

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF LABOR AND INDUSTRY

BUREAU OF OCCUPATIONAL AND INDUSTRIAL SAFETY



OCCUPANCY PERMIT

THE FOLLOWING BUILDING HAS BEEN INSPECTED BY THE DEPARTMENT OF LABOR AND INDUSTRY AND HAS BEEN FOUND TO BE IN COMPLIANCE WITH THE FIRE AND PANIC LAW, (ACT 299, APRIL 27, P. L. AS AMENDED), AND THE PLANS APPROVED BY THE DEPARTMENT UNDER THE FILE NUMBER AND DATE LISTED BELOW.

AMBER GLEN ASSISTED LIVING
FALL RUN RD
AMBER GLEN ASSISTED LIVING
FOREST HILLS PENNSYLVANIA 15221

APPROVAL IS FOR THE FOLLOWING CLASSIFICATION(S):

- C2 GROUP HABITATION
- LP LARGE PERSONAL CARE HOME (9 OR MORE RESIDENTS)

THIS OCCUPANCY PERMIT AUTHORIZES OCCUPANCY OF THIS BUILDING AS LONG AS THE BUILDING IS MAINTAINED IN ACCORDANCE WITH THE FIRE AND PANIC LAW, REGULATIONS, AND THE PLAN APPROVAL.

FILE NUMBER	PLAN APPROVAL DATE	PLAN CODE	DRAWING INDEX	FIELD INSPECTION DATE	INDUSTRIAL BOARD VARIANCE	ACCESSIBILITY BOARD VARIANCE
000352811	05/06/1999	B	1999-04935	7.3.01		

James Mobley
MOBLEY J

INSPECTOR
645

Charles J. ...

DIRECTOR
BUREAU OF OCCUPATIONAL AND INDUSTRIAL SAFETY



BOROUGH OF FOREST HILLS

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Phone: (412) 351-7330
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June 7, 2013

To Whom It May Concern:

I, William McChesney BCO for Forest Hills Borough witnessed that the fire doors at Juniper Village at Forest Hills are meeting the requirement of the 2009 International Building Codes. Juniper Village is not required to have any change to their Occupancy Permit. The Occupancy Permit that was issued By Department of Labor and Industry on 7/3/2001 still remains in effect.

Sincerely:

A handwritten signature in cursive script that reads "William P McChesney".

William McChesney
BCO of Forest Hills Borough

RECORD OF INSPECTIONS PERFORMED

Town or Boro: DATE:

CUSTOMER NAME: PERMIT #:

BUILDING

FOOTING: FOUNDATION: FRAME:
INSULATION: WALL BOARD: FINISHES:
Fire FINAL:

ELECTRICAL

TEMP SERVICE: ROUGH: SERVICE:
FINAL ELEC: CUT IN CARD#:

MECHANICAL

ROUGH MECH.: APPLIANCE:
FIREPLACE: CHIMNEY:
FINAL MECH.:

PLUMBING

WATER: UNDERGROUND: ROUGH:
GAS PIPING: FINAL PLUMBING:

NOTES:

Inspec. Name:

COMPANY OPERATING AGREEMENT

Of

**JUNIPER VILLAGE AT FOREST HILLS LLC,
a Delaware limited liability company**

March 27, 2006

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COMPANY OPERATING AGREEMENT OF JUNIPER VILLAGE AT FOREST HILLS LLC

This Company Operating Agreement of Juniper Village at Forest Hills LLC, a limited liability company organized pursuant to the Act, is entered into and shall be effective as of the 27th day of March, 2006, by and among the Company, the Managers and the persons executing this Company Agreement as Members from time to time.

ARTICLE I. FORMATION

1. **Organization.** The Initial Members hereby organize the Company as a State limited liability company pursuant to the provisions of the Act and authorize Gregory T. Limoncelli to execute and file the Certificate with the Secretary of State of the State. The Company is a separate legal entity.

2. **Agreement, Effect of Inconsistencies with Act.** For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree to the terms and conditions of this Company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that this Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Company Agreement expressly incorporates federal income tax rules by reference to the Code or Regulations or is expressly prohibited or ineffective under the Act, this Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Company Agreement is prohibited or ineffective under the Act, this Company Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members hereby agree that each Member shall be entitled to rely on the provisions of this Company Agreement, and no Member shall be liable to the Company or to any Member for any action or refusal to act taken in good faith reliance on the terms of this Company Agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members of the Company as such shall be those set forth in this Company Agreement, which is

intended to govern the relationship among the Company, the Members and the Managers.

3. **Name.** The name of the Company is Juniper Village at Forest Hills LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

4. **Term.** The Company shall be dissolved and its affairs wound up in accordance with the Act and this Company Agreement on March 27, 2056, unless the term shall be extended by amendment to this Company Agreement, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Company Agreement.

5. **Agent for Service of Process and Office.** The agent for service of process and the registered office in the State shall be that Person and location reflected in the Certificate filed in the office of the Secretary of State. The Managers may, from time to time, change such agent for service of process or office through appropriate filings with the Secretary of State of the State. In the event the agent for service of process ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement agent for service of process or file a notice of change of address as the case may be. If the Managers shall fail to timely designate a replacement agent for service of process or change of address of the registered office, then any Member may designate a replacement agent for service of process or file a notice of change of address.

6. **Principal Office.** The Principal Office of the Company shall be located at 107 Fall Run Road, Pittsburgh, PA 15221 once the assisted living facility located at that address known as Amber Glen at Forest Hills is acquired, and, prior to such acquisition, shall be located at the registered office in the State.

ARTICLE II. DEFINITIONS

For purposes of this Company Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. **Act.** The Delaware Limited Liability Company Act (6 Del. C. '18-101, et seq.) and all amendments thereto.

2. **Additional Member.** A Person other than an Initial Member who has acquired a Distributional Interest from the Company pursuant to an Admission Agreement.

3. **Admission Agreement.** The agreement between an Additional Member and the Company described in Article XII.

4. **Business Day.** Any day other than Saturday, Sunday or any legal holiday observed in the State of New Jersey or Commonwealth of Pennsylvania.

5. **Capital Account.** The account maintained for a Member determined in accordance with Article VIII.

6. **Capital Contribution.** Any contribution of cash, services or Property made by or on behalf of a new or existing Member or assignee as consideration for a Distributional Interest.

7. **Certificate.** The Certificate of Formation of the Company as amended from time to time and filed with the Secretary of State of the State.

8. **Code.** The Internal Revenue Code of 1986 as amended from time to time.

9. **Commitment.** The obligation of a Member or assignee to make a Capital Contribution in the future.

10. **Company.** Juniper Village at Forest Hills LLC, a limited liability company formed under the laws of the State, and any successor limited liability company.

11. **Company Agreement.** This company operating agreement including all amendments adopted in accordance with this company operating agreement and the Act.

12. **Company Property.** Any Property owned by the Company.

13. **Contributing Members.** Those Members making Capital Contributions as a result of the failure of a Delinquent Member to perform a Commitment or make an additional Capital Contribution as described in Article VIII.

14. **Contribution.** Shall have the same meaning as Capital Contribution.

15. **Default Interest Rate.** The prime commercial lending rate of JPMorgan Chase Bank N.A. (or such other commercial bank chosen by the Managers) plus two percent (2.0%) per annum.

16. **Delinquent Member.** A Member who has failed to meet the Commitment of that Member or make an additional Capital Contribution.

17. **Distribution.** A transfer of Property to a Member on account of a Distributional Interest as described in Article IX.

18. **Distributional Interest.** The rights of a Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

19. **Disposition (Dispose).** Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

20. **Effective Date.** March 27, 2006, the date of the filing of the Certificate in the office of the Secretary of State of the State.

21. **Initial Contribution.** The Contribution agreed to be made by the Initial Members as described in Article VIII.

22. **Initial Members.** Those persons identified on Exhibit A hereto who have executed this Company Agreement.

23. **Majority of the Managers.** A majority by number of all of the Managers.

24. **Majority of the Members.** Members having Sharing Ratios in excess of one-half of the Sharing Ratios of all the Members entitled to vote on, consent to, or approve a particular matter.

25. **Majority of the Remaining Managers.** A majority by number of all the Remaining Managers.

26. Majority of the Remaining Members. Remaining Members having Sharing Ratios in excess of one-half of the Sharing Ratios of all the Remaining Members entitled to vote on, consent to, or approve a particular matter.

27. Management Right. The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company. The rights and authority of a Manager that exceed those of a Member who is not a Manager are not considered Management Rights for purposes of this Company Agreement.

28. Manager. A Person selected to manage the affairs of the Company under Article VII hereof.

29. Member. An Initial Member or Additional Member.

30. Membership Interest Percentage. Shall have the same meaning as Sharing Ratio.

31. Money. Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount.

32. Notice. Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to any Manager in care of the Company at the address of Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the Principal Office unless the Member has given the Company a Notice of a different address.

33. Organization. A Person other than a natural person. Organization includes, without limitation, corporations (both nonprofit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

34. Person. An individual, trust, estate, or any incorporated or unincorporated organization.

35. Proceeding. Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental

agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member, a Manager or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

36. Property. Any property real or personal, tangible or intangible (including goodwill), including Money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

37. Regulations. Except where the context indicates otherwise, the permanent, temporary, or proposed regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

38. Remaining Managers. In the event of a Manager who has any potential conflict of interest or transaction between a Manager and the Company, the Managers not having the potential conflict of interest or participating in the transaction.

39. Remaining Members. In the event of a Member who has any potential conflict of interest or transaction between a Member and the Company, the Members not having the potential conflict of interest or participating in the transaction.

40. Removal. The act of the Members by which a Manager is removed.

41. Resignation. The act of the Manager by which such Person ceases to be a Manager.

42. Sharing Ratio. With respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's Capital Account and the denominator is the total of all Capital Accounts of all Members.

43. State. The State of Delaware.

44. Taxable Year. The taxable year of the Company.

45. Taxing Jurisdiction. Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

ARTICLE III. NATURE OF BUSINESS

The Company may engage in any lawful business, purpose or activity permitted by the Act. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III.

ARTICLE IV. ACCOUNTING AND RECORDS

1. **Records to be Maintained.** The Managers shall maintain, or cause to be maintained, the following records at the Principal Office:

1.1 A current list of the full name and last known business address of each Member or former Member;

1.2 A copy of the Certificate and all amendments thereto, together with executed copies of any written authorizations to Persons to act on behalf of the Company;

1.3 Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

1.4 Copies of this Company Agreement including all amendments thereto;

1.5 Any financial statements of the Company for the three most recent years; and

1.6 If not set forth in this Company Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

a. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

b. The times at which or events on the happening of which any additional Commitments are to be made;

c. Any right of any Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; and

d. Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

2. Reports to Members:

2.1 The Managers shall provide reports to the Members at such time and in such manner as the Managers may determine reasonable.

2.2 The Managers shall provide all Members with those information returns required by the Code and the laws of any applicable state.

ARTICLE V. NAMES OF MEMBERS

The names of the Initial Members are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI. RIGHTS AND DUTIES OF MEMBERS

1. **Management Rights.** All Members shall be entitled to vote on any matter submitted by the Managers to a vote of the Members. Except as otherwise provided in this Company Agreement, any action of the Members may be taken on the consent or affirmative vote of a Majority of the Members. Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting pursuant to such conference telephone or similar communications equipment shall constitute presence in

person at the meeting. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting without prior notice and without a vote, if a consent in writing, setting forth the actions so taken, shall be signed by the Majority of the Members.

2. Liability of Members. No Member shall be liable as a Member for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Company Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

3. Indemnification. The Company shall indemnify the Members and their agents for all costs, losses, liabilities, and damages paid or accrued by such Member or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State.

4. Representations and Warranties. Each Member hereby represents and warrants to the Company and each other Member that: (a) if that Member is an Organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to this Company Agreement and to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; and (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

5. Conflicts of Interest

5.1 A Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter.

5.2 A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the

Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

ARTICLE VII. MANAGERS

1. **Managers.** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Managers. There shall be no less than one Manager. The initial Manager is Juniper Partners, LLC, a Delaware limited liability company, who shall accept such position by signing this Company Agreement.

2. **Term of Manager.** No Manager shall have any contractual right to such position. Each Manager shall serve until the earliest of:

- 2.1 The death, incapacity or bankruptcy of such Manager;
- 2.2 The Resignation of such Manager; or
- 2.3 Removal of the Manager by a Majority of the Members.

3. **No Authority of Members to Bind the Company.** Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. No Member who is not either a Manager or otherwise authorized as an agent shall take any action to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. To the extent permitted by law, each Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- 3.1 The institution, prosecution and defense of any Proceeding in the Company's name;

3.2 The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

3.3 The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

3.4 The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of the Company's obligations by mortgage or pledge of any of the Company's Property or income;

3.5 The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping Members, officers, employees, and agents;

3.6 The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

3.7 The appointment of employees and agents of the Company, the defining of their duties and titles, the establishment of their compensation;

3.8 The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, Managers, and agents of the Company;

3.9 The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

3.10 The payment or donation, or any other act that furthers the business and affairs of the Company;

3.11 The payment of compensation, or additional compensation to any or all Members, Managers and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

3.12 The purchase of insurance on the life of any of its Members, Managers, or employees for the benefit of the Company;

3.13 The participation in partnership agreements, joint ventures, limited liability companies or other associations of any kind with any Person or Persons; and

3.14 The indemnification of Members, Managers, employees or any other Person.

4. **Actions of the Managers.** Each Manager has the power to bind the Company as provided in this Article VII. Any difference arising as to any matter within the authority of the Managers shall be decided by a Majority of the Managers. No act of a Manager in contravention of such determination shall bind the Company to Persons having knowledge of such determination. Notwithstanding such determination, the act of any Manager for the purpose of apparently carrying on the business or affairs of the Company in the usual way, including the exercise of the authority indicated in this Article VII shall bind the Company, and no person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company.

5. **Compensation of Manager.** Each Manager shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to compensation in an amount to be determined from time to time by the affirmative vote of a Majority of the Members.

6. **Managers' Standard of Care.** A Manager's duty of care in the discharge of the Manager's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its other Members, or agents, or by any other person, as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts

pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

7. **Removal of Manager.** Any Manager may be Removed for gross negligence or embezzlement by the affirmative vote a Majority of the Remaining Members.

8. **Conflicts of Interest**

8.1 A Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Managers may enter into transactions that are similar to the transactions into which the Company may enter.

8.2 A Manager does not violate a duty or obligation to the Company merely because the Manager's conduct furthers the Manager's own interest. A Manager may lend money to and transact other business with the Company. The rights and obligations of a Manager who lends money to or transacts business with the Company are the same as those of a Person who is not a Manager of the Company, subject to other applicable law.

9. **Liability of Managers.** No Manager shall be liable as a Manager to any third party for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Company Agreement or the Act shall not be grounds for imposing by third parties personal liability on the Managers for liabilities of the Company.

10. **Indemnification.** Provided the Managers do not violate their duty of care expressly set forth in Section VII.6., the Company shall indemnify the Managers and their agents for all costs, losses, liabilities, and damages paid or accrued by each such Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State.

ARTICLE VIII. CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. **Initial Contributions.** Each Initial Member shall make the Contribution described for that Member on Exhibit A at the

time and on the terms specified on Exhibit A and shall perform that Member's Commitment (if any). If no time for the Contribution is specified, the Contributions shall be made as of the Effective Date. No interest shall accrue on any Contribution and no Member shall have the right to withdraw or be repaid any Contribution except as provided in this Company Agreement. Each Additional Member shall make the Contribution and shall perform the Commitment described in the Admission Agreement. The value of the Additional Member's Contribution and the time for making such contribution shall be set forth in the Admission Agreement. Upon admission of an Additional Member, the Managers shall amend Exhibit A to add such Additional Member and to reflect the subject Contribution and adjusted Membership Interest Percentages.

2. Additional Contributions. In addition to the Initial Contributions and Commitments, the Managers may determine from time to time that additional Contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managers shall give Notice to all Members in writing at least two (2) Business Days prior to the date on which such Contribution is due. Such Notice shall set forth the amount of additional Contribution needed, the purpose for which the Contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute its Membership Interest Percentage of such additional Contribution. Except to the extent of a Member's unpaid Commitment, no Member shall be obligated to make any such additional Contributions. In the event any one or more Members do not make their additional Contribution, the other Members shall be given the opportunity to make the Contributions pursuant to Section VIII.3. Upon the making of an additional Contribution, the Managers shall amend Exhibit A to reflect the subject Contributions and adjusted Membership Interest Percentages (if applicable).

3. Enforcement of Commitments and Additional Contributions. In the event any Member (a Delinquent Member) fails to perform the Delinquent Member's Commitment or fails to contribute its Membership Interest Percentage of any additional Contribution pursuant to Section VIII.2, then the Managers shall give the Delinquent Member a Notice of the failure to meet the Commitment or make such additional Contribution. If the Delinquent Member fails to perform the Commitment (including any costs associated with the failure to comply with the Commitment and interest on such obligation at the Default Interest Rate) or make such additional Contribution within ten (10) Business Days of the giving of Notice, the Managers may elect to allow the other Members

to contribute the amount of the Commitment in proportion to such Members' Interest Percentage or make such additional Contribution, with those Members who contribute (Contributing Members) to contribute additional amounts equal to any amount of the Commitment or Contribution not contributed. If the Delinquent Member requests treatment as a loan in writing prior to the date such additional Contribution is to be made, then the amounts contributed pursuant to this section shall be treated as a loan to the Delinquent Member from the Contributing Members bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company; otherwise, such amounts shall be deemed additional Contributions of the Contributing Members. Until they are fully repaid for such loans, the Contributing Members shall be entitled to receive all Distributions to which the Delinquent Member would have been entitled and apply such distributions first to the interest on the loan and then to principal. Notwithstanding the foregoing, no Commitment or other obligation to make an additional Contribution may be enforced by a creditor of the Company or other Person other than the Company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

4. **Maintenance of Capital Accounts.** The Company shall establish and maintain a Capital Account for each Member, in so far as possible, in accordance with relevant provisions of the Code and Regulations.

5. **Sale or Exchange of Interest.** In the event of a sale or exchange of some or all of a Distributional Interest, the Capital Account of the transferring Member shall become the Capital Account of the transferee, to the extent it relates to the portion of the interest transferred.

6. **Compliance with Section 704(b) of the Code.** The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, deduction gain and credit pursuant to Article IX to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Articles IX and XIII and the Contributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this Company Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Contribution in excess of the Initial

Contribution and Commitment of the Member (subject to the ramifications of Section VIII.3).

ARTICLE IX. ALLOCATIONS AND DISTRIBUTIONS

1. **Allocations.** Items of profits, income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their Membership Interest Percentages.

2. **Interim Distributions.** From time to time, the Managers shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt, service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Managers may make Distributions to the Members in accordance with their Sharing Ratios. Such Distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

3. **Limitations on Distributions.** No Distribution shall be declared and paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE X. TAXES

1. **Elections.** The Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

2. **Taxes of Taxing Jurisdictions.** To the extent that the laws of any Taxing Jurisdiction requires, each Member (or such Members as may be required by the Taxing Jurisdiction) will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income.

3. **Tax Matters Partner.** The Managers shall designate one of their number as the tax matters partner of the Company pursuant to the Code.

4. **Method of Accounting.** The records of the Company shall be maintained, in so far as possible, in accordance with the accounting methods employed for federal income tax purposes or such other method as the Majority of the Managers shall determine.

ARTICLE XI. DISPOSITION OF DISTRIBUTIONAL INTERESTS

1. **Disposition.** Any Member may dispose of all or a portion of the Member's Distributional Interest upon compliance with this Section 1. No Distributional Interest shall be Disposed of:

1.1 without an opinion of counsel satisfactory to the Managers that such transfer is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

1.2 unless and until the Company receives from the transferee the information and agreements that the Managers may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction; and

1.3 the requirements of Article XII have been met to the satisfaction of a Majority of the Remaining Managers.

2. **Dispositions not in Compliance with this Article Void.** Any attempted Disposition of a Distributional Interest, or any part thereof, not in compliance with Section XI.1 shall be, and is declared to be, null and void ab initio unless compliance with Section XI.1 has been waived by a Majority of the Managers.

ARTICLE XII. ADMISSION OF ADDITIONAL MEMBERS

1. **Right of First Refusal.**

1.1 A Member (a "Selling Member") which desires to sell all or any portion of its Distributional Interest to a third party purchaser, other than a Member, shall obtain from

such third party purchaser a bona fide written offer to purchase such Distributional Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The Selling Member shall give written notification to the Remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the Remaining Members a copy of the aforesaid written offer to purchase such interest.

1.2 The Remaining Members, and each of them, shall, on a basis pro rata to their Membership Interest Percentages, have the right to exercise a right of first refusal to purchase all (but not less than all) of the Distributional Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the Selling Member. The failure of any of the Remaining Members to so notify the Selling Member of its desire to exercise this right of first refusal within said ten (10) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company, or such portion of its interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser subject to the satisfaction of Article XI. In the event any of the Remaining Members gives written notice to the Selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's Distributional Interest which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the Remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Member of the third party offer to purchase.

1.3 In the event of the purchase of the Selling Member's Distributional Interest by a third party purchaser, and as a condition to recognizing the effectiveness and binding nature of any such sale, the Managers shall require the Selling Member and the proposed purchaser to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption (an Admission Agreement) and such other certificates, representations and documents,

and to perform all such other acts which the Managers may deem necessary or desirable to:

a. constitute such purchaser, as a Member;

b. confirm that the Person desiring to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Company Agreement, as the same may have been further amended;

c. preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

d. maintain the status of the Company as determined by the Managers for federal tax purposes; and

e. assure compliance with any applicable state and federal laws including securities laws and regulations.

1.4 The Selling Member hereby indemnifies the Company and the other Members and the Managers against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article.

ARTICLE XIII. DISSOLUTION AND WINDING UP

1. **Dissolution.** The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

1.1 the expiration of the Term pursuant to Section I.4;

or

1.2 the unanimous written consent of all of the Members.

2. **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the

Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of cancellation has been issued by the Secretary of State of the State.

3. **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the Company Property shall be distributed:

3.1 first to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities;

3.2 then to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Such Distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

4. **Winding Up and Certificate of Cancellation.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of cancellation shall be delivered to the Secretary of State of the State for filing. The certificate of cancellation shall set forth the information required by the Act.

ARTICLE XIV. AMENDMENT

1. **Company Agreement May Be Modified.** This Company Agreement may be modified as provided in this Article XIV (as the same may, from time to time be amended). No Member or Manager shall have any vested rights in this Company Agreement which may not be modified through an amendment to this Company Agreement.

2. **Amendment or Modification of Company Agreement.** This Company Agreement may be amended or modified from time to time only by a written instrument adopted by the Managers unanimously and executed by a Majority of the Members.

ARTICLE XV. MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This Company Agreement represents the entire agreement among all the Members and among the Members, the Managers and the Company.

2. **Rights of Creditors and Third Parties under Company Agreement.** This Company Agreement is entered into among the Company, the Managers and Members for the exclusive benefit of the Company, its Members, the Managers and their successors and assignees. This Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Company Agreement, any Admission Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

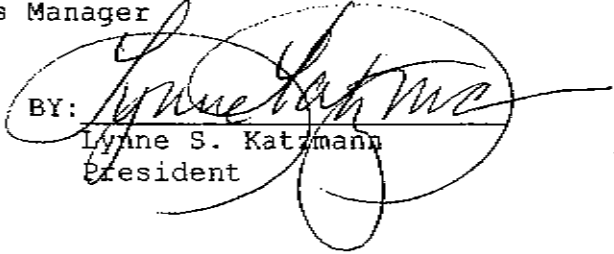
3. **Governing Law.** This Company Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, we have hereunto set our hand as of the Effective Date.

COMPANY:

JUNIPER VILLAGE AT FOREST HILLS LLC,
a Delaware limited liability company
BY: JUNIPER PARTNERS, LLC,
a Delaware limited liability company,
its Manager

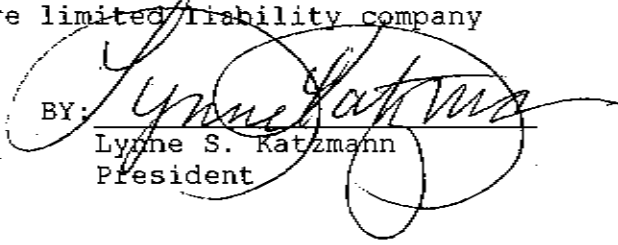
BY:


Lynne S. Katzmann
President

MEMBER:

JUNIPER PARTNERS, LLC,
a Delaware limited liability company

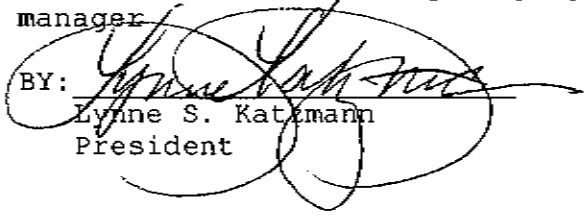
BY:


Lynne S. Katzmann
President

MEMBER:

JUNIPER COMMUNITIES, LLC,
a Delaware limited liability company
BY: JUNIPER PARTNERS, LLC,
a Delaware limited liability company,
its manager

BY:


Lynne S. Katzmann
President

ACCEPT AND AGREE
TO BE MANAGER:

JUNIPER PARTNERS, LLC
a Delaware limited liability company,

BY:

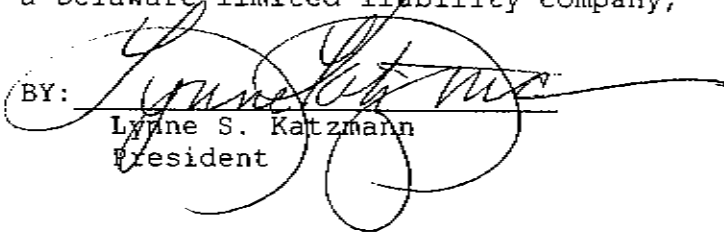

Lynne S. Katzmann
President

EXHIBIT A

Initial Contribution

<u>Member</u>	<u>Date of Capital Contribution</u>	<u>Amount</u>	<u>Membership Interest Percentage</u>
Juniper Partners, LLC	03-27-2006	\$ 0.01	0.01%
Juniper Communities, LLC	03-27-2006	\$99.99	99.99%

FIRST AMENDMENT
TO
COMPANY OPERATING AGREEMENT
OF
JUNIPER VILLAGE AT FOREST HILLS LLC

THIS FIRST AMENDMENT TO COMPANY OPERATING AGREEMENT OF JUNIPER VILLAGE AT FOREST HILLS LLC (this "Amendment") is dated as of the ____ day of August, 2006 and is by and between Juniper Partners, LLC and Juniper Communities, LLC (collectively, the "Members").

WHEREAS, the Members are the sole members of Juniper Village at Forest Hills LLC, a Delaware limited liability company (the "Company");

WHEREAS, Juniper Partners, LLC is the sole manager of the Company (the "Manager");

WHEREAS, the Company has or will apply to the U.S. Department of Housing and Urban Development ("HUD") for transfer of physical assets for the project known as Amber Glen at Forest Hills, and in connection with any approval for such transfer, HUD requires that the operating agreement of the Company (the "Operating Agreement") be modified to reflect the purposes and powers delineated by HUD; and

WHEREAS, the Members and the Manager have determined that it is in the best interests of the Company to modify the Operating Agreement in order to comply with the requirements of HUD;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the Members and the Manager agree as follows:

Section 1. Article III of the Operating Agreement is amended and restated in its entirety to read as follows:

ARTICLE III. NATURE OF BUSINESS

1. Notwithstanding Section 18-106(a) of the Act, the purpose for which the Company is formed and the business to be carried on and the objectives to be effected by it are: (a) To create a private entity to construct or to acquire a housing project or projects, and to operate the same including, without limitation, to acquire the assisted living facility located at 107 Fall Run Road, Pittsburgh, PA 15221 now known as Amber Glen at Forest Hills; (b) to enable the financing of the construction of such rental housing with the assistance of mortgage insurance under the National Housing Act; (c) to enter into, perform, and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company, including, expressly, any

contract or contracts with the Secretary of Housing and Urban Development which may be desirable or necessary to comply with the requirements of the National Housing Act, as amended, and the Regulations of the Secretary thereunder, relating to the regulation or restriction of mortgagors as to rents, sales, charges, capital structure, rate of return and methods of operation; (d) to acquire any property, real or personal, in fee or under lease, or any rights therein or appurtenant thereto, necessary for the construction and operation of such project; and (e) to borrow money, and to issue evidence of indebtedness, and to secure the same by mortgage, deed of trust, pledge, or other lien, in furtherance of any or all of the objects of its business in connection with said project.

2. The Company shall have the power to do and perform all things whatsoever set out in Section III.1. above, and necessary or incidental to the accomplishments of said purposes.

3. The Company, specifically and particularly, shall have the power and authority to enter into a Regulatory Agreement setting out the requirements of the Secretary of Housing and Urban Development.

Section 2. This Amendment shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Members and the Manager have executed this Amendment as of the date first set forth above.

MEMBERS:

Juniper Partners, LLC

By: 

Name: Charles W. Hastings Jr.

Title: Vice President

Juniper Communities, LLC

By: Juniper Partners, LLC, its manager

By: 

Name: Charles W. Hastings Jr.

Title: Vice President

MANAGER:

Juniper Partners, LLC

By: 

Name: Charles W. Hastings Jr.

Title: Vice President

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
 Registered Limited Liability Limited Partnership (§ 8211)
 Limited Partnership (§ 8582)
 Limited Liability Company (§ 8981)

Name		
Glenn A. Wolfson		
Address		
CSC, 2711 Centerville Road		
City	State	Zip Code
Wilmington	DE	19808

Document will be returned to the name and address you enter to the left.

←

Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is:

Juniper Village at Forest Hills LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):

The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:

Jurisdiction: DE Date of Formation: 03/27/06

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider County
Corporation Service Company Dauphin

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

2711 Centerville Road, Suite 400, Wilmington, DE 19808

Number and street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street City State Zip

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street City State Zip County

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

9 day of June, 2006

Juniper Village at Forest Hills LLC

By: Juniper Partners LLC, its Manager

By:

Signature

Charles W. Hastings Jr.

Vice President

Title



PENNSYLVANIA
Department of State

Corporations

[Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

Search
By Business Name
By Business Entity ID
Verify
Verify Certification

Business Entity
Filing History
Date: 11/9/2006 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
Juniper Village at Forest Hills LLC	Current Name

Limited Liability Company - Foreign - Information

Entity Number:	3654596
Status:	Active
Entity Creation Date:	6/15/2006
State of Business.:	DE
Registered Office Address:	No Address
Mailing Address:	No Address

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Commonwealth of PA Privacy Statement



JUNIPER COMMUNITIES

November 6, 2006

Pennsylvania Department of Public Welfare
Division of Licensing Management & Research, Room 623
Health & Welfare Building
7th and Forster Street
Harrisburg, PA 17120

Via DHL overnight

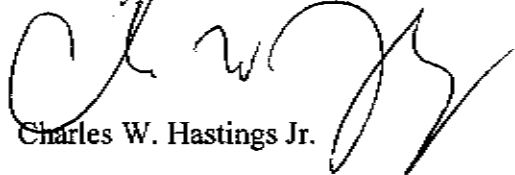
**Re: Application for License/Certificate of Compliance
for Purchase of Personal Care Home
(Amber Glen at Forest Hills, Pittsburgh, PA)**

Dear Sir/Madam,

We are enclosing our application for license/certificate of compliance (and a \$30 check) as part of our pending purchase of the assets of Amber Glen at Forest Hills, a 100-unit personal care home located at 107 Fall Run Road in Pittsburgh. Juniper Village at Forest Hills LLC is the acquiring entity.

Please contact me at 973-661-8300 should you have any questions or need further information. We look forward to hearing from you shortly.

Sincerely,



Charles W. Hastings Jr.

Human Services Licensing Management
and Research

NOV 9 2006

RECEIVED



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
P.O. BOX 2675
HARRISBURG, PENNSYLVANIA 17105-2675

OFFICE OF ADMINISTRATION
LICENSING MANAGEMENT & RESEARCH

TEL: (717) 705-0383
FAX: (717) 705-6955

MAILING DATE: November 9, 2006

Mr. Charles W. Hastings, Jr.
Juniper Village at Forest Hills, LLC
400 Broadacres Drive
Bloomfield, New Jersey 07003

Re: Amber Glen at Forest Hills
107 Fall Run Road
Pittsburgh, Pennsylvania 15221

Dear Mr. Hastings:

The Department of Public Welfare, Human Services Licensing Management and Research office received your application for a certificate of compliance on November 9, 2006. Your application is incomplete, as indicated below:

Missing or incomplete document(s) - Incomplete areas, if applicable, are highlighted on the enclosed referenced document:

- Application for Certificate of Compliance (PW 633)
- Articles of Incorporation
- Fictitious Name Approval or Amendment to the Fictitious Name Approval
- Occupancy Permit (L&I or Municipality approval)
- Foreign Business required authorization to do business in Pennsylvania.
- Application must be signed by the owner or if a Corporation, by a Corporate officer.
- Application fee not submitted. Please enclose a check or money order made payable to DPW for
- Proof of non-profit status.

Mr. Charles W. Hastings, Jr.

Please ensure that your agency has completed the Department of Public Welfare's Bureau of Equal Opportunity – Civil Rights Compliance Questionnaire, as this is part of the application process. Civil Rights approval is required prior to the issuance of a Certificate of Compliance.

You did not submit the necessary information required to apply for a certificate of compliance in accordance with DPW regulation. DPW will not act on incomplete applications. Your application and application fee, check number 4892 for \$30.00 is being returned to you without further action.

Should you wish to continue the application process for a certificate of compliance, you must submit the necessary items to be a COMPLETE application. Submit your completed application and application fee to the address below:

Via mail:

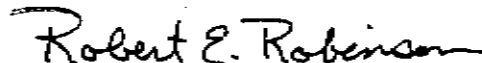
DPW
HSLMR
PO Box 2675
Harrisburg, PA 17105-2675 or

Via Overnight Courier:

DPW
HSLMR
Health & Welfare Building, Room 623
Seventh & Forster Streets
Harrisburg, PA 17120

If you have any questions, please contact Linnette Bidelspach at 717-705-6954.

Sincerely,



Robert Robinson, Director
Human Services Licensing
Management and Research

Enclosures

JUNIPER COMMUNITIES

November 14, 2006

Linette Bidelspach
Pennsylvania Department of Public Welfare, HSLMR
Health & Welfare Building
7th and Forster Street
Harrisburg, PA 17120

Via DHL overnight

**Re: Application for License/Certificate of Compliance
for Purchase of Personal Care Home
(Amber Glen at Forest Hills, Pittsburgh, PA)**

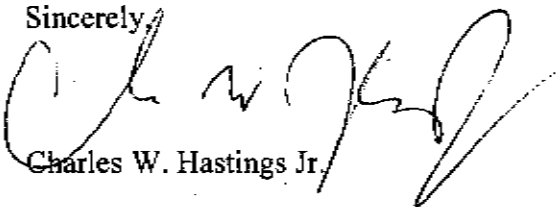
Dear Ms. Bidelspach,

In the attached letter, the Pennsylvania Department of Public Welfare indicated our license application was incomplete because we did not include a "Fictitious Name Approval or Amendment to the Fictitious Name Approval." We are writing today to clarify that we are not required to submit any such Fictitious Name documents in any jurisdiction because we will be operating under our legal name (Juniper Village at Forest Hills LLC). We will not, in other words, be operating under a separate "DBA" or using a fictitious name.

As a result, we could not, and did not, include any Fictitious Name documents with our original application and we are resubmitting our license application as it was originally filed. We apologize for any confusion this may have caused.

Please contact me at 973-661-8300 should you have any questions or need further information. Thank for your consideration, and we look forward to hearing from you shortly.

Sincerely,



Charles W. Hastings Jr

cc: GL, LSK, DB