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SPECIAL RISKS

1. The Providence, a Franciscan Community (“Providence”) provides a senior residential community for the sole use and benefit of persons: (a) having reached the age of 62 by the anticipated Occupancy Date, or will be applying for the same Residence with an individual who will be 62 years of age or older by the anticipated Occupancy Date; (b) having income and assets sufficient to meet the expenses of residency at Providence; (c) having the ability to live in a Residence independently or with reasonable accommodations or modifications, without needing significant medical, nursing, personal care or behavioral supervision provided in an adult home/assisted living residence or nursing home; and (d) having no history of activities or behaviors that could be detrimental to the health, safety or welfare of the Resident or other Residents, or that could be detrimental to the peaceful enjoyment of Providence by other residents. See Section X.

2. The principals of Sponsor will not guaranty the financial obligations of Sponsor, including the obligation to refund entrance fees to Residents. See XXIX.

3. No bond or security has been posted by Sponsor to secure the Sponsor’s performance to construct Providence. Sponsor is a not-for-profit corporation. Sponsor has committed to fund certain costs for the development of Providence, including leasing costs, legal fees, management and consulting fees and certain other development costs. Sponsor has not yet obtained a financing commitment and completion of Providence has not been guaranteed by Sponsor or any of its principals. This offering can be withdrawn at any time prior to the Offering Plan becoming effective and Residents occupying Residences. Once Providence is operating, there will be no guaranties of the performance, financial or otherwise, of the Sponsor. See Section XX.

4. Purchasers should note that Sponsor has complete decision-making authority regarding the management and operation of Providence. See Section XX.

5. The owner of the Property is Daughters of Charity Ministries, Inc. (“DCM”), a Missouri not-for-profit corporation. DCM has entered into a Development Agreement which provides for the development of the Property as a senior living community consisting of independent living, assisted living, and memory care residences together with ancillary facilities. Sponsor intends to construct a senior living community on the Property. The first phase of development (“Phase I”) will contain a total of eighty-nine (89) residences (each a “Residence” and collectively, the “Residences”), which are the subject of this Offering Plan, as follows: seventy-six (76) independent living units in an apartment-style building (the “Independent Living Apartments”) and thirteen (13) independent living carriage home units (the “Independent Living Carriage Home Residences”). The Sponsor will lease the land on which the facility is constructed from DCM for an initial term not to exceed nine (9) years. During said nine (9) year period, DCM will retain the right to occupy the existing building on the Property, which existing building is located on the portion of the Property that is contemplated to comprise the

second phase of development (“Phase II”) of Providence. The Phase II property is located on the eastern portion of the overall Property, directly adjacent to the Independent Living Carriage Homes Residences to be constructed within Phase I. Phase II, if built, will contain an additional forty-four (44) Independent Living Carriage Home Residences which will be offered subsequent to acceptance for filing of an amendment to this Offering Plan disclosing same. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease (as hereinafter defined). It is anticipated that, if developed, development of Phase II will commence in 2030 and be completed by the end of 2030, barring any unforeseen circumstances such as weather conditions, possible strikes, material shortages, acts of God, Force Majeure, or other unforeseen delays behind the control of Sponsor. For the avoidance of doubt, only the Independent Living Residences are the subject of this Offering Plan. Pursuant to the terms of the Ground Lease, in the event the Providence facility ceases to be used for its intended purpose, the Ground Lease will terminate, and the real property and any improvements thereon shall revert to the DCM. In such an event, any Prospective Resident who has entered into a Reservation Agreement will be refunded the full amount of their Entrance Fee Deposit. See Section III.

6. Sponsor, as Tenant, and DCM, as Landlord have entered into a ground lease (the “Ground Lease”) which will permit the Sponsor to develop the Property as a senior living community while DCM maintains fee ownership of the Property. Pursuant to the terms of the Ground Lease, Sponsor shall have the option at the expiration of the Ground Lease or at any time during the term of the Ground Lease, to purchase the property on which Providence will be constructed. During the term of the Ground Lease, DCM will retain the right to occupy the existing building on the Property, which existing building is located on the portion of the Property on which Sponsor reserves the right, upon its acquisition of said Property, to construct additional facilities and up to forty-four (44) additional Independent Living Carriage Home Residences in Phase II of the development. Phase II will also be subject to the terms of this Offering Plan. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease. If Sponsor elects to construct additional Residences on the property, Sponsor will amend the Plan to disclose same prior to entering into any Residency Agreements for such additional Residences. Prospective Residents should note that in the event Sponsor does develop additional Residences on the property, the residents of said additional Residences will have access to the site amenities and facilities of Providence. Notwithstanding the foregoing, Sponsor is not obligated to construct Phase II. In the event Sponsor does not purchase or develop Phase II, the property comprising what is currently contemplated to become Phase II could be retained by DCM or conveyed by DCM to a third party and developed in any manner permitted by the local municipality. The Property is currently zoned as R-20 (Rural Residential District) by the Village of Menands, which permits development of single-family dwellings as of right, or day-care home (adult and/or child), community residential care facilities, accessory parking lot(s), or tier 1 solar energy systems if authorized by site plan approval. Any future

development or occupancy of the property contemplated to comprise Phase II will be subject to local code and approval by the municipality. See Section III.

7. The size of each Residence is measured from the inside face of interior walls, to the inside of the stud of exterior walls, to the outside face of corridor walls, and to the center line of all demising walls. Accordingly, the actual usable square footage of the Residence is significantly less than is set forth in Schedule A-1. Floor plans of each Residence are included in the Property Description section of the Plan and in the Architectural Documents attached to the Plan. See Schedule A-1.

8. Prospective Residents should be aware that they may be living in an active construction site after they take occupancy of their Residence, including during any period in the future in which the Sponsor has reserve the right to construct additional Residences or other facilities on the property. During periods of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Development and other inconveniences which are normal in a community undergoing construction. Sponsor anticipates that construction of Phase I will commence in July of 2027 and will be complete by November of 2028. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease. If developed, it is anticipated that construction of Phase II will commence in 2030 and be completed by the end of 2030, barring any unforeseen circumstances such as weather conditions, possible strikes, material shortages, acts of God, Force Majeure, or other unforeseen delays behind the control of Sponsor. See Section XXVIII.

9. Providence will be financed by a tax-exempt bond offering. To obtain the bond financing and begin construction of Providence, seventy (70%) percent of the Residences (i.e., 63 Residences) must be pre-sold. A pre-sale is defined as a Residence with a signed reservation agreement ("Reservation Agreement") and a ten (10%) percent deposit paid by the Prospective Resident. If the pre-sale threshold is not met and Sponsor does not obtain bond financing, Sponsor may abandon the project and, in such an event, one hundred (100%) percent of the Entrance Fee Deposits paid by Prospective Residents will be refunded and any Reservation Agreements will be terminated. Purchasers should further note that the anticipated time frames for development of Providence are dependent on Sponsor obtaining bond financing. If Sponsor obtains bond financing, debt service may be an additional line item in the budget. There is no time limit to reach the pre-sale threshold, but Prospective Residents can request a refund of one hundred (100%) percent of their Entrance Fee Deposit at any time prior to occupancy. Prior to occupancy, Residents will enter into a residency agreement ("Residency Agreement") with the Sponsor, which Residency Agreement will set forth the terms of residency. Subsequent to a Resident taking occupancy of their Residence and upon termination of the Residency Agreement, a Resident will be entitled to a refund of their Entrance Fee based upon the agreed-upon refund percentage selected by the Resident at the time the Resident entered into a Reservation Agreement (e.g., a Resident of a 1-bedroom Independent Living Apartment

whose Residency Agreement contemplates a 50% refund would be entitled to a refund of 50% of the Entrance Fee paid by said Resident for occupancy of their Residence). Entrance Fee refunds will be payable to Residents who have terminated their residency upon the satisfaction of certain conditions as set forth in Special Risk 10 below and pursuant to the terms of the Residency Agreement. A copy of the Reservation Agreement is attached as Schedule C-2 in Part II of the Plan. A copy of the Residency Agreement is attached as Schedule C in Part II of the Plan. See Special Risk 18 and Section XX.

10. The Residency Agreement to be executed by each person wishing to become a Resident at Providence prohibits any occupancy or use conflicting with the terms of the Residency Agreement. A Residency Agreement may be terminated by Sponsor if a Resident requires permanent care at an assisted living or nursing facility either within the Providence Community or from another health care provider of Resident's choice. In such an event, the Resident will receive a full refund of their Entrance Fee in full, without interest and less any other amounts owed to Sponsor, upon completion of all of the following: (i) Resident has completely vacated the Residence and/or Health Center unit; (ii) Sponsor's has received a fully-executed Residency Agreement from a new Resident for the particular Residence; (iii) the new Resident has taken occupancy of the Residence; and (iv) the new Entrance Fee has been fully paid to the Community by the new Resident of the terminated Resident's Residence. In the event any of the foregoing conditions are not met, a Resident will not receive a refund of their Entrance Fee until such time as all conditions are met. See Section XIII.

11. To reserve a Residence, a Resident will be required to pay to Sponsor an Entrance Fee Deposit in an amount equal to ten (10%) of the total Entrance Fee upon execution of the Reservation Agreement. The Entrance Fee Deposit for the selected Residence will be held in escrow pursuant to New York State General Business Law, Sections 352-e(2)(b) and 352-h. Following occupancy of the Residence, the Entrance Fee is no longer required to be held in escrow, and the required fee refund will be secured by the general funds of the Sponsor. The Sponsor will be required to have significant cash reserves that will be adequate to be used towards any refund liability, if necessary. Eighty (80%) percent of the Entrance Fee released will be used by Sponsor to pay short-term construction debt (approximately 28% of the total cost of constructing Providence). The remaining twenty (20%) percent of the Entrance Fee, and any interest income earned on Entrance Fees, will be used by Sponsor to meet debt requirements and for other operating expenses of the Community. After the short-term construction debt is paid, Entrance Fees will be used by Sponsor to pay Entrance Fee refunds and to cover the operating expenses of Providence, including building reserves and paying debt service. Sponsor is obligated to provide Residents an annual certified accounting of the disposition of entrance fees and interest earned. See Section X.

12. Occupancy of a Residence is limited to two (2) persons. No person other than the Resident, or Residents, may occupy the Residence except with Sponsor's express written approval. In the event a Resident, after executing a Residency Agreement, wishes to add a second Prospective Resident to the Residence, the second

Prospective Resident must meet the eligibility criteria set forth in the Residency Agreement. If accepted for Residency, payment of a second Monthly Service Fee for the second Resident will be required in addition to the Monthly Service Fee being charged for the first Resident. If the second Prospective Resident fails to meet the eligibility requirements, and Sponsor does not accept the second Prospective Resident as a Resident, the second Prospective Resident will not be permitted to occupy the Residence for more than thirty (30) days. See Section XIV.

13. Entrance Fees are per Residence. Currently there is no separate Entrance Fee for a second occupant, though Sponsor reserves its right to charge a second Entrance Fee. In the event Sponsor elects to impose a separate Entrance Fee for a second occupant of a Residence, Sponsor will amend this Offering Plan disclosing the separate Entrance Fee. See Section XIV.

14. Monthly Service Fees/service charges are based upon Residence type. If more than one (1) Resident occupies a Residence, an additional Monthly Service Fee will be charged for the second Resident occupying the Residence, as indicated on Schedule A-1. Occupants of a Residence are jointly and severally liable for payment of the Monthly Service Fees applicable to their Residence. Monthly Service Fees not paid on the due date will incur a late fee thirty (30) days from the date of the billing. See Section XIV.

15. Sponsor may adjust the amount of the Monthly Service Fees upon thirty (30) days' written notice if it is deemed necessary to meet the financial needs and/or services of operating the Providence community. Sponsor is not limited in its ability to adjust the Monthly Service Fee if the needs of the Providence Community require them. See Section IX.

16. A person desiring to reside and occupy a Residence at Providence must execute a Resident Application and Reservation Agreement in the forms contained in Schedules C and C-2, respectively, in Part II of this Offering Plan. Resident Application documents also include a Confidential Data Application and a Resident Health Information Form (attached to the Resident Application and hereby incorporated by reference into the Residency Agreement). Prospective Residents will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments thereto prior to executing a Reservation Agreement. Applications shall be returned to the Sponsor, together with a check for the Entrance Fee Deposit regardless of the pricing option selected, drawn to the order of Brick Law Firm, P.C., as Escrow Agent, and an executed W-9 Form identifying the Prospective Resident's social security number. See Section X. The Sponsor will give a Prospective Resident sixty (60) days' notice that the Residence to which the Application relates is ready for occupancy, during which time the Prospective Resident shall execute and deliver a Residency Agreement to Sponsor. The Residency Agreement is set forth as Schedule C in Part II of this Plan. The balance of the Entrance Fee is an amount equal to ninety percent (90%) of Resident's total Entrance Fee and is required to be paid to Sponsor on the earlier of (i) the Occupancy Date; or (ii) at the end of the tenth (10th) day notice period that the

Residence reserved is available for occupancy. The balance of the Entrance Fee must be paid in full before Resident takes occupancy of their Residence. See Section XIII.

17. Residents may elect to relocate within the Community subject to availability, and at the sole discretion of the Sponsor. In the event a Resident relocates within the Community to another Residence, the Resident's Residency Agreement will be amended to reflect the change in Residence status through the execution of a Residency Agreement Transfer Addendum. The Resident will be required to pay the then-applicable associated Entrance Fee for the Residence to which the Resident relocates. A Resident wishing to relocate within the Community must provide the Sponsor with reasonable advance notice of the Resident's request to move to allow for planning. In addition, the Resident wishing to relocate within the Community must agree to provide access to the Resident's existing Residence for viewing for potential new residents prior to the Resident's relocation, and to work with the Community to market the Resident's existing Residence. Upon occupancy of a new Residence within the Community, and upon occupancy of the Resident's original Residence by a new Resident, the Resident who relocated will be entitled to a refund of the Entrance Fee for the Resident's original Residence in accordance with the terms of the Residency Agreement. Upon relocation within the Community, the Resident will be obligated to pay the prevailing Monthly Service Fee for the Resident's new Residence. All costs of relocation, including any then-applicable transfer fee, will be at the Resident's sole expense. The foregoing procedures and requirements also apply in the event a Resident who is a second occupant of a Residence elects to relocate while the other Resident residing in the same Residency elects to remain in the original Residence. In such an event, at such time as one of the Residents relocates, the Resident remaining in the original Residence will be charged the Monthly Service Fee applicable to the Residence based on single occupancy. See Section XIX.

18. Sponsor is offering three (3) Entrance Fee options: a zero percent (0) refundable Entrance Fee, a fifty percent (50%) refundable Entrance Fee, and an eighty percent (80%) refundable Entrance Fee. Details of the refundability timeframe and parameters are set forth in detail in Section XIII and XVIII.

19. A Residency Agreement conveys no ownership interest in any Residence to any Resident. A Resident cannot sell, transfer, mortgage, or pledge any interest in real property in connection with the Residency Agreement or the termination thereof. See Section XIII.

20. No Resident can assign or sublet any occupancy rights in and to a residence at Providence. In the event of an assignment or subletting, Sponsor may cancel the Residency Agreement on thirty (30) days written notice to Resident. See XIII.

21. Residents will not be entitled to a deduction from federal or state income taxes for any pro rata share of mortgage interest or real property taxes, if any, incurred by the Sponsor. See Section XXIII.

22. Residency Agreements may be cancelled by Residents or by Sponsor in certain instances. Prospective Residents should refer to Section XVIII and the terms of the Residency Agreement, set forth in Part II of the Plan, to understand the various circumstances in which a Residency Agreement may be terminated. A Prospective Resident may cancel their Residency Agreement at any time prior to midnight of the fourteenth (14th) day after the date on which the Prospective Resident signed the Residency Agreement. See Section XVIII.

23. The Residency Agreement will be automatically cancelled on the date of the death of a Resident. If there are two (2) Residents occupying the Residence and one Resident dies, or is transferred from the Residence, or cancels their residency at Providence, or for some other reason is unable to occupy the Residence, the remaining Resident may continue to occupy the Residence under the terms of the Residency Agreement. See XVIII.

24. After occupancy, the portion of Residency Fees which is refundable may be subject to Internal Revenue Code §7872 provisions governing "below market interest loans." If so, Resident may be deemed to have received interest payments from Sponsor at the applicable federal rate of interest after the Occupancy Date. Residents may have to report the imputed interest as income even though Residents will not in fact receive any money from Sponsor for interest after the Occupancy Date. Residents should consult with their tax advisers or attorneys to determine what, if any, effect this provision may have on their individual tax situations. See Section XII.

25. Sponsor will carry fire and casualty insurance on the buildings and improvements in Providence. Sponsor's insurance coverage will not insure against loss of or damages to any Resident's personal property or possessions. Each Resident should obtain appropriate insurance coverage for their individual liability and their personal property. See Section VII.

26. If the Residence is destroyed by fire or so damaged by the elements or any other cause as to be unfit for Occupancy, and such destruction or damage occurred without fault or negligence on Resident's part, Resident may surrender possession of the Residence and cancel the Residency Agreement immediately by giving written notice to Sponsor. Resident will not be required to pay the Monthly Service Fee following the effective date of cancellation. Any Monthly Service Fee paid in advance or which may have accrued shall be adjusted to the effective date of cancellation. In the event of substantial damage to the Residence, Sponsor may elect not to repair or rebuild and cancel the Agreement by giving written notice to Resident within 90 days after the date of the casualty. In the event Providence suffers damage so extensive that it is not viable to rebuild in Sponsor's discretion, Sponsor may cancel the Agreement by giving written notice to Resident within 90 days after the date of the casualty. Upon receipt by Resident of any notice of cancellation of the Agreement by Sponsor under the Residency Agreement, the Agreement shall immediately be canceled. In this event, neither Resident nor Sponsor will have any further obligations under the Agreement,

except for Sponsor's obligation to refund the Entrance Fee to Resident in accordance with the terms of the Residency Agreement.

27. In keeping with the mission of the Sponsor entity, it is Sponsor's intent that Residency Agreements will not be terminated solely because of a Resident's financial inability to continue to pay the Monthly Service Fee(s) or other charges payable under the terms of the Residency Agreement by reason of circumstances beyond the Resident's control. If a Resident presents facts which, in Sponsor's sole discretion, justify special financial consideration, Sponsor will give careful consideration to subsidizing in part or in whole the Monthly Service Fee(s) and other charges payable by the Resident under the terms of the Residency Agreement, so long as such subsidy can be made without impairing Sponsor's ability to attain Sponsor's objectives while operating on a sound financial basis. Any determination with regard to the granting of financial assistance shall be at Sponsor's sole discretion, and any decision to provide such financial assistance shall continue in effect only so long as Sponsor, in Sponsor's sole discretion, determines that Sponsor can continue to operate for the benefit of all Residents on a sound financial basis. The foregoing shall not qualify or limit Sponsor's right to terminate a Residency Agreement in accordance with its terms.

In the event Sponsor determines it will provide a Resident with any financial assistance or subsidy, said Resident shall agree that such amounts will be charged against the refund of the Entrance Fee paid by the Resident, including interest income lost as a result of applying a portion of the Entrance Fee to pay such amounts. Furthermore, Sponsor shall have the right to require the Resident to move to a smaller and/or less expensive Residence. The cost of any financial assistance provided by the Sponsor in excess of the refundable portion of the Resident's Entrance Fee shall be accrued and remain the Resident's obligation and/or the obligation of the Resident's estate. See Section XIII.

28. Providence will make available assisted living and memory care services to residents of Providence on a temporary or permanent basis in the Assisted Living/Memory Care Facility to be situated on the Providence Property. Sponsor anticipates that the Assisted Living/Memory Care Facility will be constructed and operational by November of 2028, barring any unforeseen circumstances such as rate of sales, weather conditions, possible strikes, material shortages, acts of God, Force Majeure or other unforeseen delays beyond the control of the Sponsor. Admission to the Assisted Living/Memory Care Facility is separate and apart from admission to Providence; however, admission requirements are the same as Providence's Residency requirements as detailed in the Residency Agreement. Pursuant to the terms of the Residency Agreement a Resident will be required to enter into a separate residency agreement for admission to the Assisted Living/Memory Care Facility. All charges for services received at the Assisted Living/Memory Care Facility will be on a per diem basis and will be billed to the Resident as Additional Service Fees. While receiving services on a temporary basis at the Assisted Living/Memory Care Facility, the Residency Agreement for the Independent Living Residence will remain in effect unless canceled pursuant to the terms of the Residency Agreement. If the Agreement remains

in effect, Resident will be required to continue to pay the Monthly Service Fee and any Additional Service Fees required under the Residency Agreement, plus the per diem rate for care in the Assisted Living/Memory Care Facility. If Resident requires permanent care at the Assisted Living/Memory Care Facility, the Residency Agreement will cancel pursuant to the terms thereof. Resident must relinquish occupancy of the Residence and remove their personal property from the Residence in accordance with the terms of the Residency Agreement. This Offering Plan is not for any residency interests in Providence's Assisted Living/Memory Care Facility. See XIII.

29. Prospective Residents are advised that in New York, newly constructed and newly renovated buildings are sometimes offered as senior residential projects without a permanent Certificate of Occupancy ("PCO") covering the entire building but with only a temporary Certificate of Occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Certificates of Occupancy will be issued by the Village of Menands. A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Village of Menands. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or enter into lease agreements. In New York, it is common for sponsors to commence leasing on Residences when some or all Residences are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Village of Menands will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for each building and shall exercise best efforts to obtain the PCO within such two-year period while keeping the TCO current. Residents shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. See Section III.

30. The budget includes the cost of operating the Assisted Living/Memory Care Facilities even though a Resident may not be residing there or utilizing the services. Providence will begin operations once all areas of the Community (i.e., Assisted Living/Memory Care Facilities and Independent Living) are operational and therefore, no fees charged to Residents will be used toward operations of undeveloped portions of the Community. Prospective Residents should note that the budget set forth as Schedule B reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community. As market conditions, including costs to

operate the Community, change over time, Sponsor reserves the right to adjust Monthly Service Fees payable by Residents. Sponsor will fund all line items in the Schedule B budget. See Schedule B.

31. Sponsor does not offer any specific manufacturer warranties on appliances as Sponsor is responsible for maintaining the appliances in working order. Repairs or replacements required because of a Resident's negligence or abuse will be the responsibility of the Resident. See Sections XIV and XXI.

32. Residents authorize Sponsor, its employees and agents to enter their Residences to provide services, repairs, maintenance, alterations, pest control and inspection at reasonable times and upon reasonable notice to Residents. Sponsor and its agents may enter a Residence at any time without notice to respond to an actual or suspected emergency to protect a Resident's health or safety, or the health and safety of other Residents. See Section XXI.

33. Residents will have the exclusive use of their Residences. A Resident may make alterations, including alterations pursuant to the Americans with Disabilities Act, to a Residence at Resident's expense, subject to Sponsor's prior written approval. Any approved alteration will be performed either by Sponsor's maintenance staff or by a contractor approved by Sponsor. Residents, for safety reasons, will not be permitted to replace or add any locking devices or electronic security features in their Residences. Upon termination of a Residency Agreement, a Resident may, in the sole discretion of the Sponsor, be required to return the Resident's Residence to the original design at Resident's cost. In addition, Sponsor reserves the right to charge Resident a refurbishment fee, as allowed by law. For Residents' safety, Residents agree not to replace the existing, or install any additional, locking devices to their Residence. See Section XXI.

34. Brick Law Firm, P.C., with an address at 2 Computer Drive West, Suite 100, Albany, New York 12205, and telephone number of (518) 489-9423, shall serve as escrow agent ("Escrow Agent") for Sponsor and Resident. The Escrow Agent has established the escrow account at Pioneer Bank with a branch address located at 652 Albany-Shaker Road, Albany, New York 12211 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Franciscan Ministries Escrow Acct" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per Entrance Fee Deposit (the "Deposit"). The maximum Deposit insurance amount will be \$250,000. Any Deposit in excess of \$250,000 will not be insured. It is a Special Risk of this Offering Plan that if an individual makes a Deposit in excess of said amount for the reservation of a Residence, the excess amount will not be federally insured. Residents should also note that if the Resident has any accounts in the Bank where the funds are being held, the funds in those accounts will count towards the \$250,000 FDIC insurance limit. See Section X.

35. The actual development schedule may proceed more quickly or more slowly than projected, depending on several factors, including Sponsor's obtaining

necessary municipal approvals (e.g., building permits), financing, and the pace at which Reservation Agreements are entered into by Sponsor and Prospective Residents. Sponsor may elect to provide occupancy of certain Residences prior to completion of the entire Community.

36. Sponsor retains the right to change the scope of services upon thirty (30) days' written notice. Sponsor will notify Residents of any change in the fees for any additional services not less than thirty (30) days before the revised prices take effect. Sponsor will not reduce the scope of services without reasonable cause, including without limitation, reduction in the scope of services resulting from changes in law. See Section XIII.

37. After occupancy, the portion of Residency Fees which is refundable may be subject to Internal Revenue Code §7872 provisions governing "below market interest loans." If so, a Resident may be deemed to have received interest payments from Sponsor at the applicable federal rate of interest after the Occupancy Date. Residents may have to report the imputed interest as income even though Residents will not in fact receive any money from Sponsor for interest after the Occupancy Date. Residents should consult with their tax advisers or attorneys to determine what, if any, effect this provision may have on their individual tax situations. See Section XXIII.

38. Sponsor has established certain policies and procedures for occupancy of Residences at Providence providing for the orderly operation and management of Providence as set forth in the Resident Information Guide, included as Schedule G in Part II of the Offering Plan. The policies and procedures set forth in the Resident Information Guide may be amended from time to time by Sponsor with written notice to Residents. Resident agrees to abide by and observe the guidelines described in the Resident Information Guide. See Section XII and Schedule G in Part II of the Offering Plan.

39. Residents may have pets in their Residence, subject to the pet policy of the Community. The Executive Director may authorize a Resident to keep one (1) domestic dog with a maximum weight of 40 pounds at maturity, one (1) domestic declawed cat, up to two (2) domestic caged birds, and fish in a tank with a maximum capacity of 20 gallons. Residents keeping a pet(s) will be required to execute a Pet Addendum to the Residency Agreement. Residents will be fully responsible for their pet(s) and pursuant to the terms of the Residency Agreement, will be obligated to fully indemnify Sponsor for any actions of Resident's pet. Residents will be obligated to repair, at their sole cost, any and all damage caused by a Resident's pet, including, but not limited to damage to the building, grounds, flooring, trim, finish, tiles, carpeting, and any other accessories as identified by the Executive Director. Appropriate documentation and/or evidence of vaccination, and freedom from fleas and tickets must be provided by Resident to the Community on an annual basis. See Section XXI.

40. All Residents and guests are prohibited from smoking and using any other forms of tobacco products on the Providence campus. No smoking will be allowed in

any common areas, buildings, or individual Residences on the campus by any party, including Residents, their guests, or employees. See Section XXII.

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THE PROVIDENCE, A FRANCISCAN COMMUNITY PLAN OF SENIOR RESIDENTIAL COMMUNITY

I. INTRODUCTION

This is an Offering Plan to offer eligible persons the opportunity to enter into a Residency Agreement ("Residency Agreement") in the senior residential community known as The Providence, a Franciscan Community or The Providence, Senior Living Community (hereinafter "Providence" or the "Community") located at 96 Menand Road, in the Village of Menands, County of Albany, New York.

The purpose of this Offering Plan is to set forth all the terms of the offer for the benefit of Prospective Residents.

The Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on all offerees.

The Sponsor of the Offering Plan is Franciscan Communities, Inc. II (the "Sponsor"), an Illinois not-for-profit corporation with an address of 11500 Theresa Drive, Lemont, IL 60439. Sponsor is the assignee of a development agreement (the "Development Agreement") of the approximately 24.7 acre parcel comprising the Community (the "Property"). The assignor of the Development Agreement is Franciscan Advisory Services, Inc., an Illinois business corporation and an affiliated entity of the Sponsor, with the same address as the Sponsor. Daughters of Charity Ministries, Inc. ("DCM"), a Missouri not-for-profit corporation, is the owner of the Property and, as such, is party to the Development Agreement which provides for the development of the Property as a senior living community consisting of independent living, assisted living, and memory care residences together with ancillary facilities.

DCM is not acting as a sponsor or co-sponsor of this Offering Plan in any capacity. DCM has no financial or other obligations with respect to the development, construction, or operation of Providence, and there is no recourse to DCM for any obligation or liabilities of Sponsor hereunder.

Sponsor intends to construct a senior living community on the Property. The first phase of development ("Phase I") will contain a total of eighty-nine (89) residences (each a "Residence" and collectively, the "Residences"), which are the subject of this Offering Plan, as follows: seventy-six (76) independent living units in an apartment-style building (the "Independent Living Apartments") and thirteen (13) independent living carriage home units (the "Independent Living Carriage Home Residences"). The existing building on the Property, located on the portion of the Property that is contemplated to comprise the second phase of development ("Phase II") of Providence, if developed by Sponsor, will be developed with an additional forty-four (44) Independent Living Carriage Home Residences which will be offered subsequent to acceptance for filing of an amendment to this Offering Plan disclosing same. The Phase

II property is located on the eastern portion of the overall Property, directly adjacent to the Independent Living Carriage Homes Residences to be constructed within Phase I. Sponsor anticipates that construction of Phase I will commence in July of 2027 and will be complete by November of 2028. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease. If developed, it is anticipated that construction of Phase II will commence in 2030 and be completed by the end of 2030, barring any unforeseen circumstances such as weather conditions, possible strikes, material shortages, acts of God, Force Majeure, or other unforeseen delays behind the control of Sponsor.

The Property will be subject to a nine (9) year ground lease (the "Ground Lease") between DCM, as Landlord, and Sponsor, as Tenant. Pursuant to the terms of the Ground Lease, Sponsor is obligated, at its sole expense, to undertake the development of Providence, and to pay to DCM a fixed annual base rent ("Base Rent"). Pursuant to the terms of the ground lease entered into between Sponsor, as Tenant, and DCM, as Landlord (the "Ground Lease"), Sponsor shall have the option at the expiration of the Ground Lease or at any time during the term of the Ground Lease, to purchase the property on which Providence will be constructed. During the term of the Ground Lease, DCM will retain the right to occupy the existing building on the Property, which existing building is located on the portion of the Property on which Sponsor reserves the right, upon its acquisition of said Property, to construct additional facilities and up to forty-four (44) additional Independent Living Carriage Home Residences ("Phase II") which will also be subject to the terms of this Offering Plan. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease. If Sponsor elects to construct additional Residences on the property, Sponsor will amend the Plan to disclose same prior to entering into any Residency Agreements for such additional Residences. Prospective Residents should note that in the event Sponsor does develop additional Residences on the property, the residents of said additional Residences will have access to the site amenities and facilities of Providence. In addition, pursuant to the terms of the Ground Lease, in the event the Providence facility ceases to be used for its intended purpose, the Ground Lease will terminate, and the real property and any improvements thereon shall revert to the DCM. In such an event, any Prospective Resident who has entered into a Residency Agreement will be refunded the full amount of their Entrance Fee Deposit. In the event Sponsor does not purchase or develop Phase II, the property comprising what is currently contemplated to become Phase II could be retained by DCM or conveyed by DCM to a third party and developed in any manner permitted by the local municipality. The Property is currently zoned as R-20 (Rural Residential District) by the Village of Menands, which permits development of single-family dwellings as of right, or day-care home (adult and/or child), community residential care facilities, accessory parking lot(s), or tier 1 solar energy systems if authorized by site plan approval. Any future development or occupancy of the property contemplated to comprise Phase II will be subject to local code and approval by the municipality.

Upon the expiration of the Ground Lease (or prior thereto, as Sponsor's option pursuant to the term so of the Ground Lease), Sponsor shall have the right to purchase the Property and become the fee owner thereof. Both during the term of the Ground Lease and subsequent thereto, Sponsor shall have the right to enter into Residency Agreements with Residents which Residency Agreements will permit occupancy of the Residences pursuant to the terms of such Residences Agreements. A copy of the Residency Agreement is contained in Part II of the Plan as Schedule C.

In addition to the Residences, the property will contain twenty-eight (28) assisted living units and thirty-six (36) memory care units. The offer and admission requirements for the assisted living and memory care units will be regulated by the Sponsor. The assisted living and memory care facilities must be authorized by Public Health Law Articles 46 and 46-A and must be licensed by New York State. As of the date of this Offering Plan, Sponsor has not yet applied for the requisite licenses for operation of the assisted living and memory care facilities. Sponsor anticipates applying for the requisite licenses by July of 2026.

Only the Independent Living Apartments and Independent Living Carriage Home Residences are being offered pursuant to the terms of this Offering Plan. The lessee of each Residence shall be a "Resident." Sponsor also intends to build various common facilities and amenities for use by Residents and their guests, as further described herein. The location of Providence is shown on the community location map included as Schedule F in Part II.

Dimensions and layouts of the Residences are more fully described in the Description of Property Report set forth as Schedule D are shown on the floor plans contained in Schedule E in Part II of the Plan. Prospective Residents should refer to Schedule A-1 for fees associated with each Residence type.

Recreational facilities will include a clubhouse with great room, card room, meeting room, lobby, screened porch, and restrooms; a community garden; bocce ball court; dog park; firepit area; tree grove; overlook; and walking loop trail. The Community will also contain fifty-six (56) parking spaces located within an underground parking garage and sixty-six (66) at-grade parking spaces throughout the Community for use by Residents and their guests. Parking in the underground parking garages is available to Residents for a \$150 per month parking garage fee. Parking in the at-grade parking spaces is unassigned and is available for use by Residents and their guests on a first-come, first-served basis without charge. Carriage Home Residences each have an attached garage for the Resident's exclusive use.

As of the date of this Offering Plan, there is no construction financing in place. It is presently anticipated that Sponsor will obtain construction financing in July of 2027, and construction of Phase I will commence in July of 2027. Sponsor will amend the Offering Plan and at such time as construction financing is obtained. As of the date of this Offering Plan, Sponsor anticipates that occupancy of the Residences will commence in November of 2028.

The actual development schedule may proceed more quickly or more slowly than projected, depending on several factors, including Sponsor's obtaining necessary municipal approvals, financing, and the pace at which Reservation Agreements are entered into by Sponsor and Prospective Residents. Sponsor may elect to provide occupancy of certain Residences prior to completion of the entire Community.

Providence will offer Assisted Living and Memory Care services to residents of Providence in the Assisted Living/Memory Care Facility within the Community (sometimes collectively referred to as the "Health Center"). The Assisted Living/Memory Care Facility will be a separate entity from Providence. The Assisted Living Memory Care Facility is not part of the offering but will be a resource for Residents. All charges for services received at the Assisted Living/Memory Care Facility will be on a per diem basis and will be billed to the Resident in addition to the Monthly Service Fees. THIS OFFERING IS NOT FOR ANY RESIDENCY INTERESTS IN PROVIDENCE'S ASSISTED LIVING/MEMORY CARE FACILITY. Residents will be required to enter into a separate residency agreement for admission to the Assisted Living/Memory Care Facility. The budget includes costs of operating the Assisted Living/Memory Care Facility even though a Resident may not be residing there or utilizing the services. Providence will begin operations once all areas of the Community (i.e., Assisted Living/Memory Care Facilities and Independent Living) are operational and therefore, no fees charged to Residents will be used toward operations of undeveloped portions of the Community. In view of the fact the Assisted Living/Memory Care Facility will be located within the Community and run by the Sponsor or an affiliated entity of the Sponsor, the Sponsor has included the costs associated with operating the Assisted Living /Memory Care Facility in the budget detailed in Schedule B-1. See the Footnotes to Schedule B-1.

An estimated budget reflecting full occupancy of the Community as Schedule B-1 of the Offering Plan. The anticipated date of full occupancy is estimated to be May of 2029, barring any unforeseen circumstances such as rate of sales, weather conditions, possible strikes, material shortages, acts of God, Force Majeure or other unforeseen delays beyond the control of the Sponsor. Sponsor is including Schedule B-1 in the Offering Plan to advise future Residents of Providence of potential future costs. Sponsor will be obligated to fund any deficiency in Schedule B-1 until such time as full occupancy is obtained. The Schedule will be updated as Sponsor files subsequent amendments to the Offering Plan, as necessary. See Schedule B-1.

Sponsor is offering Prospective Residents the opportunity to acquire residency rights to a Residence in Providence. DCM will continue to own title to the land, buildings, and other improvements subject to the terms of the Ground Lease with the Sponsor. Sponsor retains the right to grant a mortgage and/or security interest in Providence to develop and/or operate Providence. Residents will not acquire any ownership or proprietary interest in a Residence or in any portion of Providence. Residents will have no ability to sell or mortgage Residences, assign or sublet their residency rights, or sublet their Residences. Providence is required to be occupied by

persons sixty-two (62) years of age or older, pursuant to a Residency Agreement. See Section XIII for a summary of the terms of the Residency Agreement. Providence is designed to be a Refundable Entrance Fee type of senior residence. The amount of the Entrance Fee will vary based on the type and location of the Residence disclosed in Schedule A-1. Residents will be given the option to enter into a Residency Agreement which provides for either a zero percent (0%), fifty percent (50%), or eighty percent (80%) refund of the Entrance Fee when a Residency Agreement is terminated, and the vacated Residence is re-occupied, and the new resident has paid the Entrance Fee in full. Details of the refundability timeframe and parameters are explained in the Refund for Entrance Fee, Section 8 of the Residency Agreement.

Pursuant to the terms of the Residency Agreement, the Residency Agreement may be terminated by the Sponsor if the Resident requires permanent care if there is a change in mental health or physical status of a prospective or current resident at any time that would prohibit the Resident from safely residing in the Community. In such an event, the Resident's Entrance Fee will be refunded in full, without interest and less any other amounts owed to Sponsor, upon completion of all of the following: (i) Resident has completely vacated the Residence and/or Health Center unit; (ii) Sponsor's has received a fully-executed Residency Agreement from a new Resident for the particular Residence; (iii) the new Resident has taken occupancy of the Residence; and (iv) the new Entrance Fee has been fully paid to the Community by the new Resident of the terminated Resident's Residence.

At the time of entering into a Residency Agreement, a Resident will provide Sponsor with a list of family members and/or authorized representatives of a resident who may be notified in the event their Residency Agreement is terminated as a result of the Resident requiring permanent care if there is a change in mental health or physical status of a Prospective or current Resident at any time that would prohibit the Resident from safely residing in the Community. Though Sponsor is under no obligation to contact said family members and/or authorized representatives, Sponsor will make reasonable effort to do so if the circumstances warrant, and in the event Sponsor is unable to contact a Resident's listed family members and/or authorized representatives, Sponsor will continue to make all reasonable attempts to make contact with the family members and/or authorized representatives. Pursuant to existing policy, if a Resident has granted a Power of Attorney for Healthcare, the individual(s) who has Power of Attorney for Healthcare of the Resident will be notified of any changes of condition with the Resident, including declines or improvements in status. Any termination of a Residency Agreement as a result of a Resident requiring permanent care will entitle the Resident to the Entrance Fee Refund in accordance with the terms of their Residency Agreement.

To be accepted for residency at Providence, Resident must meet certain residency criteria, which includes: (a) having reached the age of 62 by the anticipated Occupancy Date, or will be applying for the same Residence with an individual who will be 62 years of age or older by the anticipated Occupancy Date; (b) having income and assets sufficient to meet the expenses of residency at Providence, (c) the ability to live in a Residence independently or with reasonable accommodations or modifications,

without needing significant medical, nursing, personal care or behavioral supervision provided in an adult home/assisted living residence or nursing home; and (d) having no history of activities or behaviors that could be detrimental to the health, safety or welfare of Resident or other residents, or that could be detrimental to the peaceful enjoyment of Providence by other residents. Sponsor has the ability to unilaterally terminate the Residency Agreement if the residency criteria is not met. Entrance is open to persons who are not in need of continual health services that must be supplied by a licensed health care provider.

Sponsor will establish a "Priority Club" for individuals who wish to reserve an opportunity to enter into a Residency Agreement once the Sponsor begins to enter into Residency Agreements with Residents. Participation in the Priority Club requires submission of a fully refundable deposit of one thousand dollars (\$1,000.00), which deposit will be held in escrow pursuant to the terms of this section of the Offering Plan. The Priority Club deposit secure a Prospective Resident's place on a priority list maintained by the Sponsor, which priority list will be used to determine the order of priority once the Sponsor begins to enter into Residency Agreements. Upon Occupancy, the Priority Club deposit will be applied toward a Resident's Entrance Fee. Participation in the Priority Club does not constitute a binding agreement to enter into a Residency Agreement and may be canceled at any time by the Prospective Resident, with a full refund of their one thousand dollar (\$1,000.00) deposit.

In addition to the Priority Club, the first forty (40) Residents to enter into a Reservation Agreement at the Providence will be automatically enrolled as members of the Charter Club. Charter Club members will be granted a \$2,500 move-in allowance for moving expenses or Residence upgrades. In addition, once approved for residency, Charter Club members' residency at Providence is guaranteed regardless of changes in health between the date of the Reservation Agreement and the Occupancy Date, as long as the appropriate level of care is available at Providence. Occupancy of a Residence is not guaranteed should a Resident no longer meet the financial qualifications required by the Community. If for any reason a Resident has not taken occupancy of a Residence within two (2) months of the date on which their Residence is available for occupancy, Charter Club member benefits will expire and the Resident will no longer be entitled to any Charter Club benefits. See the Reservation Agreement set forth as Schedule C-2 in Part II of the Plan.

Sponsor will enter into Reservation Agreements with Residents anticipating that Providence will be fully developed, as described in this Offering Plan. However, if circumstances change, and Providence is not fully developed, Residents will be permitted at any time prior to occupancy to cancel their Reservation Agreements and receive a refund of the Residency Fees actually paid, as further described in Section XIV of the Offering Plan. The form of Reservation Agreement for Residences to be executed by Prospective Residents and the Sponsor is set forth in Schedule C-2 of Part II of this Plan. A listing of the estimated Entrance Fees and Monthly Service Fees to be allocated to each Residence is included in Schedule A-1 of this Offering Plan. The rates of the Entrance Fees and Monthly Service Fees have been established by the Sponsor

and are not subject to approval by the New York State Department of Law or any other governmental agency. Residents will not be entitled to a deduction from federal or state income taxes for any pro rata share of mortgage interest or real property taxes, if any, incurred by the Sponsor.

A person desiring to enter into a Residency Agreement for a Residence at Providence must execute a Reservation Agreement contained in Schedule C-2 in Part II of this Offering Plan, and return it to the Sponsor together with an Entrance Fee Deposit check for ten percent (10%) of the Entrance Fee payable to the order of Brick Law Firm, P.C., as Escrow Agent, and an executed W-9 Form identifying the Resident's social security number. All deposit checks will be promptly remitted by the Sponsor into an escrow account entitled "Franciscan Ministries Escrow Acct" at Pioneer Bank with a branch address located at 652 Albany-Shaker Road, Albany, New York 12211. See Section X.

Providence will offer residents a wide array of amenities and services including personal care, housekeeping, transportation, security, meals, social, cultural, educational and activity programming. Providence will have assisted living and memory care facilities and anticipates providing home health-care services (assistance with daily activities) on a fee-for-services basis, but will not provide nursing care, or other health related services.

Each Residence will be unfurnished and equipped with the following items: flooring, window coverings, refrigerator and freezer, stove and microwave oven, and an emergency call system.

Providence will offer several dining venues, including a main dining restaurant, a market, bar, and others. Breakfast, lunch and dinner will be available at one or more of the foregoing venues daily. Other casual dining venues will also be available. Residents will automatically be enrolled in a flexible meal plan ("Flexible Meal Plan"), in which they will maintain a monthly balance for use in the dining program. Residents will also maintain a "charge account" for use within the Community for charging items outside of those covered under their Flexible Meal Plan, such as catering and other miscellaneous services offered within the Community at an additional charge.

In addition to dining services, Providence offers a full calendar of activities and events, as well as an on-site beauty salon and barber shop (services available to Residents at an additional cost) and exercise room. The site amenities include community garden, bocce ball court, dog park, firepit, a tree grove, an overlook, and a walking loop.

Providence will be managed by Franciscan Sisters of Chicago Service Corporation, an Illinois non-profit corporation and related entity of the Sponsor.

This Offering Plan contains all the material terms of this transaction. Parts I and II along with the Schedules submitted along with the Offering Plan together constitute the

entire Offering Plan. Copies of the Plan and Schedules will be available for inspection by Prospective Residents and their attorneys without charge and for copying at a reasonable charge at the site whenever the site office is open, at the office of the Sponsor or any Selling Agent engaged by Sponsor, and at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, New York 10005.

ENTRANCE INTO A RESIDENCY AGREEMENT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A RESERVATION AGREEMENT OR RESIDENCY AGREEMENT.

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II. DEFINITIONS

The following words as hereinafter referred to shall be defined as follows:

1. "Additional Services Fee" - The monthly fee to be paid by Resident to Sponsor for any additional services including but not limited to additional housekeeping, laundry service, guest lodging, guest meals, additional Resident meals, underground garage parking or additional parking spaces, and any other services provided from time to time by Sponsor, incurred by Resident or Resident's guests and not included as Basic Services under the terms of the Residency Agreement.
2. "Amendment" – An amendment to this Offering Plan disclosing changes and updates to this Offering Plan.
3. "Application" or "Resident Application" – The application to be submitted by a Prospective Resident to the Sponsor to apply for residency in the Providence. The Application documents include, but are not limited to, a Confidential Data Application and a Resident Health Information Form, Form W-9, and Reservation Agreement.
4. "Assisted Living/Memory Care Facility" – The on-site facility where assisted living care and memory care services are available to Residents of Providence for the per diem rate.
5. "Charter Club" – The priority membership club which grants the first forty (40) Residents to enter into a Reservation Agreement for residency in Providence certain benefits including a \$2,500 move-in allowance toward moving expenses or Residence upgrades and guaranteed residency regardless of any changes in health between the date of the Reservation Agreement and the Occupancy Date.
6. "Common Areas" - The common areas in Providence not specifically assigned to a Resident.
7. "Community" – The overall Providence community including the residences and all site features and amenities.
8. "Department of Law" – The New York State agency responsible for the review and enforcement of offering plans for the offer and sale to the general public of condominiums, cooperatives, and homeowners associations. The Department of Law is also sometimes referred to as the "New York State Attorney General's Office" or the "Attorney General's Office."

9. "Entrance Fee" – The sum of the Entrance Fee Deposit and the balance of the Entrance Fee paid to the Sponsor pursuant to Schedule A-1.
10. "Entrance Fee Deposit" – An amount equal to ten percent (10%) of the total Entrance Fee set forth in the Reservation Agreement upon execution of the Reservation Agreement.
11. "Entrance Fee Refund" – The amount of the Entrance Fee which is refundable to a Resident upon termination of their Residency Agreement in accordance with the terms of the Residency Agreement.
12. "Escrow Agent" – Brick Law Firm, P.C., or another law firm designated by Sponsor to act as escrow agent according to the terms of the Escrow Trust Fund Provisions.
13. "First Occupancy" – The Occupancy Date of the first Residence to be occupied in Providence.
14. "Force Majeure" – Unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor.
15. "Main Building" – The main building within the Community containing the Independent Living Apartment Units and the common area facilities including dining rooms, multi-purpose room, fitness room, bar, market, health and wellness facility, Resident storage, and public lounges.
16. "Monthly Service Fee" – The monthly fee outlined in Schedule A-1, payable by Resident in consideration for the services and amenities provided to all Residents.
17. "Occupancy Date" – The date on which a Resident takes occupancy of their Residence.
18. "Property" – The overall parcel of real property on which Providence is located and which is available for use of Residents, guests, and staff.
19. "Prospective Resident" – A Prospective Resident of the Providence who has not taken occupancy of a Residence, whether or not such Prospective Resident has entered into a Residency Agreement with Sponsor.

20. "The Providence, a Franciscan Community" or "Providence" – The senior living community, including the Residences, the facilities within the common areas of the buildings on the Property, and all site features and amenities within the Community.
21. "Reservation Agreement" – The agreement between a Prospective Resident and the Sponsor, by which the Prospective Resident reserves the right to enter into a Residency Agreement, provided the Prospective Resident meets the requirements of a Resident within the Community. A Reservation Agreement must be delivered to the Sponsor together with the Entrance Fee Deposit.
22. "Residency Agreement" – Agreement between the Resident and the Sponsor, which delineates the contractual obligations of the Sponsor to the Resident for the Residence and services provided by the Sponsor.
23. "Residence" or "Unit" – A residence at Providence, which the Resident is entitled to occupy pursuant to the Residency Agreement in exchange for paying the Entrance Fee and the Monthly Service Fee. The Residences are further delineated as follows:
 - a. Independent Living Apartment Unit – The 1-bedroom and 2-bedroom apartment Residences located within the Main Building.
 - b. Independent Living Carriage Home Residence – The Carriage Home Residences located on the Property which are separate from the Main Building and which may be configured as duplexes or triplexes, as shown on the site plan and in the floor plans contained in Part II.
24. "Site Amenities" – The site amenities within the Providence Community including but not limited to the clubhouse, community garden, bocce ball court, dog park, firepit, a tree grove, overlook, and walking loop, and any maintenance buildings servicing said facilities.
25. "Sponsor" – Franciscan Communities, Inc. II, an Illinois not-for-profit corporation with an address of 11500 Theresa Drive, Lemont, IL 60439, and its successors, assigns, and/or designees.

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III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

General Description

The Providence, A Franciscan Community is located on an approximately 24.7 acre site located in the Village of Menands, Albany County, New York. Sponsor is developing Providence as a senior living community pursuant to a Development Agreement and Ground Lease. The owner of the Property is Daughters of Charity Ministries, Inc. ("DCM"), a Missouri not-for-profit corporation. The property is currently used by DCM as a ministry. Phase I will contain the eighty-nine (89) Residences which are the subject of this Offering Plan. Phase II, if built, will contain an additional forty-four (44) Independent Living Carriage Home Residences which will be offered subsequent to acceptance for filing of an amendment to this Offering Plan disclosing same. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease.

Prospective Residents should refer to the Description of Property Report contained in Part II of the Plan for detailed description of the overall Community and the Residences.

The first Phase (Phase I) of Providence will contain a main building within the Community containing seventy-six (76) Independent Living Apartment Units and the common area facilities including dining rooms, multi-purpose room, fitness room, bar, market, health and wellness facility, Resident storage, and public lounges. In addition, the Community will include thirteen (13) Independent Living Carriage Home Residences. The Independent Living Apartment Units and Independent Living Carriage Home Residences together comprise the eighty-nine (89) Residences offered for residency pursuant to the terms of this Offering Plan. Additional details of the Residences are set forth in Schedule A-1, and dimensions and layouts of the Residences are more fully described in the Schedule F of Part II of the Offering Plan. In addition, the property will contain twenty-eight (28) assisted living units and thirty-six (36) memory care units.

Sponsor will provide a Residence furnished with flooring, window coverings, refrigerator and freezer, stove and microwave oven, and an emergency call system. Residents may make alterations, including alterations pursuant to the Americans with Disabilities Act, to a Residence at Resident's expense, subject to Sponsor's prior written approval. Any approved alteration will be performed either by Sponsor's maintenance staff or by a contractor approved by Sponsor. Residents, for safety reasons, will not be permitted to replace or add any locking devices or electronic security features in their Residences. Upon termination of a Residency Agreement, a Resident may, in the sole discretion of the Sponsor, be required to return the Resident's Residence to the original design at Resident's cost. In addition, Sponsor reserves the right to charge Resident a refurbishment fee, as allowed by law. For Residents' safety, Residents agree not to replace the existing, or install any additional, locking devices to their Residence.

Sewer, water, waste disposal, electricity, heat and air-conditioning, will be provided to Residents, the cost of which is included in the Monthly Service Fees. Residents will also be wired for basic cable television, phone, and internet, the cost of which is included in the Monthly Service Fees; however, Residents may elect, at their own expense, to upgrade cable television, phone, and/or internet to premium service.

Each Residence will be equipped with smoke detectors, a fire sprinkler system and an emergency alert system, which will be continuously monitored.

Providence will offer several dining venues, including a main dining restaurant, a casual pub and coffee shop, and a market. Breakfast, lunch, and dinner will be available at one or more of these venues daily. One (1) meal per Resident per day is included in each Resident's Monthly Service Fee. Additional meals and dining purchases will be available at an extra cost to the Resident, charged to the Resident's account.

The Community will also contain fifty-six (56) parking spaces located within an underground parking garage and sixty-six (66) at-grade parking spaces throughout the Community for use by Residents and their guests. Parking in the underground parking garages is available to Residents for a \$150 per month parking garage fee. Parking in the underground garage will be assigned on a first-come, first-served basis. Parking in the at-grade parking spaces is unassigned and is available for use by Residents and their guests on a first-come, first-served basis without charge. Carriage Home Residences each have an attached one (1) car garage for the Resident's exclusive use. All vehicles must be registered with the reception desk. Additional spaces will be available for guests and Community employees.

Recreational facilities will include a clubhouse with great room, card room, meeting room, lobby, screened porch, and restrooms; a community garden; bocce ball court; dog park; firepit area; tree grove; overlook; and walking loop trail.

All common areas and grounds will be maintained by Providence. Roads will be newly-constructed, private roads and are not anticipated to be dedicated to the local municipality. Roads within Phase I of the Community will be completed prior to the First Occupancy. Furnishings and equipment for the common areas will be repaired, maintained and replaced by the Sponsor on an as-needed basis.

Sponsor anticipates completion of the eighty-nine (89) Residences in Phase I, recreational and parking facilities and other amenities by November of 2028.

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IV. LOCATION AND AREA INFORMATION

Providence is located on an approximately 24.7 acre site located in the Village of Menands, Albany County, New York. Sponsor is developing Providence as a senior living community pursuant to a Development Agreement and Ground Lease. The owner of the Property is Daughters of Charity Ministries, Inc. (“DCM”), a Missouri not-for-profit corporation. The Sponsor will lease the land on which the facility is constructed from DCM for an initial term not to exceed nine (9) years. In the event the facility ceases to be used as its intended purpose, the lease will terminate, and the real property and any improvements thereon shall revert to the DCM.

Sponsor has the right to acquire the overall Property from DCM prior to or upon termination of the Development Agreement. Sponsor anticipates that upon acquisition of the Property, Sponsor will develop Phase II of the Community, which is expected to contain an additional forty-four (44) Independent Living Carriage Home Residences. Sponsor will determine whether it will acquire the Phase II property and develop the Phase II Residences prior to the expiration of the initial nine (9) year term of the Ground Lease. The additional Residences will be offered subsequent to acceptance for filing of an amendment to this Offering Plan disclosing same.

Transportation

Providence will provide group transportation to nearby grocery and retail stores, social and cultural events, medical facilities, and other local destinations on a regularly scheduled basis. Private car service may also be available for an additional fee.

Recreational

The Lifestyle Director for Providence will coordinate a variety of social, recreational, educational and cultural programs for those Residents wishing to participate. Specific programs will be based on Residents’ interests. Providence will provide educational and screening programs promoting wellness and health maintenance.

Aside from the open areas of the Providence Property, there are numerous parks nearby, including Ganser Smith Park, located approximately 1.2 miles from the Community.

Providence will have a main building within the Community (the “Main Building”) containing the Independent Living Apartment Units and the common area facilities including dining rooms, multi-purpose room, fitness room, bar, market, health and wellness facility, Resident storage, and public lounges.

Police and Fire

Providence will be serviced by the Village of Menands Police Department and the Menands Fire Company. Both the Menands Police Department precinct and the

Menands Fire Company firehouse are located at 250 Broadway, Menands, NY 12204, approximately 1.1 from the Community.

Medical

The following hospitals are located within close proximity to the Community:

Samaritan Hospital-Albany Memorial Campus, located at 600 Northern Boulevard, Albany, NY, approximately 2.3 miles from the Community.

Albany Medical Center, located at 43 New Scotland Avenue, Albany, NY, approximately 4.3 miles from the Community.

St. Peter's Hospital, located at 315 South Manning Boulevard, Albany, NY, approximately 6.1 miles from the Community.

Utility Services

Sewer, water, waste disposal, electricity, heat and air-conditioning, will be provided to Residents, the cost of which is included in the Monthly Service Fees. Residents will also be wired for basic cable television, phone, and internet, the cost of which is included in the Monthly Service Fees; however, Residents may elect, at their own expense, to upgrade cable television, phone, and/or internet to premium service.

Water supply and sanitary sewer service are provided by the Village of Menands. Electric and natural gas service are provided by National Grid.

Religious

There are several houses of worship of differing faiths in the surrounding area. In addition, the overall campus is a faith-based campus run by the Daughters of Charity.

Educational

The following schools are located near the Community:

Loudonville Elementary – Approximately 1.4 miles from the Community
Menands School – Approximately 1.8 miles from the Community
Watervliet Senior High School – Approximately 4.6 miles from the Community

As a result of the fact that Providence is a senior living community, it is anticipated that no Resident will attend or otherwise make use of the foregoing educational institutions.

Hudson Valley Community College, which offers continued education courses, is approximately 7.4 miles from the Community.

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V. SCHEDULE A-1

Residence information for the period November 1, 2028 through October 31, 2029

Residence Type	Number of Residences	Approximate Square Footage (1)(2)	Entrance Fee (4)			Monthly Service Fee (5)
			0% Refund	50% Refund	80% Refund	
Independent Living Apartment (1BR)	16	816	\$225,000	\$310,500	\$375,750	\$3,200
Independent Living Apartment (1BR w/Den)	40	947	\$250,000	\$345,000	\$417,500	\$3,700
Independent Living Apartment (2BR)	20	1,325	\$320,000	\$441,600	\$534,400	\$5,000
Independent Living Carriage Home (Duplex)	4	1,200	\$325,000	\$448,500	\$542,750	\$4,700
Independent Living Carriage Home (Triplex)	9	1,400	\$350,000	\$483,000	\$584,500	\$4,700
Assisted Living	14	514				\$6,800
Assisted Living (1BR)	12	710				\$7,200
Assisted Living (2BR)	2	900				\$7,500
Memory Care (Private Studio)	32	350				\$8,000
Memory Care (Shared)	4	530				\$7,500

NOTES TO SCHEDULE A-1

- (1) The size of each Residence is measured from the inside face of interior walls, to the inside of the stud of exterior walls, to the outside face of corridor walls, and to the center line of all demising walls. Accordingly, the actual usable square footage of the Residence is significantly less than is set forth in Schedule A-1. Floor plans of each Residence are included in the Property Description section of the Plan and in the Architectural Documents attached to the Plan.
- (2) Each Residence will include a balcony or patio of approximately 60 sq. ft.
- (3) The number of rooms was calculated using the definition for a room as set forth by the Real Estate Board of New York: Rooms are bedrooms, living rooms, studies, recreation rooms, kitchens, dining rooms. The following are not rooms: bathrooms, closets, halls, stairs, laundry rooms, foyers.
- (4) Owner is offering three (3) Entrance Fee options: a zero percent (0) refundable Entrance Fee, a fifty percent (50%) refundable Entrance Fee, and an eighty

percent (80%) refundable Entrance Fee. Details of the refundability timeframe and parameters are set forth in detail in Section XIII and XVIII.

- (5) Monthly Service Fees for Residences are based on the number of occupants as shown in the table above. If a second Resident is accepted for residency in a Residence, payment of a second Monthly Service Fee will be required in addition to the Monthly Service Fee being charged for the first Resident.

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VI. SCHEDULE A-2, Refund Schedule

Residence Type	Entrance Fee	Entrance Fee	Entrance Fee
	0% Refund	50% Refund	80% Refund
Independent Living Apartment (1BR)	\$225,000	\$310,500	\$375,750
Independent Living Apartment (1BR w/Den)	\$250,000	\$345,000	\$417,500
Independent Living Apartment (2BR)	\$320,000	\$441,600	\$534,400
Independent Living Carriage Home (Duplex)	\$325,000	\$448,500	\$542,750
Independent Living Carriage Home (Triplex)	\$350,000	\$483,000	\$584,500

Entrance Fees are based on current pricing assumptions and are subject to change. Refunds will not be reduced more than the amounts indicated herein. See Section IX.

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VII. SCHEDULE B

PROJECTED BUDGET FOR FIRST FULL YEAR OF OPERATION

For the year November 1, 2028 through October 31, 2029

(Estimated 60% Occupancy at Year-End)

PROJECTED OPERATING REVENUES:	
1	Monthly Fees – Independent Living \$3,577,000
2	Monthly Fees – Assisted Living 1,448,000
3	Monthly Fees – Memory Care 1,926,000
4	Other/Garage 139,000
	TOTAL OPERATING REVENUE \$7,090,000
5	Entrance Fees – Net \$626,000
6	Investment Earnings \$626,000
PROJECTED OPERATING EXPENSES:	
7	Salaries and Wages – Assisted Living \$648,000
8	Salaries and Wages – Memory Care \$781,000
9	Salaries and Wages - Other \$1,787,000
10	Benefits \$804,000
11	Marketing/Sales \$407,000
12	Dining Services \$543,000
13	Resident Services \$271,000
14	Plant & Environmental Services \$543,000
15	General & Administration \$271,000
16	Insurance \$407,000
17	Utilities \$678,000
18	Real Estate Taxes \$650,000
19	Health Benefit \$52,000
20	Ground Lease \$92,000
21	Management Fees \$390,000
	TOTAL OPERATING EXPENSES \$8,324,000
	INCOME AVAILABLE FOR DEBT SERVICE (\$608,000)

In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. If the amended budget exceeds the budget set forth in this Plan by twenty-five (25%) percent or more, the Sponsor will offer all Prospective Residents the right to rescind their Residence Agreement and have their deposits returned, with interest, if any, within a reasonable period of time that is not less than fifteen (15) days. In addition, in the event the estimated commencement date of the first year of operation of the Residences is delayed by twelve (12) months or more, Prospective Residents will be offered a right of rescission unless the Prospective Resident enters into a Residence Agreement subsequent to an amendment disclosing a revised estimated date of First Occupancy. In such an event the Prospective Resident will be offered a right of rescission by an amendment to the Offering Plan if the estimated date of First Occupancy is delayed by twelve (12) months or more from the estimated date disclosed in the amendment.

*Any deficit for debt service will be funded through construction bond financing.

FOOTNOTES TO SCHEDULE B

1. Independent Living Apartments and Carriage Home Residences Monthly Fees Revenue

Revenues for the Independent Living Apartments and Carriage Home Residences for Monthly Fees are based on the fee structure described in Schedule A-1. The projected average occupancy for all Independent Living Apartments and Carriage Home Residences during the initial fill up period is projected to be 40% by the end of the first 8 months; 75% after 18 months; 90% after 24 months. Double occupancy is assumed to be approximately 50% of the Residences. The foregoing projections for occupancy levels have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

Schedule B reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community. In the event the projected occupancy levels are not attained, the Sponsor will continue to fund all costs associated with operating the Community. In no event will Residents' Monthly Service Fees increase as a result of levels of occupancy lower than projected.

2. Assisted Living Monthly Fees Revenue

The budget includes the cost of operating the Assisted Living Facilities even though a Resident may not be residing there or utilizing the services. Providence will begin operations once all areas of the Community (i.e., Assisted Living/Memory Care Facilities and Independent Living) are operational and therefore, no fees charged to Residents will be used toward operations of undeveloped portions of the Community. Prospective Residents should note that the budget reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community. As market conditions, including costs to operate the Community, change over time, Sponsor reserves the right to adjust Monthly Service Fees payable by Residents. Sponsor will fund all line items in the budget.

Assisted Living Facility Revenue Monthly Service Fees are based on the fee structure described in Schedule A-1. The projected occupancy for the Assisted

Living Facility after twelve (12) months of operation is approximately 44%. In the event the projected occupancy levels are not attained, the Sponsor will continue to fund all costs associated with operating the Community. In no event will Residents' Monthly Service Fees increase as a result of levels of occupancy lower than projected.

3. Memory Care Facility Monthly Fees Revenue

The budget includes the cost of operating the Assisted Living Facilities even though a Resident may not be residing there or utilizing the services. Providence will begin operations once all areas of the Community (i.e., Assisted Living/Memory Care Facilities and Independent Living) are operational and therefore, no fees charged to Residents will be used toward operations of undeveloped portions of the Community. Prospective Residents should note that the budget reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community. As market conditions, including costs to operate the Community, change over time, Sponsor reserves the right to adjust Monthly Service Fees payable by Residents. Sponsor will fund all line items in the budget.

Memory Care Facility Revenue Monthly Service Fees are based on the fee structure described in Schedule A-1. The projected occupancy for the Assisted Living Facility after twelve (12) months of operation is approximately 46%. In the event the projected occupancy levels are not attained, the Sponsor will continue to fund all costs associated with operating the Community. In no event will Residents' Monthly Service Fees increase as a result of levels of occupancy lower than projected.

4. Other/Garage Revenue

Other Operating Revenue are estimated to be approximately 2% of monthly service fees for the Community and are derived from additional meals, under building parking, and other ancillary items.

5. Entrance Fees – Net

Entrance Fees - Net is the difference between an Entrance Fee paid on a re-occupied Independent Living Apartment or Carriage Home and the amount of refund due to the prior Resident of that Residence. The projected turnover of Residences and their resulting re-occupancy has been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on historical averages of the difference between an Entrance Fee paid on a re-occupied Independent

Living Apartment or Carriage Home and the amount of refund due to the prior Residence of that Residence at other similar properties operated by GSI and GSI's experience operating similar facilities. No turnover is anticipated during the first year of operation and accordingly, no amount of revenue from these fees is included in the estimated first year budget.

6. Investment Earnings

Investment Income is that income earned on investing the cash balances of the Project. A four percent (4%) interest rate earned has been assumed for investment income.

7. Salaries and Wages: Assisted Living

The budget includes the cost of operating the Assisted Living Facilities even though a Resident may not be residing there or utilizing the services. Providence will begin operations once all areas of the Community (i.e., Assisted Living/Memory Care Facilities and Independent Living) are operational and therefore, no fees charged to Residents will be used toward operations of undeveloped portions of the Community. Prospective Residents should note that the budget reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community. As market conditions, including costs to operate the Community, change over time, Sponsor reserves the right to adjust Monthly Service Fees payable by Residents. Sponsor will fund all line items in the budget.

Assisted Living Facility Expenses include estimated wages for relevant healthcare and administrative personnel proposed. Also included in this category are all ancillary miscellaneous costs associated with operating a comparable facility and are based on comparable experience operating such facilities.

Estimated Wages for Assisted Living Facility Staff: Wages and Benefits are based on estimated pay ranges for similar positions in the Albany, NY area adjusted for inflation, assuming 4.0% annually. It is assumed that employees will be unionized where required. Benefits include a standard benefit package, such as health and dental insurance, disability, life insurance and all federal and state benefit requirements, such as disability insurance, workers' compensation, unemployment insurance and payroll taxes. These benefits are estimated to be approximately 25% of the annual salaries. "FTEs" are full-time equivalent employees.

Staffing positions and costs for the first year of operation are estimated as follows:

	FTE	Wage	Annual
Healthcare Director	1.00	45.00	93,600
Assisted Living – Licensed	1.41	40.00	117,312
Assisted Living – CNA	6.87	20.00	285,584
Administrative	1.00	20.00	41,600
Benefits			134,524
TOTAL ASSISTED LIVING:	10.28	25.18	672,620

Ancillary and miscellaneous costs associated with operating the Assisted Living Facility are estimated to be approximately \$121,000 in 2028 and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

8. Salaries and Wages: Memory Care Facility

The budget includes the cost of operating the Assisted Living Facilities even though a Resident may not be residing there or utilizing the services. Providence will begin operations once all areas of the Community (i.e., Assisted Living/Memory Care Facilities and Independent Living) are operational and therefore, no fees charged to Residents will be used toward operations of undeveloped portions of the Community. Prospective Residents should note that the budget reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident’s Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community. As market conditions, including costs to operate the Community, change over time, Sponsor reserves the right to adjust Monthly Service Fees payable by Residents. Sponsor will fund all line items in the budget.

Memory Care facility Expenses include estimated wages and benefits for relevant healthcare and administrative personnel proposed. Also included in this category are all ancillary miscellaneous costs associated with operating a comparable facility and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

Estimated Wage and Benefits for Memory Care Facility Staff: Wages and Benefits are based on estimated pay ranges for similar positions in the Albany NY area adjusted for inflation, assuming 4.0% annually. It is assumed that employees will be unionized where required. Benefits include a standard benefit package, such as health and dental insurance, disability, life insurance and all federal and state benefit requirements, such as disability insurance, workers'

compensation, unemployment insurance and payroll taxes. These benefits are estimated to be approximately 25% of the annual salaries. "FTEs" are full-time equivalent employees. Staffing positions and costs for the first year of operation are estimated as follows:

	FTE	Wage	Annual
Memory Care – Licensed	1.40	40.00	116,480
Memory Care - CNA	12.13	20.00	504,608
Administrative	1.00	20.00	41,600
Benefits			165,672
TOTAL ASSISTED LIVING:	14.53	21.93	828,360

Ancillary and miscellaneous costs associated with operating the Memory Care Living Facility are estimated to be approximately \$130,000 in 2028 and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

9. Salaries and Wages: Other

Salary and Wages Other Expenses include estimated wages and benefits for all other overhead departments including Marketing/Sales, Dining, Plant & Environmental, Resident Services, and Administration proposed. Also included in this category are all ancillary miscellaneous costs associated with operating a comparable facility and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

Estimated Wage and Benefits for all Overhead Facility Staff: Wages and Benefits are based on estimated pay ranges for similar positions in the Albany NY area adjusted for inflation, assuming 4.0% annually. It is assumed that employees will be unionized where required. Benefits include a standard benefit package, such as health and dental insurance, disability, life insurance and all federal and state benefit requirements, such as disability insurance, workers' compensation, unemployment insurance and payroll taxes. These benefits are estimated to be approximately 25% of the annual salaries. "FTEs" are full-time equivalent employees. Staffing positions and costs for the first year of operation are estimated as follows:

	FTE	Wage	Annual
Building Administrator	1.00	50.00	104,000
Receptionists	1.00	20.00	41,600
Marketing	2.00	30.00	124,800
Administrative Assistant	0.40	21.00	17,472
Benefits			45,968
Total Gen. & Administrative	4.40	31.45	333,840
Department Manager & Assist.	1.00	25.00	52,000

General Maintenance	2.00	20.00	83,200
Security			
Benefits			33,800
Total Plant	3.00	21.67	169,000
Department Manager & Assist.	1.00	25.00	52,000
Housekeeping	2.00	19.00	79,040
Laundry	2.00	19.00	79,040
Supervisors			
Benefits			52,520
Total Environmental Services	5.00	20.20	262,600
Department Manager & Assist.	1.00	35.00	72,800
Food Production	3.00	24.00	149,760
Dining Room	5.00	19.00	197,600
Utility Workers	2.00	20.00	83,200
Benefits			125,840
Total Food & Bev. Services	11.00	22.00	629,200
Drivers	0.50	19.00	19,760
Fitness	0.50	20.00	20,800
Activities	1.00	21.00	43,680
Other Resident Services	1.00	21.00	43,680
Benefits			31,980
Total Resident Services	3.0	25.63	159,900

Ancillary and miscellaneous costs associated with operating the Overhead departments (i.e., non-staff expenses for Independent Living only for Dining, Plant, Resident Services, Environmental, and Administrative Departments such as supplies, landscaping, events and off-site trips) are estimated to be approximately \$820,000 in 2028 and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

10. **Benefits**

Benefits include a standard benefit package, such as health and dental insurance, disability, life insurance and all federal and state benefit requirements, such as disability insurance, workers' compensation, unemployment insurance and payroll taxes. These benefits are estimated to be approximately 25% of the annual salaries, or approximately \$804,000 in 2028.

11. Marketing/Sales

Marketing & Sales related expenses are assumed to be approximately \$407,000 in 2028 and will cover items such as advertising, public relations, expenses of the marketing center, collateral advertising materials and other related costs. Services, processes, and costs have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

12. Dining Services

Food and Beverage expenses reflects the raw food and supplies costs to provide 30 meals per month for Independent Living Residents and three meals per day for the residents of the Assisted Living/Memory Care facility. There is also an assumption of 5 guest meals per month for each occupied Independent Living Apartment.

The cost of providing meals reflects estimated raw food and supplies based on anticipated quality levels and actual costs in similar senior living communities. Other costs associated with food service include printing menus, spoilage and obsolescence of food supplies, equipment, repairs, training, and POS system and other miscellaneous costs. Food services will be managed by the Sponsor and will not be provided by a contractor. Estimated Dining Services costs are estimated to be \$543,000 in 2028 and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

13. Resident Services

Resident Services Expenses include services related to resident activities, special events, health and wellness, transportation, and concierge services. Estimated costs for providing these services is \$271,000 in 2028 and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

14. Plant & Environmental Services

Plant Expenses include costs related to the upkeep of the buildings and Property, including building, housekeeping, and general supplies, equipment replacement and materials, and other miscellaneous items required for the regular upkeep and maintenance of the physical plants of the Community.

Environmental Services Expenses related to all janitorial, housekeeping, and laundry services including general cleaning and upkeep for the Independent Living Apartments, common areas, and the Assisted Living/Memory Care facility. The cost of environmental services related to the Assisted Living/Memory Care

facilities are included in the budget, even though a Resident may not be residing in said facilities or utilizing the services provided in said facilities. This line item also includes all supplies and other miscellaneous costs necessary to adequately perform these services, which supplies are estimated to be \$543,000 in 2028, based on historical industry information and has been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

15. General and Administrative Expenses

General and Administrative Expenses include various Community-related overhead expenses including office supplies, rental equipment, human resource and staffing related costs, special community events, conferences, and other miscellaneous expenses. The budgeted figure is based on historical industry information and has been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

The cost of general maintenance and repair of the Community, including but not limited to interior repairs, plumbing and electrical repairs and maintenance, is included in the Plant and Environmental Services line item. As a result of the fact that the Community will be new construction it is not anticipated that there will be any need for capital repairs and replacements during the first year of operation and therefore, no expense has been budgeted for the cost of capital repairs and replacements (e.g., roofing, façade, etc.).

16. Insurance

Insurance premiums for property and liability are estimated to be approximately \$407,000 in 2028.

The Sponsor is a member of Caring Communities Property Insurance Group, a member-Owned liability insurance company exclusively serving not-for-profit senior housing and care organizations. Participating members have access to property coverage through Travelers Insurance Company. The coverage limits referenced below represent the property program for the members.

At the First Occupancy Date, Sponsor will have obtained the following insurance coverages, including but not limited to fire and fire and casualty insurance under an agreed amount replacement cost policy and a public liability policy. Coverages assumed at this time are:

Property
Building - \$500,000,000
Business Income \$300,000,000
Earthquake \$25,000,000
Flood - \$25,000,000

Building Ordinance \$10,000,000
Boiler & Machinery \$50,000,000
Special Form
Replacement Cost Valuation with 125% margin clause
Deductible - \$100,000
Named Storm deductible / All Other Wind & Hail Deductible \$100,000

NFIP Flood Coverage:

\$25,000,000 / \$100,000 deductible

Commercial General Liability:

Limit: \$1,000,000 Per Occurrence

\$3,000,000 General Aggregate

\$10,000,000 Auto included

Umbrella Liability: \$10,000,000 limit

Director & Officers: \$1,000,000 limit

The insurance coverage meets the requirements of any mortgagee who holds or will hold a mortgage on the Property.

As a result of the fact that the Residences are owned by the Sponsor and not by the Residents, the fire, casualty and general liability insurance is not on terms that require that each Resident is an additional insured party, or that there will be no cancellation without notice to each Resident, or that a waiver of subrogation, or that a waiver of invalidity because of the acts of the insured and Residents, or that a waiver of pro rata reduction if Residents obtain additional coverage.

Prospective purchasers should look to obtain additional insurance at their own cost to cover such risks as fire and casualty losses to their own personal property, replacement, additions, fixtures and improvements, and liability coverage for occurrences within the Residence or, where applicable, in common areas.

17. Utilities

All utilities, except for telephone, are included in the Monthly Fees. All costs associated with either a land line telephone or cell phone will be billed directly to each Resident by the applicable company and paid by each Resident directly to the telephone company. Utilities included in the estimated figure are basic cable, internet service, heat/air conditioning, gas, electricity, water, sewer, and waste disposal.

18. Real Estate Taxes

The Village of Menands is expected to provide certain services for the Community and in return, the community will pay real estate taxes to the Village. The estimated tax is based upon a Market, Cost or Income approach. The estimated real estate taxes to be paid for the first year of operation have been estimated based on the current tax rate and assessed valuation of the Property.

19. Health Benefit

Upon execution of a Residency Agreement and payment of the applicable Entrance Fees, each Resident will receive a Health Care Benefit to be utilized towards future services in the Assisted Living Center or Health Center, including 10 lifetime days of free health services in the Health Center and a 20% discount of off then applicable fees for residency in Assisted Living or Memory Care Facility. This Health Care Benefit is personal to each Resident, is non-transferable, and terminates upon death of the Resident or leaving the Community. Residents must be at least sixty-two (62) years of age to be eligible for the Health Care Benefit. Costs associated with delivering the Health Care Benefit to eligible Residents are estimated to be \$52,000 in 2028, and have been estimated by GSI, 1980 112th Ave NE Suite 210, Bellevue, WA 98004, based on their experience operating similar facilities.

20. Ground Lease

The Property on which Providence will be developed is subject to a nine (9) year ground lease (the "Ground Lease") between Daughters of Charity, Inc., as Landlord, and Sponsor, as Tenant. The Ground Lease requires payments of \$92,000 per year.

21. Management Fees

Sponsor has retained Franciscan Sisters of Chicago Service Corporation ("FSCSC"), an Illinois non-profit corporation and a related entity of Sponsor (the "Managing Agent") to manage the Community. The management fee to FSCSC is estimated to be \$390,000 in 2028. Per the proposed Management Agreement, Sponsor pays a monthly management fee to the Managing Agent of 5.5% of the total gross operating revenue including net Entrance Fees. This estimate is at the prevailing rate for similar services in the area. The basis of the fee, in addition to serving as Managing Agent of Providence, will be recommending and regularly evaluating Providence's policies and goals, implementation of policy budgets and directives, management of day to day operations, and making recommendations to future operations.

Prospective Residents should note that if Sponsor obtains bond financing, debt service may be an additional line item in the budget. As previously disclosed, the estimated

budget for the first year of operation contained herein reflects the total projected operating costs for the overall Providence development. Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community.

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VIII. CHANGES IN THE ENTRANCE FEE MONTHLY SERVICE AND RESIDENCES

The Sponsor reserves the right to negotiate agreements with individual Residents for Entrance Fees which vary from those listed in Schedule A-1. Increases in the Entrance Fee affecting one or more Residences from the amounts set forth in Schedule A-1 of this Offering Plan may be made by the Sponsor from time to time and shall be disclosed by duly filed amendment with the Department of Law prior to execution of the Residency Agreement, except as may be permitted under any temporary guidelines or other memorandum issued by the New York State Real Estate Finance Bureau. Sponsor reserves the right to decrease the Entrance Fees below the fees disclosed Offering Plan without filing an amendment to the Plan at any time during the offering where a reduction in Entrance Fees does not constitute a general offering but is rather the result of an individual negotiation.

No change will be made in the size or number of Residences, and no material change will be made in the size or quality of common areas, except by amendment to the Plan. Unless an affected Resident who has entered into a Residency Agreement consents, no material change will be made in the size or layout of a Residence if a Residency Agreement has been executed or an Entrance Fee or Entrance Fee Deposit has been delivered to the Sponsor for that Residence and the Resident is not in default. A decrease in a Residence's area of five percent (5%) or less will not affect a Resident's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by five percent (5%) or less is not material and shall not be considered a material adverse change that would trigger a right of rescission or termination of a Residency Agreement.

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IX. PROCEDURE TO RESERVE RESIDENCES AND ESTABLISH RESIDENCY

A person desiring to reside and occupy a Residence at Providence must execute a Resident Application and Residency Agreement in the forms contained in Schedules C and C-2, respectively, in Part II of this Offering Plan. Resident Application documents also include a Confidential Data Application (which will require Prospective Residents to disclose confidential personal data including but not limited to health conditions, current medications, and financial information, and which disclosure will remain confidential) and a Resident Health Information Form (attached to the Resident Application and hereby incorporated by reference into the Residency Agreement). Prospective Residents will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments thereto prior to executing a Residency Agreement.

Applications shall be returned to the Sponsor, together with a check for the Entrance Fee Deposit regardless of the pricing option selected, drawn to the order of Brick Law Firm, P.C., as Escrow Agent, and an executed W-9 Form identifying the Prospective Resident's social security number. Entrance Fee Deposits are 100% refundable if Prospective Resident does not go forward with the Residency Agreement.

Sponsor will establish a "Priority Club" for individuals who wish to reserve an opportunity to enter into a Residency Agreement once the Sponsor begins to enter into Residency Agreements with Residents. Participation in the Priority Club requires submission of a fully refundable deposit of one thousand dollars (\$1,000.00), which deposit will be held in escrow pursuant to the terms of this section of the Offering Plan. The Priority Club deposit secures a Prospective Resident's place on a priority list maintained by the Sponsor, which priority list will be used to determine the order of priority once the Sponsor begins to enter into Residency Agreements. Upon Occupancy, the Priority Club deposit will be applied toward a Resident's Entrance Fee. Participation in the Priority Club does not constitute a binding agreement to enter into a Residency Agreement and may be canceled at any time by the Prospective Resident, with a full refund of their one thousand dollar (\$1,000.00) deposit.

In addition to the Priority Club, the first forty (40) Residents to enter into a Reservation Agreement at the Providence will be automatically enrolled as members of the Charter Club. Charter Club members will be granted a \$2,500 move-in allowance for moving expenses or Residence upgrades. In addition, once approved for residency, Charter Club members' residency at Providence is guaranteed regardless of changes in health between the date of the Reservation Agreement and the Occupancy Date, as long as the appropriate level of care is available at Providence. Occupancy of a Residence is not guaranteed should a Resident no longer meet the financial qualifications required by the Community. If for any reason a Resident has not taken occupancy of a Residence within two (2) months of the date on which their Residence is available for occupancy, Charter Club member benefits will expire and the Resident will

no longer be entitled to any Charter Club benefits. See the Reservation Agreement set forth as Schedule C-2 in Part II of the Plan.

Escrow and Trust Fund Provisions

The Sponsor shall comply with the escrow and trust fund requirements of GBL Sections 352-e(2-b) and 352-(h) and the Attorney General's regulations promulgated pursuant thereto as amended on November 14, 2012 as follows:

The Escrow Agent:

Brick Law Firm, P.C., with an address at 2 Computer Drive West, Suite 100, Albany, New York 12205, and telephone number of (518) 489-9423, shall serve as escrow agent ("Escrow Agent") for Sponsor and Resident. The authorized signatory on the account authorized to withdraw funds is Andrew Brick, Esq., who is admitted to practice law in the State of New York. Neither the Escrow Agent nor its authorized signatory on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Pioneer Bank with a branch address located at 652 Albany-Shaker Road, Albany, New York 12211 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Franciscan Ministries Escrow Acct" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit (the "Deposit"). The maximum Deposit insurance amount will be \$250,000. Any Deposit in excess of \$250,000 will not be insured. It is a Special Risk of this Offering Plan, that if an individual makes an Entrance Fee Deposit in excess of said amount for the reservation of a Residence, the excess amount will not be federally insured. Residents should also note that if the Resident has any accounts in the Bank where the funds are being held, the funds in those accounts will count towards the \$250,000 FDIC insurance limit.

All Deposits received from Resident shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Resident to the order of Brick Law Firm, P.C., as Escrow Agent.

Any Deposits made for upgrades, options, extras or custom work shall initially be deposited into the Escrow Account and released in accordance to the terms of a written agreement between Resident and Sponsor as provided for in Section 8 of the Residency Agreement.

The escrow account is an interest-bearing account. All interest earned in the Escrow Account will be paid or credited to Resident upon the consummation of the individual transaction (i.e., the Occupancy Date). The interest rate to be earned will be

the prevailing rate for these accounts as of the date of the Deposit which, as of the date of this Offering Plan, is averaging less than one (1%) per annum.

The Residency Agreement:

The Residency Agreement is attached hereto as Schedule C in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 3(D) of the Residency Agreement, which must be executed by the Escrow Agent.

Notification to Resident:

Within five (5) business days after the Reservation Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Reservation Agreement and place the Deposit into the Escrow Account. Resident shall be required to complete the Tender of Escrow Agreement contained in Schedule C-1 in Part II of the Offering Plan upon execution of the Reservation Agreement. Within ten (10) business days of the placing of the Deposit in the Escrow Account, the Escrow Agent shall provide written notice to Resident and Sponsor, confirming the Deposit. The notice shall provide the account number of the account. Any Deposits made for upgrades, options, extras or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of a written agreement between Resident and Sponsor as provided in Section 8 of the Residency Agreement.

The Escrow Agent is obligated to send notice to the Resident once the Deposit is placed in the Escrow Account. If the Resident does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Resident may cancel the Reservation Agreement within ninety (90) days after tender of the Reservation Agreement and Deposit to the Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Resident.

Release of Funds:

All Deposits, except for advances made for Extras received in connection with the Residency Agreement, are and shall continue to be the Prospective Resident's money and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-(h).

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Prospective Resident until after occupancy in the Residence has commenced (Consummation of the Plan) Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit Funds in escrow if so directed:

- (a) pursuant to terms and conditions set forth in the Residency Agreement upon the consummation of the individual transaction; or
- (b) in a subsequent writing signed by both Sponsor and Prospective Resident;
or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Resident and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released, and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Residence is located and shall give written notice to both parties of such deposit.

The Sponsor will not object to the release of the Deposit to:

- (a) a Prospective Resident who timely rescinds in accordance with an offer or rescission contained in the Plan or an Amendment to the Plan; and
- (b) all Prospective Residents after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

Prospective Residents should note that it shall be an express condition of occupancy that the Resident sign the form contained in Part II as Schedule J which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Waiver Void:

Any provision of any contract or agreement, whether oral or in writing by which a Prospective Resident purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Residency Agreement, Offering Plan or any amendments.

General:

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Prospective Resident pursuant to GBL § 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Prospective Resident. Consummation of the plan does not relieve Sponsor of its obligations pursuant to GBL § 352-h. Funds from any Escrow Account remain the property of the Prospective Resident until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

The Escrow Agent shall maintain all records concerning their Escrow Account for seven (7) years after release of the funds.

Upon the dissolution of the law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer. Before funds are transferred to a new account, or if the escrow agent is replaced, the Plan will be amended to provide the same full disclosure with respect to the new account.

Acceptance of Residency Agreement

Any person who executes an Application for Residence and delivers it with the required W-9 Form and Entrance Fee Deposit to the Sponsor is entitled to rescind the Application and to receive a refund of the entire deposit, within thirty (30) days of request for a refund. Any conflict between the Application for Reservation or Residency Agreement and the Offering Plan will be resolved according to the terms of the Offering Plan.

Within thirty (30) days after Resident executes this Agreement, Sponsor will notify Prospective Resident in writing whether approval for residency at Providence has been granted.

If approval for residency is granted, Sponsor will return to Prospective Resident a copy of the Residency Agreement signed by Sponsor. The date the Residency Agreement is signed by Sponsor will be the effective date of the Residency Agreement.

If Sponsor determines, based on the information provided by the Prospective Resident, that Prospective Resident does not satisfy all the eligibility requirements for residency at Providence, Sponsor will reject the application for nonacceptance in accordance with Section 8 of the Residency Agreement, and the Entrance Fee Deposit will be refunded pursuant to Section 8 of the Residency Agreement. The eligibility requirements involve: (a) having reached the age of 62 by the anticipated Occupancy Date, or will be applying for the same Residence with an individual who will be 62 years of age or older by the anticipated Occupancy Date; (b) having income and assets sufficient to meet the expenses of residency at Providence; (c) the ability to live in a Residence independently or with reasonable accommodations or modifications, without needing significant medical, nursing, personal care or behavioral supervision provided in an adult home/assisted living residence or nursing home; and (d) having no history of activities or behaviors that could be detrimental to the health, safety, or welfare of Resident or other Residents, or that could be detrimental to the peaceful enjoyment of Providence by other residents. Entrance is open to persons who are not in need of continual health services that must be supplied by a licensed health care provider.

If a Prospective Resident does not receive approval for residency due to health-related reasons, the Prospective Resident may apply for occupancy at the on-site Assisted Living/Memory Care Facility, subject to satisfying separate eligibility requirements for admission to the Assisted Living/Memory Care Facility. Residency in the Assisted Living/Memory Care Facility is not part of the offer set forth in this Offering Plan.

The Sponsor anticipates that occupancy of the first Residence (the "First Occupancy") will occur by November 1, 2028. Prospective Residents will be offered a right of rescission if (i) the actual date of First Occupancy or (ii) the projected date of First Occupancy occurs later than October 31, 2029, twelve (12) months after the projected date of First Occupancy. If the Plan is amended to provide for a later projected date of First Occupancy, Prospective Residents will be entitled to an offer of rescission if the First Occupancy occurs more than twelve (12) months beyond that amended, later date. Prospective Residents must advise the Sponsor no later than the date provided in an Amendment to the Offering Plan disclosing the later date but not less than fifteen (15) days from the date of the notice.

The Sponsor will give a Prospective Resident sixty (60) days' notice that the Residence to which the Application relates is ready for occupancy, during which time the Prospective Resident shall execute and deliver a Residency Agreement to Sponsor. The Residency Agreement is set forth as Schedule C in Part II of this Plan. The balance of the Entrance Fee is an amount equal to ninety percent (90%) of Resident's total Entrance Fee and is required to be paid to Sponsor on the earlier of (i) the Occupancy Date; or (ii) at the end of the tenth (10th) day notice period that the Residence reserved

is available for occupancy. The balance of the Entrance Fee must be paid in full before Resident's Occupancy Date. See Section XIII.

The Application for Reservation of a Residence, Residency Agreement and Offering Plan may not contain, or be modified to contain, a provision waiving a Resident's rights or abrogating the Sponsor's obligations under Article 23-A of the General Business Law of the State of New York. The Application for Reservation of a Residence and Residency Agreement may not be materially modified except by duly filed amendment to the Plan.

Assignment of Reservation Application or Residency Agreement

Residents may not assign or sublet any occupancy rights in and to a Residence at Providence. In the event of an assignment or subletting, Sponsor may cancel the Residency Agreement on thirty (30) days' notice to the Resident. No rights or benefits under the Residency Agreement shall inure to the benefit of any Resident's heirs, devisees, or legal representatives, except the right to receive refunds of Residency Fees.

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X. FINANCING FOR QUALIFIED RESIDENTS

No financing is being offered by Sponsor for residency at Providence.

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XI. EFFECTIVENESS

This offering plan shall be filed with and accepted for filing by the New York State Department of Law. No Reservation Agreement or Residency Agreement shall be executed until this Offering Plan is accepted for filing by the New York State Department of Law.

The Offering Plan may be declared effective when seventy percent (70%) of the available residences in Phase I are reserved (70% x 89 = 63 Residences). The seventy percent (70%) reservation rate is based on requirements of the tax-exempt bond offering. No occupancy of a Residence will be permitted until the Offering Plan has been declared effective. Sponsor must submit an Amendment to the Department of Law within five (5) days of declaring the Plan effective pursuant to 13 NYCRR 25.3(n)(1), which amendment will be served on all Prospective Residents once it has been accepted for filing by the Department of Law. Family members or business associates or principals of Sponsor may not be counted towards effectiveness.

The Sponsor may abandon the plan, at its option, before it is declared effective. If the plan is abandoned by Sponsor before it is declared effective, Sponsor shall promptly file an amendment with the Department of Law, together with form RS-3 as required by 13 NYCRR 25.1(k)(2). All deposits held by Sponsor will be returned in full to Prospective Residents, within fifteen (15) days of filing the Amendment of Abandonment with the Department of Law.

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XII. TERMS OF RESIDENCY AGREEMENT

Term

The initial term of each Residency Agreement is one year (unless earlier terminated as provided in the Residency Agreement), commencing on the date specified in the Residency Agreement, and such term shall be automatically renewed from year to year without action by either party, except that a Residency Agreement shall terminate immediately upon the death of the Resident or, in the case of multiple Residents in a single Residence, upon the death of the last occupying Resident.

Residences

If a person is accepted by Sponsor to become a Resident at Providence, in consideration of the payment of Entrance Fees for a specific Residence in the amount described in Schedule A-1, and upon the timely payment of the applicable Monthly Service Fee, Resident will be entitled to occupy the assigned Residence and to receive the services described in the Residency Agreement.

A Residency Agreement conveys no ownership interest in any Residence to any Resident. A Resident cannot sell, transfer, mortgage, or pledge any interest in real property in connection with the Residency Agreement or the termination thereof.

Entrance Fees

The Entrance Fees for each Residence are listed on Schedule A-1. An Entrance Fee Deposit of ten percent (10%) of the Entrance Fee set forth in the Residency Agreement must be paid at the time a person applies to become a Resident in Providence. On or before the Occupancy Date, the balance of the Entrance Fee must be paid in full. At all times prior to the Occupancy Date, Residents will have the right to cancel the Residency Agreement and obtain a full refund of the Entrance Fees actually paid. Sponsor is obligated to provide Residents an annual certified accounting of the disposition of Entrance Fees and interest earned.

After a Resident accepts occupancy, the Entrance Fees released from the Escrow Account to Sponsor will be used by Sponsor to finance construction. After the Occupancy Date, eighty percent (80%) of the Entrance Fee will be used by Sponsor to pay short-term construction debt (approximately twenty-eight percent [28%] of the total cost of constructing Providence). The remaining twenty percent (20%) of the Entrance Fee, and any interest income earned on Entrance Fees, will be used by Sponsor to meet debt requirements for days cash available and for other operating expenses. After the short-term construction is paid, Entrance Fees will be used by Sponsor to pay Entrance Fee Refunds and to cover the operating expenses of Providence, including building reserves and paying debt service, start-up deficits, early retirement of debt, costs of future expansion, and other purposes deemed appropriate by Sponsor.

Sponsor is obligated to provide Residents an annual certified accounting of the disposition of entrance fees and interest earned.

Monthly Service Fees

Each Resident will pay Monthly Service Fees for continued occupancy of a Residence, which fees will be due on the first day of each month after the Occupancy Date. Fees are based on the Residence type. In addition, a Resident may be billed by Sponsor for Additional Services Fees in the event that Resident incurs additional expenses for additional services provided by Sponsor. Purchasers should note that the Schedule B budget reflects the total projected operating costs for the overall Providence development and that Monthly Service Fees payable by Residents are not calculated as a direct pro rata share of the Providence operating budget. Instead, each Resident's Monthly Service Fee obligation is determined based on a variety of factors, including prevailing market conditions and the anticipated costs associated with operating the Independent Living portion of the Community.

Sponsor reserves the right to assess Residents a late fee for overdue payment if the Monthly Service Fees or Additional Services Fees are not paid in full. The late payment charge will be assessed thirty (30) days from the date on the billing statement on the total delinquent amounts due. If more than one Resident occupies a Residence, an additional Monthly Service Fee will be charged for double occupancy as indicated on Schedule A-1. Each person who is designated as a Resident pursuant to the terms of a Residency Agreement will be jointly and severally liable for the Monthly Service Fees, any Additional Services Fees, and any other required fees to be paid to Sponsor under the Residency Agreement for the specific Residence. In the event that Sponsor institutes a legal action or other proceeding to collect funds due or to enforce rights under the Residency Agreement, Sponsor, if the prevailing party, will be entitled to recover reasonable legal fees and all costs incurred in connection with such proceedings.

Sponsor may increase the Monthly Service Fees and Additional Services Fees upon thirty (30) days' written notice to Residents if Sponsor deems an increase to be necessary to meet the financial needs of Providence or to provide services to Residents.

Amenities

Sponsor will provide a Residence furnished with flooring, window coverings, refrigerator and freezer, stove and microwave oven, and an emergency call system.

Residents will have access to and enjoy the use of the commons areas, in accordance with Sponsor's policies and as outlined in the Resident Information Guide.

Providence will offer several dining venues, including a main dining restaurant, a casual pub and coffee shop, and a market. Breakfast, lunch, and dinner will be available

at one or more of these venues daily. One (1) meal per Resident per day is included in each Resident's Monthly Service Fee. Additional meals and dining purchases will be available at an extra cost to the Resident, charged to the Resident's account.

Sponsor will provide as a general service included within the Monthly Service Fees scheduled weekly housekeeping, including changing bed linens and weekly laundry service for bed and bath linens, as more fully described in the Resident Information Guide, a copy of which is included as Schedule G in Part II of the Offering Plan. As part of the Monthly Service Fee, Sponsor will also provide sewer, water, waste disposal, electricity, heating and air-conditioning for each Residence. Residents will be wired for basic cable television, phone, and internet; however, Residents may elect, at their own expense, to upgrade cable television, phone, and/or internet to premium service.

Providence and each Residence will be equipped with an emergency call system. Sponsor will monitor the system and coordinate responses, as appropriate, on a 24-hour basis.

The Community will also contain fifty-six (56) parking spaces located within an underground parking garage and sixty-six (66) at-grade parking spaces throughout the Community for use by Residents and their guests. Parking in the underground parking garages is available to Residents for a \$150 per month parking garage fee. Parking in the at-grade parking spaces is unassigned and is available for use by Residents and their guests on a first-come, first-served basis without charge. Carriage Home Residences each have an attached garage for the Resident's exclusive use. All vehicles must be registered with the reception desk. Additional spaces will be available for guests and Community employees.

Sponsor will maintain all commons areas and site amenities and will be responsible for providing repair, maintenance, and replacement of equipment provided by Sponsor in the Residences, provided that such repairs are not required due to Resident's negligence or misuse. Damages caused to the common areas, site amenities, and Community's Property beyond normal wear and tear are the responsibility of the Resident.

Sponsor will provide scheduled local transportation to designated locations. Sponsor will coordinate a variety of social, recreational, educational and cultural programs for those Residents who wish to participate. Sponsor will also coordinate health promotion, wellness and fitness programs, including exercise programs.

Sponsor will pay all real property taxes assessed to Providence and make any required payments-in-lieu of taxes, if applicable. Residents will not be entitled to a deduction from federal or state income taxes for any pro rata share of mortgage interest or real property taxes, if any, incurred by the Sponsor.

Sponsor retains the right to change the scope of services upon thirty (30) days' written notice. Sponsor will notify Residents of any change in the fees for any additional services not less than thirty (30) days before the revised prices take effect. Sponsor will not reduce the scope of services without reasonable cause, including without limitation, reduction in the scope of services resulting from changes in law.

Additional Services

Certain additional services will also be available to Residents for an Additional Service Fee, such as additional housekeeping, personal laundry service (non-dry-clean items), personal transportation beyond the transportation scheduled by Providence, additional meals, food and beverage services not included in the dining program, parking in the underground parking garage, extended dietician services as recommended by Providence's dietary staff to assist in meeting special needs diet, extended room service to a Residence beyond fifteen (15) consecutive days, guest meals, care or treatment in the Assisted Living/Memory Care Facility, and/or other services as may be provided from time to time.

The services and amenities disclosed in this Offering Plan are provided to Residents within the Community, and the costs associated with such services and amenities are included in the Monthly Service Fees paid by Residents, except for where otherwise indicated. The Sponsor and/or the Community will contract with service providers and vendors for the Community. There will be no separate agreement between the contractors or vendors and the individual Residents.

Guests

No separate accommodations are provided within the Community for guests. Overnight guests are welcome and may stay with a Resident in their Residence. Guests may not occupy a Residence for more than fourteen (14) consecutive days without obtaining Sponsor's prior written approval. Residents are responsible for the conduct of their guests and for payment of any charges incurred by their guests. The occupancy and use of personal service providers shall be governed by the Personal Service Providers policy of the Community. Guests' vehicles parked overnight on the Community's grounds must be parked in designated guest parking spaces and must be registered with the reception desk. Children of families or guests are welcome to visit Providence. Children under 16 year of age must be accompanied by an adult while in common areas of the Community.

Assisted Living and Memory Care Facility

Assisted living and memory care services are available to residents of Providence in the Assisted Living/Memory Care Facility situated on the Providence campus. All charges for services received at the Assisted Living/Memory Care Facility will be on a per diem basis and will be billed to the Resident as an Additional Service Fee. The foregoing notwithstanding, upon execution of a Residency Agreement and

payment of the applicable Entrance Fees, each qualifying Resident will receive a Health Care Benefit to be utilized towards future services in the Assisted Living Center or Health Center, as needed, including ten (10) lifetime days of free skilled nursing services in the Health Center and a twenty percent (20%) discount off of the then applicable fees for residency in the Assisted Living facility within the overall Community. The Health Care Benefit is personal to each Resident and is non-transferable. The Health Care Benefit terminates upon the death of the Resident or upon the Resident leaving the Community. Residents must be at least sixty-two (62) years of age to be eligible for the Health Care Benefit.

If Sponsor determines that a Resident's health or medical condition requires the Resident's transfer to the Assisted Living/Memory Care Facility, and the health or medical condition has the potential to be resolved in a manner that may allow the Resident to return to their Residence within ninety (90) days, the Residence will be held for the Resident's return. While receiving services on a temporary basis at the Assisted Living/Memory Care Facility, the Resident's Residency Agreement will remain in effect unless canceled pursuant to the terms of the Residency Agreement. If the Residency Agreement remains in effect, Resident will be required to continue to pay the Monthly Service Fee and any Additional Service Fees required under the Residency Agreement, plus the per diem rate for care in the Assisted Living/Memory Care Facility. The on-site Assisted Living/Memory Care Facility has no limit on the amount of time a resident can reside in the facility. The choice between an outside assisted living facility and the on-site Assisted Living/Memory Care Facility would be determined based on the care a Resident requires and the individual choice of a Resident. Resident must relinquish and move out of the Residence in accordance with Section XVIII.

No Assignment or Subletting by Residents

Residents may not assign or sublet any occupancy rights in and to a Residence at Providence. In the event of an assignment or subletting, Sponsor may cancel the Residency Agreement on thirty (30) days' notice to the Resident. No rights or benefits under the Residency Agreement shall inure to the benefit of any Resident's heirs, devisees or legal representatives, except the right to receive refunds of Residency Fees.

Grievance Procedures

Residents have the right, at any time, to present concerns, complaints, and grievances and to recommend changes in policies, procedures and services to the Executive Director or any other department director without restraint, interference, coercion, discrimination or reprisal. All written concerns, complaints or grievances will be treated confidentially and kept on file by Providence. Sponsor will review, investigate, and provide a response to a grievance in accordance with the grievance procedure process established by the Community. The Community's grievance procedure process will require that all grievances presented to the Executive Director or other department director, as applicable, be communicated to the manager of the appropriate department,

and that such department manager will attempt to address the grievance within thirty (30) days of notice of the grievance. Residents may also file grievances directly with the Sponsor by notice to its Compliance Officer, an employee of the Sponsor whose duties include ensuring the Community adheres to external laws and internal policies. Contact information for the Sponsor's Compliance Officer may be found in the Resident Information Guide, a copy of which is set forth as Schedule G in Part II of the Plan.

Resident Forum

The Community shall provide for a monthly Resident Forum at which Residents may discuss their interests and needs or voice concerns. Information about the Resident Forum will be made available to all Residents and included in the monthly calendar of the Community. The Resident Forum is a Resident-run group which is established by the Residents to make suggestions with respect to the operation of and amenities offered within the Community. The Resident Forum elects its own presiding members. Neither the Resident Forum itself nor the presiding members of same have authority to make decisions regarding the operation or maintenance of the Community or the services offered to Residents.

Cancellation of Residency Agreement

A Resident may cancel their Residency Agreement at any time prior to midnight of the fourteenth (14th) day after the date on which the Resident signed their Residency Agreement ("Rescission Period"). If a Resident elects to cancel their Residency Agreement during the Rescission Period, the Resident must do so by written notice to Sponsor and will be entitled to receive a refund of all amounts the Resident paid, without interest, subject to the terms and conditions contained in the Residency Agreement, other than any periodic charges applicable to the Resident's occupancy of a Residence.

Residents and Prospective Residents may also cancel their Residency Agreement within ninety (90) days after tender of the Residency Agreement and Deposit to the Escrow Agent if the Resident does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit.

From the effective date of the termination of a Residency Agreement, Resident shall have no further right to occupy the Residence, or any unit in the Assisted Living Center or the Health Center, or to receive any services or benefits pursuant to the Residency Agreement, except the right to receive the appropriate refund payment as set forth in the Residency Agreement. Upon termination of a Residency Agreement, Resident shall promptly vacate the Residence. In addition, Resident shall remain obligated to pay the Monthly Service Fee for as long as any of Resident's personal belongings remain in the Residence.

Prospective Residents should refer to Section XVIII and the Residency Agreement contained in Part II of the Plan for disclosure and terms regarding the rights

of both a Resident and the Sponsor to terminate the Residency Agreement in varying circumstances.

Upon termination or cancellation of a Residency Agreement, Residency Fees will be refunded as described in Section XV of the Offering Plan.

In keeping with the mission of the Sponsor entity, it is Sponsor's intent that Residency Agreements will not be terminated solely because of a Resident's financial inability to continue to pay the Monthly Service Fee(s) or other charges payable under the terms of the Residency Agreement by reason of circumstances beyond the Resident's control. If a Resident presents facts which, in Sponsor's sole discretion, justify special financial consideration, Sponsor will give careful consideration to subsidizing in part or in whole the Monthly Service Fee(s) and other charges payable by the Resident under the terms of the Residency Agreement, so long as such subsidy can be made without impairing Sponsor's ability to attain Sponsor's objectives while operating on a sound financial basis. Any determination with regard to the granting of financial assistance shall be at Sponsor's sole discretion, and any decision to provide such financial assistance shall continue in effect only so long as Sponsor, in Sponsor's sole discretion, determines that Sponsor can continue to operate for the benefit of all Residents on a sound financial basis. The foregoing shall not qualify or limit Sponsor's right to terminate a Residency Agreement in accordance with its terms.

In the event Sponsor determines it will provide a Resident with any financial assistance or subsidy, said Resident shall agree that such amounts will be charged against the refund of the Entrance Fee paid by the Resident, including interest income lost as a result of applying a portion of the Entrance Fee to pay such amounts. Furthermore, Sponsor shall have the right to require the Resident to move to a smaller and/or less expensive Residence. The cost of any financial assistance provided by the Sponsor in excess of the refundable portion of the Resident's Entrance Fee shall be accrued and remain the Resident's obligation and/or the obligation of the Resident's estate.

Fire or Casualty

If the Residence is destroyed by fire or so damaged by the elements or any other cause as to be unfit for occupancy, and such destruction or damage occurred without fault or negligence on Resident's part, Resident may surrender possession of the Residence and cancel this Agreement immediately by giving written notice to Sponsor. Resident will not be required to pay the Monthly Service Fee following the effective date of cancellation. Any Monthly Service Fee paid in advance or which may have accrued shall be adjusted to the effective date of cancellation. In the event of substantial damage to the Residence, Sponsor may elect not to repair or rebuild and cancel this Agreement by giving written notice to Resident within ninety (90) days after the date of casualty. Upon receipt by Resident of any notice of cancellation of this Agreement by Sponsor under this Section, this Agreement shall immediately be canceled. In this event, neither Resident nor Sponsor will have any further obligations under this

Agreement, except for Sponsor's obligation to refund to Resident the Entrance Fee in accordance with Section 9.1.3 or section 9.2 and 9.3 of the Residency Agreement.

If the Residence is damaged by fire, flood, storm or other casualty or cause and neither Resident nor Sponsor has canceled this Agreement, Sponsor will, at Sponsor's expense, proceed diligently to repair and restore the Residence. If the Residence is uninhabitable during the repair or restoration, Sponsor will relocate Resident to a comparable type residence at Providence, if available. If no such comparable residence is available, Sponsor will try to relocate Resident temporarily to any other available residence at Providence. Sponsor will adjust Resident's Monthly Service Fees during any period of temporary relocation and will charge fees only for the services actually provided to Resident. If Sponsor is unable to relocate Resident temporarily to another available residence at Providence and Resident receives no other services at Providence, Resident will not be required to pay any Monthly Service Fees until such time as the Residence has been repaired or restored and is available for occupancy.

Sponsor will not be responsible for damage to or loss of any personal property of a Resident caused by fire, flooding or other casualty, theft or any other cause except if caused by Sponsor's gross negligence or willful misconduct. Resident is solely responsible, at Resident's expense, for insuring Resident's personal property against damage or loss and for maintaining any liability insurance to insure against risks associated with any possible liabilities caused by Resident's negligence. Sponsor will not create a separate reserve fund to segregate monies for the future repair, replacement, or addition of capital improvements in Providence. Any such repair, replacement, or addition of capital improvements will be made by Sponsor as necessary and will be paid from the general revenues of Sponsor.

Alteration to Residence

Residents may make alterations, including alterations pursuant to the Americans with Disabilities Act, to their Residence at their cost, subject to the policies of the Community and with Sponsor's prior written approval. Any approved alteration will be performed by the Sponsor and/or Community's maintenance staff or by a contractor approved by the Sponsor. Any alterations of a permanent nature, including major appliances, will become the property of the Community. Upon termination of a Residency Agreement, the Resident may, at Sponsor's sole discretion, be required to return the Resident's Residence to the original design at the Resident's cost. In addition, Sponsor reserves the right to charge the Resident a refurbishment fee, as allowed by law. For the safety of Residents, each Resident shall agree, pursuant to the terms of the Residency Agreement, not to replace the existing, or install any additional, locking devices to their Residence.

Imputed Interest

After occupancy, the portion of Residency Fees which is refundable may be subject to Internal Revenue Code §7872 provisions governing "below market interest

loans." If so, Resident may be deemed to have received interest payments from Sponsor at the applicable federal rate of interest after the Occupancy Date. Residents may have to report the imputed interest as income even though Residents will not in fact receive any money from Sponsor for interest after the Occupancy Date. Residents should consult with their tax advisers or attorneys to determine what, if any, effect this provision may have on their individual tax situations.

Resident Information Guide

Sponsor has established certain policies and procedures for occupancy of Residences at Providence providing for the orderly operation and management of Providence as set forth in the Resident Information Guide, included as Schedule G in Part II of the Offering Plan. The policies and procedures set forth in the Resident Information Guide may be amended from time to time by Sponsor with written notice to Residents. Resident agrees to abide by and observe the guidelines described in the Resident Information Guide.

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XIII. FEES AND FINANCIAL ASPECTS

Entrance Fee

The Entrance Fees to be allocated to each Residence are set forth on Schedule A-1 of this Offering Plan, together with the Monthly Service Fees applicable to such Residence. See Schedule A-1.

The purpose of the Entrance Fee is to generate investment income to contribute to the operating income of the Community and to help pay for operating and capital costs. As such, interest income generated from the investment of the Entrance Fee will be paid to Sponsor for the benefit of the Community. In addition, at Sponsor's sole discretion, Entrance Fees may also be used to pay for project development costs, start-up deficits, interest expense, debt retirement, costs of future expansions, and other purposes Sponsor deems appropriate. No reserve funding will be specifically established pertaining to the Entrance Fee. In order to obtain permanent financing and to secure the lender or other party or parties who provide financing, Sponsor has pledged the receipts and revenues of the Community, including the Entrance Fees, to the extent allowable by law.

The Residency Agreement provides that ten percent (10%) of the Entrance Fee amount is due upon signing the Reservation Agreement and the remaining ninety (90%) is due the earlier of (i) occupancy of the Residence or (ii) at the end of the 60-day notice period that the Residence is available for occupancy. There is no ability to make installment payments.

All entrance fees paid prior to occupancy must be held in compliance with the requirements of New York State General Business Law §§352-e(2)(b) and 352-h.

In the event the Sponsor fails to deliver possession of the Residence for any reason prior to the beginning of the term of the Residency Agreement, the Resident shall have the right to rescind the Residency Agreement by giving the Sponsor written notice to such effect and to receive a full refund, with interest, within five (5) days after delivery of such notice to the Sponsor.

Entrance Fee Options

There are three (3) Entrance Fee options: (1) an 80% refundable contract, (2) a 50% refundable contract, and (3) a 0% refundable contract. The amount of the Entrance Fee varies by Residence type, and Prospective Residents may select one of the three (3) aforementioned Entrance Fee options at the time they enter into a Residency Agreement. The refundable percentage of the Entrance Fee stated in a Residency Agreement dictates what percentage of the total Entrance Fee is refundable to a Resident upon termination of their Residency Agreement (the "Entrance Fee Refund"). Prospective Residents should carefully review the terms of the Residency Agreement to

understand the circumstances in which the full amount of their Entrance Fee Refund may not be available to a Resident (e.g., if the Resident does not fully vacate the Residence, if Resident received financial assistance from the Sponsor at any point during their residency, if Resident caused damages to the Community's property beyond normal wear and tear, etc.).

Entrance Fees are per Residence, and not per person. A maximum of two (2) individuals can occupy a Residence.

Entrance Fees will be held in escrow until occupancy of the Residence. After occupancy, Entrance Fees will be released from escrow and eighty percent (80%) of the fee will be used to pay short term construction debt. The remaining twenty percent (20%) and any interest income earned on entrance fees will be used to meet debt requirements, and for other operating expenses. Entrance Fees collected on vacated Residences will be used to repay Entrance Fee refunds, and whatever remainder is swept into the operating account and used to cover the operating expenses of Providence, including long-term debt. Sponsor is obligated to provide Residents an annual certified accounting of the disposition of entrance fees and interest earned.

The project is expected to be financed by a tax-exempt bond offering. In order to obtain the bond financing, seventy percent (70%) of the Residences (i.e., $70\% \times 89 = 63$ Residences) must be pre-sold. A pre-sale is defined as a Residence with a signed Reservation Agreement and a ten percent (10%) deposit.

Monthly Service Fee

Each Residency Agreement provides that a Monthly Service Fee is to be charged for each Residence which is payable on the first day of each month for that month. Monthly Services Fees assume that each Residence has one (1) Resident. If a second Resident is accepted for residency in a Residence, payment of a second Monthly Service Fee will be required in addition to the Monthly Service Fee being charged for the first Resident. If two (2) Residents reside in a single Residence, said two (2) Residents will be jointly and severally liable for payment of Monthly Service Fees applicable to their Residence. Late payment charges will be assessed thirty (30) days from the date of the billing statement. The current Monthly Service Fees are set forth at Schedule A-1 of this Offering Plan at Section V. Monthly Service Fees vary by Residence type.

The Monthly Service Fee for Residences covers the following services and other expenses: routine maintenance inside and outside each Residence, weekly housekeeping, scheduled transportation to local services, security services, snow removal, trash removal, social, educational, and wellness activities and programs, emergency alarm response system, resident activities, meals, and administrative and operating expenses of the Sponsor, including real estate taxes which the Sponsor will incur in connection with the Property.

In addition, all utilities (including sewer, water, waste disposal, electricity, heating and air conditioning) are provided by Sponsor to Residents of Residences as part of the Monthly Service Fee.

The Monthly Service Fee does not include the following: premium cable television service, pharmacy, medical, dental or other health care services, shops on the premises, extra meal credits, additional housekeeping, laundry and linen services, personal transportation, personal laundry service (non-dry-clean items), personal transportation beyond the transportation scheduled by Providence, parking in the underground parking garage, extended dietitian services as recommended by Providence's dietary staff to assist in meeting special needs diet, extended room service to a Residence beyond fifteen (15) consecutive days, guest meals, care or treatment in the Assisted Living/Memory Care facility, and/or other services as may be provided from time to time.

The amount of the Monthly Service Fee shall be determined by the Sponsor and may be adjusted from time to time by the Sponsor. The Sponsor is required to give Residents at least thirty (30) days' prior written notice of any change in the Monthly Service Fee.

Sponsor is and shall remain responsible for the costs attributable to unrented Residences, such that each Resident's Monthly Service Fee will not be adversely affected by unrented Residences.

THE AMOUNT OF THE MONTHLY SERVICE FEE TO BE CHARGED TO RESIDENTS IS ESTABLISHED SOLELY BY THE SPONSOR AND IS NOT SUBJECT TO THE APPROVAL OF THE NEW YORK STATE DEPARTMENT OF LAW, THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL, OR ANY OTHER GOVERNMENTAL AGENCY OR AUTHORITY.

Each Resident shall be responsible for paying for any and all charges incurred by such Resident for services and facilities of Providence not specifically identified as included in the Monthly Service Fee. Sponsor will be responsible for the maintenance of all major appliances owned by Sponsor and referenced in this Offering Plan and in the Description of Property Report contained in Part II of the Plan.

Sponsor does not offer any specific manufacturer warranties as Sponsor is responsible for maintenance. Repairs or replacements required because of a Resident's negligence or abuse will be the responsibility of the Resident.

Refund of Entrance Fee

Pursuant to Section 5(B) of the Residency Agreement, each Resident, Resident's estate, Trustee or designated representative may be entitled to a refund of the Entrance Fee, in whole or in part, as follows:

- a. 100% refund of ten percent (10%) deposit within thirty (30) days if the Prospective Resident is not accepted for residency by the Sponsor.
- b. 100% refund of ten percent (10%) deposit within fourteen (14) day after the date the Residency Agreement is signed if the Prospective Resident elects to cancel the Residency Agreement, so long as the Prospective Resident provides written notice of cancellation to the Sponsor.
- c. 100% refund of ten percent (10%) deposit if the Residency Agreement is terminated by either party prior to occupancy.
- d. 100% refund of Entrance Fee Refund in the event of death of a Resident if said Resident is the only Residence occupying the Residence, or if there are two (2) Residents occupying the Residence, upon the death of the surviving Resident.
- e. 100% refund of Entrance Fee Refund in the event there is a material change in condition after Resident is accepted for residency so that at the time of occupancy the Resident is precluded from independent living for health reasons, as certified by a licensed physician.

No refund shall not be due or shall not be made until all of a Resident's personal property is removed and the Resident has vacated the Residence.

After possession, each Resident's Entrance Fee Refund Percentage will amortize at two percent (2%) on the 1st of each month until it has reached the Resident's agreed upon Entrance Fee Refund Percentage amount. See Paragraph 1 of the Residency Agreement.

Upon occupancy of a new Residence within the Community, and upon occupancy of the Resident's original Residence by a new Resident, the Resident who relocated will be entitled to a refund of the Entrance Fee for the Resident's original Residence in accordance with the terms of the Residency Agreement.

Financial Hardship

In keeping with the mission of the Sponsor entity, it is Sponsor's intent that Residency Agreements will not be terminated solely because of a Resident's financial inability to continue to pay the Monthly Service Fee(s) or other charges payable under the terms of the Residency Agreement by reason of circumstances beyond the Resident's control. If a Resident presents facts which, in Sponsor's sole discretion, justify special financial consideration, Sponsor will give careful consideration to subsidizing in part or in whole the Monthly Service Fee(s) and other charges payable by the Resident under the terms of the Residency Agreement, so long as such subsidy can be made without impairing Sponsor's ability to attain Sponsor's objectives while operating on a sound financial basis. Any determination with regard to the granting of

financial assistance shall be at Sponsor's sole discretion, and any decision to provide such financial assistance shall continue in effect only so long as Sponsor, in Sponsor's sole discretion, determines that Sponsor can continue to operate for the benefit of all Residents on a sound financial basis. The foregoing shall not qualify or limit Sponsor's right to terminate a Residency Agreement in accordance with its terms.

In the event Sponsor determines it will provide a Resident with any financial assistance or subsidy, said Resident shall agree that such amounts will be charged against the refund of the Entrance Fee paid by the Resident, including interest income lost as a result of applying a portion of the Entrance Fee to pay such amounts. Furthermore, Sponsor shall have the right to require the Resident to move to a smaller and/or less expensive Residence. The cost of any financial assistance provided by the Sponsor in excess of the refundable portion of the Resident's Entrance Fee shall be accrued and remain the Resident's obligation and/or the obligation of the Resident's estate.

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XIV. RESIDENTIAL SERVICES AND AMENITIES

The following services and amenities are provided to Residents within the Community. The costs associated with such services and amenities are included in the Monthly Service Fees paid by Residents, except for extra services, meals, and other amenities as specifically disclosed below. The Sponsor and/or the Community will contract with service providers and vendors for the Community. There will be no separate agreement between the contractors or vendors and the individual Residents.

Utilities

Sewer, water, waste disposal, electricity, heat and air-conditioning, and basic cable television will be provided to Residents as part of their Monthly Service Fee. Residents will be wired for basic cable television, phone, and internet; however, Residents may elect, at their own expense, to upgrade cable television, phone, and/or internet to premium service.

Meals

Providence will offer several dining venues, including a main dining restaurant, a casual pub and coffee shop, and a market. Breakfast, lunch, and dinner will be available at one or more of these venues daily. One (1) meal per Resident per day is included in each Resident's Monthly Service Fee. Residents will automatically be enrolled in the Flexible Meal Plan, which provides each Resident with a total monthly dining allowance. Additional meals and dining purchases will be available at an extra cost to the Resident, charged to the Resident's Flexible Meal Plan account against the dining allowance. Up to two (2) guest meals are included within each Resident's dining billing cycle. At each meal, Residents' first non-alcoholic beverage is included free of charge. Each additional cold beverage is available for an additional charge as set forth in the Resident Information Guide. Additional hot beverages are provided free of charge. All portion sizes follow standard recipes and portion guidelines. Additional portions are available to Residents for an additional charge. Carry-out containers will be available for a minimal container fee that will be billed to Residents separately. Residents may use their Flexible Meal Plan for dinner in the main dining room or for "plan allowable" food items in the market/deli. "Plan allowable" food items are those prepared by the Community's Dining Services associates. Prepackaged food and beverages, delivery charges, and catering charges are not "plan allowable." Meals can be delivered to Residents' rooms on a limited basis due to health reasons. Carry-out service for meals is available for Independent Living Residents and is offered daily. Residents may order a carry-out dinner from the daily menu and will be pre-packaged and ready for pick-up at the hostess stand in the Independent Living Dining Room. Special dietary needs of Residents will be accommodated within reason.

Amenities

The Monthly Service Fee includes use of the following amenities: weekly housekeeping, including changing bed linens, weekly laundry service for bed and bath linens; fitness center, including scheduled fitness classes, nutrition, active life, intellectual, and wellness activities; dining program and access and use of the various dining venues; dietitian services for a limited time when recommended by Providence's Health Care Navigator; room service for up to 15 consecutive days for medical reasons when recommended by Providence's Health Care Navigator; 24-hour monitored emergency call system in Residences; janitorial and maintenance services of buildings and Residences, including providing maintenance to appliances; storage areas for each Residence and use of all common areas.

As part of their duties and responsibilities, the licensed nurse employed by the Community on a full-time basis will act as the Community's Health Care Navigator. Use of the Health Care Navigator is optional. The Health Care Navigator is offered at the community and provides recommendations and suggestions regarding Residents' mentation (mental activity) and physical activity.

Transportation

Providence will provide group transportation to nearby grocery and retail stores, social and cultural events, medical facilities, and other local destinations on a regularly scheduled basis.

Security

Security services are offered by Sponsor with staff trained to ensure safety and assistance. This service is offered 24 hours/day, seven days/week. Each Apartment is equipped with an emergency response system that is activated internally to security.

The emergency response system provided to Residents allows for assistance in their Residence and in the public restrooms of Providence in the event of a health emergency. This system consists of a unit strategically located in the above areas which, when activated, notifies the staff and security. The cost of this service will be included in the Monthly Service Fee.

Police services are provided by the Menands Police Department.

Guests

Overnight guests are welcome and may stay with a Resident. Guests may not occupy a Residence for more than fourteen (14) consecutive days without obtaining Sponsor's prior written approval. Residents are responsible for the conduct of their guests and for payment of any charges incurred by their guests. The occupancy and use of personal service providers shall be governed by the Personal Service Providers

policy of the Community. Guests' vehicles parked overnight on the Community's grounds must be parked in designated guest parking spaces and must be registered with the reception desk. Children of families or guests are welcome to visit Providence. Children under 16 year of age must be accompanied by an adult while in common areas of the Community.

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XV. HEALTH CARE SERVICES

There are no health care facilities located within the Independent Living portion of the Community. The Community will include Assisted Living and Memory Care facilities as described herein. The Assisted Living and Memory Care facilities must be authorized by Public Health Law Articles 46 and 46-A and must be licensed by New York State. As of the date of this Offering Plan, Sponsor has not yet applied for the requisite licenses for operation of the Assisted Living and Memory Care facilities. Sponsor anticipates applying for the requisite licenses by July of 2026.

Upon execution of a Residency Agreement and payment of the applicable Entrance Fees, each qualifying Resident will receive a Health Care Benefit to be utilized towards future services in the Assisted Living Center or Health Center, as needed, including ten (10) lifetime days of free skilled nursing services in the Health Center and a twenty percent (20%) discount off of the then applicable fees for residency in the Assisted Living facility within the overall Community. The Health Care Benefit is personal to each Resident and is non-transferable. The Health Care Benefit terminates upon the death of the Resident or upon the Resident leaving the Community. Residents must be at least sixty-two (62) years of age to be eligible for the Health Care Benefit.

Other than the aforementioned Health Care Benefit, no health care services are provided as part of this Offering Plan. Care or treatment in the Assisted Living/Memory Care Facility will be available to Residents, if needed, at an additional fee. Prospective Residents should note that the expenses of the Assisted/Memory Care is a line item in the budget set forth as Schedule B, even though the cost of care or treatment in such facilities is an extra cost to Residents.

Alternate facilities providing higher levels of care in proximity to Providence are:

Samaritan Hospital-Albany Memorial Campus, located at 600 Northern Boulevard, Albany, NY, approximately 2.3 miles from the Community.

Albany Medical Center, located at 43 New Scotland Avenue, Albany, NY, approximately 4.3 miles from the Community.

St. Peter's Hospital, located at 315 South Manning Boulevard, Albany, NY, approximately 6.1 miles from the Community.

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XVI. STAFF

The Independent Living portion of the Community will not include any professional or licensed staff members. All health professionals and licensed staff described herein will be employed by the Sponsor to operate the Assisted Living and Memory Care portions of the Community.

The Community will include a receptionist will staff the front desk from 8am to 8pm on weekdays and from 9am to 7pm on weekends. Housekeeping staff will be on hand no less than 6 hours per week per Resident. The kitchen and dining room will be staffed 7 days per week during all meal hours. Staff will run fitness and other activities 7 days per week in accordance with the activities schedule of the Community, which schedule will vary on a regular basis.

As previously noted, there are no health care facilities within the Independent Living portion of the Community. The Assisted Living and Memory Care portions of the Community will provide twenty-four (24) hour on-site monitoring and case management services. Each resident within the Assisted Living and Memory Care portions of the Community will receive an individualized service plan. The Community will also provide residents within the Assisted Living and Memory Care portions of the Community health care services and assistance with activities of daily living to include medication management, assistance with grooming, mobility, dressing, personal hygiene, and toileting. Medication administration is available to Residents for a separate fee. The overall Community will employ a Case Manager who will be responsible for ensuring the availability of third party vendors including home health, hospice, and rehabilitation services. All services at the Community will be provided as required pursuant to issuance of an Assisted Living license and Enhanced Assisted Living Residence (EALR) certificate and in accordance with the requirements and regulations of the Department of Health. EALR certificates are issued by the New York State Department of Health (NYSDOH) and allow the certificate holder to provide a higher level of care than would be provided in a typical adult home, enriched housing, or normal assisted living facility. As a result, EALR certificate holders are able to serve individuals whose needs exceed the normal standards of services provided in such facilities (e.g., individuals needing assistance to walk or climb stairs).

The following professional staff is anticipated at Providence: Administrator, Case Manager, Licensed Nurse, Registered Nurse, Resident Care Aides, Home Health Aides, Activities Coordinator, Program Coordinator, Housekeepers, Dining Associates, Activities, Dietary Consultant. The Sponsor will maintain a copy of all licensed employees' licenses and certified employees' certifications. All hiring of employees of the Sponsor will be done in compliance with personnel requirements of Title 18.

The Sponsor will provide mandatory Emergency Preparedness and Disaster training to all employees. The Sponsor will conduct an initial program of orientation and in-service training for employees and volunteers which will include: orientation to the characteristics and needs of the population served; orientation to the Residents' rights

and the program's rules and regulations for Residents; orientation to the duties and responsibilities of all staff; orientation to the general and specific duties and responsibilities of the individual(s) being trained; training in emergency procedures, and certified personal care training if required by role.

Licensed staff will include licensed nurses (licensed by the NYS Department of Education), a licensed dietician (licensed by the NYS Department of Education), and a licensed administrator (licensed by the Board of Examiners of Nursing Home Administrators).

In addition to licensed staff, the Sponsor will provide qualified, trained staff sufficient in number based on community census and to meet the needs of the Residents based on their individual service plans. Daily staff will include a Case Manager (on staff during normal business hours), a Resident Care Aide (on staff no less than 6 hours per week/per Resident), and a Home Health Aide (on staff no less than 6 hours per week/per Resident). Evening and overnight staff will include: a Resident Care Aide (on staff no less than 6 hours per week/per Resident) and a Home Health Aide (on staff no less than 6 hours per week/per Resident).

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XVII. TERMINATION OF OCCUPANCY

From the effective date of the termination of a Residency Agreement, Resident shall have no further right to occupy the Residence, or any unit in the Assisted Living Center or the Health Center, or to receive any services or benefits pursuant to the Residency Agreement, except the right to receive the appropriate refund payment as set forth in the Residency Agreement. Upon termination of a Residency Agreement, Resident shall promptly vacate the Residence. In addition, Resident shall remain obligated to pay the Monthly Service Fee for as long as any of Resident's personal belongings remain in the Residence.

Termination Prior to Occupancy

Prospective Residents will be entitled to full reimbursement of any monies paid to Sponsor, without interest, within a reasonable period of time following Sponsor's receipt of a written termination of the Residency Agreement.

Prospective Residents who terminate a Residency Agreement within fourteen (14) days of the date the Residency Agreement was signed and Entrance Fee paid to Sponsor (the "Rescission Period") will be released from liability to pay to Sponsor any other amount under the Residency.

If a Prospective Resident who enters into a Residency Agreement becomes incapable of occupying the Residence because of illness, injury, death, and/or other circumstances beyond the Prospective Resident's control the Residency Agreement may be terminated by Sponsor in Sponsor's sole discretion, and the Prospective Resident will be entitled to a full reimbursement of any monies paid to Sponsor, without interest, within a reasonable period of time following Sponsor's receipt of written notice of termination.

Termination of Residency After Occupancy

Subsequent to a Resident taking occupancy of their Residence, the Residency Agreement may be terminated as follows:

1. The Residency Agreement shall terminate upon Resident's death if the Resident is the sole Resident of the Residence or upon the death of the surviving Resident if there are two (2) Residents occupying the Residence.
2. The Residency Agreement may be terminated by Resident at any time for any reason upon written notice to Sponsor and Resident's vacating the Residence, effective on the later of sixty (60) days from the date such notice is received by Sponsor, or another date specified in the notice.
3. Sponsor may terminate the Residency Agreement subsequent to the Resident's Occupancy Date for medical reasons, including, but not limited to, a situation

when the Resident's actions or health status constitutes a direct threat to the health or safety of other Residents/individuals or would result in substantial physical damage to the property of others and no reasonable accommodation can reduce or eliminate the threat. Should such a situation occur, Sponsor is expressly authorized to transfer Resident, at Resident's sole expense, to an appropriate hospital facility or alternative care facility.

4. Sponsor may terminate the Residency Agreement after the Resident's Occupancy Date for nonmedical reasons including, but not limited to the following:
 - a. A material misrepresentation or omission in the Resident's Confidential Application and/or related materials, which, if such information had been accurately provided, would have been material to the decision whether or not to accept Resident for residency;
 - b. If Resident fails to comply with the policies of the Community or creates a situation detrimental to Resident's health or safety or the quiet enjoyment of the Community or that of other Residents or the staff of the Community;
 - c. If Resident files for protection under the bankruptcy laws of the United States, under any chapter, or Resident conveys all of Resident's assets for the benefit of creditors, or Resident involuntarily files for bankruptcy law protection;
 - d. If Resident fails to pay the Monthly Service Fees or other amounts owed to Sponsor when due unless other mutually satisfactory arrangements have been made, which shall be deemed an event of default under the Residency Agreement;
 - e. Resident materially breaches the terms or conditions of the Residency Agreement, which shall be deemed an event of default under the Residency Agreement;
 - f. The Residence is no longer fit for occupancy, and Sponsor elects not to restore the Residence to habitable condition;
 - g. The Residence is no longer fit for occupancy, and Sponsor does not have another available Residence; and/or
 - h. Any other reason permissible under the law.

If Sponsor seeks to terminate the Residency Agreement and Resident's occupancy for nonmedical reasons, Sponsor shall give Resident sixty (60) days prior written notice of termination of the Residency Agreement which shall reasonably describe the conduct alleged to warrant the termination of the Residency Agreement

and shall set the time, place, and date for a meeting between Resident and representatives of the Community, which shall not be earlier than thirty (30) days nor later than forty-five (45) days after the notice of termination. At such meeting, Resident may avoid termination by demonstrating to Sponsor's reasonable satisfaction that Resident has cured the conduct alleged to warrant the termination.

In view of the foregoing terms of the Residency Agreement which set forth specific proceedings for termination of same, the Real Property Actions and Proceedings Law would not apply to any termination proceeding. Prospective Residents should consult with their attorney prior to executing a Residency Agreement to fully understand their rights and obligations pursuant to the terms of a Residency Agreement.

If a Resident's Residence is occupied by two (2) Residents and one (1) Resident dies, the Residency Agreement will continue in full legal force and effect as to the surviving Resident, except the Monthly Service Fee will be reduced by the current charge for second Resident's occupancy of the Residence. No refund of the Entrance Fee, if applicable, will occur until the surviving Resident vacates and all conditions of the Residency Agreement are met.

Termination of the Residency Agreement for whatever reason will not affect or impair the exercise of any right or remedy granted to Sponsor or Resident under the Residency Agreement for any claim or cause of action occurring prior to the date of such termination.

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XVIII. RESIDENTS' RIGHTS

The Community shall provide for a monthly Resident Forum at which Residents may discuss their interests and needs or voice concerns. Information about the Resident Forum will be made available to all Residents and included in the monthly calendar of the Community.

Sponsor reserves the right, in its sole discretion and without consent of the Residents, to revise the policies, house rules, and procedures regarding management and operation of Providence and of the Residences including but not limited to changes in the scope of services and Monthly Service Fees. Sponsor will provide at least thirty (30) days' advance notice to Residents before any change in the scope of care or services becomes effective, including charges for services. Sponsor will not unreasonably reduce the scope of care or services without reasonable cause. Reductions in scope of care or services resulting from changes in law are considered, without limitation, reasonable cause.

Occupancy of a Residence is limited to two (2) people. No person other than the Resident, or Residents, may occupy the Residence except with Sponsor's express written approval. In the event a Resident, after executing a Residency Agreement, wishes to add a second Prospective Resident to the Residence, the second Prospective Resident must meet the eligibility criteria set forth in the Residency Agreement. If accepted for Residency, payment of a second Monthly Service Fee will be required in addition to the Monthly Service Fee being charged for the first Resident. If the second Prospective Resident fails to meet the eligibility requirements, and Sponsor does not accept the second Prospective Resident as a Resident, the second Prospective Resident will not be permitted to occupy the Residence for more than thirty (30) days. Residences at Providence must be occupied by Residents having reached the age of 62 by the anticipated Occupancy Date, or, in the case of occupancy of a Residence by two (2) persons, by Residents where at least one (1) individual will be 62 years of age or older by the anticipated Occupancy Date.

If a Resident desires to share their Residence with a non-resident of the Residence, the non-resident must meet the qualifications for entrance to Providence and both the Resident and non-resident must execute a new Residency Agreement for the Resident. In such event, the Monthly Service Fee shall be adjusted to reflect the additional charge per month for a second Resident, and the former non-resident may be required to make an Entrance Fee. If the non-resident wishing to reside in the Resident's Residence does not meet the residency requirements for the Community, the Sponsor may, in its sole discretion, allow such person to reside in the Community; however, the non-qualified person may not have any rights or privileges under the Residency Agreement and may not be eligible for the services and benefits provided by the Community, depending upon the specific circumstances.

Residents may elect to relocate within the Community subject to availability, and at the sole discretion of the Community. In the event a Resident relocates within the

Community to another Residence, the Resident's Residency Agreement will be amended to reflect the change in Residence status through the execution of a Residency Agreement Transfer Addendum. The Resident will be required to pay the then-applicable associated Entrance Fee for the Residence to which the Resident relocates. A Resident wishing to relocate within the Community must provide the Community with reasonable advance notice of the Resident's request to move to allow for planning. In addition, the Resident wishing to relocate within the Community must agree to provide access to the Resident's existing Residence for viewing for potential new residents prior to the Resident's relocation, and to work with the Community to market the Resident's existing Residence. Upon occupancy of a new Residence within the Community, and upon occupancy of the Resident's original Residence by a new Resident, the Resident who relocated will be entitled to a refund of the Entrance Fee for the Resident's original Residence in accordance with the terms of the Residency Agreement. Upon relocation within the Community, the Resident will be obligated to pay the prevailing Monthly Service Fee for the Resident's new Residence. All costs of relocation, including any then-applicable transfer fee, will be at the Resident's sole expense.

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XIX. RIGHTS AND OBLIGATIONS OF SPONSOR

The Sponsor intends to finance the construction of Providence by a tax-exempt bond offering. In order to obtain bond financing, 70% of the Residences must be pre-sold. A pre-sale is defined as a Residence with a signed Reservation Agreement. Construction of Phase I will only begin once the pre-sale requirements are met.

If the Sponsor is unable to secure the minimum number of pre-sales to obtain bond financing for construction of the project, the offering plan will not be declared effective and an amendment withdrawing the plan will be filed with the Department of Law. Any deposits paid to secure a residence will be returned, with interest, to Prospective Residents within seven (7) days of filing the amendment of abandonment with the Department of Law. Purchasers should further note that the anticipated time frames for development of Providence are dependent on Sponsor obtaining bond financing.

Payment of the construction financing will be from a portion of the proceeds of the Entrance Fees. Eighty percent (80%) of the initial entrance fees will go toward paying own the short-term bonds (or about twenty-eight percent [28%] of the total cost of the project). Sponsor has the financial resources to meet its obligations. No bond or other security has been posted to secure Sponsor's obligations.

The Sponsor has reviewed the plans, specifications and drawings under which it will construct Providence. The Sponsor will build and complete Providence in accordance with the building plans and specifications identified in Part II Schedule F of this Offering Plan. In the future, Sponsor reserves the right to substitute equipment or materials of Equal or Better Quality and make modifications of layout or design. The Sponsor may not substitute equipment or materials of lesser quality or design or change the size or location of any Residence or of other improvements or common areas if such changes would adversely affect common areas or any Residence for which a Residency Agreement shall have already been executed and accepted by the Sponsor unless all affected Residents consent in writing to such change and all affected Prospective Residents who have executed Residency Agreement are given the right to rescind and receive a refund of all monies paid.

The Sponsor is obligated to fully repair all damage from a casualty or other cause that occurs before a Resident takes occupancy of their Residence. Prospective Residents have the right to have any damage repaired by Sponsor from a casualty or other cause occurring before the Resident takes occupancy of their Residence.

Sponsor will initially procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance. Sponsor's insurance coverage will not insure against loss of or damages to any Resident's personal property or possessions. Each Resident should obtain appropriate insurance coverage for their individual liability and their personal property.

In the event of the dissolution or liquidation of the Sponsor, the Principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all the obligations of the Sponsor for those Residences under the Offering Plan, applicable laws or regulations.

Sponsor will construct in accordance with the above referenced building plans, an 89 Residence retirement community consisting of 76 Independent Living Apartments, 13 Independent Carriage Home Residences, and community and amenity spaces which include: clubhouse, community garden, bocce ball court, dog park, firepit, tree grove, overlook, and walking loop trail. The overall Community will also include twenty-eight (28) assisted living units and thirty-six (36) memory care units, which assisted living units and memory care units are not part of this offering. In addition, Sponsor reserves the right, subsequent to the termination of the Ground Lease and upon its acquisition of the Property, to construct additional facilities and up to forty-four (44) additional Independent Living Carriage Home Residences on the property which subject to the terms of this Offering Plan. If Sponsor elects to construct additional Residences on the property, Sponsor will amend the Plan to disclose same prior to entering into any Residency Agreements for such additional Residences. Prospective Residents should note that in the event Sponsor does develop additional Residences on the property, the residents of said additional Residences will have access to the site amenities and facilities of Providence.

Sponsor agrees to warrant the materials and workmanship of each Residence. This warranty is for as long as the Resident is in occupancy and is current with all their obligations.

Sponsor agrees to pay for the authorized and proper work involved in the construction and establishment of the Residences that Sponsor is obligated to complete under the Plan and will cause all mechanic's liens with respect to such construction to be promptly discharged or bonded.

Sponsor agrees to make available to all Residents for inspection a set of "as-built" plans.

Sponsor has a right of access to repair and/or maintain the Residences. However, if a Resident must vacate their Residence, Sponsor will make accommodations for Resident at no additional charge.

As of the date of this Offering Plan, there are no existing mortgages or construction loans which exist as liens against the Property. In the event any mortgage or construction loan encumbers the Property at the time Sponsor commences construction, Sponsor will obtain the consent of the mortgagee or construction lender for the proposed use of the premises as a senior residence.

Building Plans

Site and building plans have been prepared, and Sponsor is making this offering based upon such plans as reflected in Schedule F in Part II of the Offering Plan. In the event that the plans and specifications as identified in Schedule F of Part II of this Offering Plan and the accompanying description of Providence materially change or are materially modified, Sponsor will file an amendment to the Offering Plan disclosing any material changes or modifications. Notwithstanding, Sponsor reserves the right to substitute equipment or materials of Equal or Better Quality and make modifications of layout or design.

Prospective Residents are advised that in New York, newly constructed and newly renovated buildings are sometimes offered as senior residential projects without a permanent Certificate of Occupancy ("PCO") covering the entire building but with only a temporary Certificate of Occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Certificates of Occupancy will be issued by the Village of Menands. A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the Village of Menands. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Residential Units. In New York, it is common for sponsors to commence leasing on Residences when some or all Residences are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the Village of Menands will issue the PCO within such two (2) year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for each building and shall exercise best efforts to obtain the PCO within such two-year period while keeping the TCO current. Residents shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

All interior maintenance will be included in the Monthly Service Fee. Major repairs to appliances after warranty expiration will be the responsibility of the Sponsor except that repairs to appliances which are made necessary by the negligence or misuse of Resident, Resident's family, servant, visitors, guests or pets shall be the responsibility of the Resident.

The property of Providence will be professionally landscaped with trees and shrubbery. Maintenance of the exterior of the Residences and the grounds will be the responsibility of the Sponsor, and the cost of such services will be included in the Monthly Service Fee.

Sponsor has retained Franciscan Sisters of Chicago Service Corporation (“FSCSC”) as the managing agent. FSCSC is affiliated with the Sponsor.

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XX. UPKEEP OF RESIDENCES AND RESTRICTIONS ON OCCUPANCY

Repairs

The Monthly Service Fee paid by the residents includes routine maintenance inside and outside each Residence. Any repairs to the Residence, appliances, or Providence resulting from the misuse or negligence of the Resident, Resident's family, servants, visitors, guests, or pets of the Resident may be made by Providence at the sole expense of the Resident. The cost of such repairs will be made by the Resident to Providence as additional rent within ten (10) days after Providence mails, emails, or otherwise delivers its bill or statement itemizing such costs to the Resident at the Residence address or, in the case of an email, to the Resident's email address. Except as otherwise agreed, there will be no allowance to the Resident and no liability of Providence to the Resident because of an inconvenience or annoyance arising from repairs, changes, or additions to Residences or to Providence made by Providence. The Sponsor will not be responsible to Resident for damage caused by other Residents or persons on the premises.

Additions, Alterations, Improvements

Residents will have the exclusive use of their Residences. A Resident may make alterations, including alterations pursuant to the Americans with Disabilities Act, to a Residence at Resident's expense, subject to Sponsor's prior written approval. Any approved alteration will be performed either by Sponsor's maintenance staff or by a contractor approved by Sponsor. Residents, for safety reasons, will not be permitted to replace or add any locking devices or electronic security features in their Residences. Upon termination of a Residency Agreement, a Resident may, in the sole discretion of the Sponsor, be required to return the Resident's Residence to the original design at Resident's cost. In addition, Sponsor reserves the right to charge Resident a refurbishment fee, as allowed by law. For Residents' safety, Residents agree not to replace the existing, or install any additional, locking devices to their Residence.

Restrictions on Occupancy and Use

Occupancy

Occupancy of a Residence is limited to two (2) people and is subject to the age restrictions of the Community Residences which require that Residences be occupied by Residents having reached the age of 62 by the anticipated Occupancy Date, or, in the case of occupancy of a Residence by two (2) persons, by Residents where at least one (1) individual will be 62 years of age or older by the anticipated Occupancy Date. No person other than the Resident, or Residents, may occupy the Residence except with Sponsor's express written approval. In the event a Resident, after executing a Residency Agreement, wishes to add a second Prospective Resident to the Residence, the second Prospective Resident must meet the eligibility criteria set forth in the Residency Agreement. If accepted for Residency, payment of a second Monthly Service

Fee will be required in addition to the Monthly Service Fee being charged for the first Resident. If the second Prospective Resident fails to meet the eligibility requirements, and Sponsor does not accept the second Prospective Resident as a Resident, the second Prospective Resident will not be permitted to occupy the Residence for more than thirty (30) days.

Residences are for Residential occupancy only. Residences cannot be used in a manner violating zoning restriction or be used for any illegal or offensive uses.

Pets

Residents may have pets in their Residence, subject to the pet policy of the Community. The Executive Director may authorize a Resident to keep one (1) domestic dog with a maximum weight of 40 pounds at maturity, one (1) domestic declawed cat, up to two (2) domestic caged birds, and fish in a tank with a maximum capacity of 20 gallons. Residents keeping a pet(s) will be required to execute a Pet Addendum to the Residency Agreement. Residents will be fully responsible for their pet(s) and, pursuant to the terms of the Residency Agreement, will be obligated to fully indemnify Sponsor for any actions of Resident's pet. Residents will be obligated to repair, at their sole cost, any and all damage caused by a Resident's pet, including, but not limited to damage to the building, grounds, flooring, trim, finish, tiles, carpeting, and any other accessories as identified by the Executive Director. Appropriate documentation and/or evidence of vaccination, and freedom from fleas and tickets must be provided by Resident to the Community on an annual basis.

Subleasing and Assignment

Residents may not sublease or assign the Residency Agreement to their Residence.

Duty to Obey Laws

Resident must obey Village, Town, State, and Federal laws, and orders and regulations of the New York State Board of Fire Underwriters which affect the Residence and the Sponsor, and must comply at Resident's expense with all notices given to Resident which arise from Resident's improper use of the Residence or Providence. The Sponsor has the right to terminate a Residency Agreement and recover possession of the Residence in the event of conduct by Resident which: (i) violates government laws, orders or regulations or the rules of the Residency Agreement; (ii) makes the Residence or Providence unfit for human habitation; or (iii) results in conditions which are dangerous, hazardous or detrimental to the proper enjoyment of Residents at Providence by other Residents.

Tobacco-Free Campus

All Residents and guests are prohibited from smoking and using any other forms of tobacco products on the Providence campus. No smoking will be allowed in any common areas, buildings, or individual Residences on the campus by any party, including Residents, their guests, or employees.

Rules and Regulations

Resident will abide by Providence's policies, house rules, and procedures contained in a Resident Information Guide, which will be provided to each Resident prior to occupancy and which may be amended from time to time by written notice to Resident. A copy of the Resident Information Guide is contained in Part II of the Plan as Schedule G. Resident consent or approval is not required for implementation of changes to policies, house rules, and/or procedures regarding payment and operation of Providence. Sponsor has complete decision-making authority regarding the management and operation of Providence.

Overnight guests are limited to thirty (30) days per year. Vehicle passes are required if a guest wants to park on the property. Children under 16 years old must be accompanied by an adult while in the common areas of the Community.

Residents and their guests have use of the common areas. Some areas, like dining, may be restricted to certain hours of operation. All parking is designated as Resident parking, stall parking, or guest parking and should be used as designated.

Insurance

During the term of a Resident's Residency Agreement, Resident shall obtain and maintain in force Medicare Parts A and B (or an equivalent substitute policy approved by Sponsor) and any future program that may be offered by Medicare and may be reasonably required by Sponsor. Residents shall also maintain appropriate supplemental insurance coverage and shall furnish evidence of such insurance coverage upon the request of Sponsor. In the event a Resident is not qualified for Medicare coverage because of the Resident's age, said Resident will be required to maintain comprehensive health coverage satisfactory to Sponsor and shall provide evidence of such insurance coverage upon the request of Sponsor. Residents are required to execute all necessary forms to obtain payment of benefits which are or may be payable in the future for healthcare services provided hereunder to Resident. Residents are responsible for paying for all healthcare services that are not covered by Medicare, Medicare supplemental insurance, or by Sponsor.

In addition, each Resident should obtain appropriate insurance coverage for their individual liability and their personal property.

XXI. PRE-OCCUPANCY RIGHTS AND OBLIGATIONS

Sponsor is obligated to fully repair all damage from a casualty or other cause that occurs prior to occupancy by Resident. All residences are to be maintained in "move-in" quality and will be delivered to Resident in superior condition.

No occupancy at Providence will commence prior to the Offering Plan being declared effective, as set forth in Section XII. The Offering Plan must be declared effective when eighty percent (80%) of the available Residences are reserved. Sponsor does not anticipate occupancy of any Residences at Providence until seventy percent (70%) of available Residences are reserved. The seventy percent (70%) occupancy rate is based on requirements of tax-exempt bond offering.

Occupancy of a Residence will take place only concurrently with the issuance of a temporary or permanent certificate of occupancy for the entire project or issuance of a temporary or permanent certificate of occupancy for the Residence to be occupied or for the building in which the Residence is located.

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XXII. TAX IMPLICATIONS

After occupancy, the portion of Residency Fees which is refundable may be subject to Internal Revenue Code §7872 provisions governing “below market interest loans.” If so, Residents may be deemed to have received interest payments from Sponsor at the applicable federal rate of interest after the Resident’s Occupancy Date. Residents may have to report the imputed interest as income even though Residents will not in fact receive any money from Sponsor for interest after the Resident’s Occupancy Date. Residents should consult with their tax advisers or attorneys to determine what, if any, effect this provision may have on their individual tax situations.

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XXIII. OPINION OF COUNSEL

RICHARD HERZBACH
PARTNER
DIRECT DIAL 516.296.7006
rherzbach@certilmanbalin.com

September 22, 2025

Franciscan Communities, Inc. II
11500 Theresa Drive
Lemont, IL 60439

Re: The Providence, A Franciscan Community

To Whom It May Concern:

We have acted as your counsel in connection with the compilation of the Offering Plan and related materials for The Providence, A Franciscan Community ("Providence") consisting of up to eighty-nine (89) residences (the "Residences") and the common facilities located on Menand Road in the Village of Menands, County of Albany, State of New York, for which you are Sponsor. We render this opinion based on a review of the Residency Agreement, the application provisions of the Internal Revenue Code, the New York State Tax Law, Article 23-A of the General Business Law, and other applicable laws and rules, and the title report prepared by SMPR Title Agency, Inc., 50 Chapel Street, Albany, NY 12207. This opinion is not a guarantee of outcome.

Based upon our examination of applicable provisions of the Internal Revenue Code, the New York Tax Law, and Article 23-A of the General Business Law, it is our opinion that under the law in effect as of the date hereof:

1. The Residency Agreement, when signed, will constitute a legal and valid obligation upon the part of Resident and Sponsor.
2. No Resident of a Residence will be entitled to itemize the following as deductions for federal or state income tax purposes:
 - (a) the amount of state and local real property taxes that are paid by Resident of a Residence as a component of rent for Resident's Residence; and
 - (b) the amount of interest paid by the Resident as a component of Resident's Monthly Service Fee on Sponsor's indebtedness incurred to construct The Providence, A Franciscan Community.

3. Each Resident of a Residence at Providence that pays an Entrance Fee which is refundable, in whole or in part, may be subject to the imputed rules promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code §7872 provisions governing “below market interest loans.” If so, a Resident may be deemed to have received interest payments from Sponsor at the applicable federal rate of interest after the Occupancy Date. Residents may have to report the imputed interest as income even though Residents will not in fact receive any money from Sponsor for interest after the Occupancy Date. Residents should consult with their tax advisors or attorneys to determine what, if any effect this provision may have on their individual tax situations.


This opinion is based solely on the facts and documents referred to above and is not a guarantee. We have relied on the facts represented by Sponsor, the certifications of the professionals preparing the survey and title report, as well as the genuineness of the Sponsor’s signatures and the authority of the officers of the Sponsor to execute the certifications. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor’s counsel, the retirement community counsel, the sales representatives, or any other person be liable if the reason of future changes is in fact or applicable law, regulation, decisional law, or Internal Revenue Service rulings, or if the tax status should cease to meet the requirements contained in this opinion.

This opinion, or a reproduction thereof, may be inserted in the Offering Plan.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By:


Richard Herzbach, Partner

XXIV. IDENTITY OF PARTIES

Sponsor and Selling Agent

The Sponsor is Franciscan Communities, Inc. II, an Illinois not-for-profit corporation with its offices at 11500 Theresa Drive, Lemont, IL 60439I. The principals of the Sponsor are Regina Umanskiy, Robert M. Rosenberger, and Jeff Lundeen.

Regina Umanskiy is Vice President of Operations and Integrated Solutions at Senior Lifestyle Corporation. Ms. Umanskiy has over twenty (20) years of experience in not-for-profit and for-profit healthcare, including over ten (10) years acting as the executive director of several retirement communities in Ohio and Illinois.

Robert M. Rosenberger is an experienced strategic finance and accounting executive with over thirty (30) years of experience in healthcare leadership.

Jeff Lundeen is the National Director of Senior Living Development at The Weitz Company, based in Des Moines, Iowa. Mr. Lundeen has over thirty (30) years of experience in senior living development and management.

Neither the Sponsor nor its principals have been involved in the offer of any properties as cooperatives, condominiums or planned unit developments in the State of New York within the past five (5) years. The Sponsor and related entities have over one hundred (100) years of experience in developing and operating senior living facilities throughout the United States including Addolorata Village (Wheeling, IL), Franciscan Village (Lemont, IL), Marian Village (Homer Glen, IL), University Place in Indiana (West Lafayette, IN), and Mount Alverna Village (Parma, OH).

Neither the Sponsor nor its principals have any prior felony convictions. Neither the Sponsor nor its principals have any prior bankruptcies, convictions, injunctions, or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this proposed Offering Plan.

Attorneys

The law firm of Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554 has been engaged by the Sponsor regarding the preparation of this Offering Plan. The individual partner in said firm responsible for the preparation of the Offering Plan is Richard Herzbach, Esq.

The Brick Law Firm, P.C., with an address at 2 Computer Drive West, Suite 100, Albany, New York 12205, will act as Escrow Agent for Entrance Fee Deposits, as disclosed in Section X of the Plan.

The above law firms do not have any financial interest in the Property, the Sponsor, or any other party involved in this transaction, except for its fees for services rendered in connection with the Community.

Architect

The architect retained by Sponsor who prepared the description of Property Report is Perkins Eastman, 115 5th Ave, New York, New York 10003. The architect has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for their fee for services rendered in connection with the development of the project. Perkins Eastman was also the architect for 99 Hudson, Jersey City, NJ; Cielo, New York, NY; Centria, New York, NY; 650 Sixth Ave, New York, NY; 230 Riverside Drive, New York, NY; Jade at 16 West 19th Street, New York, NY; 303 East 33, New York, NY; 123 Third Avenue, New York, NY; 455 Central Park West, New York, NY; 90 William Street, New York, NY; 15 Union Square West, New York, NY; and 390 Wythe Ave, Brooklyn, NY.

Managing Agent

Sponsor has retained Franciscan Sisters of Chicago Service Corporation (“FSCSC”), an Illinois non-profit corporation and a related entity of Sponsor (the “Managing Agent”) to manage the Community. FSCSC will serve as the manager of Providence, and in connection therewith, to recommend and regularly evaluate Providence’s policies and goals, implement Providence’s policies, budgets and directives, manage the day to day operations of Providence in accordance with these policies, budgets and directives, and make recommendations as to the future operation of Providence.

A representative list of other properties the Managing Agent manages or has managed include Addolorata Village (Wheeling, IL), Franciscan Village (Lemont, IL), Marian Village (Homer Glen, IL), University Place in Indiana (West Lafayette, IN), and Mount Alverna Village (Parma, OH).

Neither the Managing Agent nor any of its principals have any prior felony convictions. Neither the Managing Agent nor any of its principals have any prior bankruptcies, convictions, injunctions, or judgments that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan.

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XXV. DOCUMENTS ON FILE

In accordance with Section 352-e(9) of the General Business Law of the State of New York, Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Schedules submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office for six (6) years from the date of the First Occupancy. In addition, a copy of this Offering Plan and the Schedules attached hereto is available for inspection at the offices of the Attorney General of the State of New York, 28 Liberty Street, New York, New York 10005.

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XXVI. GENERAL

Each statement in this Offering Plan with respect to a document attached hereto as a Schedule or Schedule is qualified in its entirety by reference to the Schedule or Schedule for a complete statement of its terms and conditions.

Pending Litigation

To the knowledge of the Sponsor and its principals, as of the date of this Offering Plan, there are no lawsuits, administrative or other proceedings now pending against the Sponsor, the property upon which Providence is to be constructed, or any person or persons, the outcome of which might materially affect this offering.

Prior Offerings

This property has not been the subject of any prior public offering except that this project was market tested pursuant to Cooperative Policy Statement No. 1 issued by the Attorney General's Office of the State of New York. No contracts or preliminary binding agreements have been entered into nor any money collected from Prospective Residents. None of the Residences offered for occupancy in the Plan have been occupied at any time on or after the date of submission of the Plan to the Department of Law. All Residences offered for occupancy in the Plan have remained vacant since the date of submission of the Plan to the Department of Law. Sponsor shall keep the Residences vacant until Consummation of the Offering Plan.

Non-Discrimination

In accordance with the provisions of the laws of the United States of America and the State of New York, the Sponsor represents that the Sponsor will not discriminate against any person because of race, creed, sex, sexual orientation, color, disability, marital status, national origin, or ancestry in the offering and acceptance of a Resident pursuant to a Residency Agreement. It is understood that Providence is offering housing for seniors in accordance with the provisions of the Fair Housing Act and therefore age of a resident is criteria for admission.

Amendment of Plan

Any material change in this Offering Plan shall be made by amendment hereto. If there is any material amendment to the Offering Plan which adversely affects the Prospective Residents, the Sponsor shall grant Prospective Residents a right of rescission within fifteen (15) days following presentation of the amendment. Any Prospective Resident who rescinds as a result of Sponsor's obligation to offer such right to rescind shall have a right to a refund of their deposit from the Sponsor subject to the refundability provisions for the tenure of the resident at Providence.

No person has been authorized to make a representation which is not expressly contained herein. This Offering Plan may not be changed or modified orally.

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XXVII. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Description of Property and Building Condition set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Building Condition. No rehabilitation will form a part of this offering. At the time this offering plan is accepted for filing, there are no structures existing that will form a part of this offering. Accordingly, no certificates of occupancy have been issued for the project.

Prospective Residents should be aware that they may be living in an active construction site after they take occupancy of their Residence, including during any period in the future in which the Sponsor has reserve the right to construct additional Residences or other facilities on the property. During periods of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Development and other inconveniences which are normal in a community undergoing construction.

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XXVIII. FINANCIAL FEATURES

The principals of Sponsor will not guaranty the financial obligations of Sponsor, including the obligation to refund Entrance Fees to Residents.

The construction and financing of the senior residential community is anticipated to take place in July of 2027. Presale requirements of at least 70% of all available Residences will be required before a financing commitment can be obtained. Sponsor will disclose the financing commitment and closing thereof by amendment to this offering plan duly filed with the Department of Law and served on all Prospective Residents.

The principals of the Sponsor are obligated to act in good faith in regard to Sponsor's obligations under the Offering Plan.

FRANCISCAN COMMUNITIES, INC. II
Sponsor

Date of Offering Plan: September 22, 2025
East Meadow, New York

OFFERING STATEMENT

THE PROVIDENCE, A FRANCISCAN COMMUNITY

96 Menand Road

Village of Menands, County of Albany, New York 12204

PART II

SCHEDULE C
RESIDENCY AGREEMENT

RESIDENCY AGREEMENT

This Agreement is entered into between _____ (individually and/or collectively "You," "Your," and/or "Resident") and NAME ("We," "Us," "Our" and/ or "Community"), which owns and operates a retirement community whose address is ADDRESS. The Community is owned and operated by Franciscan Communities, Inc. II, an Illinois not-for-profit corporation, whose corporate office is located at 11500 Theresa Drive, Lemont, Illinois 60439.

You may cancel this Agreement at any time prior to midnight of the fourteenth (14th) day after the date on which You sign this Agreement ("Rescission Period"). If You elect to cancel this Agreement, You must do so by written notice and will be entitled to receive a refund of amounts You paid, without interest, subject to the terms and conditions contained herein, other than any periodic charges applicable to Your occupancy of an independent living unit.

You accept financial responsibility for Your Residence on the Occupancy Date of this Agreement.

1. TERMS

- A. Occupancy Date:** _____
- B. Residence Number:** _____
- C. Residence Style:** _____
- D. Residence Modification Cost – Attachment A (if applicable):** _____
- E. Entrance Fee:** _____

All payments made toward the Entrance Fee prior to occupancy will be held in escrow in compliance with New York law (Section 352-e(2)(b) and 352-h). Following occupancy, the Entrance Fee will not longer be held in escrow and the required Entrance Fee Refund will be secured by the general funds of the Community.

- F. Reservation Deposit:** _____
- G. Amount of Entrance Fee due before Occupancy Date:** _____
- H. Entrance Fee Refund Percentage:** _____

After possession, your Entrance Fee Refund Percentage will amortize at 2% on the 1st of each month until it has reached your Entrance Fee Refund Percentage amount.

I. Healthcare Benefit:

Upon execution of this Agreement and payment of the applicable Entrance Fees, you each will receive a Health Care Benefit to be utilized towards future services in the Health Center, which includes assisted living / memory care services, including 10 lifetime days of free services in the Health Center and a 20% discount of off then applicable fees for residency in Health Center. This Health Care Benefit is personal to each Resident, is non-transferable, and terminates upon death of the Resident or leaving the Community. You must be at least sixty-two (62) years of age to be eligible for your Health Care Benefit.

- J. **Monthly Service Fee for One Person:** _____
 K. **Monthly Service Fee for Second Person:** _____
 L. **First month's Monthly Service Fee:** _____
 M. **Parking Fee (if applicable):** _____
 N. **Pet Deposit (if applicable):** _____
 O. **Other:** _____

2. ACKNOWLEDGMENTS

We request Your permission to use Your likeness and information about your activities in the Community as part of Our internal and external communications. If you agree, please initial next to each section below:

- A. **Photograph, Film, or Videotape.** The Resident authorizes the Community to include and use the likeness of the Resident in photographs, film, and/or videotape of the Community's activities and events. _____(initial)
- B. **Newsletter.** The Resident authorizes the Community to include and use the Resident's birthday and news of participation in activities in the Community's newsletter. _____(initial)

By agreeing to either section above, the Resident hereby releases any and all interest in the use of any photograph of Resident or his/her personal story as part of the Community's marketing or fundraising activities and acknowledges that he/she has not been promised any compensation in return for the use of this information. The Resident understands that the Community may disclose this information to the general public for marketing and fundraising purposes and recipients of this information may not be required to abide by applicable federal and state law governing the use and disclosure of this information. The Resident understands that this acknowledgement is voluntary, and the Community may not condition treatment, payment, enrollment, or eligibility for benefits on his/her initialing of this acknowledgement. The Resident has been informed and understands that this authorization can be rescinded by the Resident at any time.

3. APPLICATION AND ACCEPTANCE FOR RESIDENCY

Our obligation to provide services and facilities hereunder is conditioned upon acceptance of the Resident for residency in the Community in accordance with this Section. The decision to accept You for residency in the Community shall be at Our sole discretion.

- A. **Requirements for Acceptance for Residency.** You hereby represent and warrant that You have assets and income that are sufficient (under foreseeable circumstances and after provision for payment of Your obligations hereunder) to meet ordinary and customary living expenses after assuming occupancy.

- i. **Application.** You hereby certify to Us that all information reflected in the Confidential Application, including all personal financial data, is complete and accurate. The Confidential Application is considered as part of this Agreement and is incorporated herein by reference. You understand that the information being submitted will be relied upon by the Community, including, but not limited to, the financial information and that by providing the financial information You confirm that the assets outlined in the Confidential Application are to be devoted to covering the cost of Your services and care. You further acknowledge that the Community is relying upon this information in agreeing to admit You as a Resident and that if You take any action to divert such assets for any purpose other than for Your services and care at the Community, You will be in breach of this Agreement.
 - ii. **Age.** To be accepted for residency in the Community, You must be at least sixty-two (62) years of age at or before the Occupancy Date. In the event of joint occupancy, one of the occupants must be at least sixty-two (62) years of age before occupancy, subject to any other limitations imposed by Governmental Agencies.
- B. **Acceptance for Residency Conditional Upon No Material Changes Prior to Occupancy.** Acceptance of You for residency in the Community shall be conditioned upon no material change in the matters covered by the Confidential Application prior to the Occupancy Date. If there is any such material change prior to the Occupancy Date, We may request additional information to be provided or performed at Your sole expense. If there is a material change in condition after You are accepted for residency so that at the time of occupancy You are precluded from independent living for health reasons, as certified by a licensed physician, Your entire Entrance Fee, without interest, shall be refunded to You. However, You may elect not to terminate this Agreement and may elect direct admission into the Assisted Living Center or the Health Center at the appropriate level of care, as determined in Our sole discretion and upon completion of the applicable admission agreement.
- C. **Duty of Resident to Notify the Community.** You acknowledge and agree that We have relied upon all of the information contained in the Confidential Application completed by You to make a decision regarding acceptance of You for residency in the Community. Any misrepresentation or omission by You shall render this Agreement null and void at Our sole discretion. You agree to notify Us of any material change in any of the matters covered by, or reflected on, the Confidential Application.
- D. **Escrow and Trust Fund Provisions.** The Community shall comply with the escrow and trust fund requirements of GBL Sections 352- e(2-b) and 352-(h) and the Attorney General's regulations promulgated pursuant thereto as amended on November 14, 2012 as follows:

- a. **The Escrow Agent:** The law firm of Brick Law Firm, P.C., with an address at 2 Computer Drive West, Suite 100 Albany, NY 12205 and telephone number of 518-489-9423, shall serve as escrow agent ("Escrow Agent") for Community and Resident. The authorized signatories on the account authorized to withdraw funds are the members of the firm. The members of this firm are admitted to practice law in the State of New York. Neither the Escrow Agent nor its authorized signatories on the account are the Community, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.
- b. **The Escrow Account:** The Escrow Agent has established the escrow account at Pioneer Bank with a branch address located at 652 Albany Shaker Road, Albany, NY 12211(the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled " Broadview Senior Living at Purchase College IOLA Escrow Account" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit (the "Deposit"). The maximum Deposit insurance amount will be \$250,000. Any Deposit in excess of \$250,000 will not be insured. It is a Special Risk of this Offering Plan, that if an individual makes an Entrance Fee Deposit in excess of said amount for the purchase of a Unit, the excess amount will not be federally insured. Residents should also note that if the Resident has any accounts in the Bank where the funds are being held, the funds in those accounts will count towards the \$250,000 FDIC insurance limit.

All Deposits received from Resident shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Resident to the order of The Providence Escrow Account, as Escrow Agent.

The Escrow Account is an Interest-on-Lawyer Account ("IOLA") account consistent with Section 487 of the Judiciary Law of the State of New York. Pursuant to said law, all interest earned on the IOLA account will be paid to the State of New York.

- c. **Notification to Resident:** Within five (5) business days after the Residency Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Residency Agreement and place the Deposit into the Escrow Account. Resident shall be required to complete the Tender of Escrow Agreement. Within ten (10) business days of the placing of the Deposit in the Escrow Account, the Escrow Agent shall provide written notice to Resident and Community, confirming the Deposit. The notice shall provide the account number of the account.

The Escrow Agent is obligated to send notice to the Resident once the Deposit is placed in the Escrow Account. If the Resident does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Resident may cancel the Residency Agreement within ninety (90) days after tender of the Residency Agreement and Deposit to the Escrow Agent. Complaints concerning

the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Resident.

- d. Release of Funds:** All Deposits, except for advances made for Extras received in connection with the Residency Agreement, are and shall continue to be the prospective Resident's money, and may not be commingled with any other money or pledged or hypothecated by Community, as per GBL § 352-(h).

Under no circumstances shall Community seek or accept release of the Deposit of a defaulting prospective Resident until after occupancy in the Residence has commenced (Consummation of the Plan) Consummation of the Plan does not relieve the Community of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h .

The Escrow Agent shall release the Deposit Funds in escrow if so directed:

- (a) pursuant to terms and conditions set forth in the Residency Agreement upon Closing of Title to the Unit; or
- (b) in a subsequent writing signed by both Community and prospective Resident; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Resident and Community prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Community will not object to the release of the Deposit to:

- (a) a prospective Resident who timely rescinds in accordance with an

offer or rescission contained in the Plan or an Amendment to the Plan; and

- (b) all prospective Residents after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

Prospective Residents should note that it shall be an express condition of occupancy that the Resident sign the form contained in Part II as Schedule I which will enable the Escrow Agent to release the escrow funds, if not previously released as provided above.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

- e. **Waiver Void:** Any provision of any contract or agreement, whether oral or in writing, by which a prospective Resident purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Residency Agreement, Offering Plan or any amendments.
- f. **General:** Nothing contained herein shall diminish or impair the Community's statutory obligation to each prospective Resident pursuant to GBL § 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such prospective Resident. Consummation of the plan does not relieve Community of its obligations pursuant to GBL § 352-h. Funds from any Escrow Account remain the property of the prospective Resident until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Community or the Escrow Agent upon any bankruptcy, incapacity or death.

The Escrow Agent shall maintain all records concerning their Escrow Account for seven (7) years after release of the funds.

Upon the dissolution of the law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of the Escrow Account records by one of them or by the successor firm and shall notify the Department of Law of such transfer. Before funds are transferred to a new account, or if the escrow agent is replaced, the Plan will be amended to provide the same full disclosure with respect to the new account.

4. GENERAL SERVICES AND FACILITIES

- A. **Basic Agreement.** The Community seeks to provide a campus living environment for seniors, including quality residential housing and a wide array of personal services and amenities as outlined in this Agreement. Subject to the conditions contained in this Agreement, We agree to make available to You, an unfurnished independent living unit (a "Carriage Home", "Villa" or an "Independent Living Residence", collectively, a "Residence") in the Community and to provide You with the general services and amenities described in this Agreement.

In consideration of payment of an Entrance Fee and payment of the Monthly Service Fee, you will be entitled to occupy the identified Residence and to receive the services and use the facilities described in and according to this Agreement.

The right to occupy the Residence, to receive the services, and to use the facilities described in this Agreement shall apply exclusively to the named Resident hereunder, and to no other individual(s). No person other than the Resident entering into this Agreement shall be permitted to occupy the Residence without our express written permission as hereinafter provided.

- B. **Standard Residence Furnishings.** Your Residence is furnished at Our expense with the flooring, window coverings, refrigerator and freezer, stove and microwave oven, and an emergency call system. All standard residence furnishings are selected by the Community.
- C. **Parking.** Unassigned parking spaces are available to residents at no additional charge. Each Carriage Home has an attached garage.
- D. **Common Areas.** You will have use of Common areas in the Community in accordance with the Policies of the Community.
- E. **Included General Services.** We will provide You with the following services, which will be covered by the Monthly Service Fee and the Entrance Fee:
- i. **Dining Service.** The dining services program is described in the accompanying Resident Information Guide.
 - ii. **Housekeeping.** We will provide including vacuuming and light housekeeping.
 - iii. **Utilities.** We provide internet service, basic cable television service, heat and air conditioning, electricity, gas, water, sewer, and waste disposal, or Your Residence is wired for cable television and telephone service/communications though You are responsible for paying all telephone and premium cable television costs and fees.
 - iv. **Security and Emergency Call System.** Your Residence is equipped with smoke detectors and an emergency call system. Villas and Independent Living

Residences are also equipped with fire sprinkler systems. We monitor the emergency call system on a twenty-four (24) hour basis and coordinate responses as appropriate.

- v. **Laundry.** Laundry facilities are available.
 - vi. **Maintenance.** We maintain all buildings, grounds, and common areas, and We are responsible for providing repair, maintenance, and replacement of furnishings that We provide in Your Residence, provided such repairs, maintenance, and replacement are the result of normal wear and tear.
 - vii. **Mail.** A U.S. mailbox is provided for each Residence.
 - viii. **Transportation.** We provide local transportation to designated shopping centers, select local events, medical facilities, and other destinations based on resident demand and as determined by the Community.
 - ix. **Social, Education, and Wellness Program.** Our staff coordinates a variety of social recreational, educational, and cultural programs for those residents wishing to participate. In addition, the staff of the Community coordinates educational and screening programs promoting wellness and preventative health maintenance. Specific programs are based on residents' interest.
- F. **Resident Access/Safety Equipment.** The Resident acknowledges being provided Access/Safety Equipment from the Community. The Access/Safety Equipment may include any or all of the following: card access equipment, door key, key fob, and/or alert equipment. In the event that additional Access/Safety Equipment is required or requested by the Resident, the Resident agrees that such additional Access/Safety Equipment will be made and inventoried by the Community to ensure control over access to the Community at an additional fee due from the Resident to the Community. All Access/Safety Equipment shall be returned by the Resident when the Resident shall vacate the Residence. The Resident acknowledges that a charge for additional or lost Access/Safety Equipment shall be paid by the Resident.
- G. **Assisted Living, Memory Care Services and Home Healthcare.** If it is determined that You require assisted living or memory care in the future, We will offer to provide You these services in our health center ("Health Center"), as described below, subject to availability and subject to change in law.
- i. **Admission.** You will be given priority admission to the Health Center, respectively, to the extent allowed by licensure, law, and availability of space. You agree to make a temporary or permanent transfer to the appropriate level of care if You are unable to safely reside in Your Residence. All determinations concerning temporary or permanent transfers will be made to the extent feasible in consultation with You, Your family members or representatives, and Your primary physician, but the final decision related to a temporary or permanent transfer shall be made by the Community, in Our sole discretion.

- ii. **Home Healthcare.** Home healthcare services and any other services provided in Your Residence may be intermittent, short-term, or long-term in nature. As described in Our policy regarding Personal Service Providers, Residents are required to register with Us any home healthcare agency and/or any other care providers that deliver services on the premises of the Community. Any registration by Us in Your selection of any appropriate home healthcare agency and/or other care service provider shall in no way be deemed an endorsement of a particular service and/or provider. We shall in no way be deemed responsible for the acts or failure to act of any Personal Service Provider, home healthcare agency, and/or any other care provider and the Resident will release and hold Us harmless related to such services. You will be billed directly by the Personal Service Provider, home healthcare agency, and/or any other care provider and You are solely responsible for payment for any such services.
 - iii. **Reassignment.** In the event of single occupancy and You are admitted temporarily to the Assisted Living Center or the Health Center with a medical prognosis of recovery and an expected return to Your Residence, You shall retain possession of Your Residence and continue to be obligated for the Monthly Service Fees. However, if Your transfer to the Assisted Living Center or the Health Center is projected to exceed ninety (90) days, and, if within such ninety (90) day period, there is not a medical prognosis of recovery, and if in Our opinion, in consultation with You, Your family members or representatives, Your primary physician, and the Community's Executive Director, it is determined that You will not resume residency in Your Residence, We will have the right to take possession of and reassign Your Residence to a new resident. However, You may continue to hold the Residence, at Your discretion, for as long a period as You request but You will continue to be obligated to pay the Monthly Service Fee.
- H. **Other Services Available for an Additional Charge.** Charges for any additional services will appear on Your monthly bill in accordance with Our Services Schedule, included in the accompanying Resident Information Guide, and/or in effect at the time the services are rendered. These additional services and associated fees are subject to change at any time.
- I. **Alteration to Residence.** You may make alterations to Your Residence at Your cost, subject to the Policies of the Community and with Our prior written approval. Any approved alteration will be performed by Our maintenance staff or by a contractor that We approve. Any alterations of a permanent nature, including major appliances, become the property of the Community. Upon termination of this Agreement, You may, at Our sole discretion, be required to return Your Residence to the original design at Your cost. In addition, We reserve the right to charge You a refurbishment fee, as allowed by law. For your safety, You agree not to replace the existing, or install any additional, locking devices to Your Residence.
- J. **Advance Notice for Changes in Scope of Services.** We will provide at least thirty (30) days advance notice before any change in the scope of care or services becomes

effective, including charges for services. We agree not to unreasonably reduce the scope of care or services without reasonable cause. Reductions in scope of care or services resulting from changes in law are considered, without limitation, reasonable cause.

5. ENTRANCE FEE AND MONTHLY FEES

- A. **Occupancy Date.** Your Residence will be available for occupancy ("Occupancy Date") immediately upon Your execution of this Agreement. You agree to accept responsibility for the obligations under this Agreement effective on Your Occupancy Date. If the date that You take occupancy is different from the Occupancy Date, it must be previously approved by Us in writing. In any event, You are not required to move into the Community prior to the expiration of the fourteen (14) day Rescission Period. If You decide not to move into Your Residence on the Occupancy Date, Our obligation to provide services hereunder shall not be effective until You fully meet all conditions of occupancy.
- B. **Entrance Fee.** You agree to pay a non-transferable, non-interest-bearing deposit ("Entrance Fee") on or before your Occupancy Date. Your Reservation Deposit will be credited toward this Entrance Fee. Once paid, the Entrance Fee for Your selected Residence will not be increased or changed during the duration of this Agreement. The Entrance Fee shall in no way be considered or interpreted to be a security deposit.
- i. The Entrance Fee shall be Our property for use in accordance with the terms of this Agreement and shall not be subject to the claims of creditors of the Resident. The Entrance Fee may have a portion that is subject to refund to You in accordance with the provisions of this Section of this Agreement. No refund shall be due nor shall a refund be made until all of Your personal property is removed and You have vacated the Residence and/or Health Center.
 - ii. The purpose of the Entrance Fee is to generate investment income to contribute to the operating income of the Community and to help pay for operating and capital costs. As such, interest income generated from the investment of the Entrance Fee will be paid to Us for the benefit of the Community. In addition, at Our sole discretion, Entrance Fees may also be used to pay for project development costs, start-up deficits, interest expense, debt retirement, costs of future expansions, and other purposes We deem appropriate. No reserve funding will be specifically established pertaining to the Entrance Fee. In order to obtain permanent financing and to secure the lender or other party or parties who provide financing, We have pledged the receipts and revenues of the Community, including the Entrance Fees, to the extent allowable by law.
 - iii. If this Agreement is terminated prior to occupancy, the Entrance Fee shall be refunded in accordance this Agreement.

- iv. If You terminate this Agreement after occupancy or We terminate this Agreement for cause during Your occupancy, We will refund your Entrance Fee Refund, without interest and less any other amounts owed to us, upon completion of all of the following: (i) You have permanently vacated the Residence and/or Health Center unit; (ii) the Community's receipt of a fully-executed Agreement from a new resident for Your Residence unit; (iii) the new resident has taken occupancy of Your Residence unit; and (iv) the new Entrance Fee has been fully paid to the Community by the new resident.
 - v. We are entitled, at Our sole discretion, to off-set against the refund of the Entrance Fee any fees or amounts payable to us under this Agreement, including any charges deferred or unpaid or financial assistance provided. From the amount to be reimbursed pursuant to this Section, We may deduct and retain a sum equal to:
 - a. The amount of any Monthly Service Fees deferred, if any, by us on behalf of Resident.
 - b. Damages caused to the Community's property beyond normal wear and tear are Your or Your representative's responsibility. Regardless, the Resident or Resident's estate is responsible for any such damages caused to the Community's property beyond normal wear and tear and shall pay for the restoration or replacement of damaged property, based on the actual charge or cost to the Community for such restoration or replacement.
 - c. Any other money You owe to us for any reason whatsoever
- C. **Monthly Service Fees and Additional Fees.** The Monthly Service Fee shall be due beginning on the Occupancy Date and will be prorated, if necessary, on a daily basis for the first (1st) and last months of occupancy. We shall bill the Monthly Service Fee in advance to You on or before the first (1st) day of each month and You agree to pay such Monthly Service Fee on or before the tenth (10th) day of each month.
- Fees for additional services shall be charged in accordance with the Services Schedule, included in the accompanying Resident Information Guide. Charges for additional services shall be billed monthly and shall be payable to Us upon Your receipt.
- D. **Electronic Payment.** We offer residents the opportunity to pay their monthly bills electronically, via Automated Payment Program (ACH), an electronic payment method which allows for easy direct payments from Your banking account, or by credit card. Credit card payments will incur an additional three percent (3%).service fee.
- E. **Changes in Monthly Service Fees.** We may change the Monthly Service Fee upon thirty (30) days prior written notice to You.

- F. **Late Fee.** Any monthly statements not paid by the due date are subject to a late fee of three-hundred dollars (\$300.00), at our sole discretion. You hereby agree to pay such late fee. The Resident is responsible to pay any late charges and the cost of collection, including all attorney's fees and costs. You further agree to pay a service fee for any insufficient funds/returned checks.
- G. **Changes in Occupancy.** If Your Residence is occupied by two (2) Residents and one (1) Resident surrenders possession of the Residence to the other, other than by death or by a transfer, the obligations of the Resident remaining in the Residence under this Agreement remain in legal force and effect, except that the Monthly Service Fee will be reduced to the charge for single occupancy then in effect for the Residence. The Resident not remaining in the Residence will receive no services or benefits under this Agreement but will continue to be jointly and severally liable for the obligations of the Resident remaining in the Residence. No refund of the Entrance Fee will be made until the remaining Resident leaves and all conditions of this Agreement are met.

If the joint occupants of a Residence desire separate living accommodations in the Community, and one (1) Resident remains in the Residence designated hereunder, no refund of the Entrance Fee shall be made until the conditions of this Agreement are met and the Monthly Service Fee will be reduced to the charge for single occupancy then in effect for the Residence. Upon occupancy of the second (2nd) residence by the departing joint occupant, a new Agreement must be executed and submitted to Us for approval, accompanied by the current Entrance Fee for the second (2nd) living accommodation.

If You marry another resident, You may: (1) continue to maintain two (2) residences and pay the applicable Monthly Service Fee then in effect for each Residence; or (2) release either Residence occupied by You or Your spouse, and pay the applicable Monthly Service Fee for first (1st) and second (2nd) person occupancy then in effect for the Residence jointly occupied. If You and Your spouse choose to maintain two (2) residences, there shall be no refund of the Entrance Fee to either of You, and all benefits provided in each Agreement shall remain and continue in effect. If You and Your spouse choose to occupy one (1) residence, both You and Your spouse will be required to execute a new Agreement and the Entrance Fee for the residence vacated will be refunded, if applicable.

If You and a former non-resident (including a new spouse) desire to share the Residence, the former non-resident may become a resident and live in the Residence only if he/she meets the qualifications for entrance and both You and the former non-resident execute a new Agreement. In such event, the Monthly Service Fee shall be adjusted to reflect the additional charge per month for a second (2nd) person, and the former non-resident may be required to make an Entrance Fee.

If the former non-resident does not meet the residency requirements for the Community, We may, in Our sole discretion, allow such person to reside in the Community. However, this person may not have any rights or privileges under this

Agreement and may not be eligible for the services and benefits provided by the Community, depending upon the specific circumstances.

H. **Residents Who Become Unable to Pay.** In keeping with Our mission, it is Our intent that this Agreement will not be terminated solely because of Your financial inability to continue to pay the Monthly Service Fee or other charges payable under the terms of this Agreement by reason of circumstances beyond Your control. However, this Section shall not be construed to qualify or limit Our right to terminate this Agreement in accordance with its terms. If You present facts which, in Our sole discretion, justify special financial consideration, We will give careful consideration to subsidizing in part or in whole the Monthly Service Fee and other charges payable by You under the terms of this Agreement, so long as such subsidy can be made without impairing Our ability to attain Our objectives while operating on a sound financial basis. Any determination with regard to the granting of financial assistance shall be at Our sole discretion, and any decision to provide such financial assistance shall continue in effect only so long as We, in Our sole discretion, determine that We can continue to operate for the benefit of all residents on a sound financial basis.

If We determine to provide You with any financial assistance or subsidy, You agree that We such amounts will be charged against the refund of the Entrance Fee, including interest income lost as a result of applying a portion of the Entrance Fee to pay such amounts. Furthermore, We may require You to move to a smaller and/or less expensive residence. The cost of any such financial assistance provided in excess of the refundable portion of the Entrance Fee shall be accrued and remain Your obligation and/or the obligation of Your estate. You agree and instruct the administrator of your estate to take all necessary actions to repay any outstanding financial assistance from Your estate.

6. RESIDENT RIGHTS AND OBLIGATIONS

A. **Health Insurance.** During the term of this Agreement, You shall obtain and maintain in force Medicare Parts A and B (or an equivalent substitute policy approved by Us) and any future program that may be offered by Medicare and may be reasonably required by Us. You shall also maintain appropriate supplemental insurance coverage and You agree to furnish evidence of such insurance coverage upon Our request. If You are not qualified for Medicare coverage because of age, You will be required to maintain comprehensive health coverage satisfactory to Us and You agree to provide evidence of such insurance coverage upon Our request. You also agree to execute all necessary forms to obtain payment of benefits which are or may be payable in the future for healthcare services provided hereunder to You.

You will be responsible for paying for all healthcare services that are not covered by Medicare, Medicare supplemental insurance, or by Us as set forth in this Agreement. If You have any questions about such coverage, We will provide You with reasonable assistance in obtaining answers.

- B. **Power of Attorney; Guardianship.** You acknowledge that at some future time You may be unable by reason of mental or physical disability to properly handle Your own affairs and that it may be in Your best interest to have an attorney-in-fact or a guardian appointed to properly administer Your affairs. Therefore, You agree to designate in writing, prior to or at the time of entrance, person(s) who will have authority to act on Your behalf if You should at any time become unable to properly administer Your affairs. If You should thereafter become either physically or mentally unable to properly administer Your affairs, this designated person shall either commence administering Your affairs pursuant to the terms of a durable power of attorney or file a petition in a court of competent jurisdiction to have a guardian or conservator appointed to administer Your affairs. If the designated person(s) is unable or unwilling to file such a petition, You hereby authorize Us to do so at Your expense.
- C. **Healthcare Costs.** You acknowledge and agree that any and all expenses or charges that may be incurred by You or on Your behalf for costs not covered by this Agreement including, but not limited to, physician services, therapy services, podiatry services, diagnostic services, mental health services, medicines, prescription drugs, medical supplies, vitamins, crutches, braces, walkers, wheelchairs, special duty nursing services, hospitalization, care and treatment of eyes, ears and teeth, and any and all other personal medical expenses shall be Your sole responsibility. You shall be entitled to treatment by the physician and medical professionals of Your choice at Your sole expense. You agree to provide Us with the name and contact information of Your physician, any change in Your physician, and the name and contact information of an emergency physician, if required, in the event that Your physician is not available.
- D. **Resident Information Guide.** We will establish and adopt policies and procedures for occupancy, orderly operation, and management of the Community, which policies and procedures may be amended in Our sole discretion ("Policies"). The Policies will be published in writing in the accompanying Resident Information Guide and provided to You on or before the Occupancy Date. You agree to abide by and observe the Policies and any subsequent amendments. The Policies and the accompanying Resident Information Guide are hereby incorporated by reference. If the terms of this Agreement conflict with the Policies, the terms of this Agreement shall control. The Community's policies and procedures shall be subject to change without notice and shall not be construed as imposing any contractual obligations on the Community and/or shall not be construed as granting any contractual rights to the Resident.
- E. **Resident Negligence or Misconduct.** You agree to pay or reimburse Us for any loss, damage, injury, and/or expense suffered by the Community as the result of Your failure to comply with the Policies of the Community, the terms of this Agreement, or for Your negligence, misconduct, or willful acts, or for the failure of Your invitees or guests to comply with the Policies of the Community, and/or as a result of their negligence, misconduct, or willful acts. You shall at all times occupy and use the Residence in compliance with the Policies of the Community and shall at no time

conduct, perform, and/or allow to be conducted and/or performed any illegal activity on the Community's premises.

- F. **Non-Impairment of Financial Responsibility.** The Financial Disclosure You provided prior to executing this agreement is hereby incorporated by reference into this Agreement. The Parties agree that a complete and honest Financial Disclosure was material in the Community's agreement to enter into this Agreement. After execution of this Agreement, You agree not to impair Your ability to meet Your financial obligations under this Agreement and cause any act such that You would no longer meet the financial qualifications as set by the Community for Your Residence (e.g., transferring a resident's assets that had previously been disclosed as available for payment of monthly fees and expenses). You agree that all the assets identified in the Financial Disclosure will be used to satisfy your obligations under this Agreement. You agree to immediately notify Us in the event that Your financial position materially changes while You reside at the Community. You agree to immediately notify Us in the event the assets identified in your Financial Disclosure fall below a combined value of \$100,000.00. You may undertake or execute any financial transaction that You choose, without approval, as long as the transaction does not compromise Your ability to meet the financial qualifications of the Community.
- G. **Guests.** Occupancy of the Residence and use of the Community's facilities is limited to You and Your guests. Guests may not occupy Your Residence for more than fourteen consecutive (14) days without obtaining Our prior written approval. You will be responsible for the conduct of Your guests and for payment of any charges incurred by Your guests. The occupancy and use of personal service providers shall be governed by the Personal Service Providers policy of the Community.
- H. **Absence from the Community.** You agree to notify Us in advance of any contemplated absence from the Community.

7. TRANSFERS AND READMISSION

There may come a time when You require a move to the Assisted Living Center or the Health Center or to another facility that provides services not provided by the Community. We are aware that this is a critical transition, and We will follow the following procedures during any transfer or reassignment.

- A. **Consultations.** Before any transfer from Your Residence to the Assisted Living Center or the Health Center, or to a care facility or hospital that is not located in the Community, We anticipate a consultation with You, Your family members or representatives, Your primary physician, and the Community's Executive Director. In the case of an emergency transfer, We will schedule the consultations described above within a reasonable period after such transfer.
- B. **Criteria for Transfer.** Circumstances in which a Resident will require a transfer are those that are the result of a determination that the Resident's continued

residency in the Residence constitutes a direct threat to the health or safety to other residents/individuals, would result in substantial physical damage to the property of others and no reasonable accommodation can eliminate the threat or reduce the threat to an acceptable level.,

If We determine, after consultation, that a Resident requires a transfer: (1) from the Residence to the Assisted Living Center or the Health Center; or (2) to a care facility or hospital which provides services that the Community does not provide, the Resident will be relocated in accordance with Our decision. Such decision shall be made at the sole discretion of the Community based upon the care needs of the Resident and the services available at the Community, assisted living, and Health Center, and shall be final and binding.

- C. **Consents.** If We determine, after the consultations described above, to transfer You to the Assisted Living Center, the Health Center, or to a suitable care facility or hospital for healthcare or other health-related services, We are authorized to transfer You without having to obtain Your further consent. You shall be responsible for the cost of all services rendered in the Assisted Living Center, the Health Center, and/or any other facility to which You transfer. You will not be obligated to pay an additional Application Fee to Us for any additional services related to such transfer.
- D. **Temporary Transfer.** If We determine that the condition that requires Your transfer has the potential to be resolved in a manner that may allow You to return to Your Residence within ninety (90) days, the Residence will be held for Your return. (For purposes of this Agreement, transfers pursuant to this Section shall be defined as "temporary transfers.")
- E. **Availability of Residence Upon Permanent Transfer.** In the event of single occupancy and We determine that, following a transfer from Your Residence it is unlikely that You will return to it, such that the transfer is permanent in nature, Your Residence shall be released and made available to a new resident. In such event, We may enter into a new Agreement for occupancy of the Residence with another resident. It is Your or Your representative's responsibility to ensure that Your belongings are removed from the Residence. You will be obligated to continue to pay the Monthly Service Fee until such time as Your personal belongings have been removed from the Residence. You grant us the right to remove Your personal property from the Residence and to store it at Your expense. If, after a permanent transfer, You again meet the qualifications for entrance to independent living, in Our sole discretion, You will be given priority access status for the next available residence similar to the one relinquished.

You may continue to hold the Residence, at Your discretion, for as long a period as You request, but You will continue to be obligated to pay the Monthly Service Fee. You will provide the Community at least fifteen (15) days notice of your intent to vacate.

In the event of a permanent transfer when a Residence is occupied by more than one (1) person, both of whom have signed this Agreement, the remaining Resident shall have the option of: (i) retaining the same Residence with the Monthly Service Fee reduced to the charge for single occupancy then in effect for the Residence; or (ii) moving to a smaller residence, if available, and paying the current Monthly Service Fee and Entrance Fee for single occupancy of the new residence.

8. TERMINATION AND REFUNDS

From the effective date of the termination of this Agreement, You shall have no further right to occupy the Residence, or any unit in the Health Center, or to receive any services or benefits pursuant to this Agreement, except the right to receive the appropriate payment described below, and You shall promptly vacate the Residence. **Notwithstanding any other provision of this Agreement, You or Your representative shall remain obligated to pay the Monthly Service Fee for as long as any of Your personal belongings remain in Residence.**

A. Termination Prior to Occupancy.

- i. You will be entitled to full reimbursement of any monies paid to Us, without interest, within a reasonable period of time following Our receiving Your written termination of this Agreement. You will be released from liability to pay to Us any other amount under this Agreement if You terminate this Agreement prior to midnight on the fourteenth (14th) day from the date on which You signed this Agreement and paid the Entrance Fee (“Rescission Period”).
- ii. No interest shall be paid to You should You decide to terminate this Agreement during the Rescission Period.
- iii. If You become incapable of occupying Your Residence because of illness, injury, death, and/or other circumstances beyond Your control that in Our sole discretion entitles You to a refund, this Agreement may be terminated by Us in Our sole discretion, and You or Your legal representative will be entitled to a full reimbursement of any monies paid to Us, without interest, within a reasonable period of time following Our receipt of written notice of same. However, You may request that We not terminate this Agreement and may elect direct admission into the Assisted Living Center or the Health Center at the appropriate level of care, as determined in Our sole discretion.

B. Termination of Residency After Occupancy. After You have assumed occupancy of Your Residence, this Agreement is subject to termination as follows:

- i. This Agreement shall terminate upon Your death, if You are the only Resident hereunder, and upon the death of the surviving Resident, if there are two (2) Residents hereunder.

- ii. You may terminate this Agreement at any time for any reason by delivering written notice to Us and departing the Residence, such termination to be effective on the later of sixty (60) days from the date such notice is received, or another date specified in the notice.

- iii. We may terminate this Agreement subsequent to the Occupancy Date for medical reasons, including, but not limited to, situation when the Resident's actions or health status constitutes a direct threat to the health or safety of other residents/individuals or would result in substantial physical damage to the property of others and no reasonable accommodation can reduce or eliminate the threat. Should such a situations occur, We are expressly authorized (in consultation, if appropriate and to the extent feasible, with Your family members or representatives, Your primary physician, and the Community's Executive Director) to transfer You, at Your sole expense, to an appropriate hospital facility or alternative care facility.

- iv. We may terminate this Agreement after the Occupancy Date for nonmedical reasons including, but not limited to the following:
 - a. A material misrepresentation or omission in the Confidential Application and/or related materials, which, if such information had been accurately provided, would have been material to the decision whether or not to accept You for residency;
 - b. If You fail to comply with the Policies of the Community or create a situation detrimental to Your health or safety or the quiet enjoyment of the Community or that of other residents or the staff of the Community;
 - c. If You file for protection under the bankruptcy laws of the United States, under any chapter, or You convey all of Your assets for the benefit of creditors, or You involuntarily file for bankruptcy law protection;
 - d. If You fail to pay the Monthly Service Fee or other amounts owed to Us when due unless other mutually satisfactory arrangements have been made;
 - e. You materially breach the terms or conditions of this Agreement;
 - f. The Residence is no longer fit for occupancy, and We elect not to restore the Residence to habitable condition
 - g. The Residence is no longer fit for occupancy, and We do not have another available residence; and/or
 - h. Any other reason permissible under the law.

If We seek to terminate this Agreement and Your occupancy for nonmedical reasons, We shall give You sixty (60) days prior written notice of termination which shall reasonably describe the conduct alleged to warrant the termination of this Agreement and shall set the time, place, and date for a meeting between You and representatives of the Community, which shall not be earlier than thirty (30) days nor later than forty-five (45) days after the notice of termination. At this meeting, You may avoid termination by demonstrating to Our reasonable satisfaction that You have cured the conduct alleged to warrant the termination.

- C. **Effect of Double Occupancy.** If Your Residence is occupied by two (2) Residents and one (1) Resident dies, this Agreement will continue in full legal force and effect as to the surviving Resident, except the Monthly Service Fee will be reduced by the current charge for second (2nd) person occupancy of the Residence. No refund of the Entrance Fee, if applicable, will occur until the surviving Resident vacates and all conditions of this Agreement are met.
- D. **Right of Offset; Other Rights.** Termination of this Agreement for whatever reason will not affect or impair the exercise of any right or remedy granted to Us or You under this Agreement for any claim or cause of action occurring prior to the date of such termination.
- E. **Relocation.** You may elect to relocate your Residence within the Community subject to availability, and at the sole discretion of the Community. This Agreement will then be amended to reflect the change in Residence status through the execution of a Residency Agreement Transfer Addendum. You will be required to pay the then applicable associated Entrance Fee for the unit that You relocate to. You agree to provide the Community with reasonable advance notice of Your request to move to allow for planning. You further agree to provide access to Your existing Residence for viewing for potential new residents prior to Your relocation, and to work with the Community to market Your existing Residence. You will be entitled to the refund of the Entrance Fee for Your original Residence in accordance with this Agreement based upon the occupancy of a new resident in Your original Residence.

You will be obligated to pay the prevailing Monthly Service Fee for the new Residence. You agree that all costs of relocation will be at Your sole expense, and You agree to pay a transfer fee at the then prevailing rate for any such relocation.

9. MISCELLANEOUS

- A. **Jointly and Severally Liable.** When the Resident under this Agreement consists of more than one (1) person, the rights and obligations apply to each person, individually and jointly. Each person who is designated as a Resident to this Agreement is jointly and severally liable for the payment of the Monthly Service Fee, fees for additional services, and all other amounts required to be paid pursuant to this Agreement. If it is necessary for Us to institute legal action or other proceedings to recover amounts due under this Agreement, We also

will be entitled to recover all legal fees and costs incurred in connection with such proceedings. This provision will survive any termination of this Agreement.

- B. **Resident's Interest.** You do not have any property interest in the Community or Our assets or properties by virtue of this Agreement. You agree You shall not pledge, mortgage, and/or use this Agreement and/or Your Residence as a security interest, and that no one to whom You owe money or who may have some other claim against You may make or file any claim, lien, and/or attachment against this Agreement and/or Your Residence.
- C. **Excluded Services.** You will be an independent living resident of the Community. As such, care in Your Residence does not include assisted living or healthcare services, the Community cannot assist with activities of daily living in the Residence, and the Community is not responsible for transporting You to the hospital or to Your physician's office.
- D. **Responsibility for Protection of Resident's Property.** We shall not be responsible for damage or loss to any personal property belonging to You caused by fire, flood, storm, or other casualty, or by leaking of water, bursting pipes, theft, or any other cause. You shall be solely responsible, at Your sole expense, for insuring against property damage or loss and personal liability to others. In the event of Your death or transfer from the Community, We will exercise ordinary care in temporarily safekeeping Your personal property. You or Your representative will remain obligated for the payment of the Monthly Service Fee for as long as Your personal property remains in the Residence.
- i. At such time as You no longer pay the Monthly Service Fee, You or Your representative are obligated to immediately remove the personal property in the Residence. If such personal property is not removed within five (5) business days of Your termination of this Agreement, We reserve the right, at Our sole discretion, to have such property placed in storage at the expense and risk of You and/or Your estate. Regardless of the requirements of this Section, You may continue to maintain Your Residence for as long as You desire as long as You continue to pay the Monthly Service Fee associated with the Residence.
 - ii. Personal property not claimed by You or Your representative within thirty (30) days may be accepted by the Community, at the Community's sole discretion, as a donation. A disposal fee will be assessed that will be deducted from your Entrance Fee or, if necessary, billed to you or Your estate.
- E. **Pets.** We will allow You to have a pet in Your Residence subject to the then applicable pet policy. You agree to be fully responsible for Your pet and will fully indemnify Us for any actions of Your pet.
- F. **Right of Entry.** You hereby authorize Our employees and agents to enter Your Residence to provide services, repairs, maintenance, alterations, pest control, and/or inspection, and to respond to any perceived medical or other emergency.

- G. **Damage to Residence.** If Your Residence is damaged by fire, flood, storm, or other casualty or cause and We elect not to terminate this Agreement, We will, at Our expense, proceed diligently to repair and restore Your Residence. If Your Residence is uninhabitable during the repair, We will relocate You to a comparable type of Residence in the Community, if available, or, if not, We will try to relocate You temporarily to any other available residence in the Community and the Monthly Service Fee will be adjusted for the type of residence You temporarily occupy.
- H. **Relocation for Community Renovations.** We reserve the right, in our sole discretion, to relocate You to a comparable residence within the Community if such relocation is deemed necessary to accommodate renovations, remodeling, or other changes to the Community. The new unit will be comparable in size, layout, and amenities, subject to availability. We will coordinate and pay the reasonable costs of the move, and if no comparable unit is available, will work with You to find a suitable alternative within the Community. Such relocation will not result in an increase in the Resident's monthly fees beyond standard adjustments applicable to all residents.
- I. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all previous representations, understanding, and/or agreements, oral or written, between the parties to the Agreement.
- J. **Modifications.** The Community reserves the right to modify the terms of this Agreement to any changes in law or regulation. To the extent reasonably possible, the Community will give the Resident thirty (30) days' advance written notice of any such modifications.
- K. **Assignment.** This Agreement is assignable by Us without Your prior consent. The provisions of this Agreement are not assignable or transferable in whole or in part by You and You have no right to sublet Your Residence.
- L. **Severability.** The various provisions of this Agreement shall be severable one (1) from another. If any provision of this Agreement is found by a court or administrative body to be invalid, the other provisions shall remain in full force and affect as if the invalid provision had not been a part of this Agreement.
- M. **Subordination.** Your rights under this Agreement will be subordinate to any mortgage, security interest, pledge, and/or other lien that now or in the future encumbers all or any part of Our assets and shall be further subordinate to any mortgage, security interest, pledge, and/or other lien hereafter placed on all or any part of Our assets. You agree to execute, acknowledge, and deliver such subordination agreements as any lender or future lender shall reasonably require in order to establish the priority of any such lien.
- N. **Nondiscrimination.** The Community will be operated on a non-discriminatory basis and will provide the facilities and services described in this Agreement to individuals regardless of race, color, sex, marital status, religion, creed, ancestry, disability, national origin, sexual orientation, or status with regard to public assistance or any other status as described by law.

- O. **Notices.** Any notice, payment, or communication required or permitted in this Agreement to Us by You will be given in writing and mailed or delivered to Us at the administrative office or at such other address as We may designate in writing. Any notice to You by Us will be given in writing and mailed or delivered to Your Residence or at such other address as You may designate to Us in writing.
- P. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of New York and shall be binding upon and benefit each of the undersigned parties and their respective heirs, personal representatives, successors, and assigns.
- Q. **Third-Party Rights.** No other persons or entities other than You and the Community have any rights or obligations under this Agreement.
- R. **Waiver of Provisions.** The Community reserves the right to waive any obligation of the Resident under the provisions of this Agreement in Our sole and absolute discretion. No term, provision, and/or obligation of this Agreement shall be deemed to have been waived by the Community unless such waiver is in writing by the Community. Any waiver by the Community shall not be deemed a waiver of any other term, provision, and/or obligation of this Agreement, and the other obligations of the Resident and this Agreement shall remain in full force and effect.
- S. **Right of Subrogation.** Should You be injured by a third-party and such injury requires Us to arrange healthcare services under this Agreement, the Community shall be subrogated, to the extent allowed by law, to Your rights against such other third-party to the extent necessary to reimburse Us for the costs incurred in providing care services under this Agreement. To the extent allowed by law, this right of subrogation authorizes Us to institute legal action in Your name. However, such action shall not cause or result in a compromise, waiver, or release of any causes of action that You may have against such third-party for such injuries.
- T. **Certain References.** Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice-versa. All references to the masculine, feminine, or neuter genders herein shall include any other gender, as the context requires.
- U. **Limitation on Damages.** In no event shall You be entitled to recover from the Community special, punitive, incidental, or consequential damages arising out of or relating to a breach by the Community under this Agreement, even if You have been advised of the possibility of such damages.
- V. **Indemnification.** You shall be responsible to pay for any damages and/or injuries caused by You or Your guests to other persons, residents, staff, the Community, and the Community's members, affiliates, officers, directors, employees, and/or agents (collectively, the "Community's Indemnified Parties"). You shall indemnify and hold harmless from any claims, actions, or proceedings against the Community's Indemnified Parties. For the purpose of this provision, such indemnification shall include, but not be limited to, the payment of attorneys' fees and expenses associated with any such claims,

actions, or proceedings. Without limiting the foregoing, the Community's Indemnified Parties shall provide You with prompt written notice of any such claim, actions, or proceedings against the Community's Indemnified Parties.

- W. **Review and Consultation.** You hereby acknowledge and agree that You: (1) have read this Agreement in its entirety prior to executing it; (2) understand the provisions and effects of this Agreement; and (3) have consulted with such attorneys, accountants, and/or other advisors as You have deemed appropriate in connection with Your execution of this Agreement.
- X. **Headings.** The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.
- Y. **Continuing Disclosure.** Our policy is to comply with regulatory requirements at a Federal, state, and local level. As such, We will provide You with access to Our audited financial statements and any other required disclosure documents prior to executing this Agreement and annually thereafter upon Your request.
- Z. **Resident's Personal Vehicle(s).** In the event that a Resident has a vehicle(s) located on the campus of the Community, the Resident hereby agrees to fully indemnify the Community for any vehicle-related issues, to maintain such vehicle(s) in good working condition, to maintain automobile insurance and valid license on the vehicle(s), and to park such vehicle(s) in appropriate locations at the Community at all times. Should the Resident not comply with the provisions of this Section, the Community reserves the right to remove vehicle(s) from the campus at the expense of the Resident.
- AA. **Beneficiary Designation.** Any amounts due to You as defined by the terms of this Agreement following Your permanent release of the Residence shall be paid to You, or, in the event of Your death, to Your estate unless You have directed Us in writing, properly notarized, on Our prescribed form to direct the payment of amounts due to You to any other parties. You agree that it is Your responsibility to provide such written notification of any change to this provision and to ensure that Our records are current at all times. Furthermore, You agree that the Community shall not be independently responsible for keeping such records current.
- BB. **Resident Acknowledgement.** By signing this Agreement, You hereby confirm that You had the opportunity to receive responses to any questions that You may have about the information in this Agreement and any Attachments related thereto.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties intending to be legally bound, have signed this Agreement that includes, by reference herein, Attachment A (if applicable), the Confidential Application, and the Resident Information Guide, on the date and in the capacities signified below.

RESIDENT:

COMMUNITY:

First Resident

Community Representative

Signature

Signature

Printed Name

Printed Name

Date

Title

Date

Second Resident (if applicable)

Signature

Printed Name

Date

SCHEDULE C-1

RESIDENCY APPLICATION
(INCLUDING HEALTH INFORMATION AND
CONFIDENTIAL FINANCIAL STATEMENT FORMS)



Resident Application

Please Print Clearly

Shaded Areas to be Completed by Second Person

Last Name:		First:		Middle:	
Marital Status: Single ___ Married ___ Divorced ___ Separated ___ Widowed ___					
Birth Date:		Social Security No.:		Telephone No.:	
Street Address:					
P.O. Box:		City:		State:	ZIP:
Name of Spouse or Second Person:					
Birth Date:		Social Security No.:		Telephone No.:	
Street Address:					
P.O. Box:		City:		State:	ZIP:
Number of Children:			Anniversary Date:		

1 st Person Power of Attorney (if applicable):			Telephone No.:		
2 nd Person Power of Attorney (if applicable):			Telephone No.:		
Street Address:					
P.O. Box:		City:		State:	ZIP:
Emergency Contact Person:				Telephone No.:	
Street Address:					
P.O. Box:		City:		State:	ZIP:
Emergency Contact Person:				Telephone No.:	
Street Address:					
P.O. Box:		City:		State:	ZIP:

What was/is your occupation?	
1 st Person:	2 nd Person:
What are your hobbies and interests?	
1 st Person:	2 nd Person:
Religious Affiliation (Optional):	

Driver's License No. 1 st Person:
Driver's License No. 2 nd Person:
Total number of cars you will bring?

Are you capable of residential living without help from anyone else?	
1 st Person: ___ Yes ___ No	2 nd Person: ___ Yes ___ No
If no, please describe the kind of assistance you currently need:	
1 st Person:	
2 nd Person:	
Type of residence that interests you (Apartment home, Carriage Home, Villa)	Answer:

Medicare No. (1 st Person):	
Medicare No. (2 nd Person):	
Supplemental Health Insurance:	
Insurer:	Policy No.:
Do you have Long-Term Care Insurance?	
1 st Person: ___ Yes ___ No	2 nd Person: ___ Yes ___ No
If yes: \$ _____ /day	If yes: \$ _____ /day
Terms of the Policy:	Terms of the Policy:

Health Condition – Please explain any major change in your general health in the past year and any chronic illness or disability.		
1 st Person:		
2 nd Person:		
Primary Physician 1 st Person:		Telephone No.:
Address:		Last Seen:
Other Physician You See Regularly:		Telephone No.:
Address:		Last Seen:
Specialty:		
Primary Physician 2 nd Person:		Telephone No.:
Address:		Last Seen:
Other Physician You See Regularly:		Telephone No.:
Address:		Last Seen:
Specialty:		
Have you been hospitalized or incapacitated for more than 2 weeks at a time during the last 3 years?		
1 st : ___ Yes ___ No	2 nd : ___ Yes ___ No	If yes, please explain such details as are necessary on a separate sheet.
Have you ever been treated for depression, anxiety, or any other emotional disorder?		
1 st : ___ Yes ___ No	2 nd : ___ Yes ___ No	If yes, please explain on a separate sheet.
Are you free from contagious disease?		
1 st : ___ Yes ___ No	2 nd : ___ Yes ___ No	
Have you ever been addicted to alcohol or drugs?		
1 st : ___ Yes ___ No	2 nd : ___ Yes ___ No	

List all current medications. Include strength and how often taken:

1st Person:

Medication	Strength	Directions

2nd Person:

Medication	Strength	Directions

To the best of my knowledge, the above statements are complete and true.

Prospective Resident Signature (1st Person)

Prospective Resident Signature (2nd Person)

CONFIDENTIAL FINANCIAL STATEMENT

(Must be completed by each prospective resident)

ASSETS						
		Is asset security for a loan?			Is asset security for a loan?	
		1st Person	Yes		No	2nd Person
Cash (Savings & Checking)	\$				\$	
CDs, Money Markets, etc.	\$				\$	
Stocks & Bonds	\$				\$	
IRAs, Annuities, etc.	\$				\$	
House	\$				\$	
Other Real Estate	\$				\$	
Trust Fund (indicate % beneficial int.)	\$				\$	
Cash Surrender Value of Life Insurance	\$				\$	
Other Assets (describe below)						
	\$				\$	
	\$				\$	
	\$				\$	
TOTAL ASSETS:	\$				\$	

LIABILITIES		
	1st Person	2nd Person
Mortgage on Residence	\$	\$
Mortgage(s) on Other Real Estate	\$	\$
Other Bank Loans	\$	\$
Loans Against Cash Surrender Value of Life Insurance	\$	\$
Other Liabilities (Notes Payable, etc.)	\$	\$
TOTAL LIABILITIES:	\$	\$
TOTAL NET ASSETS	\$	\$

HAVE YOU GUARANTEED ANY DEBT OWED BY ANOTHER?				
<u> </u> YES <u> </u> NO				
	Guarantor(s)	Debtor	Relation	Amount of Debt Guaranteed
1 st Person				
2 nd Person				

MONTHLY INCOME		
	1st Person	2nd Person
Social Security	\$	\$
Pension*	\$	\$
Dividends	\$	\$
Interest	\$	\$
Mortgage/Rental Income	\$	\$
IRA Income	\$	\$
Trust Income	\$	\$
Other Monthly Income	\$	\$
Total Monthly Income	\$	\$

*With regard to the monthly pension income reflected, will the monthly payment continue in the same amount for the life of the second person listed (generally, the surviving spouse)?

Yes No

If no, what will the monthly payment be after the death of the recipient listed? \$_____/month

I hereby declare that all statements made herein are true and correct. In witness whereof, I have hereunto set my hand to this Application this _____ day of _____, _____.

Prospective Resident Signature (1st Person)

Prospective Resident Signature (2nd Person)

SCHEDULE C-2
RESERVATION AGREEMENT



Reservation Agreement

THE PROVIDENCE SENIOR LIVING COMMUNITY

RESERVATION AGREEMENT

This Reservation Agreement ("**Agreement**"), effective as of this _____ day of _____, 202____, is made by and between the person(s) identified on **Addendum A** as "Resident" (referred to herein as "**you**," "**your**," or "**Resident**") and "**FRANCISCAN COMMUNITIES, INC. II**," an Illinois not-for-profit corporation (referred to herein as "**we**," "**us**," "**our**," or "**FCII**").

Franciscan Communities, Inc. II operates a non-profit senior living community in the Village of Menands, New York containing new independent living residences, villas, and carriage home residences to be known as **The Providence Senior Living Community** (referred to herein as "The Providence" or "Community").

By entering into this Agreement, you are indicating your desire to reserve the unit identified in **Addendum A** ("**Residence**"), and upon completion of construction of the Residence, and after receiving all applicable final approvals and certificates of occupancy, to move into and occupy the Residence.

Therefore, **Resident** and **FCII** agree as follows:

1. Services and Amenities. Upon your occupancy of the Residence, we will make available to you the services and amenities described in the Residency Agreement, an advance copy of which has been provided to you.
2. Reservation of Residence. Upon signing this Agreement to reserve the Residence, you will pay us a reservation deposit, which shall be ten percent (10%) of the Entrance Fee ("**Reservation Deposit**"), as set forth in **Addendum A**, and refundable in accordance with Section 9 below. You agree to pay in full the remaining ninety percent (90%) balance of the Entrance Fee (the "**Entrance Fee Balance**") at least seven days prior to the date on which you occupy the Residence or as otherwise set forth in the Residency Agreement, hereafter defined.
3. Reservation Procedures. When you sign this Agreement, you will submit an application for residency ("**Resident Application**"). We will use the information contained in your Resident Application only for the purposes described in this paragraph. The Residency Agreement outlines the health and financial conditions required to qualify for residence at the Community. Based on our review of your Resident Application, including health and financial information, we will determine whether you meet the requirements for residency at the Community, and we will notify you as to that determination within thirty (30) days of your satisfaction of all of the requirements for residency as set forth in Section 6.1 of the Residency Agreement. You agree that our determination is final and binding and made in our sole discretion.

If you do not meet the qualifications for residency, we will refund your Reservation Deposit in accordance with Section 9 below.

You hereby certify to us that all information reflected on your Resident Application, which is hereby incorporated by reference and made a part of this Agreement, including all personal financial data, is complete and accurate. You also agree to let us know, in writing, if any information on your Resident Application is later discovered or determined to be incomplete or inaccurate.

4. Residence Availability Date; Occupancy Date. The “**Residence Availability Date**” is the date that we specify in writing to you as the estimated date that the Residence will be available for occupancy, which notice shall be provided at least sixty (60) days in advance of the **Residence Availability Date**. The “**Occupancy Date**” will be the earlier of (i) the date you move into the Residence; or (ii) the date specified for your move into the Residence, which will be on a date agreed to by you and us and falling within a sixty (60) day period following the **Residence Availability Date**. Both the **Residence Availability Date** and **Occupancy Date** are subject to change pending our receipt of a temporary or permanent, as applicable, certificate of occupancy from the applicable governmental authorities or agencies concerning the Residence and any applicable common areas to be utilized in conjunction with the Residence.
5. Entrance Fee. The Entrance Fee and terms of any refund of the Entrance Fee are described more fully in the Residency Agreement. The Entrance Fee applicable to the Residence you have selected is set forth in **Addendum A**.
6. 2nd Person Entrance Fee. The Entrance Fee and terms of any refund of the Entrance Fee are described more fully in the Residency Agreement.
7. Monthly Service Fee. In addition to the Entrance Fee, you agree to pay a **Monthly Service Fee**. The initial Monthly Service Fee for the Residence and the Second Person Monthly Service Fee, if a second person occupies the Residence, referred to collectively as the “Monthly Service Fee,” are set forth in **Addendum A**. The Monthly Service Fee for the first month of residency is due no later than the Occupancy Date, unless we otherwise agree in writing. Monthly Service Fees are subject to change prior and subsequent to the Occupancy Date.
8. Reservation Deposit Reserve Account. Subject to the terms of this Section, and subject to the escrow and trust fund requirements of General Business Law sections 352-e(2-b) and 352-h and the escrow regulations promulgated by the New York State Department of Law as set forth in 13 NYCRR §25.3(l)(3), the Reservation Deposit will be placed and maintained in an interest-bearing reserve account during the term of this Agreement. Once you sign the Residency Agreement, the return of the Reservation Deposit, if any, from the reserve account will be governed by the Residency Agreement. If you elect to pay by check, your check for the Reservation

Deposit shall be made payable to: “Brick Law Firm, P.C., as Escrow Agent.” If applicable, interest or earnings will accrue on your Reservation Deposit from the date any funds or check is actually deposited until the Occupancy Date, at such rate as is earned on the reserve account and such interest will be credited to you in the form of a credit against Monthly Service Fees.

9. Refund of Reservation Deposit. At any time prior to signing the Residency Agreement, you may terminate this Agreement with or without cause, and we will refund the Reservation Deposit to you in full, with interest earned from the date of deposit until the date of termination. Any refunds under this Section will be paid within thirty (30) days after the termination of this Agreement.

If you wish to terminate this Agreement prior to execution of the Residency Agreement, send your notice of termination to:

The Providence Sales Center
96 Menand Rd.
Menands, NY 12204

10. Guaranteed Occupancy. If you or both Residents (if applicable) suffer an incapacity or serious illness, after we have notified you of acceptance for residency at the Community but before you execute the Residency Agreement, and such illness or incapacity precludes you from living in the Residence for health reasons, as certified by a licensed physician, this Agreement will terminate and you will be entitled to a refund of your Reservation Deposit as provided in Section 9.

If you pay the Entrance Fee Balance and elect direct admission into Health Center at the appropriate level of care, as determined by **FCII**. In accordance with the Residency Agreement, you will be able to access the Healthcare Benefit (as defined in the Residency Agreement) to offset the market rate pricing and other terms and conditions that apply at that time to direct admissions into Health Center. In addition, in the case of two Residents, if one Resident dies after we have notified you of acceptance for residency at the Community but before the Residency Agreement is executed, the surviving Resident may elect to sign the Residency Agreement and reside in the Residence or request reimbursement of the Reservation Deposit under Section 9 above. Notwithstanding anything to the contrary herein, you agree that, your occupancy in a Residence under this Section is not guaranteed should you no longer meet the financial qualifications required by the Community.

11. Disclosure. By signing this Agreement, you acknowledge that you have received an advance copy of the Residency Agreement, which may be material to your decision whether to occupy the Residence. You further acknowledge that you have received a copy of the Offering Plan for The Providence and have had at least three (3) days to review the Offering Plan prior to signing this Agreement.

12. Agreement to Execute Residency Agreement. By signing this Agreement, you agree to execute the Residency Agreement prior to the Occupancy Date, provided that we determine that you qualify for residency in the Community at such time. On the date you sign the Residency Agreement, the terms of the Residency Agreement will govern, supersede and control the refund of your Reservation Deposit and the payment of the Entrance Fee Balance. You may not occupy the Residence and will not be entitled to any services and benefits of residency until we have determined that you meet the financial conditions of acceptance into the Community, you sign the Residency Agreement, you have paid the Entrance Fee in full, and you have paid the first applicable Monthly Service Fee.
13. Owner Termination. If we terminate this Agreement prior to your signing the Residency Agreement, your sole remedy shall be the return of the Reservation Deposit with interest earned from the date of the deposit until the date of termination, payable within thirty (30) days of termination of this Reservation Agreement.
14. Defined Terms. All capitalized terms used herein and not otherwise expressly defined shall have the meanings ascribed to them in the Residency Agreement.
15. Other Agreements. This Reservation Agreement contains the entire agreement between **Resident** and **FCII** as of this date and supersedes any prior oral or written agreements relating to application for, and residence at, the Community. This Agreement may not be amended or added to except by an agreement in writing signed by both the **Resident** and **FCII**.

IN WITNESS WHEREOF, **FCII** and **Resident** have executed this Reservation Agreement, and the Reservation Deposit has been paid as of the day and year written above.

Franciscan Communities, Inc. II

Resident: _____

Resident: _____

Date

Current Street Address

City, State, Zip

Addendum A**Effective Date** _____**Resident(s)** _____

Residence _____**Residence Style** _____**Entrance Fee** \$ _____**2nd Person Entrance Fee** \$ _____**Reservation Deposit** (to be paid upon execution of Reservation Agreement equal to ten percent (10%) of Entrance Fee) \$ _____**Entrance Fee Balance** (to be paid as set forth in the Residency Agreement, equal to (90%) of Entrance Fee) \$ _____**First Person Monthly Service Fee*** \$ _____, per month**Second Person Monthly Service Fee*** \$ _____, per month**Monthly Service Fee (Total)** \$ _____, per month

*Fees are subject to change

Addendum B**CHARTER RESIDENT BENEFITS**

The following are discounts and benefits to be granted to the first 40 Charter members at The Providence:

- (i) You will receive a \$2,500 move-in allowance for moving expenses or Residence upgrades.
- (ii) Once approved for residency, your reservation at The Providence is guaranteed regardless of changes in health between the date of the Reservation Agreement and the Occupancy Date, as long as the appropriate level of care is available. Occupancy is not guaranteed should you no longer meet the financial qualifications required by the Community.

All of the Charter Resident Benefits described above will expire if you have not moved in for any reason within two (2) months of the Residence Availability Date.

Notes:

- Defined terms used above are based on definitions included in the Residency Agreement.

SCHEDULE C-3
TENDER OF ESCROW FORM

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of \$_____, for Residence ___ at The Providence, A Franciscan Community, located at 96 Menand Road, Menands, New York 12204.

Prospective Resident(s) named below has/have tendered on_____, 202___, the above escrow deposit to Sponsor as a deposit for the above Residence.

Prospective Resident(s) _____

Address of Prospective Resident(s) _____

Phone number of Prospective Resident(s):

Home: _____
Business: _____

Social Security Number(s) or
Tax Identification Number(s)
of Prospective Resident(s) _____

By: _____
Prospective Resident

By: _____
Prospective Resident

RECEIPT

The SPONSOR of the above-named property hereby acknowledges receipt of the above escrow deposit.

By: _____

Title or Position

Date of Receipt: _____

SCHEDULE C-4
ESCROW RELEASE FORM

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Brick Law Firm, P.C.
2 Computer Drive West, Suite 100
Albany, New York 12205

**Re: The Providence, A Franciscan Community
Prospective Resident:
Residence No.:**

Dear Brick Law Firm, P.C.:

You have been holding in a trust account my/our deposit for the captioned Residence in the amount of \$_____. I/we acknowledge that I/we have taken occupancy of the Residence this date. Accordingly, Brick Law Firm, P.C. is authorized to release the funds being held in said amount to whomever the Sponsor so designates. In addition, Brick Law Firm, P.C., as Escrow Agent on said account, is hereby released from any and all liability or further obligation to us with respect to said deposit.

Very truly yours,

Resident

Resident

Sponsor's Representative

SCHEDULE C-5
ENTRANCE FEE REFUND SCHEDULE

Refund Schedule

Residence Type	Entrance Fee	Entrance Fee	Entrance Fee
	0% Refund	50% Refund	80% Refund
Independent Living Apartment (1BR)	\$225,000	\$310,500	\$375,750
Independent Living Apartment (1BR w/Den)	\$250,000	\$345,000	\$417,500
Independent Living Apartment (2BR)	\$320,000	\$441,600	\$534,400
Independent Living Carriage Home (Duplex)	\$325,000	\$448,500	\$542,750
Independent Living Carriage Home (Triplex)	\$350,000	\$483,000	\$584,500

Entrance Fees are based on current pricing assumptions and are subject to change. See Section IX in Part I of the Plan.

SCHEDULE D

DESCRIPTION OF PROPERTY AND SPECIFICATIONS OR BUILDING CONDITION

13 NYCRR §25.7 – DESCRIPTION OF SPECIFICATIONS OR BUILDING CONDITION FOR
THE PROVIDENCE, A FRANCISCAN COMMUNITY

(a) Location and use of property.

- (1) The address is 98 Menand Road, Menands NY
- (2) The block and lot number is 55.5-3-6
- (3) The classification of zoning for this project is, R-20 – Rural Residential. The permitted uses for R-20 are: accessory structures, single-family dwellings, electric vehicle charging stations, home occupations, manufactured homes, private swimming pools, public facilities, public parks and playgrounds, and Tier 1 solar energy systems.
- (4) The Village of Menands has conditionally approved a Use Variance for the project. The Village has also conditionally approved an Area Variance for the proposed building height of 79 feet.
A use variance was granted The Board unanimously approved the application for a Use Variance providing relief from Chapter 169, Schedule A of the Village code to allow the development of the project, as presented to the Board during the public Hearing and as reviewed by Board in conjunction with the SEQR review process. As noted In the Minutes, the Board unanimously agreed that the Applicant met or exceeded the four standards required to be eligible for a Use Variance, in accordance with NYS Law. The Board approved this application with the following stipulation
 - a) That the cottages have a general occupancy restricted to age 62 and over, as presented to the Board.

(b) Status of construction.

- (1) The project is new construction. Construction is expected to commence July 2027 and is expected to be completed November 2028.
- (2) Main Building Applicable Codes:
 - Building Code of New York State (2020)
 - New York State Mechanical Code (2020)
 - Americans with Disabilities Act (ADA)
 - National Electrical Code, NFPA 70 (2017)
 - National Fire Alarm Code, NFPA 72 (2016)
 - New York State Plumbing Code (2020)
 - New York State Energy Conservation Code (2020)
 - Clubhouse and Carriage Homes Applicable Codes:
 - Residential Code of New York State (2020)
 - New York State Mechanical Code (2020)
 - Americans with Disabilities Act (ADA)

National Electrical Code, NFPA 70 (2017)
National Fire Alarm Code, NFPA 72 (2016)
New York State Plumbing Code (2020)
New York State Energy Conservation Code (2020)

The Main Building residential floors are Type V-A construction over one level of parking, Type I-A construction. The floors in the Type V-A construction are one hour rated; the floor assembly between Type 1-A and Type V-A is 3-hour rated. Structural frame, interior and exterior bearing walls in the Type 1-A are 3- hour rated. Structural frame, interior and exterior bearing walls in Type V-A are 1 hour rated. Non-bearing exterior walls in Type 1-A and Type V-A are one hour rated. Non-bearing interior walls in Type 1-A and Type V-A are not rated. Dwelling unit separation walls in Type V-A are one hour rated. Corridor walls in Type V-A are .5 hour rated. Stair enclosures are 2-hour rated. Roof assemblies in Type V-A are one hour rated.

The clubhouse and carriage homes are Type V-A construction. All exterior walls are rated 1-hour. Dwelling unit separation is 1- hour rated. All Bearing walls are rated 1-hour. Floor assemblies and intercommunicating stairs are not rated.

- (3) Certificates of occupancy are not yet issued.
- (4) No alteration permit is required, this is a new, proposed building. No building permits have been submitted for this proposed community, as of yet.

(c) Site.

- (1) The site is approximately 24.10 acres.
- (2) There is one main building, ten duplex carriage homes, twelve triplex carriage homes and one clubhouse building. The main building is a four story “mixed-occupancy” building above a horizontal concrete podium structure east of the fire-wall with a partially-exposed ground floor level below a three-hour rated podium. The building stacks as a “four-over-one” structure that is technically interpreted as two “buildings” stacked on top of each other per the “special provision” criteria prescribed in Section 510.2 of the BCNYS, while still allowing classification of each as separate and distinct buildings for the purpose of determining area limitations, continuity of fire walls, limitation of number of stories and construction type. The parking will be S Use, residential will be R Use, and the amenity areas will be A Use and B Use. The carriage home buildings each contain two or three carriage home residences. Carriage home residences are for residential use. The clubhouse is a A Use and B use building.
- (3) There are no public streets on the property. Private roads and driveways will be maintained by the operator.

- a. Roads and driveways will have asphalt paving.

- b. Roads and driveways will have concrete curbs.
- c. Along the new private road there are new 27 catch basins, rain garden, detention basin, extended detention basin, HDPE pipes (8" to 24") for storm water collection. There are 47 new light fixtures on standards not exceeding 16' feet in height.
- d. The roads and driveways will confirm to local municipal code.

(4) drives, sidewalks and ramps;

- a. Drives, sidewalks, and ramps will have asphalt paving.
- b. Drives, sidewalks, and ramps will have concrete curbs.
- c. There are four new catch basins proposed, in the parking areas.
- d. There are 12' tall light poles along the roads, to light parking areas and streets. There are path bollards located along pathways on the west side of the main building and in the great lawn area around the villas.
- e. Drives, sidewalks, and ramps are or will be in conformity with local requirements

(d) Utilities.

Water

Water is provided by the Village of Menands public water supply. A new 8" water main with hydrants will be connected to available an available public watermain in Menand Road.

Sewer and water utilities are provided by the Village of Menands. Electric and Natural Gas utilities are provided by National Grid. Sewer, water, electric and natural gas utilities are not metered individually and will be a common expense of the Community and part of the Monthly Service Fees charged to each Resident.

(e) **Sub-soil conditions.**

- (1) This is a proposed new construction building, there is no existing foundation.
- (2) This is a proposed new construction building, there is no existing foundation.
- (3) There is no potential for site flooding from adjoining sites.
- (4) The geotechnical engineering Scope of Services for this project included the advancement of nine test borings (B-1 through B-6, B-8, I-1 and I-2) to depths ranging from about 10 to 30 feet below existing site grades, field infiltration testing, a limited soil laboratory testing program and the preparation of this report. Boring B-7, planned about the central portion of the site, could not be

performed due to potential buried utility conflicts in the boring vicinity.

The site was found to be mantled with topsoil ranging in thickness between about 2 and 4 inches at the test boring locations. We note the indicated topsoil thicknesses should be regarded as a rough approximation only and should not be relied upon for construction quantity estimates; contractors are advised to make their own estimates or determination of topsoil thickness and quality for bidding purposes.

The topsoil was underlain by native soils consisting of fine grained soils, coarse grained soils or glacial till. These overburden soils varied in thickness from about 2 feet to 30 feet. The coarse grained soils consisted of poorly graded sand with silt and gravel or silty sand and were noted to be of a very loose to medium dense relative density based on SPT “N” values. The fine grained soils consisted of silt or varved silt and clay with occasional fine sand partings and were noted to be very soft to stiff in comparative consistency based on SPT “N” values. The glacial till soils consisted of sandy silt with gravel and were noted to be of a medium stiff to very hard comparative consistency based on SPT “N” values.

Beneath the native soils at the locations of borings B-1, B-3 and B-4, weathered rock was encountered through the boring termination depths. Each of these boreholes terminated with auger refusal at depths between 24 and 29.2 feet. These refusals likely resulted from encountering relatively sound bedrock. Rock coring was included in our scope of work, however, the weathered nature of the bedrock materials encountered precluded the extraction of cores from the material.

Environmental Site Issues: This site does not appear in the NYSDEC Environmental Remediation database or in the NYSDEC Spill Incidence Database. Asbestos Containing Building Materials may exist in buildings which will be identified and disposed of in accordance with NYS regulations.

According to FEMA maps the site is within an area of minimal flood hazard.

(f) Landscaping and enclosures.

- (1) The proposed grass cover on the lawns includes 153 plantings of ground cover, perennials and decorative grasses of 17 varieties; rain garden has 201 plants of 3 perennials, lawn areas have a seed mixture of blue grass, fescues and perennial rye.
- (2) The new plantings proposed include along the private road which includes 52 Sugar Maples (the New York State Tree) together 15 Redbuds. Other trees used on site include red maples and river birch. In planting beds, a number of smaller trees are used as accents.

- (3) There are 136 new trees (17 varieties) proposed along the private road which includes 52 Sugar Maples (the New York State Tree) together 15 Redbuds. Other trees used on site include red maples and river birch. In planting beds, a number of smaller trees are used as accents.
- (4) A 6' high, vinyl coated chain link fence around the detention basin is proposed. A 6' cedar Fence will be along the rear of Units 19 to 33. 6' cedar Fence along both sides of Emergency Entrance
- (5) There is a 12-foot-wide double swing vinyl coated chain link fence at detention basin.
- (6) There is a decorative concrete block wall at the Overlook, the wall is 7 feet tall, 4 feet retaining wall and a 3-foot extension above grade. There are curved garden walls on the sloped topography behind the main building, two curved garden walls at the site entrance, 4' to 5' height, decorative concrete block, with granular backfill and drainage tile. Fall protection of 4-foot-high black vinyl coated chain link fence provided at the curved walls behind building.
- (7) There are cast in place concrete walls at grade differences around main building and at the detention basin. Cast in place concrete retaining wall near Unit #33 varies from 2' to 7' with fall protection of 4-foot-high black vinyl coated chain link fence provided where height exceeds 4 feet. Cast in place concrete retaining walls along parking adjoining main building and running parallel to Menands Road and jogging around transformer location varies from 4' to 24' with fall protection of 4-foot-high black vinyl coated chain link fence provided. Cast in place concrete retaining walls along loading dock area adjoining main building varies from 19' to 27' with fall protection of 4-foot-high black vinyl coated chain link fence provided
- (8) No display pools or fountains are proposed

(g) Building size.

- (1) The main building is 79 feet to the tallest ridge line of the roof. Carriage home buildings are 25 feet to the tallest ridge line of the roof, 28 feet to the top of the decorative chimney. The clubhouse is 28 feet to the tallest ridge line of the roof, 30 feet to the top of the chimney.
- (2) There are no crawl spaces proposed.
- (3) There is one sub-level in the main building, primarily for parking, loading, and MEP spaces. 3 of the carriage home buildings have a walk out basement. These 3 carriage homes are located on the eastern most side of the proposed development. These will not be finished, but can be habitable spaces if the resident chooses to finish the space. The clubhouse has a walk out basement.

- (4) The main building has 4 levels above grade. There is a roof well in the center of the roof, on the two residential wings of the main building. Carriage homes will be one level. There are 3 carriage homes currently planned to have walk out basements. The clubhouse is one level above grade, with a walk out basement.
- (5) The sub-level of the main building holds the main electrical room, IT/Comm, laundry. Upper floors of the main building have IT/Elec rooms, housekeeping, trash rooms, and janitors closet on each level. The clubhouse and carriage homes have a water storage tank and heat pump located in the laundry/mechanical room. The air sourced heat pump water heater is externally mounted.
- (6) In the pitched roof areas of the main building, there is a 15' tall mechanical roof well. On flat roofs, there is a 1' tall parapet. At the second floor, roof terraces will have a 3'-6" tall, glass panel railing system. When mechanical equipment is on the flat roof there will be mechanical screen enclosure. There are no parapets on the clubhouse or carriage homes.

(h) Structural system.

Independent Living Apartment Building (“Main Building”)

A four story “mixed-occupancy” building above a horizontal concrete podium structure east of the fire-wall with a partially-exposed ground floor level below a three-hour rated podium. The building stacks as a four-over-one” structure that is technically interpreted as two “buildings” stacked on top of each other per the “special provision” criteria prescribed in Section 510.2 of the BCNYS, while still allowing classification of each as separate and distinct buildings for the purpose of determining area limitations, continuity of fire walls, limitation of number of stories and construction type.

The above-grade building will be four stories of wood-framed construction atop the podium. The below-grade building, a single-story of concrete construction serves as an underground parking level and back-of-house functions. Programmatic components are:

- New Independent Living distributed on the 1st through 4th floors, totaling 76 dwelling units;
- Town Center amenity and administrative functions distributed on the 1st and 2nd floors;
- 59 parking spaces and back-of house support functions on partially exposed ground floor lower level;
- Limited back-of-house functions on the basement level

The foundation of the main building will have a cast in place concrete foundation wall, a fluid applied bituminous weather resistive barrier, and 2” thick, continuous rigid insulation. Concrete slab-on-grade is 5" normal weight concrete over compacted subbase, reinforce with 4 lb/cf strux90 reinforcing. Typical floor/ceiling assembly is a wood truss; 5/8” gypsum board ceiling attached on ½” resilient channel attached to the underside of the truss; the floor is ¾” tongue and groove plywood sheathing, ¼” thick acoustic mat, 1-1/2” thick gypcrete underlayment. Floor finishes include carpet, porcelain tile, and vinyl plank flooring. 3” batt insulation is placed within the truss cavity. An STC of 61 and IIC of 57 is the design performance

of the assembly.

Exterior wall assemblies are described from inside face to outside face. 5/8" thick, type 'x' gypsum wall board; 2"x6" wood stud @ 16" o.c.; R-20 fiberglass batt insulation; ½" thick plywood sheathing, fluid applied weather barrier; 2" thick, continuous expanded polystyrene insulation; and an exterior cladding material. The following exterior cladding materials are proposed: cementitious panel with wood slat look fastened to 7/8" galvanized thick metal furring; thin set masonry veneer with mortar set onto an anchoring panel; fiber cement panel fastened to furring channel; and a 2" thick manufactured stone veneer set on mortar, metal lath and a drainage mat. All exterior walls are rated one hour.

Carriage homes and Clubhouse

One story carriage homes and the clubhouse will have a wood frame structural system, following Type V construction requirements set in New York State building code.

The foundation of the clubhouse and carriage homes will have a cast in place concrete foundation wall, a fluid applied bituminous weather resistive barrier, and 2" thick, continuous rigid insulation. Concrete slab-on-grade is 5" normal weight concrete over compacted subbase, reinforce with 4 lb/cf strux90 reinforcing. Typical floor/ceiling assembly is TJI or 2" dimensional lumber; 5/8" gypsum board ceiling attached to the underside of the framing member; the floor is ¾" tongue and groove plywood sheathing. Floor finishes include carpet, porcelain tile, and vinyl plank flooring.

Exterior wall assemblies are described from inside face to outside face. 5/8" thick, type 'x' gypsum wall board; 2"x6" wood stud @ 16" o.c.; R-20 fiberglass batt insulation; ½" thick plywood sheathing, fluid applied weather barrier; 2" thick, continuous expanded polystyrene insulation; and an exterior cladding material. The following exterior cladding materials are proposed: cementitious panel with wood slat look fastened to 7/8" galvanized thick metal furring; thin set masonry veneer with mortar set onto an anchoring panel; fiber cement panel fastened to furring channel; and a 2" thick manufactured stone veneer set on mortar, metal lath and a drainage mat. All exterior walls are rated one hour.

(1) Exterior of buildings:

- a. Exterior finishes for both the main building and carriage home buildings will be a combination of manufactured veneer stone, thin brick, vertical and horizontal cementitious siding, and exterior continuous insulation as required by code.
- b. The windows in the main building will be insulated, fiberglass, casement windows with screens, by Pella or equal or better. The non-glass material warranty is 10 years, the glazing unit is 20 years. The commons area will be insulated, aluminum storefront glazing. The carriage home windows will be insulated fiberglass casement and awning style windows with screens, by Pella or equal or better. The non-glass material warranty is 10 years, the

glazing unit is 20 years. Windows to have a precast concrete sill or a glass fiber reinforced concrete sill.

c. The building will not have Landmark status.

(2) Parapets on the main building that are scheduled to receive metal coping will be mechanically fastened to the parapet wall. Parapets that are scheduled to receive precast cap shall be fastened with dowels and anchors.

(3) There will be no fireplaces in the main building. The club house will have a fireplace, exhausted through the chimney. The carriage homes will have a decorative chimney. There will be no wood burning fireplaces.

(4) Balconies and Terraces

a. The balconies on the main building will be projecting and structured type. Each unit in the main building will have a balcony. Deck to be constructed of LVL structural members. The finish surface is lightweight concrete.

b. The balustrade is clear, laminated, tempered glass panel

c. The railing system will be aluminum guardrail system.

d. The copings will be painted aluminum

e. Soffit system will be wood-look polymer ceiling system

f. The balcony and terrace doors will be fiberglass clad wood doors. The doors will be sliding, Impervia model from Pella, or equal or better.

g. The carriage homes will have front porches. They will also have rear, screened in porches. The frame is painted, extruded aluminum, the manufacturer is Four Seasons Outdoor Living Group, in Long Island NY, or equal or better.

h. The clubhouse will have a rear, screened in porch. The frame is painted, extruded aluminum, the manufacturer is Four Seasons Outdoor Living Group, in Long Island NY, or equal or better.

i. There is a terrace on level one, connected to the fitness center. It is 360 square feet and does not have furniture provided. The occupant load is 8 people. There is a terrace on level two, connect to the multi-purpose room. It is 1,600 square feet; tables, chairs and raised planters will be provided. The occupant load is 107 people. Both terraces will be constructed of a composite wood deck and pedestal system over a TPO roof.

(5) Exterior entrances.

a. Exterior doors and frames from the common area to the outside to be

aluminum and glass storefront, swing doors. Locked on the outside. Exterior doors at the carriage homes and clubhouse will be a fiberglass and glass door by Pella or equal or better. The non-glass material warranty is 1 year, the glazing unit is 5 years.

- b. The main entry and vestibule doors will be automatic sliding doors with breakaway capabilities. They are made from aluminum and clear glass.
- c. At the clubhouse, a covered, cast-in-place stair is proposed. This is a secondary access point. An accessible ramp will also be provided, the maximum slope is 1:12.
- d. At the clubhouse, exterior stairs shall have exterior aluminum flat bar railing system manufactured by deck rail, with aluminum cap, waterproofing mounting anchorage, and dark bronze anodized finish
- e. USPS mailboxes to be in the common area of the main building. Carriage homes will have their own individual mailboxes.
- f. At the main building, lighting at the entry to be provided by wall sconces and recessed fixtures in the canopy. At the carriage homes and clubhouse, sconces at the entry will be provided.

(6) Service entrances.

- a. Back of house doors leading to the exterior to be hollow metal, swing doors and frames, locked.
- b. No service gates are proposed
- c. No exterior service stairs are proposed
- d. No service railings are proposed.

(7) Roof and roof structures.

- a. type roofs for all areas:
 - (a) The main building has both pitched roof truss and flat roof. The carriage homes and clubhouse have pitched roofs. Asphalt shingles are manufactured by Atlas Roofing Company, or equal or better. Thermoplastic Polyolefin (TPO) is by Carlisle SynTec Incorporated, or equal or better.
 - (b) Pitched roofs: wood truss overbuild with continuous rigid insulation with asphalt shingles, 5/8" thick APA rated plywood sheathing, vapor barrier finish. For roof terraces: structural wood truss with continuous rigid insulation with pedestal system supporting a composite wood deck finish.

- (c) In pitched roofs the insulation will be R-49 spray-in type. The project will also have foam-plastic board insulation, glass fiber blanket, and mineral wool blanket.
 - (d) Sloped roofs will have asphalt shingle finish, flat roofs will be finished with Thermoplastic Polyolefin (TPO) roof system. The first and second-floor terraces on the main building will be a TPO roof with composite wood deck and pedestal system.
 - (e) The asphalt shingle roof will have a two-year roof installer warranty. Workmanship warranty period: 20 years. Materials warranty: 40 years from date of substantial completion, prorated. TPO: Two-year roof installer warranty.
 - (f) Depending on the application, aluminum, zinc, and stainless steel metal flashing is specified.
- b. Drains:
- (a) All flat roof drains to an internal system with overflow. Drains will be cast iron and have a 2" high water guard. Roof drains are provided at the level one roof terrace, the level two terrace, the roof well, and flat roof above the second floor.
 - (b) Gutters and downspouts to be formed aluminum, painted, at every pitched roof. Downspouts to be connected to the stormwater collection system. Typical spacing between downspouts are between 35'-50'.
- c. There are no skylights proposed on this project.
- d. bulkheads: Not applicable
- (a) No stair bulkheads are proposed.
 - (b) No elevator bulkheads are proposed.
- e. metal work at roof levels:
- (a) There are no metal stairs proposed at the roof.
 - (b) At the top of stair 1 there is a metal ladder that connects level 4 and the roof well.
 - (c) At the terraces, there is an aluminum and glass panel system.
 - (d) There are no hatches proposed for the project.
- f. Roofs with mechanical equipment will be screened with aluminum enclosures.

There will be a roof terrace on level one connected to the fitness center. There is a roof terrace on level two connected to the multi-purpose room.

(8) Fire escapes.

- a. There are no fire escapes proposed for this project. Emergency egress access capacity, distance, and load requirements are met using egress stairs.

(9) Yard and courts.

- a. There are no yards or courts proposed for this project.

(10) Interior stairs.

- a. There are three egress stairs in the main building.
- b. At the sub-level the enclosure will be constructed of CMU block. At levels 1 through 4 the rated enclosure will be a gypsum board assembly. The stair assembly is rated 2 hours.
- c. The stairs will be metal pan with cast-in inserts.
- d. Stringers to be steel.
- e. Treads will be cast-in inserts.
- f. The risers will be steel.
- g. The guard rails will be steel.
- h. The balustrade will be steel.
- i. The interior stairs in the clubhouse and carriage homes with walk out basements will be constructed of dimensional lumber. The tread and riser will be constructed of painted dimensional lumber. The stair in the clubhouse connects the first level and the lower level, on the west side of the building. The stairs in the carriage homes with walk out basements is located within each dwelling unit, between the garage and the secondary bathroom.

(11) Interior doors and frames.

- a. The unit entry doors will be metal door with a metal frame. In-unit doors to be solid core doors with wood frames.
- b. The corridor doors and frames will be hollow metal door and metal frame.
- c. The stair hall doors and frames will be hollow metal door and metal frame.
- d. The roof doors, basement doors and frames will be hollow metal door and metal frame.

- e. Rated doors are located in firewalls, rated partitions, at electrical closets, and corridor walls. All rated door for smoke and fire will have self-closers.

(12) Elevators.

- a. There are two passenger elevators and one service elevator in the main building. Passenger elevators are electric traction type. The service elevator is a hydraulic type. In the clubhouse there is a hydraulic elevator.
- b. The passenger elevators basis of design is an Otis Elevator Co. Gen2 Gearless elevator. It has a capacity of 3500 pounds. The service elevator basis of design is Kone, or equal or better. The clubhouse elevator basis of design is Kone, or equal or better.
- c. Each residential wing has a passenger elevator. The service, or freight elevator is located near the loading and kitchen.
- d. The control systems proposed include hall-call and car-call buttons that light when activated and remain lit until call has been fulfilled. Fabricate lighted elements with long-life incandescent lamps and acrylic or other permanent, nonyellowing translucent plastic diffusers or LEDs.
- e. All floors will have elevators serving them.
- f. Both electric traction elevators and hydraulic elevators are proposed.
- g. The elevators will have automatic sliding doors.
- h. Elevator equipment will be located on the sub-level.
- i. A DC motor is not specified. A Gen 2 Gearless elevator does not use a DC motor, it uses a permanent magnet synchronous motor.
- j. The AC motor on the gearless machine (elevator) with a synchronous, permanent magnet motor for efficient and quiet operation.

(13) Elevator cabs.

- a. Elevator cab finishes are selected from manufacturer's standard offering.
- b. For the main building passenger elevator and the clubhouse, the elevator cab floor will be porcelain tile. The service elevator floor will be covered in commercial vinyl.
- c. Plastic-Laminate Wall Panels: Plastic laminate adhesively applied to manufacturer's standard core with manufacturer's standard protective edge trim.
- d. Ceiling will have flush panels.

- e. Elevators will have recessed LED downlight fixtures lighting.
- f. The emergency Communication System shall comply with ASME A17.1 and the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)." On activation, system dials preprogrammed number of monitoring station and identifies elevator location to monitoring station. System provides two-way voice communication without using a handset and provides visible signals that indicate when system has been activated and when monitoring station has responded. System is contained in flush-mounted cabinet, with identification, instructions for use, and battery backup power supply.

(i) Auxiliary facilities.

(1) Laundry rooms.

- a. A central laundry is proposed to be located on the sub level for use by staff. Washer and Dryers are provided in Independent Living ("IL") apartments and in the carriage home units.
- b. A residential grade washer is proposed for each IL unit. Based on layout configuration, equipment will be either LG / DLHC1455V, COLOR: GRAPHITE STEEL, or LG / WKGX201HBA AND WKEX200HBA, COLOR: BLACK STEEL, or equal or better quality. No machines will be coin operated.
- c. A residential grade, electric dryer is proposed for each IL unit. Based on layout configuration, equipment will be either be LG / WM1455H_AV, COLOR: GRAPHITE STEEL, or LG / WKGX201HBA AND WKEX200HBA, COLOR: BLACK STEEL or equal or better quality.
- d. Laundry rooms will have an exhaust fan in the ceiling.
- e. Dryer exhaust will be direct ducted.

(2) Refuse disposal.

- a. There are no incinerators proposed for this project.
- b. A compactor is not proposed for this project.
- c. Approvals from AHJs will be obtained as required.
- d. There will be an internal trash storage room. There will also be dumpsters near the loading area.
- e. Refuse removal will be provided by Casella Waste. The Independent Living Units in the main building will deposit their waste in a waste chute on their

floor which will lead to a trash room. Trash will then be carried by staff to the dumpster enclosure for regular pick-ups, At the carriage houses, once a week pickups will occur with residents moving trash containers to near the roadway for pick up.

(j) Plumbing and drainage.

(1) Water supply.

- a. The project will install new Class 52 Ductile Iron water main, valves, pipe coupling, thrust block, fittings and other appurtenances. The piping material and fittings will be type K copper. A domestic cold water service entrance, backflow preventer, and water meter are proposed in the MEP Service Room in the sub-level.
- b. The clubhouse will be served by a 1" Type K Copper service. It will be connected to the 8" distribution main by use of a corporation valve. The service will have a 1" curb valve and box. The duplex carriage houses will be served by a 1" Type K Copper service. It will be connected to the 8" distribution main by use of a corporation valve. The service will have a 1" curb valve and box. The triplex carriage houses will be served by a 1¼" Type K Copper service. It will be connected to the 8" distribution main by use of a corporation valve. The service will have a 1¼" curb valve and box.
- c. The main shut off valve for the main building will be in the lower level, on the west side of the floor, in the MEP room. The water shut off in the clubhouse will be in the lower level in the mechanical room. The water shut off for the typical carriage homes will be in the MEP room adjacent to the garage. For carriage homes with walk out basements the water shut off is in the MEP room on the lower level.
- d. Insulation will be provided above all ground domestic cold, hot, and cold return water piping.
- e. An irrigation system will be provided for planting beds and lawn areas around the main building.

(2) Fire protection system.

- a. The fire system in the main building shall be an automatic wet, Class I standpipe system. Standpipes are Schedule 40, black steel. A fire pump room is located on the sub level. The 6" standpipe will be located in the egress stairs.
- b. The main building is equipped with a wet, automatic sprinkler system. Hose racks are not proposed.
- c. In finished ceiling Areas there will be concealed pendent sprinklers with matching cover plate. In unfinished ceiling areas there will be natural brass/bronze finish pendent or upright sprinklers as required.
- d. The fire department connection is located outside the fire pump room,

near the loading zone. The connection shall be cast brass material, four-way lug swivel inlets with individual drop clappers, raised letter escutcheon labeled "STANDPIPE".

- e. The clubhouse and carriage homes will have a wet pipe sprinkler system e with water service sized to handle sprinkler demand. 2" minimum for sprinkler supply.
- f. The fire pump in the main building will be located in lower level, with exterior access. The electrical fire pump shall be a horizontal, split-case type, single stage centrifugal for horizontal mounting. It will be rated at 1,000 gallons per minute. The fire pump shall be PENTAIR 411 6X8X18C or equal or better. The product will have a three year warranty.

(3) Water storage tank(s) and enclosures.

- a. There will be two thermostatic mixing valves and recirculation pump stations, one for the residences and another for the kitchen. There are two domestic hot water heat exchanger tanks by Watts Aegis, capacity 250 gallons, 180 degrees Fahrenheit. One expansion tank is proposed. These are located in the sub level.
- b. Material stainless steel unlined hot water storage tank for 150 PSI ASME construction. Provide storage tank jacketed and insulated. Insulation to exceed new York State 2020 International Energy Code.
- c. Access is provided to the room for staff only. A ladder is not necessary.
- d. Two (2) 250 gallon tanks
- e. The water storage tanks are not used for fire reserve. The fire pump room will provide water for fire department response.

(4) Water pressure to be maintained by the local water district.

(5) Sanitary sewage system.

- a. The sewage piping will be PVC
- b. No sewage pumps are required
- c. Sewage treatment will be by the Public County Treatment Plant

(6) The building will receive a sewer connection permit by the Village of Menands. System approval will be by the Albany County Department of Health ("ACDOH"); Extension of service permit is by New York State Department of Environmental Conservation ("NYSDEC") & ACDOH.

(7) Storm drainage system. The stormwater will discharge after detention and treatment to existing storm sewer connection on NYS highway.

- a. Catch basins are proposed along the private roadway
- b. Yard and roof drains are connected to high density polyethylene (HDPE) collection system
- c. All piping materials to be HDPE
- d. No ejection or sump pumps are proposed.
- e. Drainage arrives from Tributary Area 1, which is a portion of the developed area of the site, by flow through a drainage system of catch basins and storm sewers. This system is tributary to a Sediment Basin and a Micropool Extended Detention Basin. Outfall from this is controlled by an Orifice Control Basin to a catch basin in Menand Road. Tributary Area 2, which is a portion of the developed area of the site, by flow through a drainage system of catch basins and storm sewers. This system is tributary to a storage pipe gallery which is also tributary to the same catch basin in Menand Road. Tributary Area 3, which is a portion of the developed area of the site, by flow through a drainage system of catch basins and storm sewers. This system is tributary to a rain garden which is also tributary to the same catch basin in Menand Road. Tributary Area 4, which is a portion of the developed area of the site, by flow through a drainage system of catch basins and storm sewers. This system is tributary to a detention basin which is also tributary to the same catch basin in Menand Road. Tributary Area 5 is an undeveloped portion of the site. Drainage arrives from Tributary Area 5 at this stream course by sheet flow and shallow concentrated flow from the site most of which flows across lots on Sage Estates and along the road. The site is steeply sloped and locating the system on the lowest side of the site was necessary. A rain garden has been designed in the courtyard area and a detention pond has been added to reduce the amount of water transiting through the Micropool Extended Detention Basin. Treatment is provided for stormwater bypassing the Micropool Extended Detention Basin utilizing a Downstream Defender Hydrodynamic Separator.

(k) Heating.

- (1) The main building will have a centralized hot water system. There are two domestic hot water heat exchanger tanks by Watts Aegis. One expansion tank is proposed. In the carriage homes, a 40 gallon hot water heater is proposed in each carriage home; Sanco Eco2 Systems, high efficiency tank, ECO285GLNST or equal or better. The product has a five year warranty.

For heating the main building, the building will use VRF Terminals: The building zones will be served by horizontal ducted VRF terminal units. The supply ductwork from the VRF terminal unit shall be insulated and distributed within the zone to Titus Omni style diffusers. The return back to the VRF terminal unit shall be uninsulated and the return grille shall be a filter style Titus 350. The filtered return grille will allow easy filter access in place of the unit located filter. Outdoor air for each space will be ducted down from the rooftop dedicated outdoor air system, to the VRF terminal unit through a balancing valve into the units return connection. Typical dwelling rooms will be served by 1 ton VRF units, with the largest spaces having 1.5 ton units. Most support spaces will be served by 2 ton VRF units. Dining room will be served with multiple 4-ton VRF units. The outdoor unit is LG ARUM504DTE5, has a one-year warranty. The indoor unit is LG ARNU183M1A4, has a one-year warranty and is energy star certified.

For heating the clubhouse and carriage home, a split system air conditioning, DX heat pump will be used. It is vertical air handling unit with a cold climate heat pump condensing unit and coil. The units will also have an electric resistance heating coil as backup in the event the temperature drops below the unit's capability. The units will be equipped with 2" MERV 8 filters in the return air duct. The supply from the AHU will be ducted to each room within the unit. The AHU will be in the mechanical room, the condenser will be outside, along the carriage home. The air handling unit is 42,000 BTU capacity, high efficiency SEER2 rating of 18.7, Trane TPVA0A0421AA70A, or equal or better. The AHU has a 10-year limited warranty on the compressor and the coil. The condenser is 42,000 BTU capacity, has a SEER rating of 18, Trane TRUZA0421KA70A or equal or better. The warranty on the condenser is for 10 years.

- (2) There are no boilers proposed.
- (3) There are no boilers proposed.
- (4) There are no burners proposed.
- (5) Controllers for the indoor VRF units will have the following features or abilities:
 - a. Single controller capable of controlling multiple indoor units as group.
 - b. Auto Timeout Touch Screen LCD: Timeout duration shall be adjustable.
 - c. Multiple Languages.
 - d. Temperature Units: Fahrenheit and Celsius.
 - e. On/Off: Turns indoor unit on or off.
 - f. Hold: Hold operation settings until hold is released.
 - g. Operation Mode: Cool, Heat, Auto, Dehumidification, Fan Only, and Setback.
 - h. Temperature Display: 1-degree increments.
 - i. Temperature Set-Point: Separate set points for Cooling, Heating, and Setback.

Adjustable in 1-degree increments.

- j. Relative Humidity Display: 1 percent increments.
- k. Relative Humidity Set-Point: Adjustable in 1 percent increments.
- l. Fan Speed Setting: Select between available options furnished with the unit.
- m. Airflow Direction Setting: If applicable to unit, select between available options furnished with the unit.
- n. Seven-day programmable operating schedule with up to eight events per day. Operations shall include On/Off, Operation Mode, and Temperature Set-Point.
- o. Auto Off Timer: Operates unit for an adjustable time duration and then turns unit off.
- p. Occupancy detection.
- q. Service Notification Display: "Filter".
- r. Service Run Tests: Limit use by service personnel to troubleshoot operation.
- s. Error Code Notification Display: Used by service personnel to troubleshoot abnormal operation and equipment failure.
- t. User and Service Passwords: Capable of preventing adjustments by unauthorized users.
- u. Setting stored in nonvolatile memory to ensure that settings are not lost if power is lost. Battery backup for date and time only.
- v. Low-voltage power required for controller shall be powered through non-polar connections to indoor unit.

(6) There are no radiators.

(7) Natural gas will be used on site, as described in the next section "Gas Supply".

(8) Not applicable, as no oil tanks are proposed.

(9) Not applicable, as no oil tanks are proposed.

(10) Domestic hot water will be generated with roof-mounted heat pump water heaters providing the following capacity: 1,220 gallons per hour recovery, a load of approximately 1,120 MBh, and usable domestic hot water storage tanks of 1200 gallons. The heat pump water heater is LYNC, AEGIS 500A or equal or better. The storage tank, located in the lower level, is WATTS, AEGIS or equal or better. The storage tank has a warranty of two years. The heat pump water heater has a warranty of one year and a coefficient of performance (COP) of 5.0 or higher.

(I) Gas supply (if not described above).

(1) Natural gas equipment:

Generator: A singular 2000A, 480V service will be provided with feeders into the main building's main electrical room. A 1000kW/1250kVA, 480V natural gas generator will be provided with electrical feeders into the main building's main electrical room. The generator is placed outside, near the trash enclosure.

Outdoor Fireplace: Majestic Products – Lanai 48 – Linear Outdoor Gas Fireplace, along the west side of the main building.

Commercial Kitchen Equipment: Tilt skillet, convection oven, range with oven, griddle, char broiler, and fryer.

(2) One gas meter will be placed outside the main building, next to the fire pump room. One gas meter will be placed outside the clubhouse, along the north façade. There is no gas provided to the carriage homes.

(3) Black steel piping shall conform to ASTM A53 or ASTM A106 seamless, Schedule 40 weight pipe. Fittings: Listed in accordance with ANSI LC4/CSA 6.32.

1. For natural gas service, -40 deg. F to 180 deg F at 125 PSI.

2. Sizes 1/2 inch through 4 inch, Schedule 40.

3. Schedule 40 steel fittings with zinc/nickel coating for use with IPS schedule 40 carbon steel, pipe conforming to ASTM A53 or ASTM A106. Fittings shall have an HNBR sealing element, 420 stainless steel grip ring, separator ring and "Smart Connect" (SC) feature.

(m) Air conditioning.

(1) Building Zones: The main building will be broken down into HVAC zones. Each of the dwelling units will be its own zone. Interior support rooms will be zoned together based on space adjacency, exposure, and usage. Large occupancy spaces will be their own zone.

For the clubhouse and carriage homes, the system will consist of a vertical air handling unit with cold climate heat pump and electric backup coil. The AHU will be TRANE TPVA0A0421AA70A & TRUZA0421KA70A or equal or better.

(2) VRF Terminals: The main building zones will be served by horizontal ducted VRF terminal units. The supply ductwork from the VRF terminal unit shall be insulated and distributed within the zone to Titus Omni style diffusers. The return back to the VRF terminal unit shall be uninsulated and the return grille shall be a filter style Titus 350. The filtered return grille will allow easy filter access in place of the unit located filter. Outdoor air for each space will be ducted down from the rooftop dedicated outdoor air system, to the VRF terminal unit through a balancing valve into the units return connection. Typical dwelling rooms will be served by 1-ton VRF units, with the largest spaces having 1.5 ton units. Most support spaces will be served by 2 ton VRF units. Dining room will be served with multiple 4 ton VRF units. The outdoor unit is LG ARUM504DTE5, has a one-year warranty. The indoor unit is LG ARNU183M1A4, has a one-year warranty and is energy star certified.

For cooling the clubhouse and carriage home, a split system air conditioning, DX heat pump will be used. It is vertical air handling unit with a cold climate heat pump condensing unit and coil. The units will also have an electric resistance heating coil as backup in the event the temperature drops below the unit's capability. The units will be equipped with 2" MERV 8 filters in the return air duct. The supply from the AHU will be ducted to each room within the unit.

- (3) VRF Air Cooled Condensers: The main building will be broken down into VRF groupings. Each grouping will be connected to a rooftop ACCU. The ACCUs will be located on roof equipment rails. The units will be equipped with all low ambient heating mode requirements. These include hail guards, electric pan heater, and derating sizes to maximize heating capacity to connected indoor units. Units shall be on the DOE cold climate heat pump list. Basis of design for VRF system is LG Multi V.

For the clubhouse and carriage homes the vertical AHU is connected to a cold climate heat pump condensing unit. The condensing unit will be located on the ground, mounted on a concrete pad.

- (4) No individual window units will be designed in the air conditioning system for this project.
- (5) Insulation will be provided above all ground domestic cold, refrigerant, hot and cold return water piping. Insulation will also be provided at all supply, exhaust, return, and outdoor air ductwork.

(n) Ventilation.

- (1) Outdoor air is provided to the spaces through roof mounted Dedicated Outdoor Air Systems. The DOAS units will be equipped with energy recovery system, filters, air source heat pump heating and cooling, electric heating coil backup, and supply and exhaust fans. The DOAS will have their supply and return ducted down into the space through shafts. Each penetration at the floor through the shaft will require duct fire/smoke combination dampers. The supply ductwork will be ducted to every VRF terminal unit and balanced for required outdoor air cfm. The return duct back to the DOAS will be ducted from all spaces requiring exhaust. Basis of design AAON. The building will have five 4000 CFM DOAS units and three 7200 CFM DOAS units to serve the building. Each DOAS will have its fans sized for 1.5" ESP on both the supply and return.

For the clubhouse and carriage homes outdoor air is provided to the unit through an energy recovery unit located next to the Vertical AHU:

RENEWAIR SL70L- the capacity is 51-76 cubic feet per minute, and has a 5 year warranty. The ERU units will be equipped with Energy recovery system, filters, and supply and exhaust fans. The DOAS will have its supply and return ducted down into the AHU. The ERV will be ducted to the exterior for both outdoor air intake and exhaust.

- (2) Exhausters: The areas of the main building requiring exhaust will be ducted to the return of the DOAS units to maximize the energy recovered from the building back to the outdoor air system. In the carriage homes and clubhouse, duct exhaust will be provided from bathrooms, storage rooms, and closets
- (3) Garage: The Garage in the Main Building will be equipped with a Honeywell E3 Point gas detection system. The detection system will alarm and notify the building control system and local occupancy of the alarm. The unit will also enable the garage exhaust fan located on the roof and open dampers on air intake louvers near the garage entrance to exhaust the copy required 0.75 CFM per square foot. The normally required 0.05 CFM per square foot will be supplied by the energy recovered unit. The unit will have its outdoor air and exhaust ducted to the exterior and louvers supplied. The garage will be provided with electric unit heaters to provide heating to 50° F maximum to keep piping from freezing.

The garage in the carriage homes do not have mechanical ventilation.

(o) Electrical system.

- (1) A singular 2000A, 480V service will be provided with feeders into the main building's main electrical room. A 1000kW/1250kVA, 480V natural gas generator will be provided with electrical feeders into the buildings main electrical room. The generator will be Kohler 1000REZK, or equal or better, with a one year warranty. The generator will serve the emergency lighting & exit signs, voice communication, and elevator.

The main service will be broken up into (3) automatic transfer switches to feed (3) different electrical system branches that include:

- 1) Normal Power Branch.
- 2) Life Safety Branch.
- 3) Optional Standby Branch.

Each electrical system branch will be provided with their own distribution panelboard. These panelboards need three feet of working clearance in front.

Power feeders from each distribution panelboard shall be provided and branch circuit panelboards shall be provided in each space on each floor. These panelboards need three feet of working clearance in front.

- 1) A 200A, 208V branch circuit panelboard will be located on each floor for normal power distribution.
- 2) A 200A, 208V branch circuit panelboard will be located on each floor for optional standby power distribution.
- 3) A 100A, 208V branch circuit panelboard will be located on each floor for life safety power distribution.
- 4) A 200A, 480V branch circuit panelboard will be located on each floor for life safety power distribution.

Electrical transformers that will convert the 480V power to 208V power will be provided where required.

For the carriage homes, a primary voltage network will be provided by the utility company. Utility transformers will be provided to feed (2) carriage homes each. Each carriage home will be metered separately by the utility company.

The Clubhouse will be provided with a 225A, 120/208V electrical service. A 40kW/62.5kVA standby generator will be provided for the Clubhouse Building. A 150A automatic transfer switch will be provided.

- (2) Service to individual dwelling units will be adequate to handle standard usage of appliances and outlets. In the main building, panelboards to units will be placed in an electrical room on each floor. Each carriage home will be provided with a 100A, 120/208V panelboard.
- (3) In the main building the main electrical room will be located on the sub level, near the loading zone.
- (4) unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers; Service to individual dwelling units will be adequate to handle standard usage of appliances and outlets. Branch circuits will be connected to branch circuit breakers. Circuit breakers will be sized to accommodate the equipment. Each branch circuit will utilize a dedicated neutral and grounding conductor. All conductors will be specified to be THHN/THWN type insulation, minimum of #12

AWG

(5) adequacy:

- a. Service to individual dwelling units will be adequate to handle standard usage of appliances and outlets.
- b. Lighting to be LED fixtures, provided per code requirements.
- c. Required outlets, convenience and dedicated will be provided according to requirements of the National Electric Code

(p) Intercommunication and/or door signal systems, security closed circuit TV.

- (1) A complete door and camera security system shall be installed for the entire main building. CCTV fixed camera stations shall be provided to view all exterior doors. The areas to be viewed by the CCTV cameras include the following areas: All corridors, nursing units, activity rooms, stairwells, elevators, dining rooms, and common areas. Intercom substations at entrance doors shall communicate with intercom master station. Intercom system shall be interconnected to CCTV system for automatic call-up of cameras when the attendant at an intercom master station acknowledges a call from an intercom substation. Outlet boxes will be provided as required by the program. Sponsor will provide back boxes and 3/4" conduit with pull string from each box stubbed up into the ceiling space. An emergency call system is not provided in the carriage homes.
- (2) A cable television system shall be provided in the Telecommunication room in the main building along with the Telephone and Data System. Cables for the television network will be routed from the Telecommunication room to IT closets on each floor. Outlet boxes will be provided as required by the program. Sponsor will provide back boxes and 3/4" conduit with pull string from each box stubbed up into the ceiling space. A cable television connection will be provided to each unit in the carriage homes and at the clubhouse.
- (3) In the main building, unit entry doors will have a peep hole and door chime. At the clubhouse and carriage homes, a doorbell will be provided.

(q) Public area lighting.

The public area lighting will be adequate to service the Community.

Corridors: general lighting will be provided using LED fixtures.

Unit entry: a wall sconce will be provided at the dwelling unit entry

Stairwell: 4' direct/indirect linear wall fixture, white acrylic lens down, no lens up, standard dimming, matte white finish, integrated motion sensor

Basement: 1'x1' parking garage led with no uplight, type 5 medium optics, integral emergency battery, and motion detector integral to unit

Exterior lighting: a combination of wall sconces, bollards, and light poles will be used at the entry, sidewalk, and parking areas.

(r) Garages and parking areas.

- (1) There will be parking spaces located in the sub level of the main building, typical spaces are 9' wide x 18' deep. Additional surface parking is provided around the main building, typical spaces are 9'-0" wide x 18' deep and is asphalt paving. The carriage homes are designed to have a one-car garage and asphalt driveway with capacity to hold one (1) vehicle. The clear area in the carriage home garage is 12' wide x 22' deep.
- (2) 56 parking spaces are proposed in the sub level of the main building. 19 surface parking spaces will be provided at the main entry for visitors. 47 surface parking spaces will be for additional parking. Carriage homes are designed to have one garage spot and a driveway parking space.
- (3) Surface level parking is designed to be a pavement base course and an asphalt binder course. 12' light poles are proposed for parking areas. Bollard lighting for pedestrian walkways.
- (4) Parking will be unattended.
- (5) Accessible parking spaces are provided at the following building entry points: two at the Main building, two at the secondary entry, and two at the staff/loading. One accessible parking space is provided at the clubhouse.
- (6) The main building garage will be mechanically ventilated using an exhaust fan and louvers installed in the exterior wall. The garages in the carriage home will not be mechanically vented.
- (7) An automatic wet sprinkler system is designed for the main building garage. The garage level will have a fire pump room. The carriage home garages will not have a sprinkler system.
- (8) In the main building, floor drains are proposed at the center of the indoor garage. Rainwater from the surface parking will drain to the stormwater collection system. In the carriage homes, the garage floor is sloped to allow runoff to flow into the driveway.

(s) Swimming pool(s).

There are no pools designed for the community.

(t) Recreation facilities. Tennis courts, playgrounds and recreation facilities.

(1) No tennis courts are designed for this community

(2) No playgrounds are designed for this community.

(3) Outdoor amenities include: a fireplace near the lower level of the clubhouse; a bocce ball court near the clubhouse; a community garden with raised garden beds; a walking path is provided around the campus and at the lawn area near the carriage homes. All surfaces are asphalt paving.

(4) The clubhouse lower level will have a TV Room (239 sf), Great Room (477 sf), Display Kitchen (215sf), Pantry (65), Screen Porch (144 sf), two unisex toilets (53 sf each) and MEP support spaces. The lower level has a walk out portion that provides access to the landscape. The maximum occupant load of the lower level is 80. The ground floor plan of the clubhouse will have a vestibule (123 sf) Lobby/Living Room (285 sf), Card Room (204 sf), Meeting Room (100 sf), and Office (63 sf) and a unisex toilet (56 sf). The maximum occupant load of the ground floor is 65. An elevator and staircase are provided.

- (u) **The community will have the following site amenities: clubhouse, community garden, bocce ball court, dog park, firepit, a tree grove, an overlook, and a walking loop. The clubhouse will contain a great room, card room, meeting room, lobby, screened porch, and restrooms.**

The Project is designed to be in compliance with all applicable Federal, state and local laws for people with disabilities. Provisions include assistance in access to all levels of the building, bathing, toileting, and cooking. Ramps, railings, grab bars, turning radius, building signage with braille, and appropriate height of building elements are all ways that the design complies with the Americans with Disabilities Act.

There will be 3 Type A units; two in the main IL apartment building and one in the carriage homes. In the main building, one accessible unit will be placed on the first floor near the north elevator. This unit is a two-bedroom unit. The second accessible unit in the main building is on the second floor, near the south elevator. This unit is a one-bedroom unit. The accessible carriage home unit will be the unit closest to the clubhouse.

- (v) **Permits and certificates.**

The following permits will be required:

Albany County Health Department of Health review of commercial kitchen.

Village of Menands Building Permit

Village of Menands Demolition Permit

New York State Elevator & Conveyance Permit

New York State Department of Environmental Conservation – SPDES GP#0-20-001

Albany County Department of Health – DOH 347 – Application for Backflow Prevention Devices,

Albany County Department of Health – DOH 348 – Application for Public Water Supply Improvements

New York State Department of Environmental Conservation & Albany County Department of Health – Approval of extension of Sewer Service to projects generating more than 2500 GPD

Albany County Department of Health –Application for Public Water Supply Sewer System Improvements

New York State Department of Transportation – Highway and Utility installation Permits

Village of Menands – Sewer Connection Permit

Village of Menands – Water Connection Permit

The following building inspections will take place:

NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, inspected annually

NFPA 72, the National Fire Alarm and Signaling Code, inspected annually

NFPA 80, Standard for Fire Doors and Fire Windows, inspected annually

Elevator: Category One (CAT1) annual inspections, Category Five (CAT5) every five years

(w) Violations.

As of the date of this report there are no agencies imposing a violation.

(x) Unit information.

There are 76 IL apartment units proposed, the unit mix is: 16 one-bedroom (816 sf), 40 one-bedroom w/ den (947 sf), and 20 two-bedroom (1,325 sf) units. There are 56 Carriage home units; 20 duplexes (1,200 sf) and 12 triplexes (1,400 sf). Phase 1 will have 76 IL units and 13 Carriage Home units. Phase 2 will have 43 Carriage Home units.

The ceiling height on levels one two, three and four are 9'-0" in the living room, kitchen, and bedroom spaces; and 8'-0" in the bathrooms.

Dwelling Unit Finish for the apartments:

TYPICAL IL UNIT FINISH SCHEDULE

ROOM NAME	FLOOR		WALL FINISH		CEILING FINISH	RUNNING TRIM			DOOR			MILLWORK	COMMENTS
	FIELD	TRANSITION	MAIN	ACCENT		BASE TRIM	WINDOW TRIM	DOOR TRIM	DOOR FRAME	DOOR			
IL BATHROOM 1	UPT1F-01A/01B; UPT1F-02A/02B	UMTS-01	UP-GEN	UPT1W-02A/02B	UP-CLG	UB-01/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B; UQZR-01A/01B; UCP-01	ACCENT WALL FINISH ON SHOWER WALLS
IL BATHROOM 2	UPT1F-01A/01B; UPT1F-02A/02B	UMTS-01	UP-GEN	UPT1W-02A/02B	UP-CLG	UB-01/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B; UQZR-01A/01B; UCP-01	ACCENT WALL FINISH ON SHOWER WALLS
IL BEDROOM 1	UCPT-01A/B	UMTS-01	UP-01A/01B	--	UP-CLG	UB-01/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	CLOSET TO RECIEVE SAME FINISH AS ROOM
IL BEDROOM 2	UCPT-01A/B	UMTS-01	UP-01A/01B	--	UP-CLG	UB-01/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	CLOSET TO RECIEVE SAME FINISH AS ROOM
IL FOYER	ULVT-01A/01B	UMTS-01	UP-GEN	--	UP-CLG	UB-01/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	CLOSET TO RECIEVE SAME FINISH AS ROOM
IL KITCHEN	ULVT-01A/01B	--	UP-GEN	UPT1W-01A/01B	UP-CLG	UB-01/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B; UQZR-01A/01B; UCP-01	WALL ACCENT FOR FULL HEIGHT KITCHEN BACK SPLASH
IL LAUNDRY	UPT1F-01A/01B	UMTS-01	UP-GEN	--	UP-CLG	UB-01/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	REFER TO PLAN FOR ADDITIONAL INFORMATION
IL LIVING ROOM & DINING	ULVT-01A/01B	UMTS-01	UP-GEN	--	UP-CLG	UB-01/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	--
IL POWDER ROOM	UPT1F-01A/01B	UMTS-01	UP-GEN	--	UP-CLG	UB-01/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B; UQZR-01A/01B; UCP-01	--
IL WALK IN CLOSET	UCPT-01A/B	UMTS-01	UP-GEN	--	UP-CLG	UB-01/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	REFER TO PLAN FOR ADDITIONAL INFORMATION

The finishes for the carriage homes:

TYPICAL COTTAGE FINISH SCHEDULE GROUND LEVEL

ROOM NAME	FLOORING		WALL FINISH		CEILING	RUNNING TRIM				DOORS		MILLWORK	REMARKS
	FIELD	TRANSITION	MAIN	ACCENT		BASE TRIM	WINDOW TRIM	DOOR TRIM	DOOR FRAME	DOOR			
TRIPLEX A GROUND FLOOR													
GARAGE	CSD	UMTS-01	UP-GEN	--	UP-QLG	UB-01U/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	--
BEDROOM	UCPT-01A/B	UMTS-01	UP-01A/01B	--	UP-QLG	UB-01U/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	CLOSET TO RECEIVE SAME FINISH AS ROOM REFER TO PLAN FOR ADDITIONAL INFORMATION
COATS	ULVT-01A/01B	--	UP-GEN	--	UP-QLG	UB-01U/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	--
PRIMARY BEDROOM	UCPT-01A/B	UMTS-01	UP-01A/01B	--	UP-QLG	UB-01U/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	--
PRIMARY BATH	UPT1F-01A/01B; UPT1F-02A/02B	UMTS-01	UP-GEN	UP71W-02A/02B; UMTS-02	UP-QLG	UB-01U/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B,U QZR-01A/01B; UCP-01	ACCENT WALL FINISH ON SHOWER WALLS. REFER TO PLAN FOR ADDITIONAL INFORMATION
W/C	UCPT-01A/B	UMTS-01 IF BUTTERED UP TO DIFFERENT FLOORING TYPE	UP-GEN	--	UP-QLG	UB-01U/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	REFER TO PLAN FOR ADDITIONAL INFORMATION
BATHROOM	UPT1F-01A/01B; UPT1F-02A/02B	UMTS-01	UP-GEN	UP71W-02A/02B; UMTS-02	UP-QLG	UB-01U/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B,U QZR-01A/01B; UCP-01	ACCENT WALL FINISH ON W SHOWER WALLS REFER TO PLAN FOR ADDITIONAL INFORMATION
LAUNDRY	UPT1F-01A/01B	UMTS-01	UP-GEN	--	UP-QLG	UB-01U/UP-TRIM	--	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	REFER TO PLAN FOR ADDITIONAL INFORMATION
LIVING/DINING	ULVT-01A/01B	UMTS-01	UP-GEN	--	UP-QLG	UB-01U/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	--
KITCHEN	ULVT-01A/01B	UMTS-01	UP-GEN	UP71W-01A/01B; UMTS-02	UP-QLG	UB-01U/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UCAB-01A/01B,U QZR-01A/01B; UCP-01	PANTRY TO RECEIVE SAME FINISH AS ROOM. REFER TO PLAN FOR ADDITIONAL INFORMATION
FOYER	ULVT-01A/01B	UMTS-01	UP-GEN	--	UP-QLG	UB-01U/UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	UP-TRIM	--	--
SCREEN PORCH	--	--	EXTERIOR MATERIAL	--	REFER TO EXTERIOR SECTIONS	--	REFER TO EXTERIOR SECTIONS	REFER TO EXTERIOR SECTIONS	REFER TO EXTERIOR SECTIONS	REFER TO EXTERIOR SECTIONS	REFER TO EXTERIOR SECTIONS	--	--

Finish Schedule of materials used in the IL Units:

UNIT COLOR SELECTIONS SHEET					
KEY NAME	MANUFACTURER	STYLE / NUMBER	COLOR NUMBER	SIZE	COMMENTS
CARPET					
UCPT-01A	J&J FLOORING	SANIBEL	TBD	12'	IL/COTTAGES
UCPT-01B	J&J FLOORING	SANIBEL	TBD	12'	IL/COTTAGES
UCPT-02	J&J FLOORING	SANIBEL	TBD	12'	AL
COUNTERTOP					
UQZR-01A	WILSONART	QUARTZ	TBD		IL/COTTAGES
UQZR-01B	WILSONART	QUARTZ	TBD		IL/COTTAGES
UQZR-02	WILSONART	QUARTZ	TBD		AL/MC
DECORATIVE CABINET PULL					
UCP-01	TYP. ALLOWANCE \$5 PER PULL	TBD	TBD		
FLOOR TILE					
UPT/F-01A	DALTILE	UNIFORM CONCRETE	TBD	12" x 24"	IL/COTTAGES - BATHROOM FLOOR
UPT/F-01B	DALTILE	UNIFORM CONCRETE	TBD	12" x 24"	IL/COTTAGES - BATHROOM FLOOR
UPT/F-02A	DALTILE	UNIFORM CONCRETE	TBD	12" x 24"	IL/COTTAGES - SHOWER FLOOR TILE
UPT/F-02B	DALTILE	UNIFORM CONCRETE	TBD	12" x 24"	IL/COTTAGES - SHOWER FLOOR TILE
UPT/F-03	DALTILE	UNIFORM CONCRETE	TBD	12" x 24"	AL/MC - BATHROOM FLOOR
UPT/F-04	DALTILE	UNIFORM CONCRETE	TBD	12" x 24"	AL/MC - SHOWER FLOOR TILE
LUXURY VINLY TILE					
ULVT-01A	J&J FLOORING	CLASSICS	TBD		IL/COTTAGES
ULVT-01B	J&J FLOORING	CLASSICS	TBD		IL/COTTAGES
ULVT-02	J&J FLOORING	CLASSICS	TBD		AL/MC
METAL TRANSITION STRIP					
UMTS-01	SCHLUTER	SCHIENE	TBD		FLOOR FINISH TRANSITION
UMTS-02	SCHLUTER	JOLLY	TBD		LOCATION: SHOWER TILE EDGE TRANSITION TO WALL
PAINT					
UP-01A	BENJAMIN MOORE	TBD	TBD		IL/COTTAGES ACCENT
UP-01B	BENJAMIN MOORE	TBD	TBD		IL/COTTAGES ACCENT
UP-02	BENJAMIN MOORE	TBD	TBD		AL/MC ACCENT
UP-CLG	BENJAMIN MOORE	TBD	TBD		CEILING PAINT
UP-GEN	BENJAMIN MOORE	TBD	TBD		GENERAL WALL FIELD PAINT
UP-TRIM	BENJAMIN MOORE	TBD	TBD		TRIM/BASE/DOORS
PREMANUFACTURER CABINET					
UCAB-01A	MERILLAT CABINERY	STAIN	TBD		IL/COTTAGES
UCAB-01B	MERILLAT CABINERY	STAIN	TBD		IL/COTTAGES
UCAB-02	MERILLAT CABINERY	PAINTED	TBD		AL/MC
WALL BASE					
UB-01	TBD	4" WOOD BASE	PAINTED BASE		MC/AL/IL/ COTTAGES
WALL TILE					
UPT/W-01A	DALTILE	KEYSTONE - 1 x 3 HERRINGBONE	TBD	MOSAIC - GLOSSY	IL/COTTAGES - BACKSPLASH
UPT/W-01B	DALTILE	KEYSTONE - 1 x 3 HERRINGBONE	TBD	MOSAIC - GLOSSY	IL/COTTAGES - BACKSPLASH
UPT/W-02A	DALTILE	KEYSTONE - 1 x 3 LATTICE WEAVE	TBD	MOSAIC - MATTE	IL/COTTAGES - SHOWER TILE
UPT/W-02B	DALTILE	KEYSTONE - 1 x 3 LATTICE WEAVE	TBD	MOSAIC - MATTE	IL/COTTAGES - SHOWER TILE
UPT/W-03	DALTILE	KEYSTONE - 2 x 8	TBD	TILE	AL - BACKSPLASH
UPT/W-04	DALTILE	KEYSTONE - 2 x 2	TBD	MOSAIC - MATTE	AL/MC - SHOWER TILE
WINDOW TREATMENTS					
WT-RS-01	MECHOSHADE (BASIS OF DESIGN)	MANUAL MECHOSHADE EXTENDED, CEILING MOUNTED, W/ LIFT ASSIST MECHANISM, W/ MATCHING FASCIA	THERMOVEIL, PRIVACY WEAVE 0%-1%, COLOR WHITE 0901	SEE FINISH PLAN FOR LOCATIONS	SEE SPEC BOOK FOR ADDITIONAL INFORMATION, EQUAL ALTERNATES ACCEPTED

(1) Bathroom Fixtures (all or Equal or Better Quality):

Water closet: American Standard #715AA.001 Cadet, floor mounted, vitreous china, 16.5 in. high, siphon jet, 1.28 GPF, elongated bowl, fully glazed 2 in. ball pass trapway.

Sink: American Standard #0495.221, 17-1/8 in. x 14-1/8 in. oval, undermount, vitreous

china lavatory with front overflow

Shower: Best Bath P26337ADF1FTT, one-piece molded fiberglass 63 in. x 38 in. shower pan, 2 in. drain with stainless steel strainer; barrier free front trench drain with 5/8 in. deep tile inset recess depth. Provide with anchoring adhesive kit

(2) Appliances in the Laundry and Kitchen (all or Equal or Better Quality):

a. The appliances are typical for all units:

Washer: LG / WM1455H_AV, COLOR: GRAPHITE STEEL

Dryer: 30BLG / DLHC1455V, COLOR: GRAPHITE STEEL

Stacked washer/dryer: 36BLG / WKGX201HBA AND WKEX200HBA,
COLOR: BLACK STEEL

Range/Oven: BFRIGIDAIRE / FFEH3054 S, COLOR: SS

Range/Oven (accessible): FRIGIDAIRE / FFED3025P S, COLOR: SS

Refrigerator 7BFRIGIDAIRE / GRFG2353AF SS, COLOR: SS

Microwave: FRIGIDAIRE / FFMV1846VS, COLOR: SS

Microwave(accessible): BZLINE/1217463 MODEL #MWD-1, SS

Dishwasher: FRIGIDAIRE / FFBD2420US, COLOR: SS

Dishwasher (accessible): FRIGIDAIRE / FFBD2420US, COLOR: SS

Sponsor reserve the right to substitute appliances and fixtures of Equal or Better Quality for all of the above. Appliances labeled as accessible are placed within the Type 1A, accessible dwelling units.

(y) Finish schedule of spaces other than units.

FINISH SCHEDULE								
ROOM #	ROOM NAME	FLOORING		WALL FINISH		CEILING	COUNTERTOP COLOR	CASEWORK COLOR
		FIELD	ACCENT	FIELD	ACCENT			
LEVEL B1								
001	PARKING GARAGE	--	--	--	--	--		
A1-001	STORAGE	SC-01	--	FRP-01	--	--		
A1-002	KITCHEN DRY STORAGE	SC-01	--	--	--	--		
A1-003	HOLDING	SC-01	--	FRP-01	--	--		
A1-004	LOADING	SC-01	--	FRP-01	--	--		
A1-005	LAUNDRY	PT/F-04	--	P-01	--	P-CLG	SSP-01	CAB-05
A1-006	TRASH / REC	SC-01	--	FRP-01	--	--		
A1-007	MAINT./OFFICES/CNTRL SUPPLY	SC-01	--	P-01	--	--		
A1-008	STORAGE	SC-01	--	FRP-01	--	--		
A1-009	IT/COMM.	SC-01	--	FRP-01	--	--		
A1-010	TOILET	PT/F-04	--	P-01	--	P-CLG		
A1-011	ATS/EM PWR.	SC-01	--	--	--	--		
A1-013	ELECT.RM	SC-01	--	FRP-01	--	--		
A1-014	STAFF BREAKROOM	LVT-05	--	P-01	--	P-CLG	SSP-01	CAB-05
A1-015	WELLNESS	LVT-05	--	P-01	--	P-CLG	--	--
A1-016	MEP/SERVICE ROOMS B	SC-01	--	FRP-01	--	--		
A1-017	MEP/SERVICE ROOMS A	SC-01	--	FRP-01	--	--		
A1-018	UNFINISHED BASEMENT	SC-01	--	--	--	--		
A1-020	FIRE PUMP	SC-01	--	--	--	--		
A1-021	ELEV. LOBBY	PT/F-04	--	P-01	--	P-CLG		
A1-022	TRASH RM	SC-01	--	FRP-01	--	--		
A1-023	RES. STORAGE	SC-01	--	FRP-01	--	--		

A1-024	BIKE ROOM	SC-01	--	FRP-01	--	--		
A1-040	ELEV. LOBBY	SC-01	--	P-01	--	P-CLG		
A1-042	TRASH RM	SC-01	--	FRP-01	--	--		
A1-047	RES. STORAGE	SC-01	--	P-01	--	--		
A1-048	RES. STORAGE	SC-01	--	P-01	--	--		
A1-049	HOUSEKEEPING	SC-01	--	FRP-01	--	--		
A1-243	SERV. LOBBY	SC-01	--	P-01	--	--		
A1-249	CORRIDOR	LVT-05	--	P-01	--	ACT-02		
A1-S10	STAIR 1	SC-01	--	--	--	--		
A1-S20	STAIR 2	SC-01	--	--	--	--		
A2-S10	STAIR 3	SC-01	--	--	--	--		
LEVEL 01								
115	STORAGE	CPT-04	--	FRP-01	--	--		
136	ELEV. 1	PT/F-01	--	PLAM	--	--		
150	ELEV. 2	PT/F-01	--	PLAM	--	--		
159-M	ELEV. 3	PT/F-04	--	PLAM	--	--		
176-S	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-T	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-U	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-V	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-W	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-X	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-Y	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
176-Z	CORRIDOR	CPT-07A	--	P-01	P-09	ACT-01		
A1-100	STORAGE	SC-01	--	FRP-01	--	--		
A1-101	VEST.	PT/F-01	TBD	P-01	--	P-CLG		
A1-102	LOUNGE	CPT-01	PT/F-01	P-01	PLAM-01, ST-02	DC-01, P-08		
A1-103	BAR/RECEP.	PT/F-02	QT-01	WVD-01, PLAM-03	MR-01, FWP-01	P-01, WDV-01	ST-02	
A1-104	BAR PREP.	QT-01	--	FRP-01	--	ACT-02		
A1-105	MAIN DINING	PT/F-03	CPT-02A/B	VWC-01	PTW-01	DC-02		
A1-106	MAIN KITCHEN	QT-01	--	FRP-01	--	ACT-02		
A1-107	MARKET	PT/F-02	--	PTW-02	P-01	DC-02		
A1-108	FITNESS	LVT-01	--	P-01	P-03	FWP-02		
A1-109	JC	SC-01	--	FRP-01	--	--		
A1-110	TOILET (M1)	PT/F-01	--	PTW-03	P-04	P-CLG	QRZ-01	
A1-110	STORAGE	SC-01	--	FRP-01	--	--		
A1-111	TOILET (W1)	PT/F-01	--	PTW-03	P-04	P-CLG	QRZ-01	
A1-111	CONSULT.	LVT-01	--	P-01	--	P-CLG	--	
A1-112	JC	SC-01	--	FRP-01	--	--		
A1-113	CONF. RM	CPT-04	--	P-02	--	P-CLG		
A1-114	MAIL	PT/F-03	--	P-02	--	P-CLG		
A1-115	MARKETING	CPT-04	--	P-02	--	P-CLG		
A1-116	DISC. RM.	CPT-04	--	P-02	--	P-CLG		
A1-117	HR OFF.	CPT-04	--	P-02	--	P-CLG		
A1-118	BUS. OFFICE	CPT-04	--	P-02	--	P-CLG		
A1-120	WRK RM	CPT-04	--	P-02	--	P-CLG		
A1-122	IT/ELEC	SC-01	--	FRP-01	--	--		
A1-124	REFUSE/RECY.	SC-01	--	P-BOH	--	--		
A1-134	CORRIDOR	CPT-03	--	P-01	P-09	ACT-03		
A1-135	CORRIDOR	CPT-03	--	P-01	P-09	ACT-03		
A1-140	REFUSE/RECY.	SC-01	--	P-BOH	--	--		
A1-142	HSKP.	SC-01	--	FRP-01	--	--		
A1-144	IT/ELEC.	SC-01	--	FRP-01	--	--		
A1-S11	STAIR 1	SC-01	--	--	--	--		
A1-S21	STAIR 2	SC-01	--	--	--	--		
A2-100a	VEST	PT/F-04	--	P-01	--	P-CLG		
A2-100b	LOBBY	CPT-07A	--	P-01	--	P-CLG		
A2-102	SENSORY ROOM	CPT-07A	--	P-01	--	P-CLG		
A2-104	RES. SERVICE	CPT-07A	--	P-BOH	--	ACT-01		
A2-106	LIVING ROOM	CPT-08A	--	P-01	PTW-03	P-CLG	QZR-03	PLAM-04
A2-117	JC	SC-01	--	FRP-01	--	--		
A2-118	MAINT	SC-01	--	FRP-01	--	--		
A2-119	IT	SC-01	--	FRP-01	--	--		
A2-120	ELEC.	SC-01	--	FRP-01	--	--		
A2-122	ACTIVITY/FOLDING	LVT-05	--	P-01	--	P-CLG	SSP-01	CAB-05
A2-124	LIFE STATION	LVT-05	--	P-01	--	P-CLG	SSP-01	CAB-05
A2-125	LAUNDRY	PT/F-04	--	P-01	--	ACT-01	SSP-01	CAB-05
A2-133	ACTIVITY	LVT-05	--	P-01	--	ACT-01		
A2-134	STORAGE	SC-01	--	FRP-01	--	--		
A2-135	TLT	PT/F-04	--	P-01	PTW-06	P-CLG		

A2-136	MED	VS-01	--	P-01	--	ACT-01		
A2-137	LOBBY	CPT-07A	--	P-01	--	P-CLG		
A2-138	SOILED	SC-01	--	FRP-01	--	ACT-02		
A2-139	CLEAN	SC-01	--	FRP-01	--	ACT-02		
A2-141	TRASH	SC-01	--	FRP-01	--	--		
A2-141a	SERV. LOBBY	CPT-07A	--	P-BOH	--	ACT-01		
A2-143	PANTRY	QT-01	--	FRP-01	--	ACT-02		
A2-145	OPEN KITCHEN	LVT-04	--	P-01	PT/W-05A	P-CLG	QZR-03	PLAM-04
A2-147	DINING ROOM	LVT-04	--	P-01	--	P-CLG	--	PLAM-04
A2-148	LIVING ROOM	CPT-08A	--	P-01	VWC-04	P-CLG	QZR-03	PLAM-04
A2-150	TLT.	PT/F-04	--	P-01	PT/W-06	P-CLG		
A2-152	LIFE STATION/SITTING	CPT-07A	--	P-01	--	P-CLG		
A2-156	CART STORAGE	CPT-07A	--	P-BOH	--	ACT-01		
A2-S11	STAIR 4	SC-01	--	--	--	--		

FINISH SCHEDULE								
ROOM #	ROOM NAME	FLOORING		WALL FINISH		CEILING	COUNTERTOP COLOR	CASEWORK COLOR
		FIELD	ACCENT	FIELD	ACCENT			
A2-S21	STAIR 3	SC-01	--	--	--	--		
LEVEL 02								
176-BB	CORRIDOR	CPT-07B	--	P-01	P-09	ACT-01		
176-CC	LOBBY	CPT-07B	--	P-01	--	P-CLG		
176-DD	CORRIDOR	CPT-07B	--	P-01	P-09	ACT-01		
A1-201	CARD/ACTIVITY RM	CPT-03	--	P-01	--	DC-02		
A1-202	GREAT ROOM	LVT-02	--	P-01	--	P-CLG	QZR-02	CAB-02
A1-203	ART ROOM	LVT-02	--	P-01	--	ACT-03	SSP-01	CAB-01
A1-204	MECH.	SC-01	--	FRP-01	--	--		
A1-205	THEATER	CPT-05	--	P-05	PLAM-01	FWP-XX		
A1-206	CHAPEL BOH & STORAGE	CPT-06	--	P-BOH	--	--		
A1-207	MECH.	SC-01	--	FRP-01	--	--		
A1-208	CHAPEL	CPT-06	--	P-01	P-05	DC-02		
A1-209	MULTI-PURPOSE	CPT-06	--	P-05	VWC-03	DC-02	QZR-02	PLAM-05
A1-210	MECH.	SC-01	--	FRP-01	--	--		
A1-212	MIXING RM.	LVT-03	--	P-01	--	P-CLG	SSP-01	CAB-03
A1-213	TOILET (M2)	PT/F-01	--	P-04	PT/W-03	P-CLG	QZR-01	
A1-214	TOILET (W2)	PT/F-01	--	P-04	PT/W-03	P-CLG	QZR-01	
A1-215	JC	SC-01	--	FRP-01	--	--		
A1-216	STORAGE	SC-01	--	FRP-01	--	--		
A1-217	CORRIDOR	CPT-03	--	P-01	--	P-CLG		
A1-222	IT/ELEC	SC-01	--	FRP-01	--	--		
A1-224	REFUSE/RECY.	SC-01	--	--	--	--		
A1-240	REFUSE/RECY.	SC-01	--	--	--	--		
A1-242	HSKP.	SC-01	--	FRP-01	--	--		
A1-244	IT/ ELEC.	SC-01	--	FRP-01	--	--		
A1-334	SITTING ROOM	CPT-07B	--	P-01	--	ACT-01		
A1-S12	STAIR 1	SC-01	--	--	--	--		
A1-S22	STAIR 2	SC-01	--	--	--	--		
A2-200	LIVING ROOM	CPT-07B	--	P-01	--			
A2-202	STORAGE	SC-01	--	P-BOH	--	ACT-01, P-CLG		
A2-203	JC	SC-01	--	FRP-01	--	--		
A2-204	MED ROOM	VS-01	--	P-01	--	ACT-01	SSP-01	CAB-05
A2-206	TLT	PT/F-04	--	P-01	PT/W-06	P-CLG		
A2-215	ELEC./IT	SC-01	--	FRP-01	--	--		
A2-216	CLEAN	SC-01	--	FRP-01	--	ACT-02		
A2-218	SOILED	SC-01	--	FRP-01	--	ACT-02		
A2-219	3 SEASON	PT/F-04	--	P-01	--	P-CLG		
A2-220	LAUNDRY	PT/F-04	--	FRP-01	--	ACT-01	SSP-01	CAB-05
A2-228	LIFE ENRICHMENT	LVT-05	--	P-01	--	ACT-01	QZR-03	CAB-04
A2-230	LIFE ENRICHMENT STORAGE	CPT-07B	--	P-BOH	--	--		
A2-231	SERV. LOBBY	CPT-07B	--	P-BOH	--	ACT-01		
A2-231a	TRASH	SC-01	--	FRP-01	--	--		
A2-233	OPEN KITCHEN	LVT-04	--	P-01	PT/W-05B	P-CLG	QZR-03	PLAM-04
A2-233a	PANTRY	QT-01	--	FRP-01	--	ACT-02		
A2-235	DINING ROOM	LVT-04	--	P-01	--	P-CLG	--	PLAM-04
A2-236	LIVING ROOM	CPT-08B	--	P-01	VWC-04	P-CLG	QZR-03	PLAM-04
A2-238	TLT.	PT/F-04	--	P-01	PT/W-06	P-CLG		

A2-240	LIFE STATION/SITTING	CPT-07B	--	P-01	--	P-CLG		
A2-242	HOUSEKEEPING	SC-01	--	FRP-01	--	--		
A2-243	STORAGE	SC-01	--	P-BOH	--	ACT-01		
A2-S12	STAIR 04	SC-01	--	--	--	--		
A2-S22	STAIR 3	SC-01	--	--	--	--		
LEVEL 03								
300	ELEV. 1	PT/F-01	--	PLAM	--	--	--	--
A1-310	IT/ELEC.	SC-01	--	FRP-01	--	--	--	--
A1-311	HSKP.	SC-01	--	FRP-01	--	--	--	--
A1-312	TRASH RM.	SC-01	--	FRP-01	--	--	--	--
A1-322	HSKP.	SC-01	--	FRP-01	--	--	--	--
A1-323	IT/ELEC	SC-01	--	FRP-01	--	--	--	--
A1-S13	STAIR 1	SC-01	--	--	--	--	--	--
A1-S23	STAIR 2	SC-01	--	--	--	--	--	--
A2-324	TRASH	SC-01	--	FRP-01	--	--	--	--
LEVEL 04								
400	ELEV. 1	PT/F-01	--	PLAM	--	--	--	--
A1-410	IT/ELEC.	SC-01	--	FRP-01	--	--	--	--
A1-411	HSKP.	SC-01	--	FRP-01	--	--	--	--
A1-412	REFUSE/RECY.	SC-01	--	--	--	--	--	--
A1-422	HSKP.	SC-01	--	FRP-01	--	--	--	--
A1-423	IT/ELEC	SC-01	--	FRP-01	--	--	--	--
A1-424	TRASH	SC-01	--	FRP-01	--	--	--	--
A1-S14	STAIR 1	SC-01	--	--	--	--	--	--
A1-S24	STAIR 2	SC-01	--	--	--	--	--	--

COLOR SELECTIONS SHEET				
KEY NAME	MANUFACTURER	STYLE/NUMBER	COLOR NUMBER	SIZE
ACOUSTIC CEILING TILE				
ACT-01	ARMSTRONG	DUNE (1852) WITH TEGULAR WITH INTERLUDE 9/16" GRID	WHITE	2' X 2'
ACT-02	ARMSTRONG	OPTIMA HEALTH ZONE LAY-IN WITH SUPERFINE XL 9/16" EXPOSED TEE	WHITE	2' X 2'
ACT-03	ARMSTRONG	ULTIMA LAY-IN WITH 9/16 BEVELED TEGULAR AND SUPRAFINE XL GRID	WHITE	24" X 72"
CARPET				
CPT-01	SHAW CONTRACT	WATERFALL - 5A269	SHINE (69155)	12'
CPT-02A	SHAW CONTRACT	TRYKE NUMBER: F997938	CUSTOM	12'
CPT-02B	SHAW CONTRACT	TRYKE NUMBER: F997938	CUSTOM	12'
CPT-03	SHAW CONTRACT	TRYKE NUMBER: F997934	CUSTOM	12'
CPT-04	EF CONTRACT	BATISTE II	BTT51 - SILK & SEQUINS	12 X 24 TILE
CPT-05	ENCORE HOSPITALITY CARPET	ECO	PRESSED FLINT	12'
CPT-06	MOHAWK GROUP	URBAN SHORES - FLOATING FORMS - BC579	938 - CASCADE	12'
CPT-07A	MOHAWK GROUP	RESTORATIVE WATERS	TBD	
CPT-07B	MOHAWK GROUP	RESTORATIVE WATERS	TBD	
CPT-08A	MOHAWK GROUP	URBAN SHORE - DRIFTING CURRENT BC578	TBD	
CPT-08B	MOHAWK GROUP	URBAN SHORE - DRIFTING CURRENT BC578	TBD	--
CPT-09	SHAW CONTRACT	WATERFALL - 5A269	LUSTER (69170)	
CORNER GUARD				
CG-01	CS ACROVYN	RECESSED CORNER GUARDS	CONTRACTOR TO ASSUME UP TO 3 COLORS	
CG-02	CS ACROVYN	SURFACE MOUNTED	CONTRACTOR TO ASSUME UP TO 3 COLORS	
CG-03	CS ACROVYN	STAINLESS STEEL CORNER GUARDS	TBD	
CG-04	CS ACROVYN	SURFACE MOUNTED	CONTRACTOR TO ASSUME UP TO 3 COLORS	
COVE BASE				
CB-01	SCHLUTER	DILEX - AHK ALUMINUM COVE BASE	SATIN NICKEL ANODIZED ALUMINUM	
CRASH RAIL				
CR-01	CS ACROVYN	SCR/BCR/ECR-48N	TBD	
DECORATIVE CABINET PULL				
CP-01	TBD	ALLOWANCE OF 25\$	TBD	
CP-02	TBD	ALLOWANCE OF 15\$	TBD	
CP-03	TBD	ALLOWANCE OF 10\$	TBD	
CP-04	ALUMINIUM C PULL	TBD	TBD	
DECORATIVE CEILING				
DC-01	DECORATIVE CEILING TILES	FAUX WOOD BEAM	SAND BLAST - PRIMED	
DC-02	RULON INTERNATIONAL	ENDURE LINEAR WOODGRAIN #900	TBD	
DECORATIVE SCREEN				
DS-01	ALLOWANCE \$100 sf	TBD		
DS-02	ALLOWANCE \$50sf	TBD		
FABRIC WRAPPED PANEL				
FWP-01	CARNEGIE FABRICS	LIMESTONE	6170 / 3	
FWP-02	KNOLL TEXTILE	HARDROCK	QUARTZ (W1007/4)	

FIBERGLASS REINFORCED PLASTIC				
FRP-01	NUDO	FIBERLITE	SMOOTH FINISH - WHITE (151)	PROVIDE FOR PROPER SEAM COVERS AND BASE CAPS
GLASS - DECORATIVE				
GL-01	BENDHEIM	FLUTED TEXTURED ARCHITECTURAL GLASS	PKEC-126	68" x 128"
GL-02	BENDHEIM	FLUTED TEXTURED ARCHITECTURAL GLASS	PKEC-1052	68" x 89"
HANDRAILS				
HR-01	CS ACROVYN	HRW-35	WHITE OAK - STAIN TO MATCH	
HR-02A	CUSTOM BARRES	SISSONE BRACKET FOR BARRE FITNESS	SILVER	CLOSED SADDLE; 2 MOUNTING HOLES
HR-02B	CUSTOM BARRES	BALLET BARRES	WOOD; MAPLE FINISH	1-5/8" DIA.
LEAN RAIL				
LR-01	CS ACROVYN	AW-LR	WHITE OAK - STAIN TO MATCH	
LUXURY VINYL TILE				
LVT-01	SHAW CONTRACT	SOUNDSCAPE - 4063V	63121- SILK	6" x 48"
LVT-02	COBALT SURFACES	KATANGA	CAPETOWN KPS-811	7" x 48"
LVT-03	SHAW CONTRACT	SOLITUDE - 0648V	48120- COTTONWOOD	6" x 48"
LVT-04	AVA FLOR	ALPINE OAK	KHAKI AO2D005L	9" x 48"
LVT-05	SHAW CONTRACT	SOLITUDE	TBD	6" x 48"
METAL				
MT-01	FLAT STOCK		BLACK	
METAL TRANSITION STRIPS				
MTS-01	SCHLUTER	DECO AE100D	SATIN ANODIZED ALUMINUM	
MTS-02	SCHLUTER	SCHIENE AEXXX	SATIN ANODIZED ALUMINUM	
MTS-03	SCHLUTER	SCHIENE AEXXX	SATIN ANODIZED ALUMINUM	
MTS-04	SCHLUTER	SCHIENE AEXXX	SATIN ANODIZED ALUMINUM	
MTS-06	SCHLUTER	RENO -TK	SATIN ANODIZED ALUMINUM	
MTS-07	SCHLUTER	RENO RAMP	SATIN ANODIZED ALUMINUM	
MIRROR				
MR-01	PULP STUDIO	MODERN REFLECTION AM 3006	60" x 120"	
PAINT				
P-01	SHERWIN WILLIAMS	SW 7526	MAISON BLANCHE	EGGSHELL FINISH
P-02	SHERWIN WILLIAMS	SW 6150	UNIVERSAL KHAKI	EGGSHELL FINISH
P-03	SHERWIN WILLIAMS	SW 9143	CADET	EGGSHELL FINISH
P-04	SHERWIN WILLIAMS	SW 6171	CHATROOM	EGGSHELL FINISH
P-05	BENJAMIN MOORE	1630	OCEAN FLOOR	EGGSHELL FINISH
P-06	SHERWIN WILLIAMS	SW 9163	TIN LIZZIE	FLAT
P-07	BENJAMIN MOORE	HC-81	MANCHESTER TAN	EGGSHELL FINISH
P-08	MDC	LIQUAPEARLESCENT PAINT	LP1022/4551	--
P-09	SHERWIN WILLIAMS	TBD		EGGSHELL FINISH
P-BOH	SHERWIN WILLIAMS	TBD		SEMI GLOSS
P-CLG	SHERWIN WILLIAMS	TBD	TBD	FLAT FINISH
P-TRIM	SHERWIN WILLIAMS	TBD	TBD	SATIN FINISH
PLASTIC LAMINATE				
PLAM-01	FORMICA	PECAN WOODLINE	5883-NG	
PLAM-02	FORMICA	BLACK BIRCHPLY	8552-NG	
PLAM-03	WILSONART	SATIN BRUSHED MEDIUM BRONZE ALUM.	6262 (419)	
PLAM-04	FORMICA	BEIGE ELM	05794-NG	
PLAM-05	WILSONART	LOFT OAK	7968K-12	
PLAM-06	WILSONART	SAP WALNUT	8221-38	
PORCELAIN TILE BASE				
PT/B-01	CROSSVILLE	NEST - COVE BASE	JOYOUS OLIVE	6" x12"
PT/B-02	CROSSVILLE	JAVA JOINT - COVE BASE	TWO SUGAR	6" x12"
PORCELAIN TILE FLOOR				
PT/F-01	CROSSVILLE	NEST	JOYOUS OLIVE	3" x 15"
PT/F-02	CROSSVILLE	MULTIPLIER	DARK GREY MATTE HEX MOSAIC	MOSIC
PT/F-03	ERGON	STONETALK	WHITE MARTELLATA - NAT	12" x 24"
PT/F-04	CROSSVILLE	JAVA JOINT	TWO SUGAR	12" x 24"
PT/F-05				
PORCELAIN TILE WALL				
PT/W-01	TILE BAR	BYZANTINE LATTE 3D CERAMIC SUBWAY	LATTE	3" x 9"
PT/W-02	TILE BAR	CHANCE DECO	WHITE	2" x 10"
PT/W-03	CERAMIC TECHNICS	RAVENNA ARTISAN STICKS	WHITE	2" x14"
PT/W-04	TILE BAR	NABI ALULU	GLACIER WHITE	MOSAIC
PT/W-05A	TILE BAR	PAINT	TBD	3" x 16"
PT/W-05B	TILE BAR	PAINT	TBD	3" x 16"
PT/W-06A	CERAMIC TECHNICS	STUDIO ELEMENTS BASIC EVO	TBD	4" x 12"
PT/W-06B	CERAMIC TECHNICS	STUDIO ELEMENTS BASIC EVO	TBD	4" x 12"
PT/W-07	MID AMERICA TILE	BRICK STYLE	BLACK	3" x 10"
PT/W-09	TBD	TBD	--	

SCHEDULE					
KEY NAME	MANUFACTURER	STYLE/NUMBER	COLOR NUMBER	SIZE	COMMENTS
PRE-MANUFACTURER CABINETS					
CAB-01	MERILLAT CABINETS	CLASSIC COLLECTION - MAPLE	NIGHTFALL		
CAB-02	MERILLAT CABINETS	CLASSIC COLLECTION - MAPLE	GRAPHITE DESERT		
CAB-03	MERILLAT CABINETS	CLASSIC COLLECTION - MAPLE	DUSK		
CAB-04	MERILLAT CABINETS	--	TBD		
CAB-05	MERILLAT CABINETS	--	TBD		
QUARRY TILE					
QT-01	DALTILE	QUARRY TILE	ARID GRAY - 0Q42	6" X 6"	
QUARRY TILE BASE					
QTB-01	DALTILE	QUARRY TILE - COVE BASE (Q-3565)	ARID GRAY	5" X 6"	
QUARTZ COUNTERTOP					
QZR-01	DALTILE	ONE QUARTZ SURFACES	ALMONDINE (NQ36) - POLISHED		
QZR-02	WILSONART	QUARTZ	CALACATTA VOLEGNO (Q4057)		
QZR-03	CORIAN	QUARTZ	VALENTE PEARL		
RUBBER BASE					
RB-01	JOHNSONITE	PERCEPTIONS - RECESS TOELESS 4 /14"	TBD		STRAIGHT TO GO WITH CARPET
RB-02	JOHNSONITE	PERCEPTIONS - RECESS TOE 4 /14"	TBD		COVE BASE TO GO WITH RESILIENT FLOORING
RUBBER TRANSITION STRIP					
RTS-01	JOHNSONITE	CTA-XX-J	TBD		
RTS-02	JOHNSONITE	SLT-XXX-B	TBD		
RTS-03	JOHNSONITE	SSR-XX-B	TBD		
SEALED CONCRETE					
SC-01	TBD	TBD	SATIN FINISH		
SOLID SURFACE COUNTERTOP					
SSP-01	WILSONART	SOLID SURFACE	ANGEL FALLS (9223SS)		
SSP-02					
STONE					
ST-01	TILE BAR	CALYPSO 3D CARVED	BLACK LIMESTONE NERO WITH BRASS INLAY	8" x 16"	
ST-02	STONE SOURCE	GREIGE ONYX	ONYX - POLISHED		
VINYL SHEET					
VS-01	ALTRO	ALTRO WOOD	URBAN CHERRY		
VINYL WALLCOVERING					
VWC-01	PHILLIP JEFFRIES	FADE VINYL CANVAS	7223 SAGE	52"/54"W	
VWC-02	EMMA HAYES	BLOOM ON VINLY	SAGE	51"W	
VWC-03	MDC	RISING TIDE	NOAH (3405RT)	53/54"W	
VWC-04	MDC	LUXE PATINA	SLATE (MCO2298)	54"W	
VWC-05	DE NOVO	INNER REALM	BLUE YONDER (DN2-RLM-16)	52/54"W	
WINDOW TREATMENTS					
WT-DEC-01-06	DECORATIVE WINDOW TREATMENTS PROVIDED BY OTHERS (FF&E)	CONTRACTOR TO PROVIDE BLOCKING IN ALL LOCATIONS			SEE FINISH PLAN FOR LOCATIONS
WT-RS-02	MECHOSHADE ROLLER SHADES (BASIS OF DESIGN) PROVIDED BY OTHERS (FF&E)	MANUAL MECHOSHX EXTENDED, CEILING MOUNTED, W/ LIFT ASSIST MECHANISM, W/ MATCHING FASCIA	SOHO, 1100 SERIES, 1% OPENESS, COLOR CROSBY		SEE FINISH PLAN FOR LOCATIONS
WT-RS-03	MECHOSHADE ROLLER SHADES (BASIS OF DESIGN) PROVIDED BY OTHERS (FF&E)	MANUAL MECHOSHX EXTENDED, CEILING MOUNTED, W/ LIFT ASSIST MECHANISM, W/ MATCHING FASCIA	SOHO, 1900 SERIES, 5% OPENESS, COLOR CROSBY		SEE FINISH PLAN FOR LOCATIONS
WT-RS-04	MECHOSHADE ROLLER SHADES (BASIS OF DESIGN) PROVIDED BY OTHERS (FF&E)	MANUAL MECHOSHX EXTENDED, CEILING MOUNTED, W/ LIFT ASSIST MECHANISM, W/ MATCHING FASCIA	BLACKOUT, 0700 SERIES, OPAQUE, COLOR WHITE		SEE FINISH PLAN FOR LOCATIONS
WOOD BASE					
WB-01	STAINED WOOD BASE	STAIN TO MATCH SAMPLE	POLYURETHANE FINISH	6"	
WB-02	STAINED WOOD BASE	STAIN TO MATCH SAMPLE	POLYURETHANE FINISH	6"	
WB-03	PAINTED WOOD BASE	PAINTED		6"	
WOOD VENEER					
WDV-01	WHITE OAK	STAIN TO MATCH PLAM-01			
WDV-02	WHITE OAK	STAIN TO MATCH PLAM-06			
WDV-03	WHITE OAK	STAIN TO MATCH SAMPLE			

(z) Safety and warning devices.

A complete addressable automatic/manual fire alarm and life safety system shall be provided including pull stations, smoke detectors, flow switches, horns, annunciator panel and control panel for the main building. The life safety systems shall comply with all national and local building codes. When a device is activated, the address and location is annunciated at the annunciator panel and control panel, horns are activated, magnetically held doors shall release, the mechanical system shall shut down, and the elevators shall return to the primary discharge level as a minimum. Remote annunciation at the local fire

department will be required. Carbon monoxide detectors as required for each open area as per code. A 120-volt smoke/carbon monoxide alarm detector shall be provided in each sleeping areas of each unit. Each shall have auxiliary contacts and interface to the building fire alarm system for alarm notification. Fire alarm in carriage homes shall consist of 120 volt interconnected units for standard dwelling units for smoke, annunciation, and carbon monoxide detection.

(ac) Further development.

The sponsor does not intend to add additional units to the main building, either above the existing roof, or by altering space within the building.

(ad) Asbestos.

The project is a proposed new development, materials containing asbestos will not be used.

(ae) Lead-based paint.

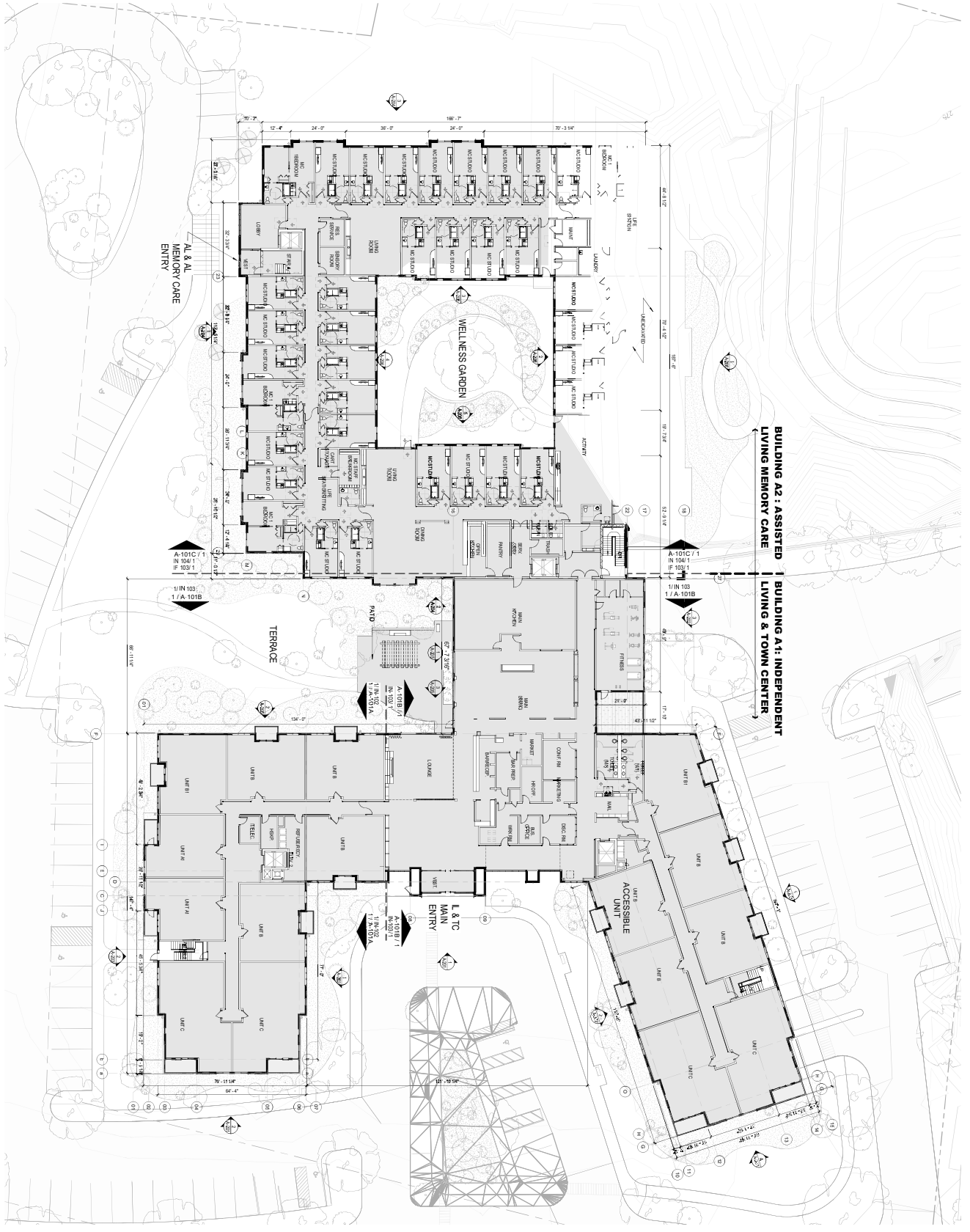
The project is a proposed new development, there are no existing reports on lead based paint and no lead based paint will be used.



SCHEDULE E

**SITE PLAN AND
FLOOR PLANS**

1 LEVEL 01 - RF FLOOR PLAN



NO.	DESCRIPTION	DATE
1	ISSUANCE	6-29-2023
	BY: J. EASTMAN	



PERKINS EASTMAN
ARCHITECTS

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PROJECT TITLE
FRANCISCAN
MINISTRIES - NEW
SENIOR LIVING IN
ALBANY, NY

PROJECT NO.
AR-101

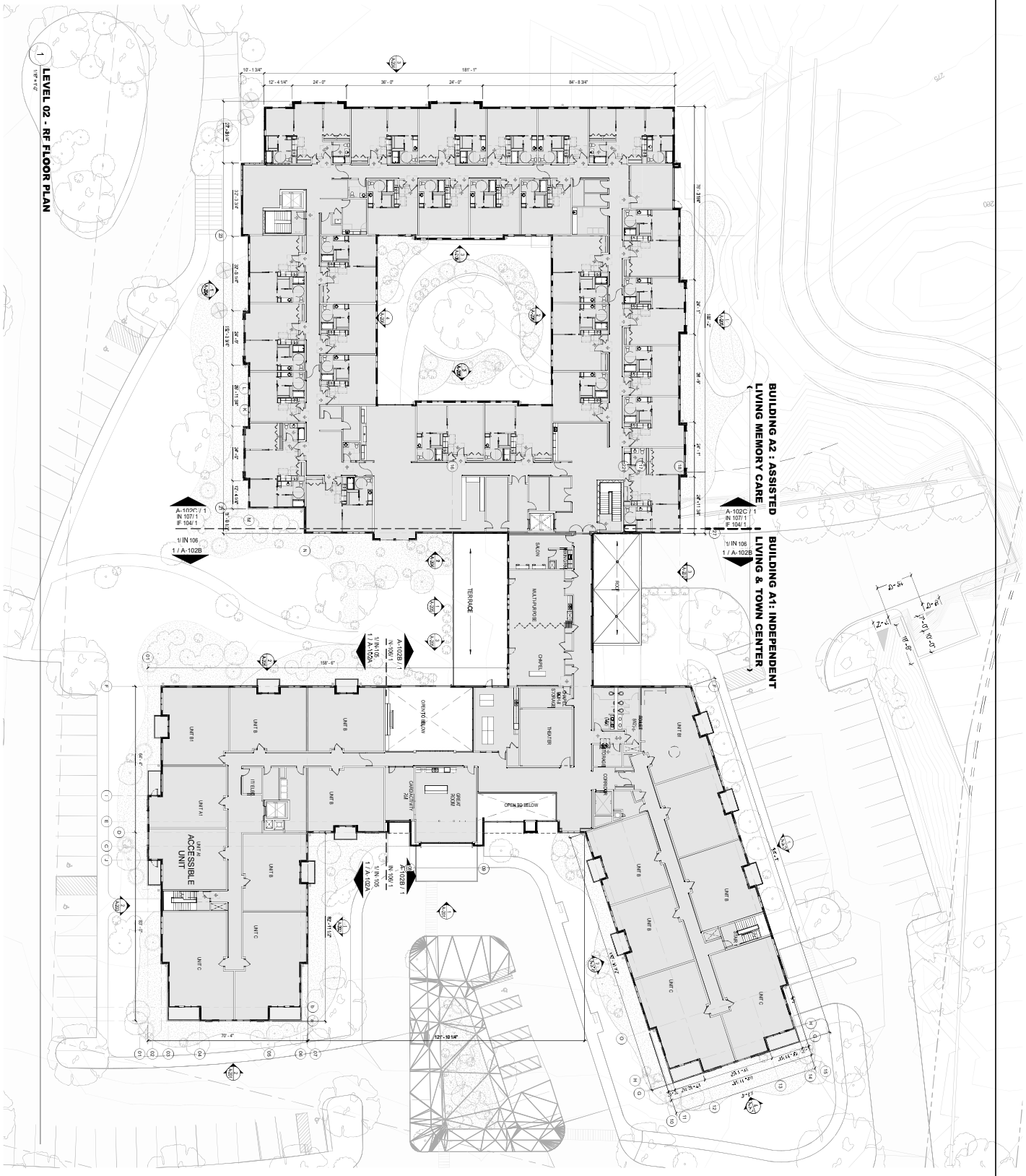
DATE
03-14-2022

PROJECT NO.
AR-101

DATE
03-14-2022

SCALE
1/8" = 1'-0"

DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION



NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
 ARCHITECTS
 110 WEST 47TH STREET
 NEW YORK, NY 10036
 P: 212.512.2000
 F: 212.512.1000
 WWW.PEKINS-EASTMAN.COM

FRANCISCAN MINISTRIES
 100 WEST 47TH STREET
 NEW YORK, NY 10036
 P: 212.512.2000
 F: 212.512.1000
 WWW.FRANCISCANMINISTRIES.COM

LETSON CONSTRUCTION COMPANY
 55 CANTON SQUARE, SUITE 200
 NEW YORK, NY 10014
 P: 212.512.2000
 F: 212.512.1000
 WWW.LETSONCONSTRUCTION.COM

FRANCISCAN MINISTRIES
 100 WEST 47TH STREET
 NEW YORK, NY 10036
 P: 212.512.2000
 F: 212.512.1000
 WWW.FRANCISCANMINISTRIES.COM

FRANCISCAN MINISTRIES
 100 WEST 47TH STREET
 NEW YORK, NY 10036
 P: 212.512.2000
 F: 212.512.1000
 WWW.FRANCISCANMINISTRIES.COM

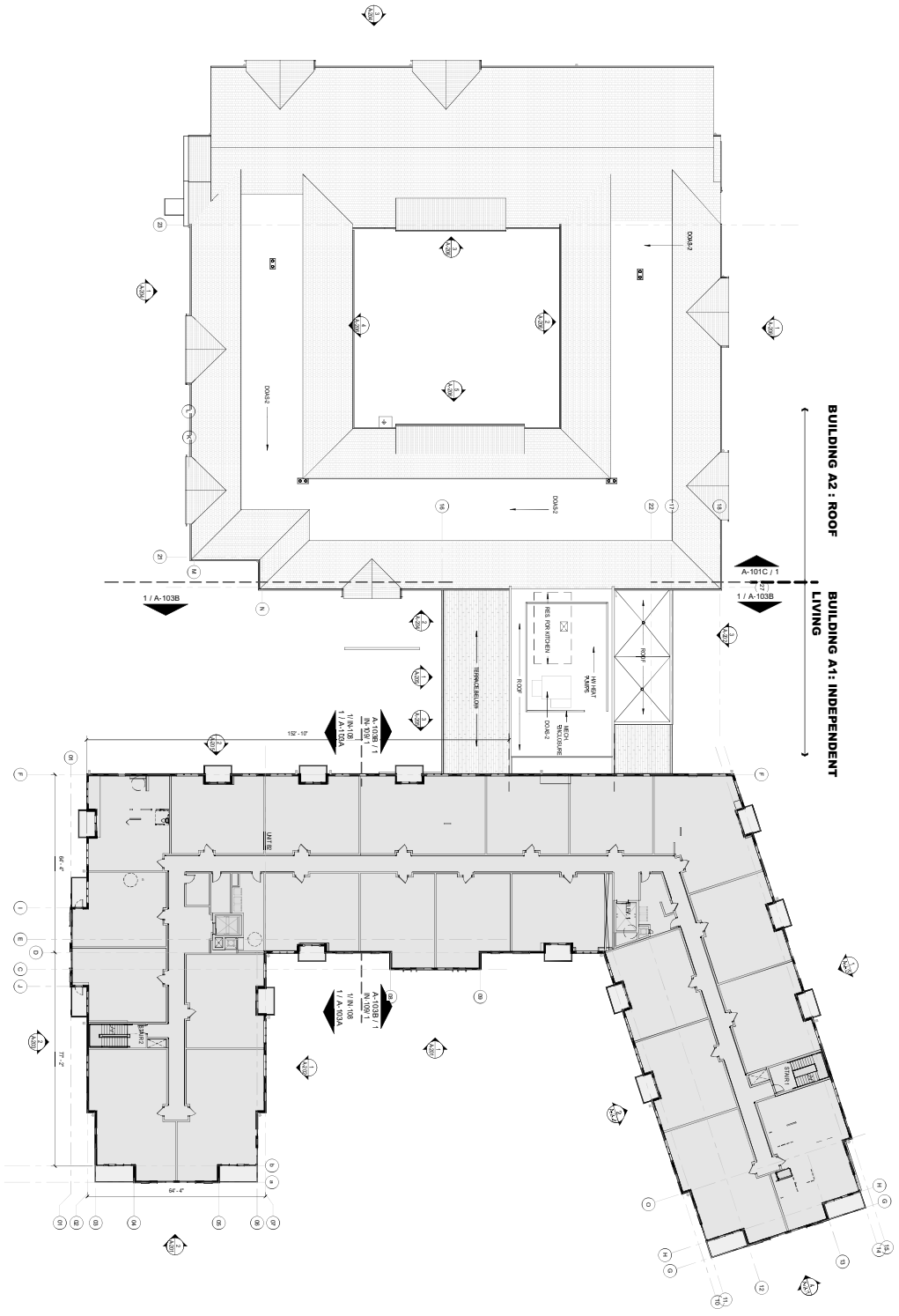
FRANCISCAN MINISTRIES
 100 WEST 47TH STREET
 NEW YORK, NY 10036
 P: 212.512.2000
 F: 212.512.1000
 WWW.FRANCISCANMINISTRIES.COM

PROJECT TITLE:
 FRANCISCAN MINISTRIES - NEW SENIOR LIVING IN ALBANY, NY

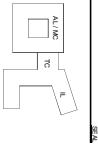
PRODUCT NO.: 86241.00
DRAWING TITLE: LEVEL 02 - REFERENCE FLOOR PLAN
SCALE: 1/8" = 1'-0"

AR-102
 DESIGN DEVELOPMENT
 NOT FOR CONSTRUCTION
 03-14-2022

1 LEVEL 03 - RF FLOOR PLAN
1/8" = 1'-0"



NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
ARCHITECTS

100 Park Avenue
New York, NY 10022
Tel: 212.512.2000
Fax: 212.512.2001

FRANCISCAN MINISTRIES
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Tel: 212.512.2000
Fax: 212.512.2001

LETOR CONSTRUCTION COMPANY
50 Canal Street
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Fax: 212.512.2001

INTERIORS & INTERIORS
100 Park Avenue
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Fax: 212.512.2001

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New York, NY 10022
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Fax: 212.512.2001

AR-103

DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION
03-14-2022

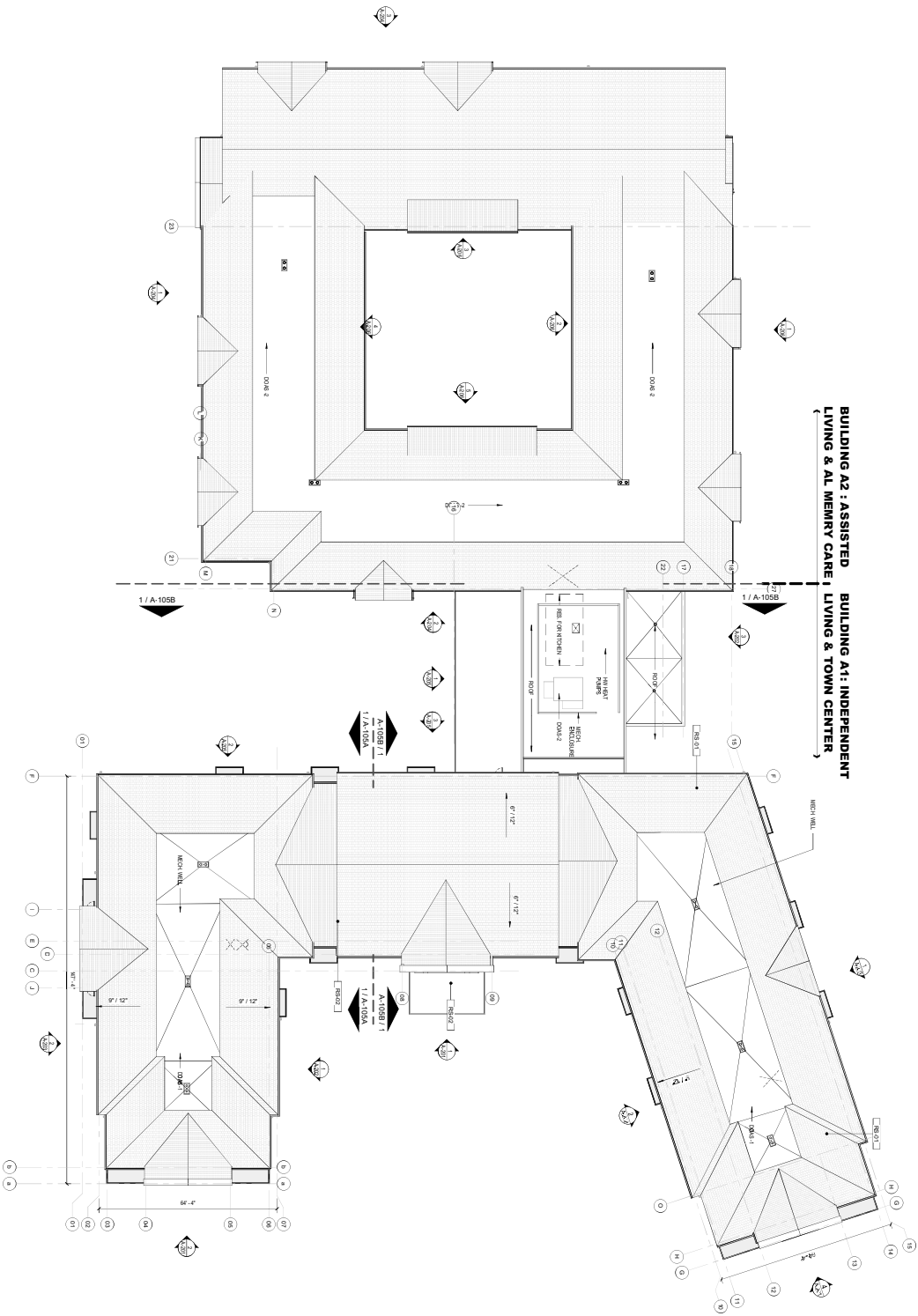
PROJECT TITLE
**LEVEL 03/04 -
REFERENCE FLOOR
PLAN**

PROJECT NO. 86241.00

DATE: 03/14/2022

SCALE: 1/8" = 1'-0"

1/8" = 1'-0"



NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
ARCHITECTS

100 Park Avenue
New York, NY 10022
Tel: 212.512.2000
Fax: 212.512.2001
www.perkinseastman.com

PROJECT: FRANCISCAN MINISTRIES
CLIENT: FRANCISCAN MINISTRIES
ARCHITECT: PERKINS EASTMAN
DATE: 6/29/2023

PROJECT TITLE: FRANCISCAN MINISTRIES - NEW SENIOR LIVING IN ALBANY, NY

PRODUCT: AR-105

SCALE: 1/8" = 1'-0"

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

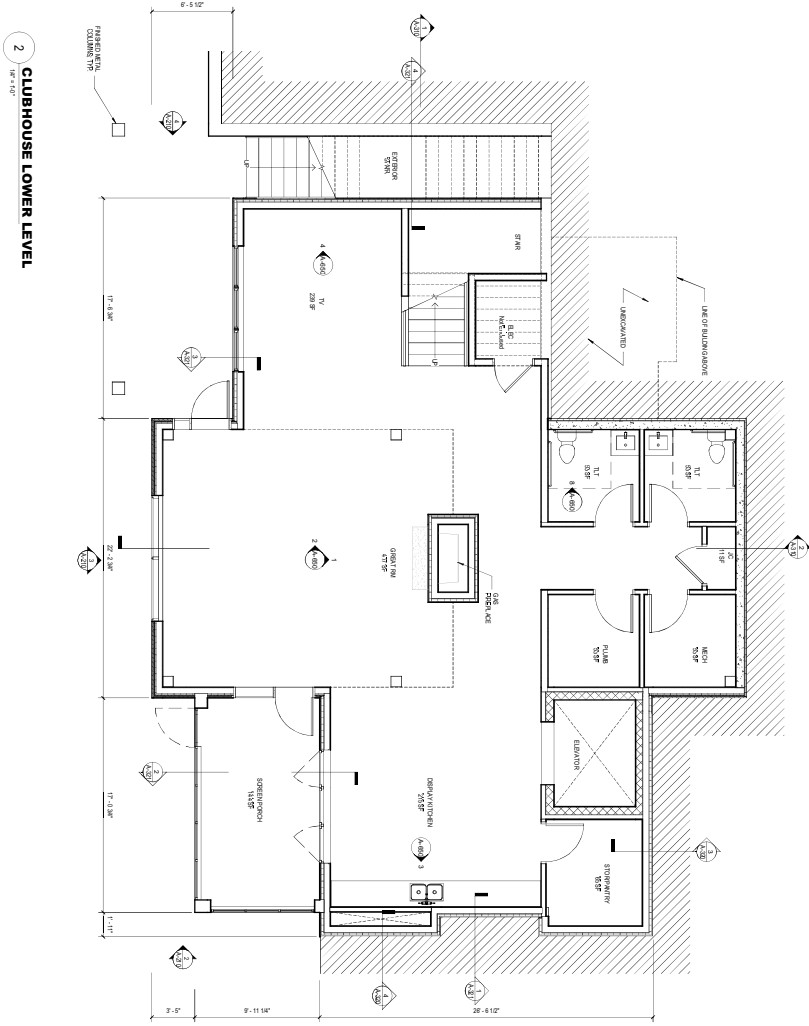
PROJECT NO.: 86241.00
CONTRACT NO.: 86241.00
DATE: 6/29/2023

PROJECT TITLE: FRANCISCAN MINISTRIES - NEW SENIOR LIVING IN ALBANY, NY

PRODUCT: AR-105

SCALE: 1/8" = 1'-0"

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION



2 CLUBHOUSE LOWER LEVEL
SCALE: 1/8" = 1'-0"

- GENERAL NOTES - PLANS**
1. CONSULTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING STRUCTURE AND UTILITIES PRIOR TO COMMENCEMENT OF WORK. VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING STRUCTURE AND UTILITIES PRIOR TO COMMENCEMENT OF WORK.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).

	NO.	DESCRIPTION	DATE
	1	SUBMISSION	6-29-2023

PERKINS EASTMAN
ARCHITECTS

500 WEST 105TH STREET
NEW YORK, NY 10025
P: 212 512 2000
F: 212 512 2001

LESTER CONSTRUCTION
150 WEST 105TH STREET
NEW YORK, NY 10025

CONCRETE & REINFORCEMENT
150 WEST 105TH STREET
NEW YORK, NY 10025

MECHANICAL & ELECTRICAL
150 WEST 105TH STREET
NEW YORK, NY 10025

PLUMBING & HEATING
150 WEST 105TH STREET
NEW YORK, NY 10025

PAINTING & FINISHES
150 WEST 105TH STREET
NEW YORK, NY 10025

LANDSCAPE ARCHITECTURE
150 WEST 105TH STREET
NEW YORK, NY 10025

GENERAL CONTRACTOR
150 WEST 105TH STREET
NEW YORK, NY 10025

PROJECT TITLE:
FRANCISCAN
MINISTRIES - NEW
SENIOR LIVING IN
ALBANY, NY

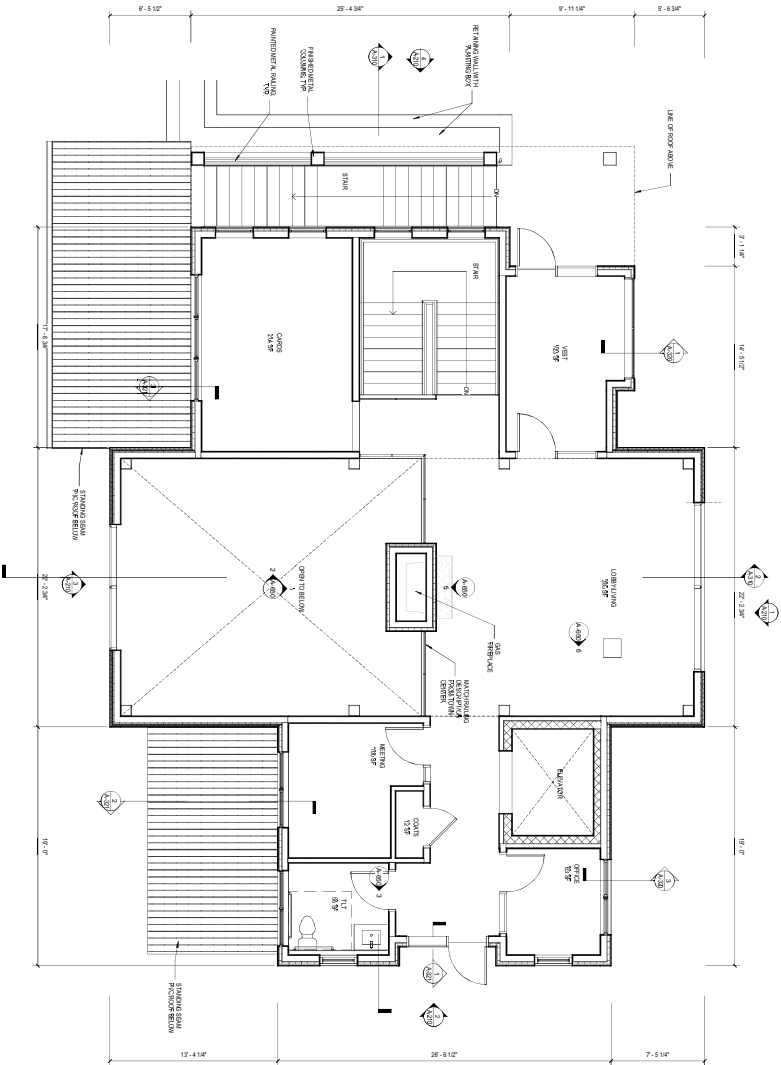
PRODUCT NO.:
86241

DRAWING TITLE:
CLUBHOUSE LOWER
LEVEL FLOOR PLAN

SCALE:
As Indicated

A-110A

DESIGN DEVELOPMENT
04-14-2022



1 CLUBHOUSE UPPER LEVEL
1/8" = 1'-0"

NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
ARCHITECTS

Project: FRANCISCAN MINISTRIES
1500 N. 10TH ST
ALBANY, NY 12209
Telephone: (518) 243-3800
Fax: (518) 243-3801

LESTER CONSTRUCTION
55 Canal Street, 4th Floor
Albany, NY 12202

FRANCISCAN MINISTRIES
1500 N. 10TH ST
ALBANY, NY 12209
Telephone: (518) 243-3800
Fax: (518) 243-3801

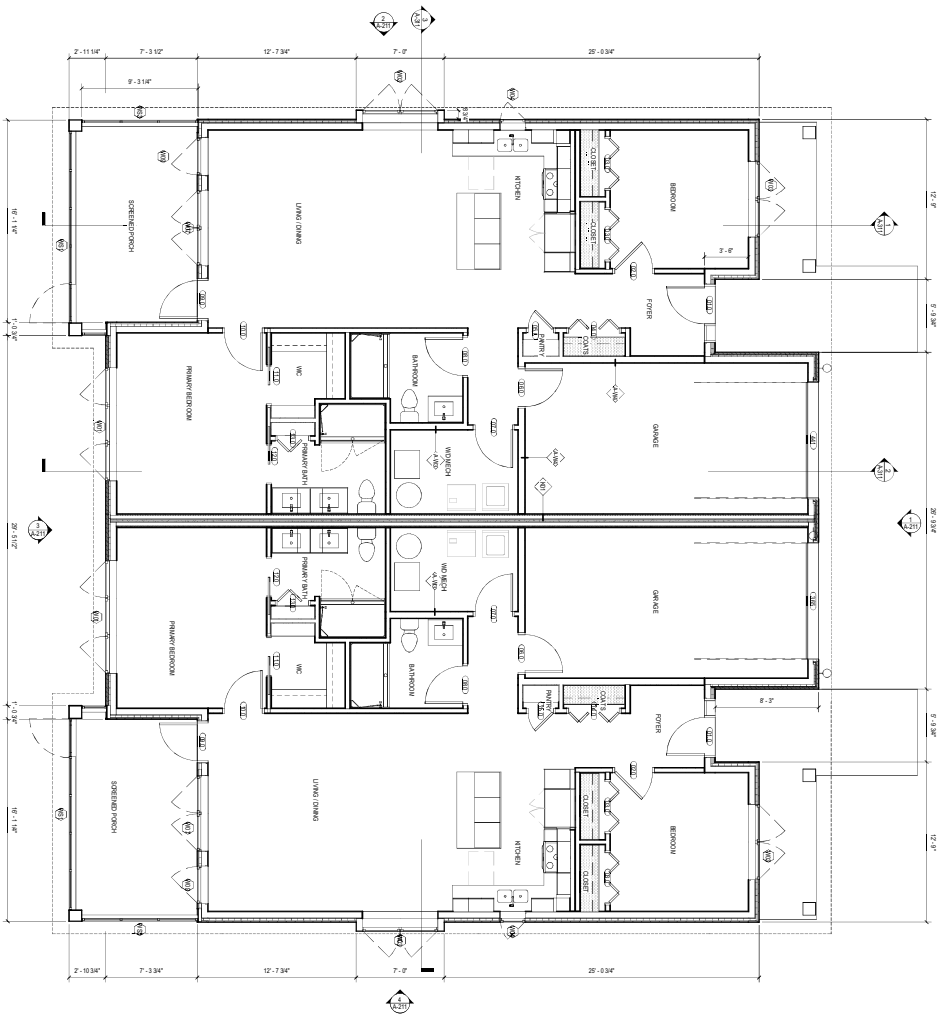
PERKINS EASTMAN
1500 N. 10TH ST
ALBANY, NY 12209
Telephone: (518) 243-3800
Fax: (518) 243-3801

Product Name: FRANCISCAN MINISTRIES
Drawing Title: CLUBHOUSE UPPER LEVEL FLOOR PLAN
Project No.: 86241

Scale: 1/8" = 1'-0"

Design Development

DATE: 03-14-2022



1 DUPLEX A - GROUND FLOOR

- GENERAL NOTES - PLANS**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 2. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE NOTED.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
ARCHITECTS
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

FRANCISCA MINISTRIES
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

LESTER CONSTRUCTION
55 CAMP STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

HERRING & HERRING
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

JOHN RYAN ENGINEERING, P.C.
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

JOHN RYAN ENGINEERING, P.C.
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

JOHN RYAN ENGINEERING, P.C.
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 2001

Product Name: **A-111A**

Project Title: **FRANCISCAN MINISTRIES - NEW SENIOR LIVING IN ALBANY, NY**

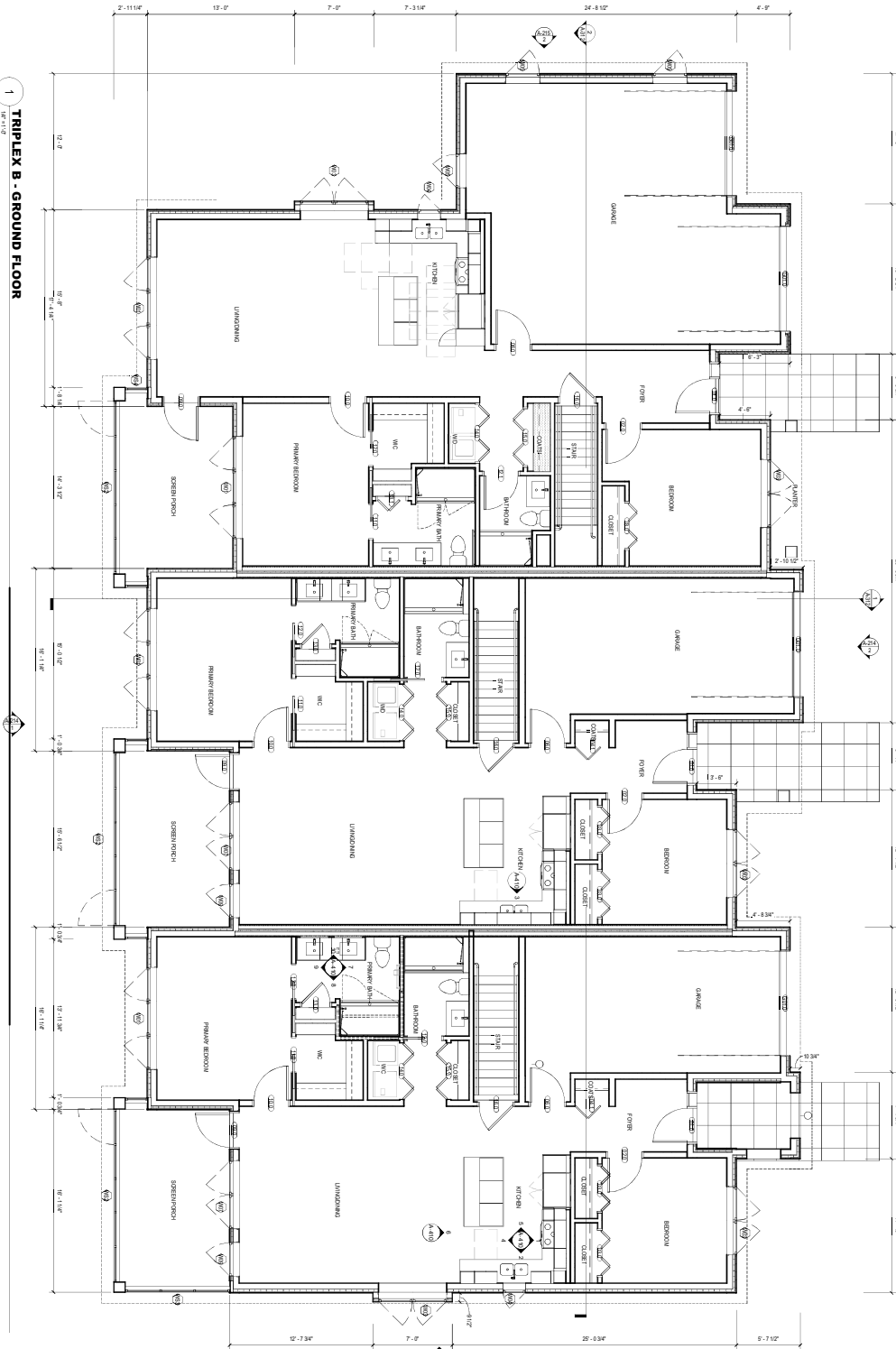
Product Title: **DUPLEX A 1ST LEVEL**

Product No: 86241

Scale: As Shown

Design Development

04-14-2022



1 TRIPLEX B - GROUND FLOOR

NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
 ARCHITECTS
 500 WEST 87TH STREET
 NEW YORK, NY 10024
 P: 212.750.1000
 F: 212.750.1000

FRANCISCA MINISTRIES
 100 WEST 11TH STREET
 NEW YORK, NY 10011
 P: (212) 243-3800

LESTER CONSTRUCTION
 55 Cross Street, NY 10013

FRANCISCA MINISTRIES
 100 West 11th Street, New York, NY 10011
 P: (212) 243-3800

HERRING & HERRING
 100 West 11th Street, New York, NY 10011
 P: (212) 243-3800

JOHN P. MURPHY ARCHITECTS, P.C.
 100 West 11th Street, New York, NY 10011
 P: (212) 243-3800

ARCHITECTURAL RECORDING, P.C.
 100 West 11th Street, New York, NY 10011
 P: (212) 243-3800

FRANCISCA MINISTRIES
 100 West 11th Street, New York, NY 10011
 P: (212) 243-3800

Product Title:
 PROJECT TITLE:
FRANCISCA MINISTRIES - NEW SENIOR LIVING IN ALBANY, NY

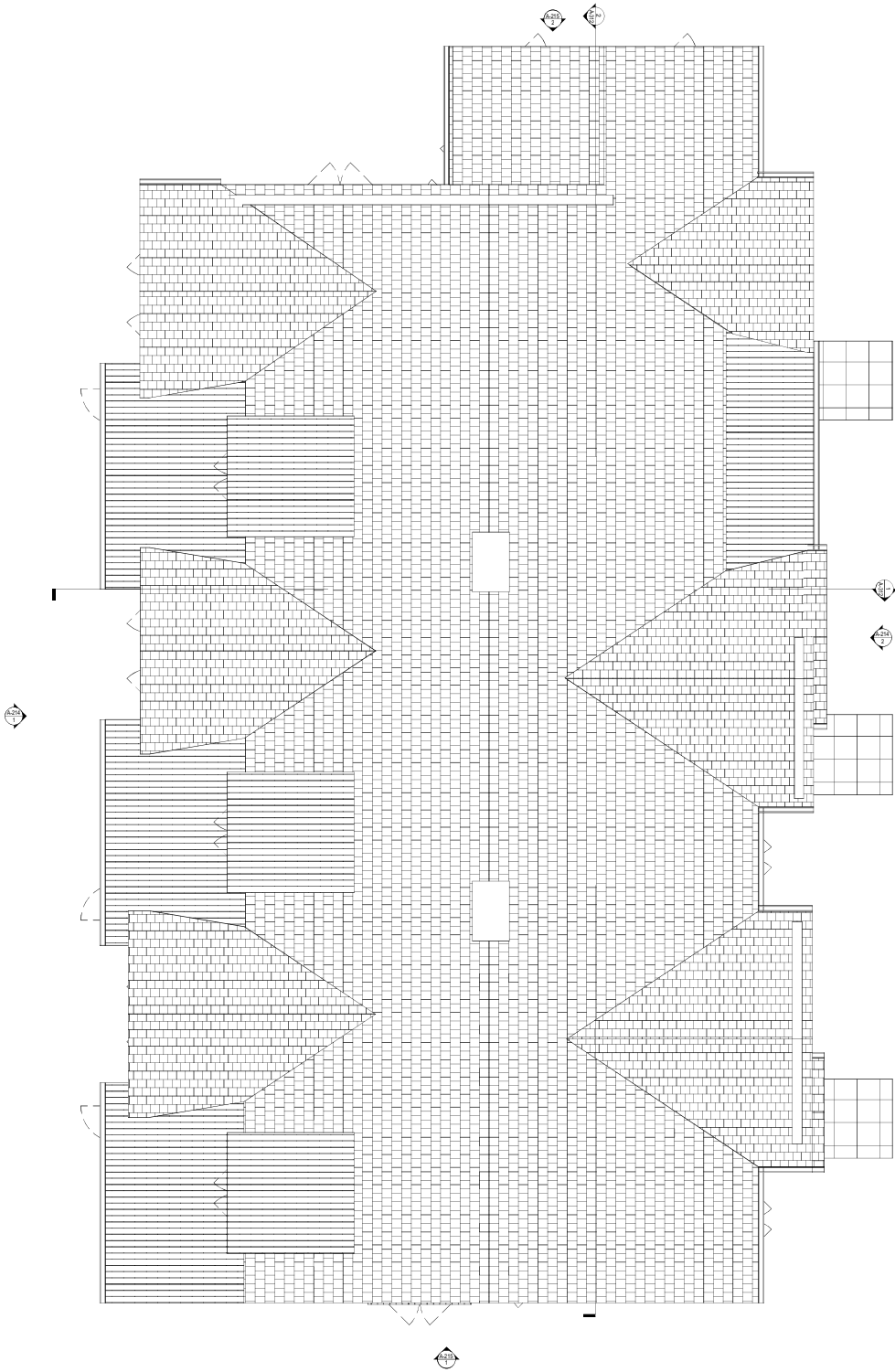
PROJECT NO.: 86241
 DRAWING TITLE:
TRIPLEX B GROUND LEVEL

SCALE: 1/4" = 1'-0"

A-114B

DESIGN DEVELOPMENT
 02-14-2022

1
TRIPLEX B - ROOF



NO.	DESCRIPTION	DATE
1	SUBMISSION	6-29-2023



PERKINS EASTMAN
ARCHITECTS
110 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

FRANCISCA MINISTRIES
100 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

LESTER CONSTRUCTION
520 SOUTH STREET
ROCKY HILL, CT 06067

MONTEBANO & HENNINGER
100 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

HERRINGTON & HERRINGTON
100 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

JOHN RAY & ASSOCIATES, P.C.
100 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

ARCHITECTURAL RECORDING, P.C.
100 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

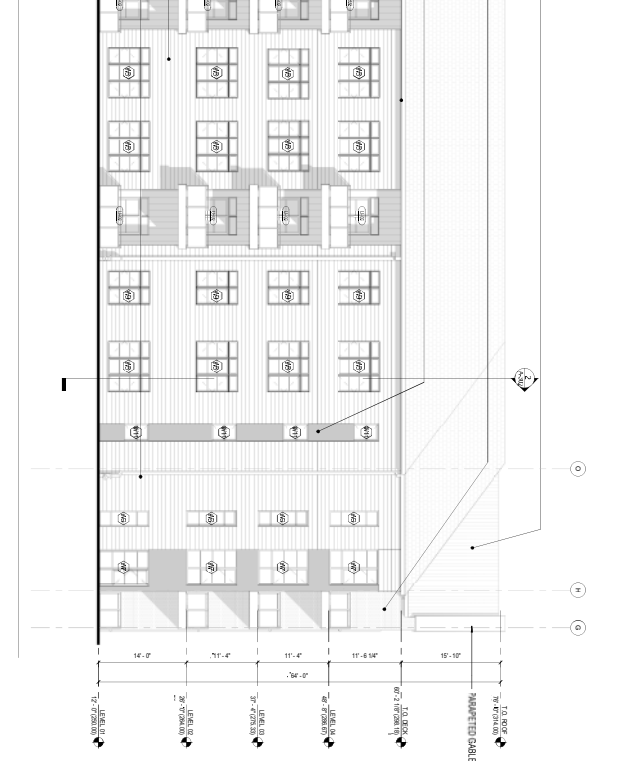
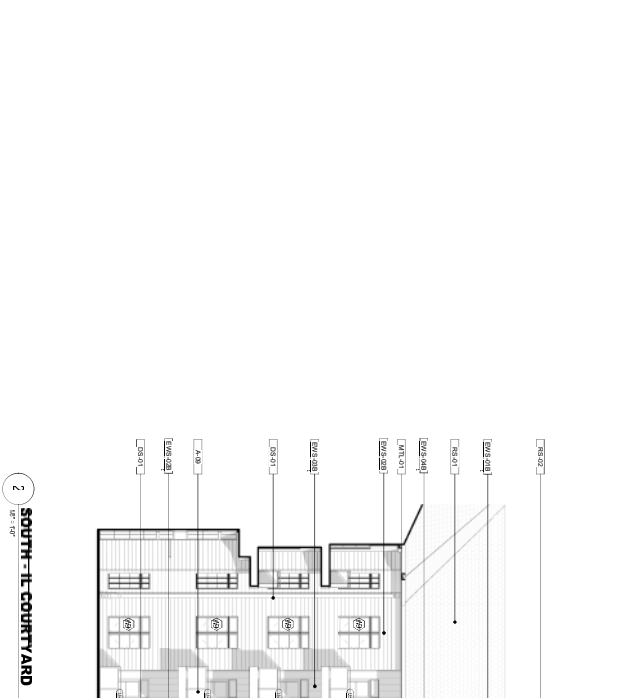
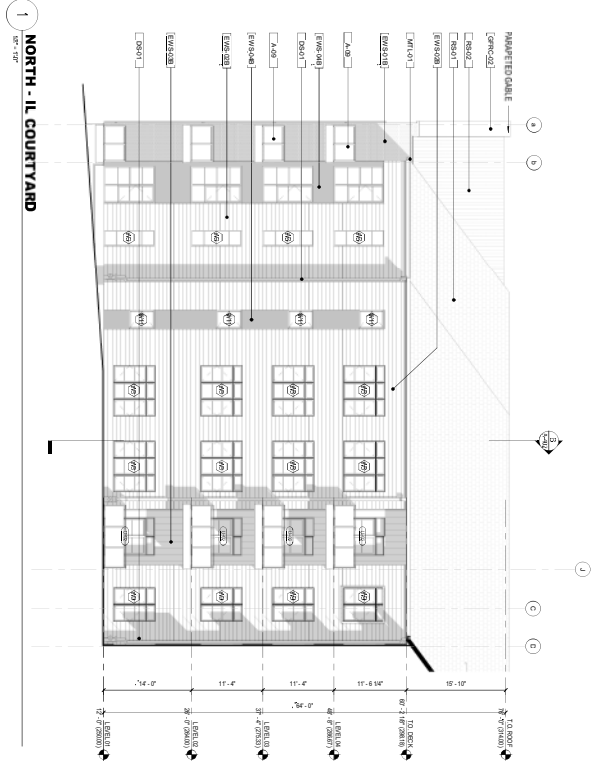
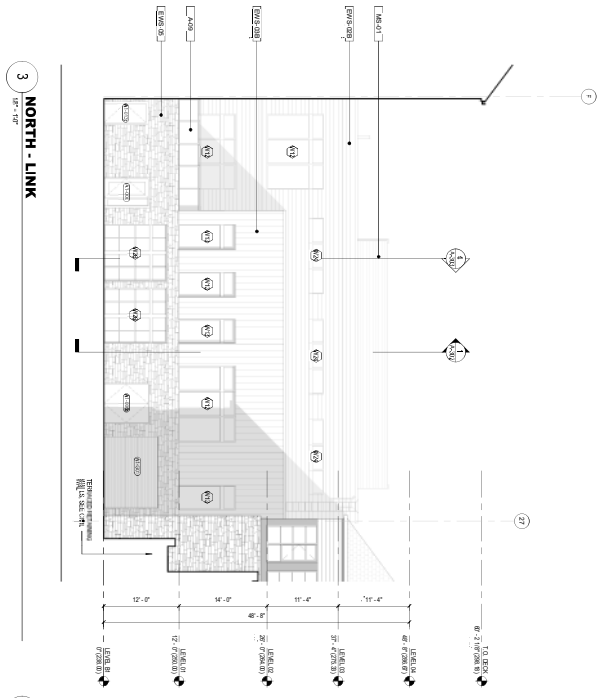
LABBY CONSULTANTS
100 WEST 47TH STREET
NEW YORK, NY 10036
P: 212 512 2000
F: 212 512 1000

Field Service
Planning / zoning
Code Consultant
N/A

PROJECT TITLE:
**FRANCISCAN
MINISTRIES - NEW
SENIOR LIVING IN
ALBANY, NY**

PROJECT NO.: 86241
DRAWING TITLE:
TRIPLEX B ROOF

SCALE: 1/4" = 1'-0"
A-114C
DESIGN DEVELOPMENT
03-14-2022



KEYNOTE LEGEND

KEYNOTE	DESCRIPTION
1A-01	EXTERIOR GLASS CURTAIN WALL WITH POWER COATED GLASS TO MATCH WINDOW FINISH
1B-01	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-02	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-03	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-04	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-05	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-06	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-07	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-08	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-09	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-10	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-11	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-12	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-13	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-14	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-15	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-16	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-17	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-18	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-19	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-20	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-21	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-22	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-23	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-24	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-25	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-26	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-27	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-28	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-29	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-30	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-31	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-32	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-33	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-34	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-35	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-36	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-37	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-38	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-39	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-40	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-41	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-42	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-43	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-44	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-45	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-46	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-47	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-48	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-49	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE
1B-50	PERMANENTLY MOUNTED DOWNSPUT WITH SCOT-BLUE/BLACK PROFILE

MATERIALS LEGEND

	ALUMINUM		WHITE INSULATION
	CONCRETE		BRICK
	GLASS		GRAVEL
	ROCK INSULATION		SAND
	ROCK INSULATION		WOOD GRAIN
	ROCK INSULATION		WOOD GRAIN
	ROCK INSULATION		WOOD GRAIN
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 NOT FOR CONSTRUCTION
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PERKINS EASTMAN
 6-29-2023

FRANCISCAN
 MINISTRIES - NEW
 SENIOR LIVING IN
 ALBANY, NY

PERKINS EASTMAN
 6-29-2023

PERKINS EASTMAN
 6-29-2023

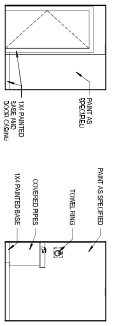
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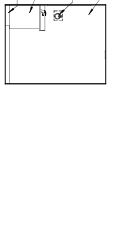
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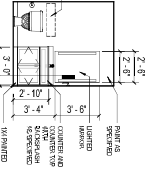
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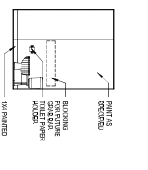
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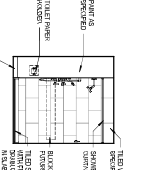
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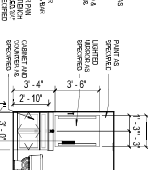
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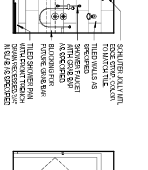
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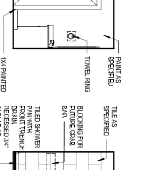
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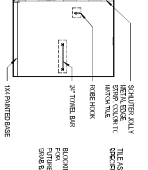
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17 IL BATHROOM 2 - 2



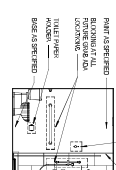
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15 IL BATHROOM 1 - 8



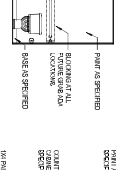
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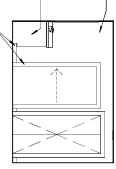
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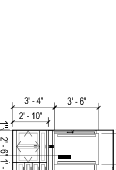
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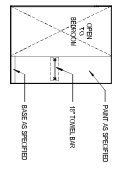
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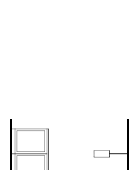
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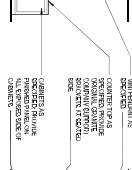
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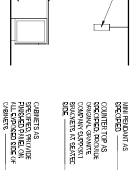
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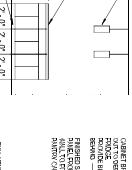
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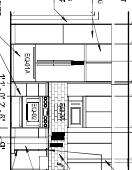
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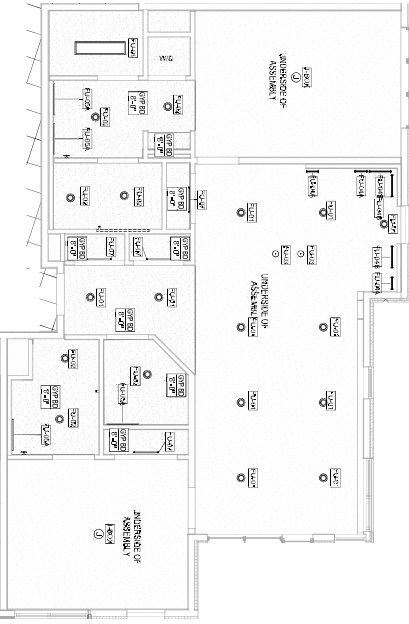
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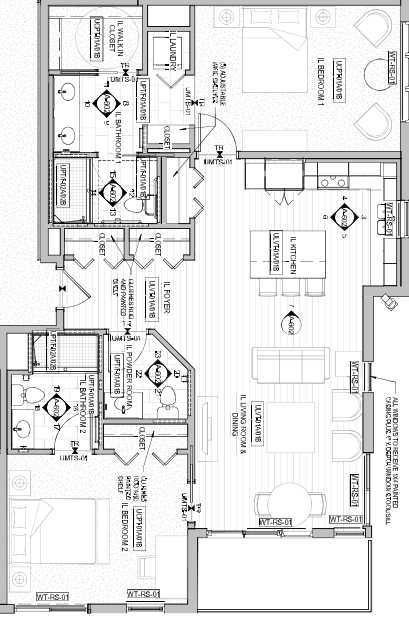
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3 KITCHEN - 1



2 RCP - UNIT C IL



1 UNIT PLANFINISH - IL C

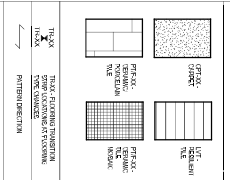
TYPICAL IL UNIT FINISH SCHEDULE

ROOM NAME	FLOOR	WALL FINISH	CEILING	FLOOR FINISH	DOOR	WALLWORK	COMMENTS
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BATHROOM 4	1	UNIT FINISH	UNIT FINISH	UNIT FINISH	UNIT FINISH	UNIT FINISH	
BATHROOM 5	1	UNIT FINISH	UNIT FINISH	UNIT FINISH	UNIT FINISH	UNIT FINISH	
BATHROOM 6	1	UNIT FINISH	UNIT FINISH	UNIT FINISH	UNIT FINISH	UNIT FINISH	
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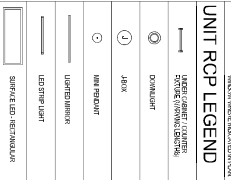
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UNIT FINISH LEGEND



UNIT RCP LEGEND



PROJECT TITLE
 FRANCISCAN
 MINISTRIES - NEW
 SENIOR LIVING IN
 ALBANY, NY

PROJECT NUMBER
 100

SCALE
 AS SHOWN

DESIGN DEVELOPMENT
 NOT FOR CONSTRUCTION

DATE
 03-14-2022

PERKINS EASTMAN

1100 AVENUE OF THE STARS
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.PERKINS-EASTMAN.COM

PROJECT TITLE
 FRANCISCAN
 MINISTRIES - NEW
 SENIOR LIVING IN
 ALBANY, NY

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SCALE
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 ALBANY, NY

PROJECT NUMBER
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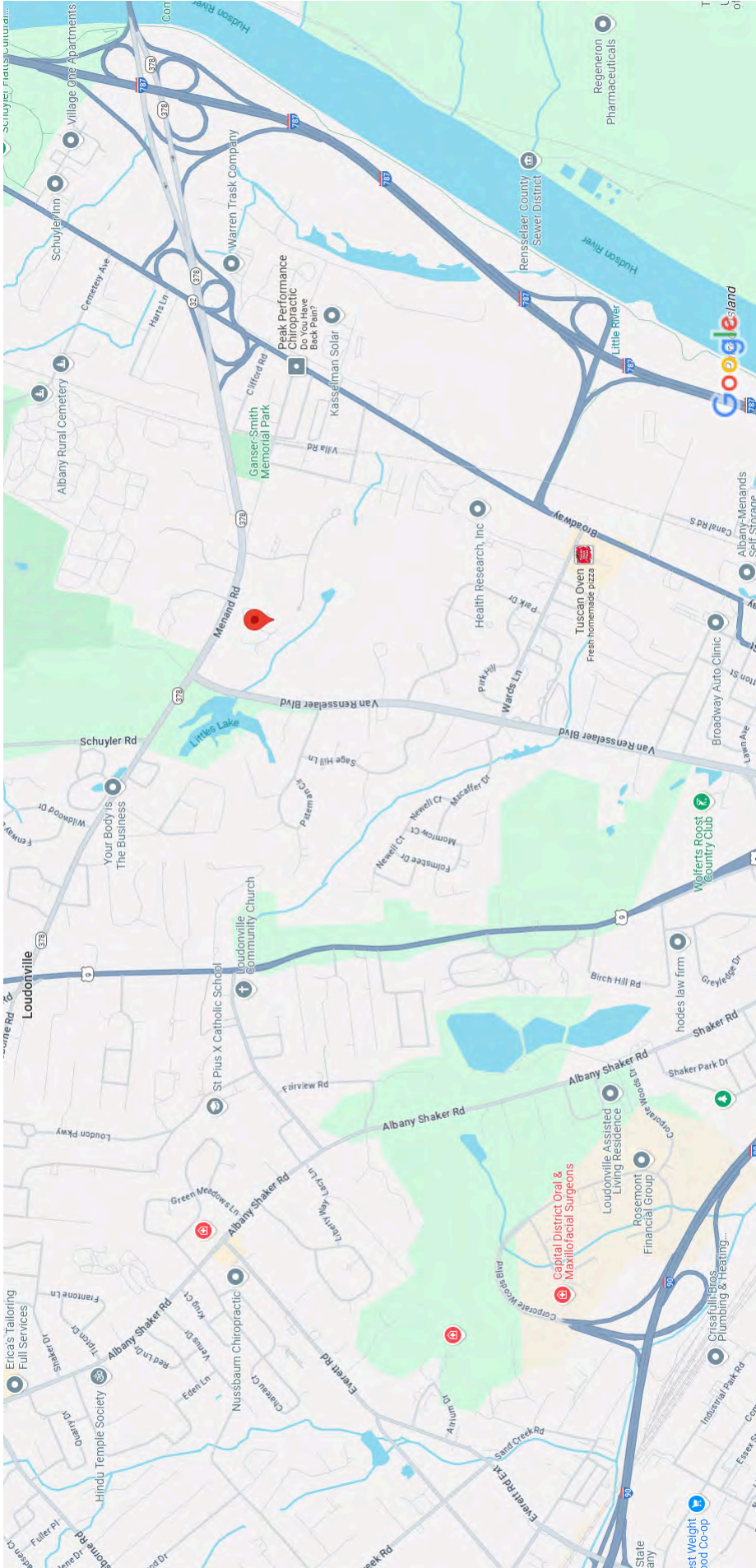
SCALE
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DESIGN DEVELOPMENT
 NOT FOR CONSTRUCTION

DATE
 03-14-2022

SCHEDULE F
COMMUNITY LOCATION MAP

96 Menand Rd



Map data ©2025 Google 1000 ft

SCHEDULE G
FORM OF RESIDENT INFORMATION GUIDE



**INDEPENDENT LIVING
MEMBER RESIDENT INFORMATION GUIDE**

THE PROVIDENCE

Senior Living Community

WELCOME TO THE PROVIDENCE

Dear Member:

Thank you for choosing The Providence as your new home. Selecting a new home is an important decision and we are pleased and honored to have you join the Franciscan Ministries' family at The Providence.

We hope that you will enjoy The Providence as your new home, cherish the many new friends that you are sure to make here, and benefit from the many amenities and life-enriching opportunities available to you. On behalf of our member residents and our associates, we sincerely welcome you and look forward to having you as a resident.

While it is impossible to put in printed form every anticipated question or situation that you may encounter as a new resident, this *Member Information Guide* has been prepared to help you become better acquainted with life at The Providence. Please read it carefully and let us know if you have any questions. In the future, there will be updates to the *Member Information Guide* that will be made available to you.

We welcome - and rely upon - your suggestions as to how we can challenge ourselves every day to consistently meet, and, hopefully, exceed your expectations. We truly believe that our mission statement, *Embrace Life*, speaks to our steadfast goal of making your living experience at The Providence exceptional, rewarding, and personally valued.

Welcome to The Providence. We look forward to serving you.

Very truly yours,



Donna Smith
Executive Director
The Providence

THE PROVIDENCE

Senior Living Community

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THE PROVIDENCE

Senior Living Community

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THE PROVIDENCE

Senior Living Community

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KEY CONTACTS

**The Providence
 96 Menand Road
 Albany, NY 12204**

Telephone: (XXX) XXX-XXXX
Facsimile: (XXX) XXX-XXXX

Executive Director	(XXX) XXX-XXXX
Resident Services Director	(XXX) XXX-XXXX
Beauty Salon and Barber Shop	(XXX) XXX-XXXX
Business Office	(XXX) XXX-XXXX
Compliance Officer	(XXX) XXX-XXXX
Dining Services:	
Carry-Out Ordering	(XXX) XXX-XXXX
Chef Manager	(XXX) XXX-XXXX
Director of Dining Services	(XXX) XXX-XXXX
Reservations	(XXX) XXX-XXXX
Housekeeping Supervisor	(XXX) XXX-XXXX
Laundry Service Resources	(XXX) XXX-XXXX
Life Enrichment Director	(XXX) XXX-XXXX
Pastoral Care Director	(XXX) XXX-XXXX
Plant Operations and Environmental Services Director	(XXX) XXX-XXXX
Reception Desk (Hours: 7:30 a.m. to 8:00 p.m.)	(XXX) XXX-XXXX
Sales and Marketing Director	(XXX) XXX-XXXX
Sales Counselor	(XXX) XXX-XXXX
Transportation Resources	(XXX) XXX-XXXX
Wellness Nurse Office	(XXX) XXX-XXXX
Wellness Program Coordinator	(XXX) XXX-XXXX

HOTLINE SERVICES

Adult Protective Services Hotline (<i>f/k/a Elder Abuse Hotline</i>).....	(866) 800-1409
Alcoholics Anonymous.....	(518) 463-0906
Alzheimer’s Association.....	(800) 272-3900
American Council of the Blind.....	(800) 424-8666
Cancer Hotline.....	(800) 422-6237
Center for Elder Law and Justice.....	(844) 481-0973
Drug Abuse Hotline.....	(800) 448-3000
Emergency Services and Disaster Agency.....	(800) 782-7860
Medicare Hotline.....	(800) 633-4227
Medicaid Hotline.....	(800) 252-8635
National Health Information Center.....	(800) 336-4797
New York Office for the Aging.....	(800) 342-9871
New York Aging Connect.....	(212) 244-6469
New York Statewide Senior Action Council.....	(800) 333-4374
Nursing Home Hotline.....	(800) 252-4343
Red Cross.....	(312) 729-6100
Social Security Hotline.....	(800) 772-1213
Suicide Prevention Hotline.....	(800) 273-8255

EMERGENCY TELEPHONE NUMBERS

Ambulance/Paramedics.....	911
Fire Emergency.....	911
Fire Non-Emergency.....	(518) 438-4000
Police Emergency.....	911
Police Non-Emergency, Albany Police Dept.....	(518) 438-4000
The Poison Center.....	(800) 222-1222 or (212) 689-9014 TTY

In the event you are unsure of the party to contact or are unable to reach a particular party, please call the Community’s main telephone number for further assistance.

SERVICES SCHEDULE

Monthly Fees

Second Person Fee - Residence Homes \$TBD.00 per month
 Second Person Fee - Carriage Homes \$TBD.00 per Month

Additional Housekeeping Personal Care Services

Extra Cleaning (above and beyond regular service performed semi-monthly).. \$TBD.00 per hour
 Carpet Cleaning \$TBD.00 per hour

Guest Meals

Breakfastala carte
 Lunchala carte
 Dinnerala carte
 Delivery..... \$TBD.00 per meal

Miscellaneous

Guest Residence \$TBD.00 per night
 Room Rental \$TBD.00 per room, per day
 Internet and Wi-Fi Service Included
 Telephone \$TBD.00 per month
 Lost Pendant..... \$TBD.00
 Additional Key or Badge \$TBD.00 in stock
 Additional Key out of stock.....Varies
 Late Fee \$TBD.00 per month

This schedule of services provided by the Community and related charges is not intended to be an all-inclusive listing of services and supplies. Should items not listed here be requested, or become necessary for a resident's care, every attempt will be made to notify the resident and/or the responsible party of the expense prior to it being incurred. Prices stated herein are subject to change.

ABSENCE FROM THE COMMUNITY

If you plan to be away from the Community overnight or longer (e.g., vacation, hospitalization, rehabilitation, etc.), please notify the Reception Desk and, if your absence will extend beyond three (3) days, please contact the local post office to hold your mail or arrange for another resident or family member to collect your mail. Arrangements must be made to ensure the timely payment of your monthly fee during your extended absence from the Community.

If you have a pet and will not be taking your pet with you, you must arrange to have your pet fed, watered, and walked during your absence. Pets that are left unattended will be taken to a local animal shelter at your expense for the duration of your absence.

You control the access to your residence. However, it may be necessary for you to allow us access to your residence at reasonable times for pest control, housekeeping, and/or maintenance, as well as, at all times, in the case of emergency. We will have an appropriate staff person accompany any non-staff personnel who must enter your residence while you are away. Any such entry must be approved by us and will be documented.

Should you want to allow access to your residence in your absence to a family member or others, you must notify us in advance and in writing. We will not allow access to anyone without your prior written notice for your protection and safety, as well as the protection and safety of all of our residents.

ABUSE, NEGLECT, AND BULLYING

We expect and require that our residents be treated with respect. You have the right to be free from verbal, physical, sexual or mental abuse, corporal punishment, involuntary seclusion, and/or bullying. Each resident has the right to file a complaint concerning resident abuse, neglect, and/or misappropriation of your property (See Grievances/Complaints). We reserve the right to disclose personal health information about you to a government agency if we believe that you are the victim of abuse, neglect, and/or domestic violence.

We maintain written policies and procedures that prohibit the mistreatment, neglect, and/or abuse of member residents, and we must not employ individuals who have been convicted of abusing, neglecting, and/or mistreating individuals. Furthermore, we maintain written policies and procedures to ensure that alleged violations involving mistreatment, neglect, and/or abuse, including injuries of unknown source, are reported immediately to the Community's administration or to other officials. We will investigate alleged violations, prevent further potential abuse while the investigation is in progress, and/or take prompt remedial action if the alleged violation is verified.

ACTIVITIES AND RECREATION

Life Enrichment

All member residents receive a copy of the Life Enrichment calendar and newsletter from the Community. A dedicated Life Enrichment professional provides group and individual activities daily. Birthdays are celebrated monthly with organized parties. Trips and entertainment are also scheduled monthly. Family participation is encouraged and welcomed at all times. Weekly shopping trips and special event outings are offered, as well as a wide range of weekly in-house activities, such as arts and crafts, exercise classes, card games, and social events. The Community uses LifeLoop to communicate our life enrichment programs and to post all activities in the program for your review. TVs are located throughout the Community that feature listing of our programming and daily activities.

Exercise Room

Certified trainers or experienced associates are available to demonstrate proper use of the exercise equipment. Member residents use the exercise equipment at their own risk.

ADVANCE DIRECTIVES

Advance directives are written documents that express a person's wishes regarding healthcare decision-making. These documents include, but are not limited to, living wills, durable powers of attorney for healthcare, and Do No Resuscitate (“DNR”) orders. You have the right to make known healthcare preferences and to accept or refuse medical treatment and we will accept and honor your advance directives in accordance with all applicable laws and regulations. If you have an advance directive or DNR order, we must have a copy in your member resident file. We reserve the right, however, to refuse to comply with advance directives if they relate, in any way to euthanasia or are in conflict, in any way, with our policies. If you would like more information regarding advance directives or a DNR order, please contact your executive director. We will not discriminate against any member resident on the basis of whether or not you have signed an advance directive.

ALCOHOL

The Community may serve alcoholic beverages in the dining room or at events. You may also bring your own alcohol. Please consider your health requirements and medication needs and only consume alcohol according to your physician’s direction. The Community is not responsible for your consumption of alcoholic beverages.

AMERICANS WITH DISABILITIES ACCOMMODATIONS

Residents with a documented physical limitation and/or disability who can benefit from an assistive device (e.g., walker, wheelchair, and/or cane) are permitted to use those devices in the Community without restriction. If you require any device, you are required to operate your device safely in common areas, you are prohibited from parking your device in hallways where it could be an obstruction in an emergency or might present a danger to others, and/or you are expected to operate your device in such a way that no other individual or member resident is endangered.

BANKING SERVICES

TBD

BEAUTY SALON AND BARBER SHOP

The Beauty Salon and Barber Shop offers a full range of services to all residents, male and female. The Beauty Salon and Barber Shop is open Wednesday through Saturday from 8:00 a.m. to 2:00 p.m. Appointments are recommended and can be made with the stylist of your choice either by telephone or in person. Charges will be billed to your monthly service statement.

BILLING AND COLLECTION

Monthly fees are billed by the first (1st) of each month, prior to the month of service. Fees are due by the tenth (10th) of each month. Checks should be made payable to The Providence. Payment may be made at the Reception Desk during normal business hours or by direct debit. For all billing questions, please contact our Business (Billing) Office by calling the phone number indicated on your monthly statement.

CHURCH SERVICES/PASTORAL CARE

Pastoral care services are available to all residents of the Community. Residents are welcome to consider The Providence onsite chapel as their home parish. The chapel is open 24 hours a day. Consult the Activities Calendar for Mass and service times.

Blessing of Residences and Homes

The Director of Pastoral Care can arrange for your home or residence to be blessed.

Pastoral Visits and Support

Chaplains are available for spiritual direction, prayer, compassionate listening, and bereavement support.

Ministry Opportunities

Residents are invited to volunteer as ministers of communion at Mass and ministers of care to other residents, servers, greeters, and lectors.

COMPUTER SERVICES

The Community offers a computer lab for all member residents. Training on the computer is taught by our Life Enrichment staff. Wireless Internet (“Wi-Fi”) is available at no charge. For information on available computer classes, contact the Life Enrichment Director.

CREDIT CARDS

The Community accepts certain credit cards for payment of services and amenities at the Community. A service fee equal to three and one-half percent (3.5%) will be added to any credit card purchase in excess of \$250.00.

DINING SERVICES

This Dining Services section of the *Member Information Guide* (“Guide”) shall serve as an addendum to your Residency Agreement with the Community and hereby replaces any description of dining programs and services included in the Residency Agreement. The Dining Services section of the Guide has been designed as a reference to all services and amenities offered by the Dining Services Department at the Community. It includes an explanation of your Flexible Meal Plan, hours of service, key Dining Services’ Team telephone numbers, and other related information. Please maintain this Guide and refer to it as needed. Additional copies are available from Administration.

Introduction

Your Dining Services Team is managed by the Director of Dining Services, an Executive Chef Manager, and a Dining Room Supervisor. The Dining Services Team welcomes your comments and suggestions and is dedicated to working with each of our residents to provide you with a high-quality food and service experience.

DINING SERVICES

Resident Dining Committee

In addition to the dining team, there is also a Member Resident Dining Committee that meets monthly along with at least one (1) member of the management team. The group meets to discuss the previous month's meeting minutes, comment cards, service standards, menu choices, issues, and preferences. The Member Resident Dining Committee includes residents from Independent Living and Assisted Living. This volunteer group provides a formal voice to the Community related to our residents' dining concerns and preferences.

In addition to the Member Resident Dining Committee, a representative from Dining Services' leadership attends the update meeting each month.

Flexible Meal Plan

You are automatically enrolled in the Flexible Meal Plan ("Plan"). Your total monthly balance will be based on a daily rate of _____ dollars (\$TBD.00) for each day of the then current month ("Total Monthly Allowance").

On your date of occupancy at the Community, you will be assigned to a Dining Billing Cycle. The Plan dollars will be pro-rated for your first (1st) month based on the number of days in residence during the Dining Billing Cycle.

You will be assigned a "charge account" for use within the Community for charging items outside of those covered under the Plan, Plan overages, beauty shop, catering, and other miscellaneous services.

DINING SERVICES

Dining Rates

Menu Items are Individually Priced:

- Soup - \$TBD.00
- Salad - \$TBD.00
- Entrée - \$TBD.00
- Starch - \$TBD.00
- Vegetable - \$TBD.00
- Non Alcoholic beverages - \$TBD.00
- Dessert - \$TBD.00
- “Always Available Menu” prices as marked.

Your first non-alcoholic beverage is free. Each additional non-alcoholic cold beverage is one dollar (\$1.00) while additional hot beverages are FREE. Portion sizes follow standard recipes and portion guidelines. Additional portions will be charged an additional rate. Carry-out containers are available for a twenty-five cent (\$.25) container fee that will be billed to you and is not included in the Plan.

You may use Plan dollars for dinner in the dining room or for “Plan Allowable” food items in the Deli. Plan Allowable food items are those prepared by Dining Services’ associates. Plan Non-Allowable food items include, but may not be limited to, prepackaged food and beverages sold in the Bistro, delivery charges, and catering.

You may also use available Plan dollars to pay for up to two (2) guest meals within your Dining Billing Cycle. Reservations are highly encouraged.

Monthly account balances can only be applied to the current Dining Billing Cycle and do not roll over to a subsequent billing period. You will receive a receipt with your current balance from your server at the end of a meal or with each purchase.

You then have twenty-four (24) hours to dispute any charges made to your Plan account. As noted, charges that exceed your Total Monthly Allowance will be billed to you on a monthly basis.

If you have any questions about menu pricing or your current balance, please contact the Dining Services Director.

DINING SERVICES

Dining Service Venues and Hours of Operation

The Providence Bistro -

Hours of Operation

- Monday - Friday 8:00 a.m. - 3:00 p.m. Saturday 9:00 a.m. - 3:00 p.m. Closed on Sunday

Dining Offerings:

- Continental Breakfast:
 - Monday thru Friday from 8:00 a.m. to 10:00 a.m.
 - Saturday from 9:00 a.m. to 10:00 a.m.
- Lunch: Monday thru Saturday from 11:00 a.m. to 3:00 p.m.

The Providence Bistro offers freshly prepared soups, salads, sandwiches, snacks, and beverages in a casual setting. This venue is a great option when entertaining guests, looking for a quick and healthy option, or when you just do not feel like cooking. Plan “dollars” can be applied to items made by the Community’s kitchen such as soups, sandwiches, and cookies. Pre-packaged items such as bottled beverages, candy, bags of chips, and other items purchased at our discretion (e.g., bakery) are not eligible for Plan dollars.

Independent Living Dining Room

Hours of Operation

- Monday thru Saturday from 4:30 p.m. to 6:00 p.m.
- Sunday Brunch: Sunday from 12:00 p.m. to 2:00 p.m.

Your dining experience in the Independent Living Dining Room features soup, side salads, sandwiches, hot entrees, and dessert. The Independent Living Dining Room is open for to all member residents and their guests and is also available for private functions and catered events on a fee basis outside of normal operation hours.

Assisted Living Dining Room

Hours of Operation

- Breakfast: Sunday thru Saturday from 8:00 a.m. to 10:00 a.m.
- Lunch: Sunday thru Saturday from 12:00 p.m. to 1:00 p.m.
- Dinner: Monday through Saturday from 5:00 p.m. to 6:00 p.m.

Guest reservations can be accommodated for up to two (2) people with reasonable (1-2 hour) notice for any meal. **Guest meals for the Assisted Dining Room will be charged to the room of the member resident.**

Meals can be delivered to your room on a limited basis due to health reasons. This service needs to be coordinated with the care aides, wellness nurse, or the Director of Resident Services.

DINING SERVICES

Carry-Out Service

Carry-Out Service is available for Independent Living Member Residents and is offered daily. You may order a carry-out dinner from the daily menu. **Please limit the number of meals ordered at any one (1) time to two (2) meals.** Carry-outs will be pre-packaged and ready for pick-up at the hostess stand in the Independent Living Dining Room.

Please make your carry-orders by telephone only. Orders can be placed anytime between 10:00 a.m. to 4:00 p.m. and will be available at the agreed upon time you choose at the Independent Living Dining Room hostess stand.

Delivery to your residence is available for an additional fee of three dollars (\$3.00) unless we are notified in advance. This charge will be added to your monthly bill. Plan dollars cannot be used to pay for the delivery fee. Please indicate your desire for pick-up or delivery when placing your order.

Reservations

Should you wish to reserve a table for more than three (3) people with a maximum of eight (8) people, please make your reservation ahead of time. We, respectfully, require that you be on time and call us again if you should need to cancel.

Reservations for all member residents and guests are required for Holiday and any Special Event meals. We, respectfully, require that all Holiday and Special Event reservations be made at least seven (7) days prior to such event for any member resident and his/her guests. If you would like wine glasses to be set at your reserved table prior to arrival, please specify that when making your table reservation.

Wait Time

The Community will make every reasonable effort to seat diners promptly. There may be times, however, when wait times may be unavoidable. These may occur, but may not be limited to, at the end of the monthly billing cycle or on evenings when a special event is scheduled. While we encourage you to take the time to “sit back and enjoy” your dessert and coffee, please be mindful of other member residents waiting to be seated and the posted dining hours.

Other Dining Venues

The Main Hall and Independent Living Dining Room are periodically used for private functions and large luncheons or dinner groups. For pricing information for your personal use of either of these dining venues, please contact the Director of Life Enrichment. Charges for your food and/or beverages may vary depending upon your catering needs. Should you need a server for your event, an additional charge is also required.

Catering

We also provide an array of catering options. If you wish to have an event, please contact the Director of Dining Services. Your catering order will be billed to your monthly statement.

DINING SERVICES

Extended Absence Policy

If you will be absent from the Community for more than fourteen (14) consecutive days, you may be entitled to a four dollar (\$4.00) per day credit. You are, respectfully, required to notify the Business Office before your leave starts. Your meal credit begins with the effective start date of your leave and notice to the Business Office. In the instance of an unscheduled leave or late notification to the Business Office, your leave tracking will begin at such time as the Business Office receives notification.

If your family dines at the Community during your absence and uses your Plan dollars, the leave tracking will restart.

DIRECT DEBIT PROGRAM

To better serve the Community's member residents and to allow for better cash management, the Community offers you the opportunity to pay your monthly bill via a direct debit program. Please contact the Concierge for a copy of the direct debit form.

DRESS CODE

Appropriate dress by member residents, guests, and employees is expected in common areas of the Community, including halls, Laundry Rooms, Lobby, recreation areas, Dining Room, etc. Sleepwear and lounging apparel are not acceptable in common areas. For health and safety reasons, all residents are required to wear shoes in common areas.

ELECTRONIC SIGNATURE

Our Community may offer an electronic signature option. If available your written acknowledgement, in your Independent Living Contract, will represent your confirmation that you have been given the opportunity to read any such document; and have approved of the use of such electronic signature to represent your binding agreement and acceptance.

ETHICS/ETHICS COMMITTEE

We may all face times in our lives when decisions are difficult, or a course of action may not be clear. An Ethics Committee has been established at this Community to provide education and consultation concerning ethical issues and questions. You and/or your family may bring concerns and questions to this committee by completing an Ethics Referral Form or by contacting the executive director.

We are guided by the teachings of the Catholic Church and its Ethical and Religious Directives for Catholic Healthcare Services.

Mission and Philosophy

Member residents, families, and healthcare professionals sometimes face difficult decisions about medical treatments. Sometimes these decisions involve moral principles, religious beliefs, or professional guidelines.

Healthcare ethics is a thoughtful exploration of how we act and how we make morally good choices - choices based on beliefs and values about life, health, suffering, and death. Our corporate Ethics Committee was formed to help associates, families, and residents deal with these issues.

Mission

Our mission is to provide an ongoing forum for ethics education, a timely discussion of pertinent facts pertaining to the ethical aspects of healthcare delivery at the Community, and to offer recommendations where appropriate.

Philosophy

Our philosophy is in accordance with the Ethical and Religious Directives for Catholic Healthcare Facilities, the Franciscan Sisters of Chicago, our corporate policies, as well as with commonly accepted ethical values and principles. The Ethics Committee considers the following values to be central to its philosophy: *The Sanctity of Human Life, *Christian Stewardship of Life, and *The Absolute Good of Eternal Life.

Various ethical issues may arise while you reside at the Community. We are aware that some of these decisions may be difficult and painful to you as a member resident and family member. We have compiled a list of certain issues and identified a brief policy statement about each of them. We want to assure you that decisions regarding these matters are guided by the moral and ethical standards of the Franciscan Sisters of Chicago and the teachings of the Catholic Church.

FINANCIAL PLAN AND ASSISTANCE

A member resident of the Community is responsible for establishing a financial plan for the payment of his/her fees and services provided by the Community, including his/her personal and incidental expenses during the member resident's period of residency at all levels of care at the Community. You agree to notify the Community of any events occurring subsequent to your residency at the Community that could impact your ability to meet your financial obligations to the Community. After entering the Community, you agree not to impair your ability to meet your financial obligations to the Community and/or cause you to no longer meet the financial qualifications determined by the Community. You are entitled to undertake and/or execute any financial transaction that you choose, without approval, as long as the transaction does not compromise the ability to meet the applicable financial qualifications for residency at the Community.

In keeping with the mission of the Community, we do not terminate member residency solely based on financial inability to continue to pay the fees and other expenses due to the Community. However, this statement should not be construed to qualify you for assistance or limit the Community's right to terminate your residency in accordance with the terms of your written agreement with the Community. If you provide facts that, in the Community's sole discretion, justify special financial consideration, we will give careful consideration to subsidizing in part or in whole the amounts due from you, so long as such subsidy can be made without impairing the Community's ability to attain its objectives while operating on a sound financial basis. Any determination with regard to financial assistance shall continue in effect only so long as the Community, in our sole discretion, determines that it can continue to operate for the benefit of all residents on a sound financial basis. If we determine that we will provide financial assistance or subsidy, you may be required to move to a smaller and/or less expensive residence.

We have established a "Gift of Care" program to provide financial assistance to member residents who, due to circumstances beyond their control, are unable to meet their financial obligations to the Community. An application is required to be completed by the resident and submitted to the Gift of Care Committee for its review and sole approval. Applications for the Gift of Care program are available at the executive director's office.

FIRE/SAFETY PROCEDURES

The Maintenance Department will meet with you to review fire/weather safety at the Community. The emergency response and evacuation plan will be provided. The Community will adhere to the NY ALR facility standards.

GIFTS/CONTRIBUTIONS/DONATIONS

As a not-for-profit organization, your contributions/donations to the Community are tax deductible. We would welcome the opportunity to discuss a planned giving program with you and your family as you consider planning for your estate.

Chapel Donations

If you wish to donate specially to our Chapel Fund, please contact the Director of Pastoral Care.

GRATUITIES/TIPPING/GIFTS

Many of you wish to express your gratefulness for the services the Community's associates provide throughout the year. As the Community wants to ensure that all of the member residents receive the same service, we have implemented a "no tipping" policy. As such, no associate is allowed to accept gifts from any member resident or family member.

Associate Appreciation Fund

Many member residents are still inclined to recognize the good work that our associates provide. To that end, you can make a contribution to the Associate Appreciation Fund. Any gifts received through the Associate Appreciation Fund will be used to recognize our associates throughout the year. This way, we are not only acknowledging the work of a few associates, rather the contributions of the entire team of associates who make your Community function at the highest level throughout the year.

GRIEVANCES/COMPLAINTS

We are committed to meeting your needs as best as we can. As such, we encourage you to discuss concerns with us directly. If concerns or complaints are not resolved at the first level, please refer them to the executive director.

The community shall have written procedures and shall establish and maintain a system to receive and respond, within 21 days of receipt, to grievances and recommendations for change or improvement in member resident operations and programs which are presented by member residents and their family and representatives, in accordance with Title 18 NYCRR.

GRIEVANCES/COMPLAINTS

We have implemented a risk management program. A member resident grievance process has been established as part of the program. We will review, investigate, and provide a response to a grievance in accordance with the Community's grievance procedures process. Additionally, member residents also have available to them the New York Office for the Aging, New York Aging Connect, and New York Statewide Senior Action Council.

GUESTS AND VISITORS

A guest residence may be available for member residents' guests to stay for a nominal nightly fee. For reservations and details, contact the Reception Desk for availability.

Overnight guests are welcome in the homes and Residences in accordance with the Community's policies and your Residency Agreement. Visitors' vehicles that remain in the Community overnight should be parked in the driveway, immediate area of the home at which they are staying, or in the parking spaces marked for visitor parking.

HALLWAY DECORATIONS

Decorating the hallway walls, including framework and all painted and wallpapered areas, is the responsibility of the Community. Residents are NOT authorized to hang any pictures, artwork, etc. on any wall. Any member resident who hangs anything on the hallway walls will be charged to fully restore the wall.

Member residents may hang items on their door using the removable adhesive strips. Member residents may also display items on their entry ledge. For the safety of our member residents, we ask that you do not cover the unit number of your residence with any decorations.

HIPAA NOTICE OF PRIVACY PRACTICES

The Community places value on respecting the privacy of member residents and their health information. The federal government has created a set of regulations to protect this right as well. **This notice describes how health information about you may be used, disclosed, and how you can get access to this information. Please review the information in this notice carefully.** It tells you about your rights and our responsibilities to protect the privacy of your health information. It also tells you what to do if you believe that we have violated any of your rights or any of our responsibilities.

We must follow the terms of this notice that are currently in effect. This notice will be given to you on the date you first receive medical products, treatment, or services from our Community, except in an emergency treatment situation. We will also make a good faith effort to obtain a written acknowledgment from you, indicating that you have received this notice.

We reserve the right to make changes to this notice and we will notify you if we change this notice. If this notice is revised, a copy of the revised notice will be available upon your request, posted at our Community, and on our website. Changes to our practices may apply to health information we already have about you, as well as any new information.

How We Use and Disclose Your Health Information

We are required by law to maintain the privacy of your health information. However, a member resident's information may be communicated via telephone or facsimile as needed to facilitate treatment/services, payment/insurance verifications, and for other operational purposes. In these situations, reasonable efforts will be made to safeguard the exchange to avoid inappropriate disclosures.

Uses and Disclosures of Your Information That do not Require Your Prior Authorization

We may use or disclose your health information for treatment, payment and healthcare operations without your authorization in the following ways, except where prohibited by federal or state laws requiring special privacy protections:

Treatment - We will use health information about you to provide you with treatment and services. We may share this information with members of our healthcare staff or with others involved in your care such as doctors, nurses, or other healthcare providers.

Payment - We may use or disclose your health information to bill and collect payment for the services we provide to you. We may contact your insurance plan or third-party payer to confirm your coverage or to request prior approval for a planned treatment or services.

HIPAA NOTICE OF PRIVACY PRACTICES

Healthcare Operations - We may use or disclose your health information for operational purposes. For example, we may use your health information to evaluate our services, including the performance of our associates in caring for you. We may also use this information to learn how to continually improve the quality and effectiveness of the healthcare services that we provide to you.

Common examples of how we may use or disclose your health information without your prior authorization are as follows:

- Your name and address may be used to send you resident/patient satisfaction surveys.
- We may contact you by telephone or by mail to remind you of a healthcare appointment or to discuss payment or treatment issues. If you are not at home when we telephone you, we may leave messages for you to return a call to the Community. If you want us to contact you in a certain way or at a certain location, see “Right to Request Confidential Communications” in this notice.
- Some services are provided for us by our business partners such as accountants, consultants, and attorneys. Whenever we share information with our business partners, we have a written contract with them requiring that they protect the privacy of your health information.

Other Uses and Disclosures of Your Health Information That Do not Require Your Authorization

Fundraising - We may use your health information to contact you in an effort to raise money for programs and operations, such as inviting you to a fundraising event or sending you a newsletter. In making these communications we will only use or disclose limited information about you, including: (i.) your demographic information (name, address, other contact information, age, gender, and date of birth); (ii.) dates of healthcare provided to you; (iii.) department of service; (iv.) your treating physician; (v.) whether you had a positive or negative outcome; and (vi.) your health insurance status. If you do not want to receive these communications, please notify our Compliance Officer in writing at the address provided by your executive director.

HIPAA NOTICE OF PRIVACY PRACTICES

Individuals Involved in Your Care or Payment for Your Care - We may use and disclose health information about you to a family member, other relative, close friend, or any other person identified by you if they are involved in your care or payments related to your care. We may also use or disclose health information about you to notify those persons of your location and general condition. In addition, we may disclose health information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. If you do not want us to disclose health information about you to a family member, other relative, or close friend, please notify our Compliance Officer in writing.

Research - Under certain circumstances, we may use and disclose your health information for research purposes. You will not be the subject of research unless we receive your prior written and informed consent. Unless otherwise described in the consent, your identity and your health information will remain private during and after the research. All research projects must comply with state and federal regulations.

Disaster Relief - We may use or disclose health information about you to assist in disaster relief efforts.

Required by Law - We may use or disclose health information about you when the law requires us to do so.

To Avert a Serious Threat to Health or Safety - We may use and disclose your health information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Public Health Activities - We may use or disclose health information about you for public health activities, which generally include the following: (i.) to prevent or control disease, injury or disability; (ii.) to report births and deaths; (iii.) to report child abuse or neglect; (iv.) to report reactions to medications or problems with products; (v.) to notify people of recalls of products they may be using; and (vi.) to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

Victims of Abuse, Neglect, or Domestic Violence - We may use or disclose health information about you to a government agency if we believe you are the victim of abuse, neglect, or domestic violence. We will only disclose this type of information to the extent required by law, if you agree to the disclosure, or if the disclosure is allowed by law and we believe it is necessary to prevent serious harm to you or someone else.

HIPAA NOTICE OF PRIVACY PRACTICES

Health Oversight Activities - We may use or disclose health information about you to a health oversight agency, such as licensing, regulatory, or accreditation agency, for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure, which are necessary for the government to monitor the healthcare system, government programs, and compliance with civil rights laws.

Law Enforcement - We may disclose your health information for law enforcement purposes as required or permitted by law, for example, in response to a subpoena or court order, in response to a request from law enforcement, and to report limited information in certain circumstances.

Judicial and Administrative Proceedings - If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. We may also disclose health information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Funeral Directors, Coroners, and Medical Examiners - We may use or disclose health information about you to these individuals as needed.

Organ Donation - We may use or disclose health information about you to organ procurement organizations if you are an organ donor. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release health information to funeral directors as necessary to carry out their duties.

Military - If you are a member or veteran of the Armed Forces, we may use and disclose health information about you to your military command. We may also release health information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation - We may use or disclose your health information to comply with workers' compensation laws or similar programs. These programs provide benefits for work-related injuries or illness.

National Security, Intelligence Activities, and Protective Services for the President and Others - We may release health information about you to federal officials for intelligence, counterintelligence, protection of the President, and other national security activities authorized by law.

HIPAA NOTICE OF PRIVACY PRACTICES

Inmates - If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release health information about you to the correctional institution or law enforcement official, if necessary (i.) for the institution to provide you with healthcare; (ii.) to protect your health and safety or the health and safety of others; or (iii.) for the safety and security of the correctional institution.

Uses or Disclosures of Health Information Requiring Your Authorization

Uses and disclosures other than those discussed in this notice will be made only with your written authorization. You may cancel your authorization at any time by notifying our Compliance Officer in writing (see “Right to Revoke Authorization” in this notice). Some examples of uses or disclosures requiring your written authorization are:

- A request to provide certain health information to a drug company for marketing purposes.
- A request from your attorney to obtain your health information for use in a lawsuit.
- A request to disclose certain types of records (such as mental health records, alcohol and drug treatment records, communicable disease records, or genetic test records), if we maintain those types of records about you, to the extent the disclosure is permitted or required by law.
- A request to use or disclose health information to conduct certain marketing activities.
- Disclosures of health information that constitutes a sale of your health information under HIPAA.
- A request to use or disclose certain health information for fundraising purposes that are not otherwise permitted by HIPAA.
- A request for psychotherapy notes.
- Other requests for uses and disclosures not described in this notice.

Your Health Information Rights

The health or medical record created about you is the physical property of the Community. The Information in the health or medical record belongs to you. As such, you have the following rights:

Right to Revoke Authorization - Any other uses and disclosures not described in this notice will be made only with your written authorization. Please note that you may revoke your authorization in writing at any time except to the extent that we have taken action in reliance upon the authorization. Revoking an authorization will not have any effect on information we have already disclosed in reliance upon such an authorization.

HIPAA NOTICE OF PRIVACY PRACTICES

Right to Request Restrictions - You have the right to ask us not to use or disclose certain parts of your health information. This request must be made in writing to our Compliance Officer. Please note that we are only required to agree to those restrictions that are reasonable, and which are not too difficult for us to administer. We do not have to agree to your request for reasons such as the limiting effect it has on our ability to provide treatment, services, or obtain payment. However, we must agree to your request to restrict disclosure of health information about you to a health plan; if: (A.) the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law; and (B.) the health information relates to an item or service for which you or a person, other than the health plan, paid us in full. We will notify you if we deny any part of your request, but if we agree to your request, we must keep the agreement, except in the case of a medical emergency. Either you or the Community can stop a restriction at any time. If you want to stop a mandatory restriction, please notify us in writing.

Right to Inspect and Copy - You have the right to ask to inspect and obtain a copy of your medical record in a form and format that you request, if it is readily producible in that form and format. If it is not, we will provide you with your information in a readable hard copy or readable electronic form, or another alternative that we agree upon. If we maintain your health information electronically, you have the right to obtain an electronic copy. You must submit your request in writing to the Community. We may charge you a reasonable, cost-based fee for costs we incur in processing your request, which covers our costs for labor for copying the information you have requested, supplies for creating the paper copy or electronic media (if you so request), postage (if you ask that the information be mailed), and preparation of an explanation or summary of your information (if you agree).

Right to Request an Amendment - You have the right to request that we correct or amend your medical record. If you believe that any health information we maintain about you is incorrect or incomplete, you must submit your request in writing to the Medical Records Department. We may deny your request in certain circumstances. If your request is denied, you will be notified in writing and will be informed of your rights relating to requesting a review of our denial.

Right to An Accounting of Disclosures - You have the right to discover what disclosures of your health information have been made by contacting the Community's Medical Records Department. The list of disclosures is called an accounting. The accounting may include up to six (6) years prior to the date on which you request the accounting. The accounting will not include disclosures for treatment, payment, or healthcare operations or certain other exceptions. Requests for an accounting of disclosures must be submitted in writing to our Compliance Officer. You are entitled to one (1) free accounting in a 12-month period. We may charge you for the cost of providing additional accountings. You will be notified in advance of any charges.

HIPAA NOTICE OF PRIVACY PRACTICES

Right to Request Confidential Communications - You may request to receive communications of health information from us by alternative means or at alternative locations, and we will work with you to reasonably accommodate your request. For example, if you prefer to receive communications of health information for us only at a certain address, phone number, or other method, you may request such a method.

Right to Obtain a Copy of the Notice - You have the right to ask for and receive a hard copy of this notice and any revisions made to this notice at any time. In addition, the revised notice will be posted in a prominent location in our Community and on our website on or after the effective date of the revision.

Notification of a Breach - You have the right to be notified following a breach of your unsecured health information, and we will notify you in accordance with applicable law.

Right to File a Complaint - You have the right to contact our Compliance Officer at any time if you have questions, comments, or complaints about our privacy practices or if you believe we have violated your privacy rights. There will be no retribution for filing a complaint with us or the Secretary of Health and Human Services. To file a complaint, contact the Community's Compliance Officer by telephone or mail:

THE PROVIDENCE
ATTENTION: COMPLIANCE OFFICER
96 MENAND ROAD
ALBANY, NY 12204
TELEPHONE: (518) 414-9152

In addition, you have the right to make a complaint to the United States Department of Health and Human Services Office of Civil Rights ("OCR") if you believe we have violated your privacy rights under HIPAA. Complaints to OCR must be filed within 180 days of when you knew or should have known that the act or omission in question occurred. This time limit may be extended if you can show "good cause."

Complaints may be filed in writing by mail, fax, e-mail, or via the OCR Complaint Portal (<https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>). To file a complaint in writing, open up and fill out the "Health Information Privacy Complaint Form Package" (<http://www.hhs.gov/hipaa/filing-a-complaint/complaint-process/index.html>) and mail it to the address below, or email it to OCRComplaint@hhs.gov.

Centralized Case Management Operations
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F HHH Bldg.
Washington, D.C. 20201

HIPAA NOTICE OF PRIVACY PRACTICES

Effective Date

This notice is effective as of March 10, 2016.

HOME HEALTH/PERSONAL SERVICE PROVIDERS

Additional services may be purchased through home health agencies and/or personal service providers for short- or long-term needs. For more information on home health agencies and/or personal service providers, please contact the Resident Services Director. Your use of home health agencies and/or personal service providers must comply with our Personal Service Providers policy that can be obtained from Administration. The Community is not responsible and disclaims any responsibility for services provided by other service providers selected by our residents. The Community is not responsible for the services provided by home health agencies.

The Community will provide a listing at your request related to home healthcare and/or personal service providers in the area. The selection of your home healthcare agency and/or your personal service provider should be you and/or your representative's decision.

HOUSEKEEPING

Residences are cleaned two (2) times per month. Cleaning is scheduled for each Residence by the Housekeeping Supervisor. Member residents are notified in advance as to when their Residences are scheduled to be cleaned.

Semi-Annual Home Cleaning

Semi-annual cleaning is scheduled for each home by the housekeeping supervisor. Residents are notified in advance as to when their homes are scheduled to be cleaned.

LAUNDRY ROOMS

Personal laundry service can be obtained through a Personal Services Provider. For details on Personal Service Providers, please contact your executive director. Such services can be provided by local vendors, at your discretion.

LIBRARY

A library is located in the Community. Residents may read and return books at their convenience on the honor system. Large print books are also available.

MAIL SERVICE AND DELIVERY

The Concierge will sign for any mail requiring a signature, as well as any parcels too large for a mailbox. The Concierge will then notify the member resident. In the event of postage due, the carrier will leave a notice for the member resident. Delivery will be rescheduled when the Concierge receives the money due from the member resident along with the notice.

All member residents at the Community must include their Residence number as part of their legal address.

MAINTENANCE SERVICES

Keys and Key Cards

Each member resident is provided with a key card (identification card) and a key to his/her Residence. For security purposes, additional keys must be obtained through the Community for a small fee. No unauthorized persons are allowed access to your Residence for any reason. If you wish to authorize access to family members or provide them with a key, you must advise the Concierge. All keys and key cards must be returned to us upon move-out. Fees will be assessed for all items not returned upon move-out.

MAINTENANCE SERVICES

Maintenance Requests/Work Orders

We are committed to maintaining a safe and pleasant environment through a timely system of preventative maintenance. If an item in your home or Residence needs attention, or you notice anything else in your immediate area that requires maintenance, please report it to the Concierge.

MARKETING

You, as a satisfied resident of our Community, are our most important marketing people. Marketing is an important part of the life of any successful senior living community. Please feel free to offer suggestions or seek information from our marketing associates for friends or relatives who may be interested in our Community and also contact our marketing associates to learn more about our Resident Referral Program.

MOTORIZED VEHICLE POLICY

Motorized wheelchairs, scooters, and other similar motorized vehicles may be operated on the premises of the Community in conformance with the Community's policies and adherence to safety standards. Each member resident must go through an assessment prior to any motorized vehicles being used inside the Community.

NOTARY SERVICES

Notary services are available by appointment at the Community at no charge. We cannot notarize real estate documents. Please contact human resources to schedule an appointment with a notary.

ORGANIZATION

The Community is an operating division of Franciscan Ministries (FM) Sponsored by the Franciscan Sisters of Chicago (“FSSC”). FM is a sponsored Ministry of the Franciscan Sisters of Chicago, a Catholic community of women religious. As a not-for-profit organization, as defined by the Internal Revenue Code, gifts, bequests, and contributions to the Community are tax deductible as contributions. Our team will be pleased to provide you with a listing of our affiliated organizations upon request.

OXYGEN USE

Member residents may require the use of oxygen in their residence. For safety reasons, you must notify management if you will be using oxygen in your residence. An appropriate sign needs to be posted on your door. You are responsible for ensuring that your use of oxygen complies with all state and local health regulations. Oxygen tanks, full or empty, must be stored in your residence, away from fire, flame, and/or heat. You are responsible for arranging to have empty tanks picked up in a timely fashion and should consult with management about where oxygen tanks should be delivered. If you are unable to manage your oxygen safely, we will be required to reevaluate your ability to meet the residency requirements of the Community.

PERSONAL INSURANCE

The Community ensures its real and personal property and equipment from loss, damage, theft, fire, etc. We are not responsible for and do not ensure residents’ personal property, including, but not limited to home furnishings, vehicles, and motorized devices.

Personal Property

You are responsible for the loss or damage of any of your personal property due to theft, fire, water, and/or any other cause. While you reside in the Community, we strongly recommend that our member residents purchase renter’s insurance to cover the value of their belongings and any personal liability. Your personal property of any kind cannot interfere with the health, safety, peaceful habitation, and general welfare of others.

Personal Vehicle

Should you maintain a personal vehicle while residing at the Community, you are required to maintain your vehicle in good working order, maintain your vehicle license, and maintain insurance on your vehicle at no less than the minimum amounts required by State law.

Motorized Devices

You are personally responsible for any damage caused by your motorized devices. We strongly recommend that our member residents purchase personal liability insurance, with limits of no less than \$25,000, in the event of accidental injury to others or to property. Such insurance coverage is available from many insurance companies and the device may be covered through your renter's policy.

The Community is not responsible for damage or loss to any personal property belonging to you caused by fire, flood, storm, or other casualty, or by leaking of water, bursting pipes, theft, or any other cause. You shall be solely responsible, at your sole expense, for insuring against property damage or loss and personal liability to others. In the event of your death or transfer from the Community, we will exercise ordinary care in temporarily safekeeping your personal property. You will remain obligated for the payment of the Monthly Service Fee for as long as any of your personal property remains in your residence.

PERSONAL PROPERTY

At such time as you no longer pay the Monthly Service Fee, you or your representative are obligated to immediately remove the personal property in the residence. If such personal property is not removed within five (5) business days of your permanent move from the residence, we reserve the right to have such property placed in storage at the sole expense and risk of you and/or your estate. Regardless, you may continue to maintain your residence for as long as you desire as long as you continue to pay the Monthly Service Fee associated with the residence. Personal property not claimed by you or your representative within thirty (30) days may be accepted by the Community, at the Community's sole discretion, as a donation. A disposal fee will be assessed to you and/or your estate.

PETS

Member residents are allowed to have pets in the Community as described in the *Pet Policy*. You are responsible for providing care, treatment, nutrition, exercise, medical attention, health, and grooming of your personally owned pet. You must provide initial proof of vaccination and freedom from fleas and ticks from a veterinarian to the Community and annually thereafter. Your cat or dog must wear a collar with a current rabies tag and an identification tag containing the owner/member resident's name and telephone number. You are responsible to repair and pay for any and all damage caused by your pet, including, but not limited to the building, grounds, flooring, trim, finish, tiles, carpeting, and any other accessories as identified by the Executive Director. You also agree to indemnify and hold harmless the Community for any actions of your pet. You are responsible for cleaning up the excrement of your pet.

PHYSICIAN SERVICES

Physician services are available at our Wellness. Member residents are welcome to use the services of any of the physicians' onsite or any physician of their choice. Please note that the Community does not employ the physicians available at the clinic. Because we respect your privacy, all questions regarding billing or services provided by the physician should be directed to the physician.

R-CARE CALL SYSTEM

Our R-Care call system is designed to provide you with a resource should you fall and are unable to get up or experience a medical emergency. There are motion sensors, emergency pull cords in the bathroom, and R-Care buttons that you should wear at all times to ensure access to the system. If you need help, you should push your emergency pendant button/wrist button or pull your pull cord if accessible in the bathroom. Someone from our staff will respond immediately. Each Residence is equipped with a motion sensor that will document physical movement in your home once every 24 hours. If there is no motion detected in your residence between 3:15 a.m. until 10:15 a.m., our associates will call you to check in with you. If there is no answer, our staff will come into your Residence to check on you.

RECEPTION DESK

The Concierge is a great resource to provide assistance and guidance for member residents and family members with questions regarding the happenings and services at the Community. If unable to assist, the Concierge can provide the appropriate contact at the Community to help. The Concierge is staffed Monday through Friday from 7:30 a.m. to 8:00 p.m. and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m.

SECURITY

A high standard of security requires the cooperation of all of our member residents and associates. Member residents are advised to lock their doors when leaving their residences and upon retiring for the evening. Doors and windows should be secured when leaving for an extended period of time. Cameras are situated throughout the Community. Entrance doors are locked in the evening at 8:00 p.m. and open at 7:30 a.m. Security personnel are on-site from 8:00 p.m. to 7:30 a.m. Key cards issued to member residents will allow entry into designated locations when the doors are locked.

SEVERE WEATHER

If the weather becomes threatening, member residents are advised to tune to local television and/or radio stations to listen for storm alerts.

Tornado/Severe Storm Shelter Guidelines

- Independent Living Residences - The Maintenance Department will meet with you to review fire/weather safety at the Community. The recommended area for shelter is either the bathroom in your Residence or in the basement of the Residence building.
- Villas and Carriage Homes - The recommended area for shelter is the bathroom or a room without windows.

SMOKING POLICY

Member residents and guests are prohibited from smoking and using other forms of tobacco products on the campus.

SOLICITING/SALES

The Community maintains a “*no solicitation*” policy. We do not allow outsiders to come in and solicit member residents or to put ads in their mailboxes.

STORAGE

A limited number of storage units are available to member residents. Based on availability, a locker will be assigned to you.

TELEPHONE

The Community's telephone service is offered to the Independent Living Residence member residents, and the member resident is responsible for the charges. Villa and Carriage Home member residents are required to arrange for telephone service.

TELEVISION

The Community will; subscribe to a local cable or streaming service. The basic digital service is free to our residents. Member residents are responsible to arrange for installation of their cable box through the local cable provider directly. This includes notifying the provider if you move Residences and returning your equipment when you leave the Community. Extra channels can be ordered for an additional fee.

TRANSPORTATION

Transportation is provided for scheduled Life Enrichment programs. Please check your monthly calendar for event times/dates. The Community also provides scheduled medical transportation and Loyola Shuttle trips on a limited basis. This can be arranged through the Reception Desk. Additional personal transportation services can be arranged through Life Enrichment.

TRASH DISPOSAL

Residences

Please ensure that refuse, including bottles and cans, is properly bagged and tied and placed in the dumpster located in the Trash Room on each floor of the building (behind the elevator). Separate receptacles for recycling are located in the trash room.

TRASH DISPOSAL

Villas and Carriage Homes

Containers are provided for the proper disposal of refuse. Recycling containers are available upon request. Please ensure that refuse, including newspapers, bottles and cans, is properly bagged, tied, and placed in the containers to avoid littering surrounding property. For aesthetic purposes, please store the container in your garage on non-pickup days.

USE OF COMMON AREAS

Common areas may be enjoyed by all member residents. Some common areas may be used by member residents and family members for private parties for a nominal fee. Reservations are dependent on the availability of rooms. For further information and/or booking, contact the Life Enrichment Director.

VEHICLES

Your personal vehicles must be in working order, registered, and have current licenses to operate under state and local laws. Member resident and guest vehicles parked overnight on the Community's grounds must be registered with Reception.

In addition, your vehicles must be insured to the minimum amounts required by New York state law. The Community is not responsible for your vehicles, and we do not carry any insurance on your personal vehicles for loss, theft, or damage.

VOLUNTEER OPPORTUNITIES

While the Community does not have an active volunteer program, residents are welcome to offer their assistance with various Community activities. We hope you will be interested in serving others through the many opportunities available. Volunteering is a great way to meet new friends and become involved in your Community. Please contact the Life Enrichment Director for more details.

SCHEDULE H-1
CERTIFICATION OF SPONSOR AND PRINCIPALS

**CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO 13 NYCRR 25.4(b)**

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street
New York, NY 10005-1413

RE: THE PROVIDENCE, A FRANCISCAN COMMUNITY

Gentlepeople:

We are the sponsor and the principals of sponsor of the senior residence offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Office of the Attorney General in Part 25 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential residents an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or false promise or unconscionable contractual provisions;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where I/we:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

FRANCISCAN COMMUNITIES, INC. II

By: Regina Umanskiy
Regina Umanskiy, President and CEO

SPONSOR'S PRINCIPALS:

Sworn to before me this
27th day of February 2025.

Jeanine A. Duckett
NOTARY PUBLIC

Regina Umanskiy
Regina Umanskiy

Sworn to before me this
27th day of February 2025

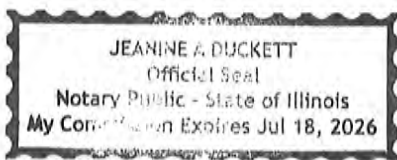
Jeanine A. Duckett
NOTARY PUBLIC

Robert M. Rosenberger
Robert M. Rosenberger

Sworn to before me this
27th day of February 2025.

Jeanine A. Duckett
NOTARY PUBLIC

Jeff Lundeen
Jeff Lundeen



SCHEDULE H-2
CERTIFICATION OF SPONSOR'S
ARCHITECT/ENGINEER



CERTIFICATION BY ENGINEER OR ARCHITECT
PURSUANT TO 13-NYCRR §25.4(c)

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Date: August 12, 2025

Re: THE PROVIDENCE, A FRANCISCAN COMMUNITY

The sponsor of the offering plan to create a senior residence retained me/our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by us dated June 25, 2025 and prepared the Report dated August 11, 2025, a copy of which is intended to be incorporated into the offering plan so that prospective residents may rely on the Report.

We are a registered architects in the state in which the property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 25 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

- (i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;
- (ii) in our professional opinion affords potential residents an adequate basis upon which to find their judgment concerning the description and/or physical condition of the property as it will

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exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I/we:
 - a. knew the truth;
 - b. with reasonable effort could have known the truth;
 - c. made no reasonable effort to ascertain the truth; or
 - d. did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the commencement of operation of the property as a senior residential community or on the profitability of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



J. Walleck Signature

Jerry Walleck, AIA
Name of Individual or Firm

Managing Principal
Title or Position

Sworn to before me this
14th day of August, 2025

Katherine McNally
NOTARY PUBLIC



SCHEDULE H-3

**CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF BUDGET**

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET
PURSUANT TO 13-NYCRR §25.4(d)

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Date: June 25, 2025

Re: THE PROVIDENCE, A FRANCISCAN COMMUNITY

The sponsor of the senior residence offering plan for the captioned property retained me/our firm to review or prepare Schedule B, containing projections of income and expenses for the first year of operation. My/our experience in this field includes:

Gerontological Services, Inc. (GSI) is a full-service development group wholly owned by Transforming Age (TA), Inc A Washington non-profit senior living organization. GSI has been engaged by Franciscan Communities Inc. II to provide development consulting services in the areas of development, design, finance, regulatory, and sales/ marketing. The principals of GSI have over 200 years of combined experience and been involved with over 100 senior living projects comprised of new and re-developed CCRC's, rental IL/AL/MC and active adult communities with value exceeding over \$4 billion dollars. TA has been managing senior living communities since the inception in 1956. Currently, TA is managing 74 senior living communities.

I/We understand that I am/we are responsible for complying with Article 23-A of General Business Law and the regulations promulgated by the Office of the Attorney General in Part 25 insofar as they are applicable to Schedule B.

I/We have reviewed the Schedule(s) and investigated the facts set forth in the Schedule(s) and the facts underlying it with due diligence in order to form a basis for this certification. I/We also have relied on my/our experience in managing residential buildings.

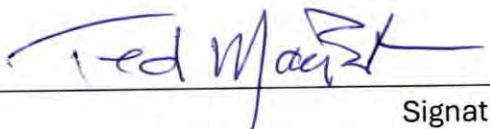
I/We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of operation as a senior residence.

I/We certify that the Schedule: sets forth in detail the projected income and expenses for the first year of operation as a senior residence;

- (i) affords potential residents an adequate basis upon which to found their judgment concerning the first year of operation;
- (ii) does not omit any material fact;
- (iii) does not contain any untrue statement of a material fact;
- (iv) does not contain any fraud, deception, concealment, or suppression;
- (v) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vi) does not contain any representation or statement which is false, where I/we:
 - a. knew the truth;
 - b. with reasonable effort could have known the truth;
 - c. made no reasonable effort to ascertain the truth; or
 - d. did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.



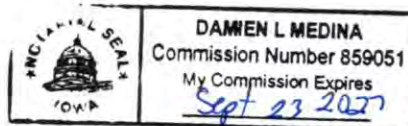
 Signature

Ted MacBeth
 SVP Real Estate Development, GSI

Sworn to before me this
 _____ 25th day of June, 2025



 NOTARY PUBLIC



SCHEDULE I

**COUNSEL'S OPINION REGARDING FEDERAL FAIR
HOUSING LAW**

RICHARD HERZBACH
PARTNER
DIRECT DIAL 516.296.7006
rherzbach@certilmanbalin.com

April 29, 2025

Franciscan Communities, Inc. II
11500 Theresa Drive
Lemont, IL 60439

Re: The Providence, A Franciscan Community

Dear Sir/Madam:

We have acted as your counsel in connection with the compilation of the Offering Plan and related materials for the senior residential community to be known as The Providence, A Franciscan Community ("Providence") consisting of 89 independent living Residences and common areas located at 96 Menands Road, in the Village of Menands, Albany County, and State of New York, for which you are the Sponsor.

We render this opinion based on a review of the Residency Agreement, Description of Property Report, and other documents contained in the Offering Plan submitted to the New York State Department of Law, Real Estate Financing Bureau on or about April 29, 2025. We make no factual representations and have relied on the certifications of the architectural professionals preparing the Description of Property Report for Providence.

Based on our examination of the applicable provisions of the Fair Housing Amendments Act of 1988 (42 USC Section 3601, et seq., as amended and 42 USC Section 6101 et seq. as amended, the "Acts"), it is our opinion that under the law in effect as of the date hereof, the Providence project is in compliance with the Federal Fair Housing Amendments Act of 1988 regarding age restricted communities and housing facilities.

Title 42 USCS Section 6102 prohibits discrimination on the basis of age for any program or activity receiving Federal financial assistance. That section expressly excepts from its provision those entities providing services as defined in 42 USC 6103(B)(C). Section 6103(C)(2) provides, in relevant part, as follows:

The provisions of this title [42 USC §§6101 et seq.] will not apply to any program or activity established under the authority of any law which (B) establishes criteria for participation in age-related terms or describes intended beneficiaries or target groups in such terms.

(C)(i) The term "program or activity" means all of the operations of an entire corporation, which is principally engaged in the business of providing education, Health care, housing, social services or parks and recreation.

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Section 6107(4)(D) includes In the definition of program or activity any other entity which is established by two or more of the entities described in subparagraph (C).

Pursuant to the aforesaid statutory provisions, it is clear that Providence, sponsored by Franciscan Communities, Inc. II ("Sponsor"), is expressly exempted from the age discriminations stature. The Sponsor principally engages in the business of providing housing and social services to aged citizens. By reason of the foregoing, it is our opinion that the retirement community to be established by Sponsor is exempt from the age discrimination statute set forth at 42 USC §6101 et seq.

The Providence project is also in compliance with Title 42 USC §3601 et seq. which makes it unlawful to discriminate on the basis of race, color, religion, sex, familial status or national origin. Section 3607(1b)(1) specifically exempts entities providing housing for older persons from the application of Chapter 45 of the Fair Housing Act as it applies to "familial status."

Housing for older persons is defined in §3607(b)(2)(B), in relevant part, as follows:

Housing intended for, and solely occupied by, persons 62 years of age or older.

The housing for older persons exemption clearly applies to Providence. All residents must be 62 years of age or older. The Sponsor has, therefore, met every statutory requirement for purposes of qualifying for the housing for older persons exemptions.

The opinions expressed herein are based solely on the facts and documents referred to above. No representations are made as to the truth of the facts which form the basis of this opinion. No warranties are made that the laws upon which these opinions are based will not change. In no event will the Sponsor or Sponsor's counsel, the selling agent or any other person be liable, if by reason of future changes in fact or applicable law, regulations or decisional law the status of the retirement community should cease to meet the requirements contained herein. This opinion is limited to an interpretation of Federal and New York State laws.

This opinion or reproduction thereof may be inserted in the Offering Plan.

Very truly yours,

CERTILMAN BALIN ADLER & HYMAN, LLP

By:


 RICHARD HERZBACH, Partner

SCHEDULE J
GENERAL BUSINESS LAW § 352(e)

General Business Law - GBS § 352-e. Real estate syndication offerings

1. (a) It shall be illegal and prohibited for any person, partnership, corporation, company, trust or association, or any agent or employee thereof, to make or take part in a public offering or sale in or from the state of New York of securities constituted of participation interests or investments in real estate, mortgages or leases, including stocks, bonds, debentures, evidences of interest or indebtedness, limited partnership interests or other security or securities as defined in [section three hundred fifty-two](#) of this article, when such securities consist primarily of participation interests or investments in one or more real estate ventures, including cooperative interests in realty, unless and until there shall have been filed with the department of law, prior to such offering, a written statement or statements, to be known as an “offering statement” or “prospectus” concerning the contemplated offering which shall contain the information and representations required by paragraph (b) of this subdivision unless the security offering is exempted hereunder or under [section three hundred fifty-nine-f, subdivision two](#), of this article by rule or action of the attorney general. The term “real estate” as used in the paragraph shall not include mineral, oil or timber leases or properties, or buildings, structures, land or other realty housing or containing business offices or industry, owned or leased by the issuer, where the issuer is not primarily engaged in the business of buying and selling such building or other realty or leases or interests therein. The circulation or dissemination of a non-firm offer (including circulation or dissemination of a preliminary prospectus pursuant to section ten (b) of the securities act of nineteen hundred thirty-three, 1 and the rules thereto appertaining) shall not constitute making or taking part in a public offering within the meaning of this section.

(b) The detailed terms of the transaction; a description of the property, the nature of the interest, and how title thereto is to be held; the gross and net income for a reasonable period preceding the offering where applicable and available; the current gross and net income where applicable and available; the basis, rate and method of computing depreciation; a description of major current leases; the essential terms of all mortgages; the names, addresses and business background of the principals involved, the nature of their fiduciary relationship and their financial relationship, past, present and future, to the property offered to the syndicate and to those who are to participate in its management; the interests and profits of the promoters, offerors, syndicate organizers, officers, directors, trustees or general partners, direct and indirect, in the promotion and management of the venture; all restrictions, if any, on transfer of participants' interests; a statement as to what stock or other security involved in the transaction, if any, is non-voting; a statement as to what disposition will be made of the funds received and of the transaction if not consummated, which statement shall represent that all moneys received from the sale of such securities until actually employed in connection with the consummation of the transaction as therein described, shall be kept in trust and that in

the event insufficient funds are raised through the offering or otherwise to effectuate the purchase or purchases or other consummation of the contemplated transaction, or that the intended acquisition shall not be completed for any other reason or reasons, then such moneys, less such amounts actually employed in connection with the consummation of the transaction, shall be fully returned to the investor; which of the securities offered are unsecured; clearly distinguish between leasehold and fee ownership, between fact and opinion; a commitment to submit annual reports to all participants, including an annual balance sheet and profit and loss statement certified by an independent certified public accountant; clearly distinguish between those portions of promised distributions which are income and those which are a return of principal or capital; in the case of qualified leasehold condominiums, as defined in [section three hundred thirty-nine-e of the real property law](#), a disclosure of the unique requirements imposed on the unit owners of such condominiums by the provisions of sections three hundred thirty-nine-bb and three hundred thirty-nine-cc of such law; and such additional information as the attorney general may prescribe in rules and regulations promulgated under subdivision six hereof as will afford potential investors, purchasers and participants an adequate basis upon which to found their judgment and shall not omit any material fact or contain any untrue statement of a material fact.

(c) All advertising in connection with an offering of securities described in this subdivision shall be consistent with the representations and information required to be set forth as hereinbefore in this subdivision provided.

2. Unless otherwise provided by regulation issued by the attorney general, the offering statement or statements or prospectus required in subdivision one of this section shall be filed with the department of law at its office in the city of New York, prior to the public offering of the security involved. No offer, advertisement or sale of such securities shall be made in or from the state of New York until the attorney general has issued to the issuer or other offerer a letter stating that the offering has been filed. The attorney general, not later than thirty days after the submission of such filing, shall issue such a letter or, in the alternative, a notification in writing indicating deficiencies in the offering statement, statements or prospectus; provided, however, that in the case of a building or group of buildings to be converted to cooperative or condominium ownership which is occupied in whole or in part for residential purposes, such letter or notification shall be issued in not sooner than four months and not later than six months from the date of submission of such filing. The attorney general may also refuse to issue a letter stating that the offering statement or statements or prospectus has been filed whenever it appears that the offering statement or statements or prospectus does not clearly set forth the specific property or properties to be purchased, leased, mortgaged, or otherwise to be acquired, financed or the subject of specific investment with a substantial portion of the offering proceeds.

2-a. (a) For the purposes of this subdivision the following words shall have the following meanings:

(i) "Plan". Every offering statement or prospectus submitted to the department of law for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership, other than a plan governed by the provisions of either [section three hundred fifty-two-eee](#) or three hundred fifty-two-eeee of this chapter, or a plan for such conversion pursuant to article two, eight or [eleven of the private housing finance law](#).

(ii) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(iii) "Eligible senior citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this subdivision; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(iv) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this subdivision; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

(b) The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of this section has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless the plan provides that:

(i) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(ii) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(iii) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(iv) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(c) The provisions of this subdivision shall be applicable in any city, town or village not covered by the provisions of section three hundred fifty-two-eeee of this chapter, or which has not elected to be covered by [section three hundred fifty-two-eee](#) of this chapter, provided the local legislative body elects, by majority vote to adopt by resolution, coverage provided by this section. A certified copy of such resolution shall be filed in the office of the attorney general at Albany and shall become effective on the date of such filing.

2-b. In the case of offerings of cooperatives, condominiums, interest in homeowners association and other cooperative interests in realty, including homes subject to deed or covenant or agreements requiring investment therein, the attorney general may refuse to issue a letter of acceptance unless the offering statement, prospectus or plan shall provide that all deposits, down-payments or advances made by purchasers of residential units shall be held in a special escrow account pending delivery of the completed apartment or unit and a deed or lease whichever is applicable, unless insurance of such funds in a form satisfactory to the attorney general has been obtained prior thereto. In addition to the general regulatory authority provided in this section, the attorney general is hereby authorized to adopt, promulgate, amend and rescind suitable rules and regulations to carry out the provisions of this subdivision, including, but not limited to, determining when escrow funds may be released, the nature of escrowees, and other terms and conditions relating thereto deemed necessary in the public interest.

2-c. Payment of legal fees for representation of a tenant or tenant's association in a residential building undergoing conversion to cooperative or condominium ownership shall not be made from any reserve fund, working capital fund, or other fund established to cover expenses, repairs and capital improvements of buildings converted to cooperative or condominium ownership, unless made pursuant to a retainer agreement entered into before this subdivision shall have become a law. Payment of legal fees may be made, however, from another fund specifically designated for such purpose.

2-d. (a) For the purposes of this subdivision the term "self-dealing contract" shall be defined as any contract or portion thereof which is entered into after October eighth, nineteen hundred eighty, and which:

(i) provides for operation, maintenance, or management of a condominium or cooperative association in a conversion project, or of property serving the condominium or cooperative unit owners in such projects;

(ii) is between such unit owners or such association and the developer or an affiliate of the developer;

(iii) was entered into while such association was controlled by the developer through special developer control or because the developer held a majority of the votes in such association;

(iv) is for a period of more than three years, including any automatic renewal provisions which are exercisable at the sole option of the developer or an affiliate of the developer; and

(v) may not be terminated without penalty by such unit owners or such association.

(b) In the case of offerings of cooperatives, condominiums or other interests in realty covered by the provisions of section six hundred eight of the Condominium and Cooperative Abuse Relief Act of 1980, [15 U.S.C. 3607](#), the attorney general shall refuse to issue a letter of acceptance unless the offering statement, prospectus or plan provides that the tenant shareholders or owners entitled to vote to terminate a self-dealing contract pursuant to such section twice be notified of such right in writing (i) once within thirty days of the date that the right to terminate pursuant to subsection (b) of such section commences and (ii) secondly at least six months prior to the date that such right to terminate will expire.

3. No offering literature shall be employed in the offering of securities as defined in subdivision one of this section except by the offering statement or statements filed in the department of law pursuant to the provisions of this section. All advertising in whatever form, including periodicals or on radio or television shall contain a statement that no offer of such securities is made except by such offering statement or statements.

4. In all literature employed in the offer and sale of securities defined in subdivision one of this section and in all advertising in connection therewith there shall be contained, in easily readable print on the face thereof, a statement that the filing of an offering statement or statements or prospectus as required by subdivision one of this section with the department of law does not constitute approval of the issue or the sale thereof by the department of law or the attorney general of this state.

5. No offering or sale whatever of securities described in subdivision one of this section shall be made except on the basis of information, statements, literature, or representations constituting the offering statement or statements or prospectus described in such subdivision, and no information, statements, literature, or representations shall be used in the offering or sale of securities described in such subdivision unless it is first so filed and the prospective purchaser furnished with true copies thereof.

6. (a) The attorney general is hereby authorized and empowered to adopt, promulgate, amend and rescind suitable rules and regulations to carry out the provisions of this section, including regulations for the method, contents and filing procedures with respect to the statements required by subdivision one and the making of amendments thereto.

(b) The attorney general is hereby authorized and empowered to adopt, promulgate, amend and rescind suitable rules and regulations relating to the information furnished to investors of the sources of any distribution or distributions made by any issuer in connection with the sale of realty securities since January first, nineteen hundred sixty-one within the provisions of [section three hundred fifty-two-e](#) and [section three hundred fifty-two-g](#) of this article.

7. (a) The department of law shall collect the following fees for the filing of each offering statement or prospectus as described in subdivision one of this section: seven hundred fifty dollars for every offering not in excess of two hundred fifty thousand dollars; for every offering in excess of two hundred fifty thousand dollars, four-tenths of one percent of the total amount of the offering but not in excess of thirty thousand dollars of which one-half of said amount shall be a nonrefundable deposit paid at the time of submitting the offering statement to the department of law for review and the balance payable upon the issuance of a letter of acceptance for filing said offering statement. The department of law shall, in addition, collect a fee of two hundred twenty-five dollars for each amendment to an offering statement. For each application granted by the department of law which permits the applicant to solicit public interest or public funds preliminary to the filing of an offering statement or for the issuance of a “no-filing required” letter, the department of law shall collect a fee of two hundred twenty-five dollars. In the event the sponsor thereafter files an offering statement, the fee paid for the preliminary application shall be credited against the balance of the fee due and payable on filing. For each application granted pursuant to [section three hundred fifty-two-g](#) of this article, the department of law shall collect a fee of two-tenths of one percent of the amount of the offering of securities; however, the minimum fee shall be seven hundred fifty dollars and the maximum fee shall be thirty thousand dollars. All revenue from that portion of any fee imposed pursuant to this paragraph, which exceeds twenty thousand dollars shall be paid by the department of law to the state comptroller to be deposited in and credited to the real estate finance bureau fund, established pursuant to [section eighty of the state finance law](#).

(b) The attorney general may, in his discretion, require an inspection to be made by the department of law in connection with a real estate syndication, cooperative, or condominium offering, of lands and property thereon, situated outside of the state of New York, involved in such offering. In such case, prior to the acceptance of such filing, there shall be remitted to the department of law an amount equivalent to the cost of travel from New York to the location of the property involved in the offering and return, as estimated by the department of law, and a further reasonable amount estimated to be necessary to cover the additional expenses of such inspection. The department of law shall return to the person making the remittance any amount advanced in excess of the actual expenses incurred, and where there is a deficiency, the department of law shall be empowered to collect the difference between the actual expenses and the amount advanced.

(c) Notwithstanding the provisions of paragraph (a) of this subdivision, the department of law shall not collect any fees for the filing of an offering statement or prospectus or any amended filings thereto as described in subdivision one of this section whenever a conversion of a mobile home park, building or group of buildings or development from residential rental status to cooperative or condominium ownership is being made pursuant to article eighteen, [nineteen](#) or [twenty of the private housing finance law](#).

8. Within four months after the end of its fiscal year, every syndicate which shall have been required to file an offering statement or statements or prospectus under subdivision one of this section shall file with the department of law at its office in the city of New York an annual report of the syndicate operation, including an annual balance sheet and profit and loss statement certified by an independent certified public accountant. The department of law shall collect a fee of five dollars for the filing of each such annual report.

9. Each offering statement or prospectus as described in subdivision one of this section, and all exhibits or documents referred to therein shall be available for inspection by any person who shall have purchased a security described in this section or shall have participated in the offering of such security.