER CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS							
Net Unrealized Gain on Debt Obligation Securities	(135,137)	-	(135,137)	-	-	-	-
Goodwin House Alexandria Contributed Capital to GHDC	-	(2,003,788)	-	-	-	2,003,788	-
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	39,819,321	(2,003,788)	33,366,678	6,094,587	16,888	1,932,888	412,068
NET ASSETS WITH DONOR RESTRICTIONS							
Contributions	514,145	-	-	514,145	-	-	-
Net Assets Released from Restrictions	(574,500)	-	-	(574,500)	-	-	-
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS	(60,355)	-	-	(60,355)	-	-	-
CHANGE IN NET ASSETS	<u>\$ 39,758,966</u>	<u>\$ (2,003,788)</u>	<u>\$ 33,366,678</u>	<u>\$ 6,034,232</u>	<u>\$ 16,888</u>	<u>\$ 1,932,888</u>	<u>\$ 412,068</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2021

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 18,877,352	\$ 7,642,142	\$ 6,063,312	\$ 1,793,435	\$ 3,378,463
Current Portion of Assets Limited as to Use	3,399,600	1,772,963	1,626,637	-	-
Resident Accounts Receivable, Net	4,988,172	2,341,533	1,846,913	31,284	768,442
Other Receivables	183,308	2,610	96,304	84,394	-
Investments Classified as Trading Securities	145,281,594	52,654,741	92,626,853	-	-
Due from Affiliates	4,925,516	4,925,153	363	-	-
Prepaid Expenses and Inventory	1,115,540	982,623	132,917	-	-
Total Current Assets	<u>178,771,082</u>	<u>70,321,765</u>	<u>102,393,299</u>	<u>1,909,113</u>	<u>4,146,905</u>
ASSETS LIMITED AS TO USE					
Externally Restricted Under Bond Indenture Agreements (Held by Trustee)	14,767,408	6,619,747	8,147,661	-	-
Less: Amounts Available for Current Liabilities	<u>(3,399,600)</u>	<u>(1,772,963)</u>	<u>(1,626,637)</u>	<u>-</u>	<u>-</u>
Assets Limited as to Use, Net of Current Portion	11,367,808	4,846,784	6,521,024	-	-
INVESTMENTS	25,438,218	2,628,540	16,259,472	3,317,401	3,232,805
PROPERTY AND EQUIPMENT, NET	200,232,979	99,151,928	101,077,372	3,679	-
OTHER ASSETS					
Investment in Affiliate	<u>25,960,204</u>	<u>25,960,204</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u>\$ 441,770,291</u>	<u>\$ 202,909,221</u>	<u>\$ 226,251,167</u>	<u>\$ 5,230,193</u>	<u>\$ 7,379,710</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF FINANCIAL POSITION (CONTINUED)
SEPTEMBER 30, 2021

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
CURRENT LIABILITIES					
Current Portion of Long-Term Debt	\$ 4,872,675	\$ 995,000	\$ 3,877,675	\$ -	\$ -
Accounts Payable	2,408,795	2,408,099	696	-	-
Health Care Center Deposits	474,623	191,910	282,713	-	-
Accrued Interest Payable	3,399,600	1,772,963	1,626,637	-	-
Due to Affiliates	1,401,085	127,133	1,273,952	-	-
Other Accrued Expenses	8,676,735	8,676,735	-	-	-
Paycheck Protection Program Loan	9,057,930	4,167,256	4,740,941	149,733	-
Total Current Liabilities	<u>30,291,443</u>	<u>18,339,096</u>	<u>11,802,614</u>	<u>149,733</u>	<u>-</u>
LONG-TERM DEBT, Net of Current Portion	170,970,985	69,800,448	101,170,537	-	-
ENTRANCE FEES AND DEPOSITS					
Entrance Fee Deposits	1,248,906	516,114	732,792	-	-
Refundable Entrance Fees	15,509,977	5,965,605	8,188,637	1,355,735	-
Deferred Revenue from Entrance Fees	134,947,810	64,953,827	64,773,334	5,220,649	-
Total Entrance Fees and Deposits	<u>151,706,693</u>	<u>71,435,546</u>	<u>73,694,763</u>	<u>6,576,384</u>	<u>-</u>
FAIR VALUE OF INTEREST RATE SWAP	789,263	-	789,263	-	-
ASSET RETIREMENT OBLIGATION	<u>210,407</u>	<u>210,407</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Liabilities	353,968,791	159,785,497	187,457,177	6,726,117	-
NET ASSETS					
Without Donor Restrictions	87,777,393	43,121,094	38,772,513	(1,495,924)	7,379,710
With Donor Restrictions	24,107	2,630	21,477	-	-
Total Net Assets	<u>87,801,500</u>	<u>43,123,724</u>	<u>38,793,990</u>	<u>(1,495,924)</u>	<u>7,379,710</u>
Total Liabilities and Net Assets	<u>\$ 441,770,291</u>	<u>\$ 202,909,221</u>	<u>\$ 226,251,167</u>	<u>\$ 5,230,193</u>	<u>\$ 7,379,710</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
COMBINING STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS
YEAR ENDED SEPTEMBER 30, 2021

	Total	Goodwin House Alexandria	Goodwin House Bailey's Crossroads	Goodwin House at Home	Goodwin House Specialized Care
REVENUES, GAINS, AND OTHER SUPPORT					
Monthly Fees	\$ 49,055,028	\$ 22,986,780	\$ 24,999,143	\$ 1,069,105	\$ -
Amortization of Deferred Revenue					
from Entrance Fees	21,468,268	10,867,684	9,928,896	671,688	-
Health Care Services	19,551,036	4,562,147	4,351,192	-	10,637,697
Investment Income	16,438,389	6,676,405	9,542,750	119,673	99,561
Resident and Other Services	934,001	435,913	484,588	13,500	-
CARES Act and Provider Relief Funds	2,115,208	1,057,604	1,057,604	-	-
Total Revenues, Gains, and Other Support	<u>109,561,930</u>	<u>46,586,533</u>	<u>50,364,173</u>	<u>1,873,966</u>	<u>10,737,258</u>
EXPENSES					
Administrative and General	12,248,473	5,020,514	5,127,662	2,100,297	-
Marketing	2,592,058	1,416,451	1,175,607	-	-
Resident and Social Services	4,469,308	2,181,218	2,288,090	-	-
Environmental Services and Plant Operations	10,426,519	4,908,767	5,517,752	-	-
Dietary	13,110,600	5,720,226	7,390,374	-	-
Health and Wellness	29,892,326	10,849,037	9,128,211	-	9,915,078
Depreciation	16,561,742	8,179,582	8,381,424	736	-
Interest	6,740,018	3,366,286	3,373,732	-	-
Total Expenses	<u>96,041,044</u>	<u>41,642,081</u>	<u>42,382,852</u>	<u>2,101,033</u>	<u>9,915,078</u>
OPERATING INCOME (LOSS)	13,520,886	4,944,452	7,981,321	(227,067)	822,180
OTHER INCOME (LOSS)					
Other Nonoperating Losses	30,709	30,709	-	-	-
Net Unrealized Gain on Securities	18,566,122	8,048,103	10,518,019	-	-
Change in Fair Value of Interest Rate Swap	1,384,098	-	1,384,098	-	-
EXCESS (DEFICIT) OF REVENUE OVER (UNDER) EXPENSES	33,501,815	13,023,264	19,883,438	(227,067)	822,180
OTHER CHANGES IN NET ASSETS					
WITHOUT DONOR RESTRICTIONS					
Net Unrealized Gain on Debt					
Obligation Securities	(135,137)	(49,355)	(85,782)	-	-
CHANGE IN NET ASSETS	<u>\$ 33,366,678</u>	<u>\$ 12,973,909</u>	<u>\$ 19,797,656</u>	<u>\$ (227,067)</u>	<u>\$ 822,180</u>

GOODWIN HOUSE INCORPORATED OBLIGATED GROUP
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 33,366,678
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:	
Amortization of Deferred Revenue from Entrance Fees	(21,468,268)
Loss on Fair Value of Interest Rate Swap Agreement	(1,384,098)
Depreciation	16,561,742
Amortization of Deferred Financing Costs	59,880
Amortization of Bond Discount/Premium, Net	(757,216)
Provision for Bad Debt	854,262
Proceeds from Entrance Fees, Net of Refunds	21,632,442
Net Unrealized Gain on Investments	(18,430,985)
Realized Gain on Sales of Investments	(8,720,193)
Change in the Equity Value of Investments in Limited Partnerships	(5,477,971)
(Increase) Decrease in Assets:	
Accounts Receivable	(1,563,847)
Other Receivables and Entrance Fees Receivable	1,087,885
Prepaid Expenses, Inventory, and Other Assets	389,367
Due from Affiliates and Investment in Affiliates, Net of Due to Affiliates	(27,283,777)
Increase (Decrease) in Liabilities:	
Accounts Payable	(25,000)
Health Care Center Deposits	(49,064)
Accrued Interest	173,213
Other Accrued Expenses	(142,386)
Net Cash Used by Operating Activities	<u>(11,177,336)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Net Sales of Investments	27,728,386
Increase in Assets Limited as to Use	1,091,521
Purchases of Property and Equipment and Construction in Progress	<u>(8,293,446)</u>
Net Cash Provided by Investing Activities	20,526,461

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Paycheck Protection Program Loan	9,057,930
Increase in Entrance Fee Deposits	47,462
Principal Payments on Long-Term Debt	<u>(9,256,123)</u>
Net Cash Used by Financing Activities	<u>(150,731)</u>

NET INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH

9,198,394

Cash, Cash Equivalents, and Restricted Cash - Beginning of Year

17,690,829**CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR**\$ 26,889,223

Goodwin House Bailey's Crossroads Licenses, Registration and Accreditation

Licensed by:

Department of Social Services,
Commonwealth of Virginia

*Inquiries may be made at the Fairfax Licensing Office
3959 Pender Drive, Fairfax, Virginia 22030*

Department of Health
Commonwealth of Virginia

Inquiries may be made at P.O. Box 2448, Richmond, Virginia 23218

Registered with:

State Corporation Commission, Bureau of Insurance
Commonwealth of Virginia

Inquiries may be made at P.O. Box 1157, Richmond, Virginia 23209

Accredited by:

CARF - CCAC

*Inquiries may be made at 1730 Rhode Island Avenue, NW, Suite 209
Washington, DC 20008-3120*