

Glen Arden, Inc.
Disclosure Statement

Effective Date: March 26, 2018

This matter involves a substantial financial investment and a legally binding contract. In evaluating the Disclosure Statement and Residency Agreement prior to any commitment, it is recommended that you consult with an attorney and financial advisor of your choice, if you so elect, who can review these documents with you. You have the right to cancel the Residency Agreement within seven days after signing without obligation.

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INTRODUCTION

Name and Type of Organization

Glen Arden, Inc. (referred to as "Glen Arden"), is a not-for-profit corporation organized and existing under the laws of the State of New York. Glen Arden is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

Glen Arden is a Continuing Care Retirement Community as defined under Article 46 of the New York State Public Health Law, and has received a Certificate of Authority from the New York State Continuing Care Retirement Community Council. Glen Arden is affiliated, through Board members, with Elant Foundation, Inc., Elant, Inc. and Elant at Brandywine, Inc. which are all not-for-profit-organizations. Elant at Brandywine, Inc. is a 131-bed nursing care center located in Briarcliff Manor, NY.

Glen Arden has had a contract with Elant, Inc. for administrative services for the past several years; however, since January 1, 2018 Glen Arden maintains its own administrative staff for management of Corporate Compliance, Human Resources, Marketing, and Accounting. Glen Arden has a contract with the Orange Regional Medical Center – Arden Hill Campus for the lease of land on which Glen Arden is located. Glen Arden does not operate any other continuing care retirement community.

As of December 2005, Elant, Inc. is an established co-operator of Glen Arden Continuing Care Retirement Community. As such, Elant, Inc. is subject to the regulatory requirements of an operator of the CCRC and has historically been providing financial assistance to the CCRC.

As of March 1, 2016 Glen Arden and certain other subordinate affiliates of Elant, Inc. entered into a Corporate Integrity Agreement (CIA) with the New York State Office of Medicaid Inspector General (OMIG). The purpose of the CIA as stated in section 1 therein, is to “promote compliance with the statutes, regulations, program requirements, and written directives of New York State’s Medical Assistance Program (Medicaid), and all other applicable New York State and Federal laws and regulations pertaining to Medicaid.” Glen Arden and certain other subordinate affiliates of Elant, Inc. entered into this agreement as a result of certain compliance violations and sub optimal processes which have been subsequently remedied to the satisfaction of OMIG. Given the term of the CIA if five years, it is anticipated that Glen Arden will continue to operate under the CIA and oversight of OMIG until February 28, 2021.

Board of Directors

Glen Arden is governed by a voluntary Board of Directors. The Directors have no ownership interest in the assets of Glen Arden. Directors take such actions and perform such duties and responsibilities as may be authorized by law and the Corporation's by-laws. Copies of the by-laws are available upon request. No part of the net earnings of Glen Arden may be used for the benefit of or be distributed to Directors, officers or other private individuals, nor does any person involved in the management of Glen Arden have any proprietary interest in Glen Arden. The voluntary Directors and officers of Glen Arden are listed below. None of the Directors or officers has, as of this date:

- Been convicted of a crime or pled no lo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment if the criminal or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property.
- Had a prior discharge in bankruptcy or was found insolvent in any court action.
- Been subject to a currently effective order or federal or state administrative order relating to business activity or health care as a result of an action by a public agency or department, including, without limitation, actions affecting a license to operate a continuing care, health care and/or adult care operation.
- Any interest in any supplier or potential suppliers of goods or services to Glen Arden.
- Supplied materials, goods or services of any kind to Glen Arden for a fee.
- Previous experiences on the Board of a continuing care retirement community.
- The names and biographical summaries of the Officers of the Board of Directors follow:

Donna M. Cornell, a resident of Cornwall-on-Hudson, is the founder and President of Cornell Associates headquartered in Newburgh, New York with locations in Georgia and Connecticut. Ms. Cornell has shown her continued commitment to community through previous or current Board service on the Advisory Board of HUBCO Bank, SUNY MBA Advisory Board, Marist College Advisory Board, Mid- Hudson Pattern for Progress, Orange County Workforce Development Board, the Hudson Valley Philharmonic, Dutchess County Arts Council, Orange County Partnership, the Chamber of Commerce of Orange County, Family Health Center, Hudson Valley Technology Development Center. Ms. Cornell is also a Trustee and current Chair of Elant, Inc and Elant at Brandywine, Inc.

Paul Ernenwein, Esq., a resident of Newburgh, New York is an attorney in the law firm of Tarshis-Catania in Newburgh, New York. Mr. Ernenwein has served multiple philanthropic and not-for-profit organizations including, The Orange County Citizens Foundation, The Elant Foundation, Cub's Place, The Benevolent and Protective Order of Elks; Newburgh 247, The Newburgh Historical Society, the Children's Country Day School and others. Mr. Ernenwein is a Trustee and Vice Chair of Elant, Inc. Mr. Ernenwein concentrates his law practice in the areas of complex litigation including medical malpractice, legal malpractice, complex injuries and damages and criminal defense.

Thomas McGorry, of Circleville, New York is Vice President of TD Bank. Mr. McGorry is a Trustee and Secretary/Treasurer of Elant, Inc.

Nancy Calhoun, a resident of Washingtonville, is a former NYS Assemblywoman, where she was a member of the Insurance, Labor and Real Property Committees. Ms. Calhoun was also a tax collector and internal auditor of the Washingtonville School District; and Deputy Supervisor and Budget Officer for the Town of Blooming Grove. She was also an Elected Town Supervisor for Blooming Grove from 1986 through 1990. She served on the Executive Committee of the National Conference of Insurance Regulators for 15 years. Ms. Calhoun is a Trustee of Elant, Inc. and Secretary/Treasurer of Elant at Brandywine, Inc.

James Krueger, of Pine Bush, New York is the CFO of Orange and Sullivan ARC located in Monticello and Newburgh New York. Mr. Krueger is a Trustee of Elant, Inc.

Mary Jane Sorrell, is a resident of Goshen, NY. She is a retired educator from Middletown (NY) public schools. Ms. Sorrell has a Bachelor's Degree in Education from Wilmington College, OH and Masters Degree in Education from SUNY New Paltz, NY. She is President of the William Bull & Sarah Wells Stone House Association; President of the Glen Arden Residents' Association; Member of the Middletown Players Club (local theater productions), Women's University Club and the Middletown Garden Lovers Club. Ms. Sorrell is a Trustee of Elant, Inc.

Nancy Markoff, is Executive Vice President of New York Security Systems, Inc. and CFO of PRD International, Inc., a sister company to NY Security Systems. Ms. Markoff offers a strong analytical talent with bottom line orientation while maintaining the highest levels of customer satisfaction and product quality. In addition to her career accomplishments, Ms. Markoff has been community minded serving as board member for various organizations in New Jersey and Palm Beach. She is the author of the award winning book *Ali-Mama: A Feral Cat's Tale*; a portion of her book signing proceeds is donated to TNR Programs.

Thomas Weddell, is a Managing Partner with RBT CPAs [LLC/LLP](#), located in Newburgh NY, formerly Vanacore, Weddell, et al. The firm is organized into five principal divisions: accounting and auditing, tax services, consulting and special projects services, accounting support services, and computer consulting. The firm provides year-round service in a business advisory role to fulfill present and emerging needs of clients. Under his dynamic leadership he has guided the firm to be one of the leading in the Hudson Valley with multiple locations. RBT CPAs LLP is a proud member of RSM US Alliance, a premier affiliation of independent accounting and consulting firms in the United States. Mr. Weddell brings a wealth of experience and influence as a board leader in his service to a variety of Hudson Valley non-profit organizations. Mr. Weddell is a graduate of SUNY Albany and University of Chicago.

Lawrence Force, PhD, a gerontologist, has worked in the field of aging and disabilities for over thirty-five years as a practitioner, academician, administrator, and researcher in both the public and private sector. Dr. Force is the founder and CEO of Age Plan, a national advocacy and training organization and has recently helped launch the National Organization of Adult Addictions and Recovery (NOAAR), whose mission is to raise awareness and treat and prevent addictions in adults, those in midlife, and those beyond. He is a professor of psychology at Mount Saint Mary College and the director of the Center on Aging and Policy. Dr. Force is a nationally recognized leader in the area of end-of-life care for people with developmental disabilities and coauthor of *Gerontology: An Interactive Text and End-of-Life Care: A Guide for Supporting Older People with Intellectual Disabilities and Their Families*.

He is the author of: *The Detoxing of Caregivers: Key Tips for Survival, Strength and Patience* and has collaborated on books, articles, chapters, monographs, and technical reports that address topics such as developmental models of aging, caregiving, addictions across the lifespan, lifelong disabilities and naturally occurring living communities (NOLCs). Dr. Force was sponsored as a summer institute fellow at the National Institute on Aging (NIA) and the RAND Corporation and was funded as a principal investigator (PI) on a National Institute of Health (NIH) grant conducting a nationwide study of the Area Agencies on Aging (AAAs). He has presented his work at national and international conferences. Dr. Force is a licensed clinical social worker (LCSW-R) and a National Board Certified Clinical Hypnotherapist (NBCCH).

Andrew Simon, is a Principal, Consulting Partner and head of new business development of Simon Associates Management Consultants, located in Yorktown Heights, New York, with a specialization in early-stage companies as well as helping established companies identify and open new markets. He is a certified Innovation Games facilitator and trainer. Andy has taken a series of start-ups through successful stage of development, including most recently Questar Assessment Inc., where he served as founder, CFO, CEO and Chairman. Mr. Simon is a graduate of Washington University in St. Louis and received his MBA from Columbia University.

DESCRIPTION OF THE FACILITY

Number, Type and Size of Units

There are 148 Independent Living apartments, 28 Enriched Housing apartments and 40 Skilled Nursing rooms located in the Health Care Center.

The independent living apartments consist of:

Type of Unit	Number	Net Square Footage
One Bedroom	14	500
One Bedroom Deluxe	45	700
One Bedroom with Den	35	860
Two Bedroom	33	1000
Two Bedroom with Den	21	1240

The Health Care Center contains 40 Skilled Nursing Care rooms on the third floor, and the 28 Enriched Housing apartments on the first-main floor. There is casual dining, wellness rooms, and recreational facilities on the main floor of the Independent Living as well a formal dining and lounge area on the second floor. Lounge areas and dining for the Enriched Housing and Health Care Centers are located on the first-main and third floors respectively. The administrative offices are also located on the first-main floor.

COMMUNITY FEATURES

Glen Arden is located on 50 acres near the junction of State Route 17 and Harriman Drive in the Village of Goshen, New York. The apartments are designed with the special needs of the older adult in mind. Glen Arden is equipped with elevators, comfortable common area lighting, wide hallways, carpeting and nonskid floor coverings. Each apartment is of fire resistant construction and provided with individually controlled heating and air conditioning, a private patio or balcony, washer/dryer, all electric kitchen, and a master television hookup. Apartments have safety bars in the bathrooms, an emergency call system, and smoke detectors and alarms. Residents have use of a separate locked storage cage for safeguarding of personal items. The community has a fire sprinkler system in compliance with state regulation.

Lighted and well-maintained parking areas are available to Residents at no additional charge.

The Glen Arden community includes spacious common areas such as a community room, main dining room, casual dining cafe, pub, as well as two private dining rooms for family gatherings or special occasions. The community houses social and recreational facilities, a beauty/barber shop, an indoor pool, library, woodworking shop, lounges and administrative areas.

Outside amenities include gardens, walking paths and outdoor recreational areas.

Fees

There are three types of fees required of the Residents of Glen Arden: a refundable Entrance Fee deposit; an Entrance Fee; and a Monthly Service Fee. The current schedule of Entrance and Monthly Service Fees is attached as Exhibit A. Exhibit A also includes the previous five-year summary of fees.

Entrance Fee and Monthly Fee

The total amount of the entrance fee and the monthly fee in effect at the time the Residency Agreement is executed is stated in the Residency Agreement. The entrance fee and monthly fee are higher when a second person shares an apartment. Monthly fees are expected to increase annually.

The resident will be required to pay the balance of the entrance fee and begin paying a monthly fee upon occupancy or within 90 days of the residency agreement execution date, whichever is earlier.

Should a resident elect to terminate the Residency Agreement after moving into Glen Arden, the resident may be eligible for a refund, as outlined in the Residency Agreement (see Section XII of the Residency Agreement).

Contract Types

When residents move to Glen Arden, they will receive the right to live at Glen Arden for life subject to the right of Glen Arden to terminate the Residency Agreement or the transfer of residents under limited specified circumstances as set forth in the Residency Agreement and in accordance with New York law.

Under the Residency Agreement, Residents pay a one-time entrance fee and a monthly fee for the use of the facilities and services as described in the Residency Agreement. The entrance fee may be partially refundable as described in Section XII of the Residency Agreement. All residents receive a service program summarized in the Resident Services section of the Disclosure Statement and detailed in the Residency Agreement.

If a resident requires skilled nursing home care, he or she receives that care in Glen Arden's Health Care Center. If a resident requires adult home care, he or she receives that care in Glen Arden's Enriched Housing Unit. Residents have the following five (5) options with respect to Entrance Fees, adult home care and nursing care: 90% Refund Option, 75% Refund Option, Full Life Care Option, Modified Health Care Option, and Limited Health Care Option. The amount of a Resident's entrance fee and his or her payment obligations with respect to nursing care depend on the particular option that the Resident chooses when he or she signs the Residency Agreement.

Regardless of whether the resident chooses the 90% Refund option, 75% Refund option, Full Life Care option, Modified Health Care option, or Limited Health Care option, he or she is responsible for paying the cost of medication, physical therapy and other ancillary services typically provided to residents of nursing facilities and charged for separately over and above the charge for routine services.

The resident is required to enroll in Medicare Parts A and B and one “Medicare supplemental insurance plan” approved by the New York State Department of Financial Services, which cover the cost of most acute medical care. Hospital care and physician services are not covered under the Residency Agreement.

If a resident requires adult home care, he or she receives that care in Glen Arden’s Enriched Housing Unit. The Enriched Housing benefit is unlimited for all contract types. Residents also receive a service program summarized in the Resident Services section of the Disclosure Statement and detailed in the Residency Agreement. If a resident needs care at Glen Arden’s Enriched Housing Unit, the care is provided for the monthly fee the resident would have paid in his or her independent living apartment. The cost of medication and services provided by Resident’s physician, acute hospital services, chronic home health services, durable medical equipment and prescribed therapies, and other ancillary services typically provided to adult home residents are charged to the resident separately by those providers of services and items. The aforementioned services are not included in the independent living monthly fee, nor are the services and items provided by Sponsor.

1. 90% Refund, 75% Refund and Full Life Care Options

Residents who choose the 90% Refund Option, 75% Refund Option or the Full Life Care option, receive unlimited benefit days in the Enriched Housing Unit for adult home care and Health Care Center for skilled nursing care while paying the independent living monthly fee rate.

2. Modified Health Care Option

Under the Modified Health Care Option program, the resident will receive unlimited benefit days in the Enriched Housing Unit for adult home care and coverage of care in the Health Care Center for skilled nursing care to the extent that the resident does not have other applicable coverages, such as Medicare or private insurance, up to a three hundred and sixty-five (365) day lifetime limit of combined coverages from both Sponsor and such sources. During this 365 “benefit day” period, the resident shall pay only the independent living monthly fee rate, regardless of whether the resident’s nursing stay is covered by public or private insurance or by Sponsor. Thereafter, the resident is responsible for paying the Health Care Center’s full daily rate. For example, if the resident is transferred to the Health Care Center for 465 days of nursing care and the resident’s stay is not covered in part or in full by any applicable public or private health insurance, Sponsor will provide 365 days of coverage; i.e., the resident shall pay only his or her independent living monthly fee rate for 365 days.

Thereafter, the resident shall pay the Health Care Center's daily rate for the remaining 100 days. If, however, the resident has other applicable public or private insurance benefits that cover, for example, the first 60 days, Sponsor will provide 305 days of additional coverage for the independent living monthly fee rate. After 365 days (60 days plus 305 days) in the Health Care Center, the resident shall pay the Health Care Center's full daily rate.

Notwithstanding the above, Sponsor will provide the resident with a minimum of two hundred and sixty-five (265) "benefit days" in the Health Care Center at the independent living monthly fee rate. If the resident has other applicable coverages, the resident is entitled to use the minimum 265 "benefit days" after such coverage is exhausted. For example, if the resident is transferred to the Health Care Center for 465 days of nursing care and the resident has other coverage of 350 days, Sponsor will provide coverage for an additional 115 days; i.e., the resident pays only his or her independent living monthly fee rate for the entire 465 days while in the Health Care Center. Thereafter, the resident shall have 150 "benefit days" remaining to use during future Health Care Center stays.

During any nursing stay that is covered in whole or in part by Medicare, Sponsor will pay all of Medicare resident's copays and deductibles, to the extent not paid by Resident's supplemental policy. If the resident is unable to pay the independent living monthly fee rate during the 365 "benefit days" period, Sponsor will subsidize in part or in full the resident's nursing care until the end of the "benefit days" period. If, after exhausting his or her "benefit days" the resident is unable to pay the full daily rate, he or she must apply for Medicaid benefits and any other public or private insurance coverage for which the resident qualifies to cover the daily rate.

Additional Examples:

a) Resident, who has chosen the Modified Health Care Option program, is admitted to the Health Care Center for the first time. Resident remains in the Health Care Center for 2 years (or 730 days). The first 100 days of resident's stay are covered by Medicare. The next 265 days are "benefit days," which are covered by Sponsor. Thus, for the first 365 days of Resident's stay in the Health Care Center, resident pays only the independent living monthly fee for the nursing care. Thereafter, resident has exhausted his or her 365 "benefit days" under the Residency Contract. Thus, for the remaining 365 days (730 days minus, the 365 "benefit days"), resident pays the full daily rate while residing in the Health Care Center.

b) Resident, who has chosen the Modified Health Care Option program, is admitted to the Health Care Center for the first time. Resident's stay at the Health Care Center is not a qualified Medicare stay, therefore resident is not eligible for Medicare benefits. Resident remains in the Health Care Center for 2 years (or 730 days). The first 365 days are "benefit days" and the resident pays only the independent living monthly fee during that period. Thereafter, resident has exhausted his or her "benefit days" under the Residency Contract. Therefore, for the

remaining 365 days (730 days minus the 365 “benefit days”), resident pays the full daily rate while residing in the Health Care Center.

c) Resident, who has chosen the Modified Health Care Option program, is admitted to the Health Care Center. Resident remains in the Health Care Center for 200 days and then returns to independent living. The first 100 days of resident’s stay are covered by Medicare. The remaining 100 days are “benefit days.” Resident pays only the independent living monthly fee for the 200 days that Resident stays in the Health Care Center. When resident leaves the Health Care Center, he or she has 165 “benefit days” remaining to be used at a future Health Care Center stay (365 “benefit days” minus the 200 covered days leaves 165 “benefit days” remaining). Resident is then readmitted to the Health Care Center and remains there for 300 days. The first 100 days are covered by Medicare. The next 165 days are covered by Sponsor. Thus, for the first 265 days of Resident’s second stay in the Health Care Center, he or she pays only the independent living monthly fee. Thereafter, for the remaining 35 days resident pays the Health Care Center’s full daily rate (300 days minus the 265 covered days equals 35 days of nursing care that resident pays the full daily rate).

3. Limited Health Care Option

Residents who choose the Limited Health Care option, will receive unlimited benefit days in the Enriched Housing Unit for adult home care and receive up to sixty (60) benefit days in the Health Care Center for skilled nursing care at the independent living monthly fee rate. If Medicare covers the resident’s nursing care, the resident may use the 60 “benefit days” only after the Medicare benefit days are exhausted. After these 60 “benefit days” are used, the resident is responsible for paying the full Health Care Center’s daily rate. If the resident lacks sufficient funds to pay the independent living monthly fee rate during the 60 “benefit days” period or the full daily rate after exhausting his or her 60 “benefit days,” Sponsor will subsidize in part or in full the resident’s nursing care up to one (1) year in the Health Care Center. Thereafter, if the resident is unable to cover the full daily rate after this one year period, he or she must apply for Medicaid benefits or any other public or private health insurance for which the resident is eligible to cover the nursing home charges.

Examples

a) Resident, who has chosen the Limited Health Care Option program, is admitted to the Health Care Center for the first time. Resident’s stay at the Health Care Center is not a qualified Medicare stay, therefore resident is not eligible for Medicare benefits. Resident remains in the Health Care Center for 120 days. The first 60 days are “benefit days” and the resident pays only the independent living monthly fee during that period. Thereafter, resident has exhausted his or her 60 “benefit days” under the Residency Contract. Therefore, for the remaining 60 days (120 days minus the 60 “benefit days”), resident pays the full daily rate while residing in the Health Care Center.

b) Resident, who has chosen the Limited Health Care Option program, is admitted to the Health Care Center. Resident remains in the Health Care Center for 130 days and then returns to independent living. The first 100 days of resident's stay are covered by Medicare. The remaining 30 days are "benefit days." Resident pays only the independent living monthly fee for the 130 days (100 Medicare covered days and 30 "benefit days") that Resident receives nursing services in the Health Care Center. When resident leaves the Health Care Center, he or she has 30 "benefit days" remaining to be used at a future Health Care Center stay that is not otherwise covered by Medicare.

Summary of Residency Agreement

When an individual decides to move to Glen Arden, the individual will execute a Residency Agreement to reserve the independent living apartment selected. At the time, the Residency Agreement is signed, the resident will pay a deposit equal to 10% of the entrance fee for the type of apartment selected. Prospective residents are urged to review the details of the Residency Agreement very carefully. (A copy of the Residency Agreement is attached to this Disclosure Statement as Exhibit B). The Residency Agreement contains, among other things, terms concerning termination rights, rights to use of the apartment, rights to use of the Health Care Center, rights to use of the Enriched Housing Unit, provisions governing refunds of the entrance fee, the possibility of temporary nursing care and adult home care in another facility, the requirement for supplemental medical insurance, rights as to who may occupy the apartment, and services to be provided to residents. The description herein of matters governed by the Residency Agreement is subject to the terms of the Residency Agreement.

Prospective residents are subject to approval by the Admissions Committee of Glen Arden. At the time of the execution of the Residency Agreement, the residents' health should permit him or her to live independently. The resident should have assets sufficient to pay the entrance fee and should be able to anticipate sufficient income after the payment of the entrance fee to permit payment of the monthly fee plus other personal expenses, which may be reasonably expected. The resident's income should also be sufficient to meet anticipated increases in the cost of living. Glen Arden will not discriminate against a prospective resident on the basis of race, creed, color, sex, sexual preference, handicap, blindness handicap, or national origin.

The Residency Agreement may be rescinded by the resident, without penalty, by giving Glen Arden written notice within 7 days from the date of its execution by the resident; the resident's deposit will then be returned within 3 days of receipt by Glen Arden of written notice. After the initial 7-day period, the Residency Agreement may also be terminated by written notice to Glen Arden before the resident moves in. The Residency Agreement may also be terminated by the resident within the first 90 days after the resident moves in, or at a later date chosen by the resident. See Section X of the Agreement.

Glen Arden may terminate a Residency Agreement after it has been accepted only for the reasons set forth in Section XI of the Agreement.

Residents who are enrolled in a health maintenance organization may have nursing facility benefits available under both the health maintenance organization subscriber contract and Continuing Care Residency Agreement. If the health maintenance organization and the community cannot reach an agreement on appropriate financial arrangements, then the resident may have to be admitted to a facility approved by the health maintenance organization in order to receive their Medicare benefit for nursing facility services under the health maintenance organization subscriber contract.

The description of the provisions of the Residency Agreement in this Disclosure Statement is intended to familiarize prospective residents with certain provisions of the agreement. If there is a difference between the Continuing Care Residency Agreement and this Disclosure Statement, the provisions of the Continuing Care Residency Agreement shall prevail.

Prospective residents are urged to review the details of the Continuing Care Residency Agreement carefully (a copy is attached as Exhibit B).

RESERVES

Under New York law, continuing care retirement communities are required to maintain liquid assets supporting reserve funds once the community becomes operational.

The amount of the debt reserve fund shall be equal to:

- the total of all principal and interest payments becoming due within the next 12 months under any long-term financing of the facility.

The amount of the operating reserve fund shall be equal to 35 percent of the sum of the following amounts:

- the projected operating expenses during the next 12 months, plus
- the projected aggregate of all taxes and insurance expenses related to capital assets due within the next 12 months, plus
- the projected and/or actual refund expenses becoming due within the next 12 months, except as due on the resale of a unit.

Glen Arden is not meeting certain financial requirements including the minimum liquid operating reserve requirement as set forth by New York State Department of Financial Services (DFS) insurance regulation. At this writing, the minimum liquid operating reserve requirement is \$3.6M; the current balance in the reserve is \$47,000. To date, Glen Arden has not been able to develop an acceptable corrective action plan to fund the operating reserve requirement in the near term. Therefore, Glen Arden is subject to enhanced regulatory reporting and monitoring by DFS, the New York State Department of Health and the Continuing Care Retirement Community (CCRC) Council.

Lifestyles Concepts, LLC (“Lifestyles”), like Glen Arden, is a subordinate affiliate of Elant, Inc. Recently and as of March 14, 2018 via a letter from Elant, Inc.’s counsel, the Elant, Inc. Board will, upon sale of that certain 10.4-acre parcel presently deeded to Lifestyles, utilize such portion of the sale proceeds as necessary to satisfy the minimum liquid financial reserve requirements of Glen Arden.

RESIDENT'S RIGHTS AND ORGANIZATION

Under the Residency Agreement, residents have the right to self-organization and, among other rights, the rights to meet, use Glen Arden's facilities, and receive information from Glen Arden's management and Board of Directors. See Section XIV of the Residency Agreement for a description of these rights.

FINANCIAL STATEMENTS

Glen Arden prepares annual financial statements which are audited by an independent public accountant. The audited financial statement will be made available to the residents upon request.

Unaudited statements will be reviewed quarterly with designated representatives of the Residents Association.

Financial Information

Exhibit C presents the most recent audited financial information concerning the operation of Glen Arden.

Exhibit C continues with and presents the current unaudited financial information for the year ending December 31, 2017. At this writing, Glen Arden does not have liquid reserves to fund ongoing operating losses and is using entrance fees and funds from co-operator Elant, Inc. to meet current obligations. It is expected that Glen Arden will continue to experience operating losses and incur cash deficits that will need to be funded with cash from Elant, Inc. While Elant, Inc. ~~and its affiliated entities have~~ ~~has~~ various non-liquid resources that can be used to support Glen Arden, the timing of the availability of the cash funding is uncertain and may impact the ability of Glen Arden to meet financial obligations as they come due. This may include the ability of ~~the~~ Glen Arden to pay resident entrance fee refunds due. It should be noted that as of this writing Glen Arden has been able to pay entrance fee refunds due within the timeframes required per the residency agreement.

The recent Actuarial Report as of December 31, 2017, indicates Glen Arden will have a cash deficit of \$1.2M in 2018 and \$.8M in 2019. The Actuarial Report uses historical financial information, currently approved fee schedules, projected population growth and turnover, and applies actuarial methods to determine Glen Arden's long term financial condition. The historical financial information used in the Actuarial Report includes the impact of the use of unauthorized discounts; and, although discontinued, these unauthorized discounts will continue to have a deleterious impact on the CCRC's financial situation into the future.

In addition, and as referenced above, Glen Arden is subject to enhanced regulatory reporting and monitoring by DFS, the New York State Department of Health and the Continuing Care Retirement Community (CCRC) Council. The enhanced reporting includes but is not limited to

preparing and submitting monthly cash flow reports. As indicated above, the cash flow reports indicate there is a potential risk relating to the ability of Glen Arden to meet financial obligations due to a significant period of cash deficits incurred from operations.

Subsequent Events to Exhibit C

Glen Arden did not benefit financially, as originally expected and as disclosed in Note 1 of the 2016 audited financial statements, because of finalizing a settlement agreement with a previously affiliated company, Elant Choice, Inc. and purchase price adjustments associated with the sale of four skilled nursing facilities.

Glen Arden continues to maintain an increased focus on sales and marketing as well as working to significantly reduce the cost of support services and supply chain to achieve financial stability.

Historical Pricing and Incentive Programs

Exhibit A shows current pricing and the historical pricing for the CCRC without the impact of pricing discounts. Glen Arden is currently authorized to use a Ladder Benefits Discount program that may result in a discount of up to 30% off the Entrance Fee and 3 complimentary months of Maintenance fees should certain conditions be met. The Ladder Benefit discount is applied using an addendum to the residency agreement. Glen Arden is also authorized to provide, under certain conditions, additional minor incentives for moving assistance.

The historical pricing in Exhibit A does not reflect certain pricing discounts that have been applied in prior years. Such pricing discounts were applied to minimize the up-front cost of refurbishment to vacant units prior to occupancy. The CCRC is not currently authorized to provide this type of discount. The use of the unauthorized discounts in prior years, although discontinued, will continue to have a deleterious impact on the CCRC's financial situation into the future.

Historically, Glen Arden has experienced low Independent Living Unit occupancy and continues to develop new ways to expand its target market to alter this trend. See below for a recap of Glen Arden's five-year occupancy trend.

	Five Year Occupancy				
	2017	2016	2015	2014	2013
Occupancy	68.2%	61.5%	59.5%	57.4%	56.8%
Units	101	91	88	85	84

RESIDENT SERVICES

Glen Arden's obligation to provide services to residents is set forth in the Residency Agreement, which shall govern all such obligations. To assist residents in further understanding the services they receive, the following service descriptions have been prepared. Unless otherwise noted, all services listed below are included in the entrance and monthly fees. This is a summary and not a substitution for the Residency Agreement.

Residents Association

The Board and Administration of Glen Arden has assisted the residents in establishing a Residents Association. Regularly scheduled meetings allow residents/representatives to ask questions and for the Board and Administration to communicate with residents.

Cable Television

Cable television is wired in each apartment. The cost of cable television service will be the responsibility of the resident and is not included as part of the monthly fee.

Health Club

Glen Arden provides a health club for residents. The club's facilities, including exercise equipment, a swimming pool, lockers and showers, are available for the use of residents.

Flat Laundry

Glen Arden provides weekly flat laundry service. The resident's flat laundry will be washed, dried, folded and returned within seven days of pick up. Such service shall include laundering the resident's sheets, pillowcases, towels and face cloths. The use of permanent press fabrics is recommended but not required. Staff will launder but will not iron items.

Dining Services

The number of meals included as part of the monthly fee shall equal the number of days in the month. The meals provided in the fee may be taken at any scheduled mealtime during the month. Residents who eat additional meals will pay for those meals and will be billed for them monthly. Residents will pay for guest meals and will be billed for them monthly. Monthly fees will not be reduced for meals not taken unless the resident is absent for more than 15 consecutive days, with prior notification.

Special diets for residents will be provided if the Dining Services Department receives written orders signed by the resident's physician. The services of a dietician will be available to residents on a regular basis. The Director of Community Health Services or the resident's physician may order short-term tray service for a resident. If ordered by either, there is no additional charge to the resident for tray service. The standard form of food service in the dining room shall be table service.

Access to Information

Glen Arden discloses nonconfidential information and material relevant to residents, as determined by the Board of Directors. Personnel salaries, disciplinary decisions regarding employees and all information about residents will be handled on a confidential basis. An audited financial statement will be made available to the residents each year. Residents, through the Residents Association, will be informed of the budgeting process. Quarterly reviews of the financial statements and assumptions will be presented to representatives of the Association. Various reports and other data required under various statutes will be posted.

Gratuities

No gratuities are allowed. Employees who accept them will be subject to discharge. Residents may establish an employee appreciation fund to be shared with each employee on a basis determined by the residents.

Health Care Center

A physician will be retained on a consulting basis to act as Medical Director for the Health Care Center. The Medical Director will participate in development of resident care plans and will supervise care of residents in the Health Care Center. The cost of such supervision is covered under the Residency Agreement. Residents are responsible for the fees of physicians and for certain other medical expenses described in the Residency Agreement. Residents who have chosen the Modified Health Care option or Limited Health Care option, will also be responsible for paying the full daily rate in the Health Care Center once they have exhausted their “benefit” days.

Residents may be admitted directly to the Health Care Center from their apartments and need not come from a hospital. Residents must qualify under the admissions criteria of the Health Care Center. If a resident desires special additional nursing staff (private duty nurses), arrangements may be made through the Health Care Center, at an additional cost to the resident. Friends or relatives may take meals with resident, with advance notification, for an extra charge. The Health Care Center staff will determine an appropriate nursing home care plan for the resident who is admitted to the Health Care Center. As part of the determination, the resident’s long-term ability to return to independent living will be evaluated. The ultimate goal of the care plan shall be, if at all possible, to return the resident to independent living as soon as possible.

Residents who are able to do so, on their own or with assistance of friends or family, will be encouraged to return to independent living and will be allowed to visit their apartments as a part of the rehabilitation process, if that is a part of the nursing care plan. (Health Care Center staff will not be able to provide this service because of the need to remain in the Health Care Center area.)

Residents who are unable to return to independent living will reside permanently in the Health Care Center. The determination of permanent assignment will come only after a thorough evaluation of the resident's condition by the Health Care Center's Medical Director, in consultation with the residents' personal physician, nursing and nursing support staff, administration, the resident, and the resident's family and/or representative. The process of determining permanent assignment will usually take several days from the conclusion of the team evaluation.

Upon permanent assignment, in cases of single occupancy, the resident's apartment at Glen Arden will become available for occupancy by a new resident. In cases of double occupancy, the remaining resident will continue to occupy the apartment.

Enriched Housing Unit

Glen Arden's Enriched Housing Unit is a residence operated for the purpose of providing a supervised environment for those residents who may require some basic health assistance, but who are not in need of continual nursing care.

Residents may be admitted directly to Glen Arden's Enriched Housing Unit from their apartments and need not come from a hospital.

The Enriched Housing Unit provides for long term care to those residents who, though not requiring continual nursing or medical care, are by reason of physical or other limitations, unable or substantially unable to live independently.

The Enriched Housing Unit resident receives 24-hour supervision, personal care services, three (3) meals a day, and a variety of social programs. Included are daily assistance, as needed, with bathing, personal hygiene, grooming, dressing, eating, medication management, case management and health care monitoring. Residents must qualify for admission to the Enriched Housing Unit based on the results of a completed Medical Evaluation (DSS Form 3122), Admissions Criteria Checklist and Mental Health Evaluation (if needed). If a resident desires additional support services (private duty personal care aides or companions), arrangements may be made with the assistance of the Enriched Housing Unit, at an additional cost to the resident.

An interdisciplinary team comprising the Medical Director, Glen Arden and Enriched Housing staff, the resident, the resident's representative (if applicable), resident's family and resident's personal physician determines the appropriate level of supervision required by the resident who is admitted to the Enriched Housing Unit. The team will develop a plan of care, the ultimate goal of which shall be, to return the resident, if at all possible, to independent living as soon as possible. Residents who are unable to return to independent living will reside permanently in the enriched housing until such time as continual nursing or medical care is required. The determination for a transfer from the Enriched Housing Unit to the Health Care Center will come only after a thorough evaluation of the resident's condition by the interdisciplinary team noted above.

The process of determining permanent assignment will usually take several days.

Upon permanent assignment, in cases of single occupancy, the resident's apartment at Glen Arden will become available for occupancy by a new resident. In cases of double occupancy, the remaining resident will continue to occupy the apartment.

Maintenance of the Apartment

Glen Arden maintains all common areas and provides bi-weekly housekeeping services. Housekeeping services include cleaning and dusting the interior of the apartment, vacuuming, washing and waxing of hard surface floors and the cleaning of ovens and windows (as needed). Bed linens are laundered weekly. Carpets are shampooed every 12 to 18 months and, at other times, spot cleaning is done. Furniture is moved a minimum of twice yearly for cleaning hard-to-reach areas. Extra cleaning help is available at additional cost. Apartments are painted every four to six years. The apartment may be repainted at other times at the resident's cost.

Monthly Billing Service

All monthly fees are billed and mailed to residents via U.S. Postal Service and or personal delivery on or about the fifth day of the month and are to be paid by the twentieth day of the month.

Other Charges

Other services may be provided to residents at additional charge, which are added to the monthly bill. Such services include barber and beauty shop services, guest meals, additional resident meals, additional housekeeping, personal laundry service and such other reasonable services as requested. Additionally, residents who own a pet or motorized scooter will be charged a one-time, non-refundable fee upon introducing either to Glen Arden.

Pets

A resident shall be allowed to bring a pet into Glen Arden provided (1) the pet does not disturb neighbors; and (2) the pet is kept on a leash at all times when outside the independent living apartment. Only one pet belonging to a resident is allowed in an independent living apartment at any time. Resident assumes the responsibility for the full cost of repairing any damage done to Glen Arden facilities by the resident's pet. Guests visiting a resident are not allowed to bring a pet onto Glen Arden property.

Prescription Drug Service

Glen Arden provides access to prescription drug services for residents. Arrangements have been made to allow for local pharmacy delivery.

Transportation service to local pharmacies is also provided for the convenience of residents and to ensure residents' access to prescription drugs.

Home Health Services

Home health care services, as defined by and to the extent reimbursable under the Medicare program, are provided in an Independent Living Apartment. Such services are intermittent and short-term in nature, typically rendered following an acute care illness. Such services do not include care for chronic illnesses as, typically, residents needing such care transfer to the Health Care Center. However, a resident may decide to have chronic home care services provided in the Independent Living Apartment rather than transferring to the Health Care Center or Enriched Housing Unit. If the resident makes such a decision, the resident is responsible for paying for the full cost of such chronic home care services. Home care services are not provided under the Glen Arden Residency Agreements.

Rehabilitative Services

Rehabilitative services, which include physical therapy, occupational therapy, speech therapy and audiology, are available at a facility of choice by the residents. Glen Arden provides scheduled transportation to access available services within the township of Goshen, New York.

Physician Services

Glen Arden provides scheduled transportation to access available services within the township of Goshen, New York.

Private Dining Room

A private dining room is available for use by residents and their guests. Special meals are available at an extra cost. Advance notice is required.

Reception Desk

A Receptionist is on duty from approximately 8:30 a.m. to 8:00 p.m. Additional hours may be scheduled, depending on the needs of the residents and staff.

Resident's Parking

Surface parking is available for each apartment. If a resident brings one or more automobiles to Glen Arden, resident shall carry, at resident's expense, automobile liability insurance at a minimum level of \$100,000/\$300,000.

Tax Matters

Medical Deduction

Under current provisions of the tax code, residents may be allowed certain tax benefits. A percentage of the entrance fee may be taken as a medical expense deduction in the year in which it is paid. Additionally, a percentage of the monthly fee may be taken as a medical expense on an annual basis. Each year, Glen Arden will provide the residents with the percentage estimated by its actuaries as allowable as a medical expense.

Telephone Service

Each apartment has “live” jacks in at least two locations, for connection to the residents’ personal telephone. The cost of telephone service is the resident’s expense.

Transportation

Scheduled van or other transportation services is provided. Special events transportation may be at extra cost to the resident.

Areas of regularly scheduled transportation are generally limited to the Greater Goshen area. Included within this area are shopping centers and medical and other professional offices. Glen Arden also provides scheduled transportation to places of worship within this area.

Utilities

The monthly fee charged residents provides the funds Glen Arden needs to pay for utilities, including heating, cooling, electricity, water and sewer.

Other Insurance

Glen Arden carries insurance on its property, plant and equipment. It also carries liability insurance. This insurance *does not* cover the value of a resident’s personal property. Accordingly, residents are required to insure themselves against loss of property and liability.

EXHIBIT A
 GLEN ARDEN
 2018 Fee Schedule
 Effective February 1, 2018

2018 Pricing			Life Care	Life Care	Life Care	Limited Benefit	Modified Benefit	
Apartment	Type	Sq Ft.	90% Refundable Entrance Fee	75% Refundable Entrance Fee	Fully Declining Entrance Fee	Fully Declining Entrance Fee	Fully Declining Entrance Fee	Monthly Service Fees
Apartment	Type	Sq Ft.						
Unique Adirondack *	1B/1B		\$ 373,606	\$ 283,583	\$ 194,327	\$ 153,458	\$ 163,828	\$ 2,715
Adirondack	1B / 1B	500	\$ 415,118	\$ 315,092	\$ 215,919	\$ 170,509	\$ 182,031	\$ 3,017
Catskill	1B Dlx / 1B	700	\$ 546,295	\$ 410,672	\$ 281,508	\$ 236,096	\$ 247,617	\$ 3,907
Erie	1 B Den /1.5 B	860	\$ 642,984	\$ 481,925	\$ 329,850	\$ 284,440	\$ 295,962	\$ 4,669
Hudson	1 B Den /1.5 B	860	\$ 642,984	\$ 481,925	\$ 329,850	\$ 284,440	\$ 295,962	\$ 4,669
Niagara	2B / 2B	1000	\$ 690,423	\$ 515,329	\$ 353,571	\$ 308,158	\$ 319,681	\$ 5,541
St. Lawrence	2B / 2B w/Den	1240	\$ 792,518	\$ 592,580	\$ 404,898	\$ 359,207	\$ 370,732	\$ 6,493
2nd person fee			\$ 84,183	\$ 65,006	\$ 42,093	\$ -	\$ 8,205	\$ 1,511
HC Benefits: Adult Home Services			Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
HC Benefits: Nursing Home Care			Unlimited	Unlimited	Unlimited	60 Days	Up to 1 year	

* Units # 1109 and # 3057

**Glen Arden, Inc. Fee 2018
Per Diem Rates**

<u>Enriched Housing</u>	<u>2018</u>
Suite Type A	\$249
Suite Type B	\$263
Suite Type C	\$273
Suite Type D	\$297
<u>Health Care Center</u>	
Standard Room	\$563

EXHIBIT A CONTINUED

FIVE YEAR SCHEDULE OF ENTRANCE FEES AND MONTHLY FEES

GLEN ARDEN INDEPENDENT LIVING ENTRANCE FEES AND MONTHLY SERVICE FEES											
	2017				2016				2015		
APARTMENT	ENTRANCE FEE RANGE		MONTHLY SERVICE FEE		ENTRANCE FEE RANGE		MONTHLY SERVICE FEE		ENTRANCE FEE RANGE		MONTHLY SERVICE FEE
	Minimum	Maximum			Minimum	Maximum			Minimum	Maximum	
Unique Adirondack	\$ 149,715	\$ 364,493	\$ 2,635		\$ 146,063	\$ 355,603	\$ 2,534		n/a	n/a	\$ -
Adirondack	\$ 166,350	\$ 404,993	\$ 2,929		\$ 162,293	\$ 395,115	\$ 2,816		\$ 156,805	\$ 381,754	\$ 2,708
Catskill	\$ 230,338	\$ 532,971	\$ 3,793		\$ 224,720	\$ 519,972	\$ 3,647		\$ 217,121	\$ 502,388	\$ 3,507
Erie/Hudson	\$ 277,502	\$ 627,301	\$ 4,533		\$ 270,773	\$ 612,001	\$ 4,359		\$ 261,578	\$ 591,305	\$ 4,191
Niagara	\$ 300,642	\$ 673,583	\$ 5,380		\$ 293,310	\$ 657,154	\$ 5,173		\$ 283,391	\$ 634,931	\$ 4,974
St. Lawrence	\$ 350,446	\$ 773,188	\$ 6,304		\$ 341,899	\$ 754,330	\$ 6,062		\$ 330,337	\$ 728,821	\$ 5,829
2nd person fee	\$ 8,005	\$ 82,130	\$ 1,467		\$ 7,809	\$ 80,127	\$ 1,411		\$ 7,545	\$ 77,418	\$ 1,357
	2014				2013						
APARTMENT	ENTRANCE FEE RANGE		MONTHLY SERVICE FEE		ENTRANCE FEE RANGE		MONTHLY SERVICE FEE				
	Minimum	Maximum			Minimum	Maximum					
Unique Adirondack	n/a	n/a	\$ -		n/a	n/a	\$ -				
Adirondack	\$ 156,805	\$ 381,754	\$ 2,604		\$ 152,980	\$ 372,443	\$ 2,492				
Catskill	\$ 217,121	\$ 502,388	\$ 3,372		\$ 211,825	\$ 490,135	\$ 3,227				
Erie/Hudson	\$ 261,578	\$ 591,305	\$ 4,030		\$ 255,198	\$ 576,883	\$ 3,856				
Niagara	\$ 283,391	\$ 634,931	\$ 4,783		\$ 276,479	\$ 619,445	\$ 4,577				
St. Lawrence	\$ 330,337	\$ 728,821	\$ 5,606		\$ 322,280	\$ 711,045	\$ 5,364				
2nd person fee	\$ 7,545	\$ 77,418	\$ 1,305		\$ 7,361	\$ 75,529	\$ 1,249				
GLEN ARDEN PER DIEM RATES EHU and HCC											
ENRICHED HOUSING											
			<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>				
Suite Type A			\$ 207	\$ 215	\$ 224	\$ 233	\$ 242				
Suite Type B			\$ 218	\$ 227	\$ 236	\$ 245	\$ 255				
Suite Type C			\$ 227	\$ 236	\$ 245	\$ 255	\$ 265				
Suite Type D			\$ 246	\$ 256	\$ 266	\$ 277	\$ 288				
HEALTH CARE CENTER											
			<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>				
Private			\$ 464	\$ 487	\$ 506	\$ 526	\$ 547				

EXHIBIT B

RESIDENCY AGREEMENT

Unaudited Year Ended December 31, 2017

GLEN ARDEN, INC.						
BALANCE SHEET						
DECEMBER 2017						
				DECEMBER		
				2017	DECEMBER	
					2016	
ASSETS						
CASH				\$ 445,731	\$ 1,775,951	
BOND FUND/INTEREST FUND				1,487,583	1,480,700	
ACCOUNTS RECEIVABLE				498,699	360,956	
ACCOUNTS RECEIVABLE-OTHER				799,836	794,275	
INVENTORY				35,798	33,648	
PREPAID EXPENSE				265,128	280,085	
TOTAL CURRENT ASSETS				\$ 3,532,775	\$ 4,725,613	
DEBT SERVICE RESERVE FUND				1,990,389	1,982,813	
FUNDED DEPRECIATION FUND				-	-	
OPERATING RESERVE FUND				46,825	46,484	
CAPITAL RESERVE FUND				370,880	265,878	
ASSETS LIMITED AS TO USE				\$ 2,408,094	\$ 2,295,174	
PROPERTY PLANT & EQUIPMENT, NET				17,031,650	17,976,339	
FINANCING FEES, NET OF AMORTIZATION				211,502	244,850	
FRANCHISE- CURVES, NET				-	-	
RESIDENT DEPOSITS				4,137	7,123	
TOTAL LONG TERM ASSETS				\$ 17,247,290	\$ 18,228,312	
TOTAL ASSETS				\$ 23,188,159	\$ 25,249,100	
LIABILITIES & FUND BALANCE						
ACCOUNTS PAYABLE				681,374	583,245	
ACCRUED EXPENSES PAYABLE				1,345,881	1,199,073	
LINE OF CREDIT/OTHER DEPOSIT LIABILITIES				861,067	864,761	
DUE TO ELANT ORGANIZATIONS				199,546	(42,557)	
CURRENT PORTION OF LONG TERM DEBT				1,005,000	955,000	
REFUNDS PAYABLE				1,058,776	2,893,533	
TOTAL CURRENT LIABILITIES				\$ 5,151,644	\$ 6,453,054	
NOTES PAYABLE				56,275	61,802	
BONDS/MORTGAGE PAYABLE				15,750,000	16,755,000	
DISCOUNT ON BONDS PAYABLE				(5,285)	(14,381)	
UNAMORTIZED REMAINING DEFERRED REVENUE				3,470,275	2,972,622	
REFUNDABLE FEES				17,317,146	15,829,096	
PAYABLE TO THIRD PARTY				617	(6,691)	
MINIMUM PENSION LIABILITY				636,852	636,852	
TOTAL LONG TERM LIABILITIES				\$ 37,225,881	\$ 36,234,301	
FUND BALANCE				(17,438,254)	(16,482,663)	
CURRENT YEAR OPERATING SURPLUS (DEFICIT)				(1,751,112)	(955,591)	
TOTAL LIABILITIES & FUND DEFICIT				\$ 23,188,159	\$ 25,249,100	

GLEN ARDEN, INC				
STATEMENT OF OPERATIONS				
PERIOD ENDING DECEMBER 31, 2017				
		YEAR TO DATE		
		ACTUAL	BUDGET	
OPERATING REVENUES:				
RESIDENT SERVICES		\$ 4,373,236	\$ 4,516,797	
EARNED ENTRANCE FEES		1,127,587	1,626,421	
ENRICHED HOUSING REVENUE		487,758	474,352	
HEALTH CARE CENTER REVENUE		2,890,792	3,149,733	
PHYSICIAN SERVICES REVENUE		4,316	-	
NET RESIDENT SERVICES REVENUE		\$ 8,883,689	\$ 9,767,303	
OTHER OPERATING REVENUE		92,676	77,878	
NET OPERATING REVENUE		\$ 8,976,365	\$ 9,845,181	
OPERATING EXPENSES:				
SALARIES & WAGES		3,857,167	4,226,403	
FRINGE BENEFITS		1,589,719	1,593,718	
SUPPLIES/PURCHASED SERVICES		2,653,335	2,186,063	
DEPRECIATION & AMORTIZATION		1,525,780	1,539,300	
INTEREST		1,016,103	1,085,000	
UTILITIES, INSURANCE & OTHER CAP		798,106	741,898	
NYS CASH ASSESSMENT TAX		63,352	72,287	
TOTAL OPERATING COSTS		\$ 11,503,562	\$ 11,444,669	
GAIN/(LOSS) FROM OPERATIONS BEFORE FEE		\$ (2,527,197)	\$ (1,599,488)	
ADMINISTRATIVE COSTS		409,621	-	
GAIN/(LOSS) FROM OPERATIONS		\$ (2,936,818)	\$ (1,599,488)	
NON OPERATING REVENUE (EXPENSE)		1,141,930	-	
CONTRIBUTIONS RECEIVED		1,150	2,667	
MARK TO MARKET/ INVESTMENT GAIN/ (LOSS)		42,626	98,444	
NET GAIN/(LOSS)		\$ (1,751,112)	\$ (1,498,377)	

GLEN ARDEN, INC	
STATEMENT OF CASH FLOWS	
PERIOD ENDING DECEMBER 31, 2017	
OPERATING ACTIVITIES:	
EXCESS (DEFICIT) OF REVENUE OVER EXPENSES	\$ (391,424)
ADJUSTMENTS TO RECONCILE CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
DEPRECIATION & AMORTIZATION	\$ 128,888
ACCOUNTS PAYABLE	\$ 117,992
ACCRUED EXPENSES	\$ 236,982
ACCOUNTS RECEIVABLE	\$ (86,777)
ACCOUNTS RECEIVABLE-Other	\$ 1,770
OTHER CURRENT ASSETS	\$ 25,685
OTHER ASSETS	\$ -
DEPOSITS	\$ 889
CIP	\$ -
ENTRANCE FEES RECEIVED	\$ 552,467
ENTRANCE FEES REFUNDED	\$ (472,487)
REFUNDABLE FEES	\$ (79,797)
DEFERRED REVENUE	\$ 54,806
ASSETS LIMITED TO USE	\$ (7,814)
BOND FUND	\$ (162,630)
OTHER LIABILITIES	\$ 12,923
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>\$ (68,527)</u>
INVESTING ACTIVITIES:	
PURCHASES OF PROPERTY, PLANT & EQUIPMENT	\$ (48,865)
DEFERRED CHARGES	
NET CASH (USED) IN INVESTING ACTIVITIES	<u>\$ (48,865)</u>
FINANCING ACTIVITIES:	
PROCEEDS FROM LT DEBT REFINANCING	
PRINCIPAL PAYMENTS ON LT DEBT	\$ -
PAYMENT OF DEFERRED FINANCING FEES	\$ -
NET CASH (USED) IN FINANCING ACTIVITIES	<u>\$ -</u>
NET INCREASE (DECREASE)	<u>\$ (117,393)</u>
DUE TO AFFILIATES	\$ (39,189)
CASH AND CASH EQUIVALENTS, AT BEGINNING OF MONTH	<u>\$ 602,312</u>
CASH AND CASH EQUIVALENTS, AT END OF MONTH	<u>\$ 445,731</u>

Disclosure Statement Acknowledgement

Resident acknowledges that she has received a copy of the Glen Arden Disclosure Statement dated: _____, 20__ which includes a fee schedule and a copy of the Glen Arden Annual Financial Statement dated: _____, 20__.

Resident:

Resident:

Resident

Resident

Printed Name

Printed Name

Date

Date

Witness

Witness

Printed Name

Printed Name

Date

Date

Glen Arden, Inc.:

By: _____

Its: _____

Date: _____

