



CAROLINA BAY

AT AUTUMN HALL

Disclosure Statement

May 31, 2020

**630 Carolina Bay Drive
Wilmington, North Carolina 28403
(910) 455-0599**

Unless earlier revised, this Disclosure Statement will remain effective until October 31, 2021. Delivery of this Disclosure Statement to a contracting party prior to execution of a contract for the provision of continuing care is required by North Carolina law. This Disclosure Statement has not been reviewed or approved by any governmental agency or representative to ensure accuracy or completeness of the information set out.

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I. Introduction

Carolina Bay at Autumn Hall (the “CCRC” or the “Community”) is a continuing care retirement community which offers its residents (“Residents”) one hundred twenty-two (122) independent living rental apartments (the “Independent Living Building Apartments”) located in an independent living building (the “Independent Living Building”) and twenty-four (24) independent living rental garden flat apartments (the “Garden Flat Apartments”) arranged in freestanding clusters (the “Garden Flat Buildings”) (collectively each an “Apartment”), a wide array of services, a clubhouse (the “Clubhouse”), and the security of access to an adjacent one hundred and eight (108) bed healthcare center (the “Healthcare Center”). The Community is situated on an approximately 20.5-acre site within the Autumn Hall development (the “Site”). At the time of this filing with the NC Department of Insurance there were one hundred seventy-one (171) independent living Residents under Residency and Care Agreements.

II. Organization, Ownership and Management

A. Organization

Carolina Bay of Wilmington, LLC (“Carolina Bay Wilmington” or the “Company”) is a Delaware for-profit limited liability company registered to do business in North Carolina formed for the purpose of leasing and operating independent living units. Carolina Bay Wilmington is solely owned by Wilmington AH Senior Housing JV Opco, LLC (“Wilmington Joint Venture Opco”). Wilmington Joint Venture Opco is the only entity having, directly or indirectly, a ten percent (10%) or greater beneficial interest in Carolina Bay Wilmington. In August 2019, the North Carolina Department of Insurance issued a permanent Continuing Care Retirement Community License to Carolina Bay Wilmington.

B. Facility Ownership

Carolina Bay Properties of Wilmington, LLC (“Carolina Bay Properties”) is a Delaware for-profit limited liability company registered to do business in North Carolina formed for the purpose of developing and owning real property and certain buildings of the CCRC.

Carolina Bay Properties of Wilmington II, LLC (“Carolina Bay Properties II”) is a North Carolina for-profit limited liability company formed for the purpose of developing and owning real property and certain buildings of the CCRC.

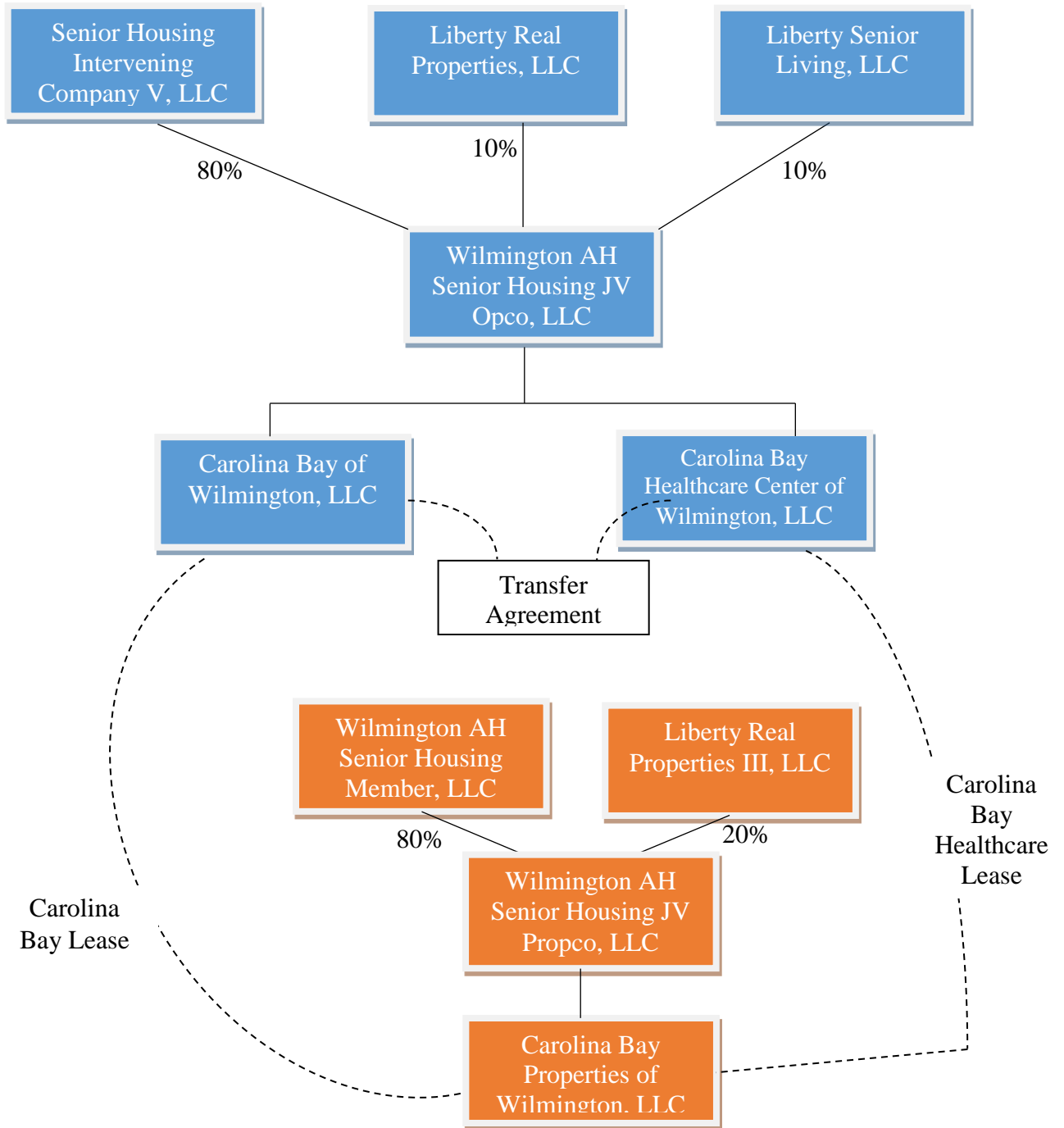
Carolina Bay Properties of Wilmington III, LLC (“Carolina Bay Properties III”) is a Delaware for-profit limited liability company registered to do business in North Carolina formed for the purpose of developing and owning real property and certain buildings of the CCRC.

Carolina Bay Properties purchased the Site in May 2012, together with all of the improvements comprising the Independent Living Building. Carolina Bay Properties II and Carolina Bay Properties III are the development companies related

to the Garden Flat Buildings. Carolina Bay Properties and Carolina Bay Wilmington have executed a lease agreement (the "Carolina Bay Lease") for Carolina Bay Wilmington's use and operation of the Independent Living Building, Garden Flat Buildings, the Clubhouse, and the associated common areas. Carolina Bay Properties and Carolina Bay Healthcare have executed a lease agreement (the "Carolina Bay Healthcare Lease") for Carolina Bay Healthcare's use and operation of the Healthcare Center. The Carolina Bay Lease and the Carolina Bay Healthcare Lease each have terms of ten (10) years and rent under each of the leases are in an amount sufficient to satisfy the debt service coverage ratio required by Carolina Bay Properties' lender. Carolina Bay Properties, Carolina Bay Properties II, and Carolina Bay Properties III are responsible for constructing, at Carolina Bay Properties, Carolina Bay Properties II, and Carolina Bay Properties III's sole cost and expense, all of the improvements leased pursuant to the Carolina Bay Lease and the Carolina Bay Healthcare Lease.

See the organization/ownership chart below.

Organization/Ownership Chart



C. Healthcare

The CCRC provides the Residents temporary or permanent assisted living services and skilled nursing services in beds located within the Healthcare Center. The Healthcare Center is licensed for seventy-eight (78) adult care home beds (“Adult Care Home Beds”) and thirty (30) skilled nursing beds (the “Skilled Nursing Beds”). Twenty-six (26) of the Adult Care Home Beds and twelve (12) of the Skilled Nursing Beds are reserved for the Residents of the CCRC (the “Closed Beds”). The remaining Healthcare Center beds are available to the public (the “Open Beds”). The Company has executed a healthcare services transfer agreement with Carolina Bay Healthcare (the “Transfer Agreement”) for use of the Closed Beds. Under the terms of the Transfer Agreement, in the event that the Closed Beds are fully occupied, the Resident will be given priority access to the available Open Beds.

D. Management

Carolina Bay Wilmington operates the independent living units at the CCRC. No other person or entity referred to herein has assumed any financial responsibility for the fulfillment of Carolina Bay Wilmington’s agreements or obligations, except as otherwise stated.

Carolina Bay Wilmington Management

Carolina Bay Management of Wilmington, LLC (“Carolina Bay Wilmington Management”) is a North Carolina for-profit limited liability company formed for the purpose of employing the employees of and providing management services to Carolina Bay Wilmington.

Carolina Bay Wilmington has executed a staffing agreement (the “Independent Living Staffing Agreement”) with a fee of five percent (5%) of total revenues derived from independent living units paid to Carolina Bay Wilmington Management.

Carolina Bay Healthcare and Carolina Bay Healthcare Management

Carolina Bay Healthcare Center of Wilmington, LLC (“Carolina Bay Healthcare”) is a Delaware for-profit limited liability company registered to do business in North Carolina formed for the purpose of leasing and operating the healthcare facilities at the CCRC. Carolina Bay Healthcare is solely owned by Wilmington Joint Venture Opco. Wilmington Joint Venture Opco is the only entity having, directly or indirectly, a ten percent (10%) or greater beneficial interest in Carolina Bay Healthcare.

Carolina Bay Healthcare Center Management of Wilmington, LLC (“Carolina Bay Healthcare Management”) is a North Carolina for-profit limited liability company formed for the purpose of employing the employees of and providing management services to Carolina Bay Healthcare.

Carolina Bay Healthcare has executed a staffing agreement (the “Healthcare Staffing Agreement”) with a fee of six percent (6%) of total revenues derived from assisted living units, memory care units, and skilled nursing units paid to Carolina Bay Healthcare Management.

Liberty Living Management, LLC

Liberty Living Management, LLC (“Liberty Living Management”) has executed separate management agreements with Carolina Bay Wilmington Management and Carolina Bay Healthcare Management in which each company pays Liberty Living Management fees equal to the fees derived from the Independent Living Staffing Agreement and the Healthcare Staffing Agreement, respectively. Liberty Living Management’s headquarters are at 2334 S. 41st St., Wilmington, NC 28403. The following individuals are the key managers or corporate executives:

1. John A. McNeill, Jr. and Ronald B. McNeill

John A. McNeill Jr. and Ronald B. McNeill are managers of Liberty Living Management.

John (“Sandy”) A. McNeill, Jr. is a pharmacist by training and has had many years of business experience in the healthcare field. He has opened and operated four pharmacies and developed Medi-Care Supply Company from a relatively small operation with one location in 1975 to a multi-million dollar corporation with 16 locations when it was sold in 1986 to a Fortune 500 company.

Ronald (“Ronnie”) B. McNeill is a Registered Professional Engineer with a Master’s Degree in Business Administration. He brings technical, financial and healthcare insurance reimbursement expertise to the Company. He previously served as Chief Financial Officer and Billing Manager of Medi-Care Supply Company. He contributes his substantial expertise in financial management and cost control to the efficient operation of the organization.

Together the McNeill’s purchased their first nursing home in 1990, but the McNeill family’s healthcare heritage dates all the way back to 1870 beginning with their great-grandfather. Over the last three decades the Liberty Healthcare Group has grown from a single nursing home to a fully integrated post-acute healthcare provider, which includes numerous nursing homes, assisted living facilities, independent living communities,

continuing care retirement communities, and a home health and hospice company with several locations servicing various urban and rural counties in North Carolina, South Carolina, and Virginia. The McNeill family also operates a durable medical equipment company under the Liberty family as well as a retail and a long-term care pharmacy. The McNeill family comes from a tradition of service, dating back generations, and Sandy and Ronnie continue that tradition today as principals of one of the largest and most comprehensive healthcare companies in the state.

2. William B. Purvis

William (“Will”) Purvis is a manager of Liberty Living Management. He manages business development as well as capital financing for the Liberty companies. Prior to moving to Wilmington, Will worked with Grandbridge Real Estate Capital, a subsidiary of BB&T. Will was responsible for commercial mortgage production for the Eastern, Northeast and Triangle regions of the bank’s network.

Will received a B.S. in Business Management from North Carolina State University and a Masters of Business Administration from Wake Forest University. He serves on the Senior Housing Product Council of Urban Land Institute, the Board of Directors for Cape Fear Council Boy Scouts of America, New Hanover Regional Medical Center Foundation, Wilmington Chamber of Commerce, and North Carolina Coastal Land Trust.

3. Cindy Stancil

Cindy Stancil, LNHA, is the President of Operations of Liberty Living Management, LLC. Cindy started her career in assisted living as the Administrator of Northridge Retirement Village in Raleigh, North Carolina in 1985. After four years of service, she moved to Wilmington, North Carolina, to open a new assisted living community, Liberty Commons Assisted Living. Over the past 30 years, Mrs. Stancil’s responsibilities have grown from being the Administrator of an assisted living community to budgeting and training, policy and procedures development and implementation, research, design and development of nursing home, independent, and assisted living projects.

Cindy has served as a Board Member of the North Carolina Assisted Living Association as current Secretary and past President. She has worked in Task Force groups such as “The Star Rating program”, the MUST pre-screening form, etc. with the Medical Care Commission, Division of Medical Assistance and Division of Health Services Regulation. Mrs. Stancil is a Licensed Assisted Living Administrator as well as a Licensed Nursing Home Administrator.

4. Nicole Cook

Nicole Cook, RN LNHA provides operational support to Liberty Living Management team in the role of Regional Operations Manager. Nicole is a native of Nashville, Tennessee, educated in North Carolina and has enjoyed a career in Healthcare for over 25 years. Nicole is an RN and is also licensed as a Nursing Home Administrator. Spending her career in both clinical and operational management, Nicole brings years of patient care and operational leadership to the team. With a passion for customer service and a dedication to quality patient care, she is active in ensuring that our Liberty Living communities provide the best possible experience for those we serve. Nicole resides in Wilmington, NC with her husband and teenage daughter.

Facility Management

Bill Piper. Bill Piper serves as the Executive Director of Carolina Bay. Bill is a Dayton, Ohio native who attended Sinclair Community College. He has a long-time career with the Liberty Healthcare Group, serving as Marketing Director for freestanding Assisted Living then assuming the Marketing Director position at Carolina Bay and moving into the Executive Director role. Prior to joining Liberty Health Care, he was the Marketing Director for the healthcare component of a company in Ohio.

E. Related Parties

The CCRC will be developed, managed and operated by various related parties pursuant to agreements entered into between those parties and the CCRC. These transactions are considered related party transactions and are settled through related party cash accounts and payments to the other entities.

F. Legal Disclaimer

Neither the managers nor any principals of the Company (i) have been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment for a felony or civil action involving fraud, embezzlement, fraudulent conversion, or misappropriation of property or (ii) are subject to a currently effective injunctive or restrictive court order, or within the past five years, had any state or federal license or permit suspended or revoked as a result of an action brought by any governmental agency or department, arising out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged, or facility subject to N.C.G.S. §58-64 or similar law in another state.

No professional service firm, association, trust, partnership, or corporation other than those stated above, in which this person has, or which has in this person, a ten percent (10%) or greater interest and which it is presently intended shall currently

or in the future provide goods, leases, or services to the facility, or to residents of the facility, of an aggregate value of five hundred dollar (\$500.00) or more within any year.

G. Affiliations

The Company is a private independent, for profit limited liability company, which is not affiliated with any religious, charitable or other affinity group.

III. Facility Description and Amenities

A. Location

The Community is located on an approximately 20.5-acre site, having an address of 630 Carolina Bay Dr., Wilmington, North Carolina and is situated within the Autumn Hall development. Autumn Hall is a 236-acre mixed-use master planned community that includes a variety of residential choices, shops and restaurants and is located near the Cape Fear Coast in Wilmington, North Carolina.

B. Layout and Types of Accommodations

Accommodations of the Company include one hundred twenty-two (122) Independent Living Building Apartments within the Independent Living Building with one and two bedroom floor plans that range from approximately 800 to 1,500 square feet and twenty-four (24) Garden Flat Apartments located within stand-alone Garden Flat Buildings with two-bedroom floor plans that range from approximately 1,300 to 1,700 square feet each. Carolina Bay is able to accommodate up to two hundred sixty-eight (268) Residents, all of whom are provided services pursuant to their respective Residency and Care Agreements. Subject to the terms and conditions of the Residency and Care Agreement and the limits of the Company's license, a full continuum of healthcare services is provided in the Healthcare Center. In addition, in the event the Closed Beds are fully occupied, Residents will be given priority access to the available Open Beds.

C. Amenities

1. Clubhouse. The Clubhouse is a social center for residents to gather. The Clubhouse features opportunities for formal and informal dining, a corner market with all day service, wireless internet, a business center, billiards and card rooms, and a ballroom.
2. Wellness Center. The on-site wellness center (the "Wellness Center") provides an array of wellness programs for the Residents. Facilities and services include state-of-the-art fitness equipment, exercise classes, indoor heated pool and certain wellness education programs.

IV. Services

- A. Basic Services. Subject to the terms and conditions of the Residency and Care Agreement, the following basic services (collectively "Basic Services") are included in the Monthly Service Fee (defined below):
1. Appliances and Furnishings. The Apartments shall include the following appliances and furnishings: window coverings; standard flooring; appliances, including an electric range/self-cleaning oven, refrigerator/freezer with icemaker, garbage disposal, microwave, dishwasher, washer and dryer; smoke and fire detectors; an individual climate control system; an individual hot water heater; a 24-hour emergency call system and other permanent fixtures. All other appliances and furnishings for the Apartments not listed above are to be provided by the Resident.
 2. Utilities. Included with residency in an Apartment are heating, air conditioning, water, sewer, gas, electricity, basic cable television, trash removal and pest control.
 3. Meals. As part of the Monthly Service Fee, the Resident shall be given a monthly declining balance meal plan credit (the "Declining Balance Meal Credit"). The Resident shall be entitled to dine in any of the CCRC's dining options and charges for the food and beverages, except for alcoholic beverages, of the Resident or of any guest of the Resident shall be deducted from such Declining Balance Meal Credit. Upon termination of the Residency and Care Agreement, any unused portion of the Declining Balance Meal Credit shall be forfeited. If the monthly charges of the Resident exceed the amount of the monthly Declining Balance Meal Credits, such additional charges shall be billed to the Resident on a monthly basis.
 4. Maid Service. The Resident agrees to keep the Apartment in a clean and orderly condition. On a weekly basis, the Company will provide basic housekeeping services in the Apartment.
 5. Maintenance Services. The Company will be responsible for normal wear and tear, maintenance and replacement of the property, furnishings and equipment owned or leased by the Company for use in the CCRC. The Resident will be responsible for any damage to such property, furnishings and equipment, including the cost of repair or replacement or the diminution in value thereof, caused by the Resident, the Resident's guests or the Resident's pets. The Resident will be responsible for the maintenance and repair of their personal property.

6. Grounds Keeping. The Company will maintain and repair the CCRC's grounds, including lawns, trees and shrubbery. Personal plantings and customization of landscaped areas are subject to the Company's approval.
 7. Use of Company Common Areas. The Residents have the non-exclusive right, along with other residents, to use the CCRC's common areas, including, but not limited to, the dining rooms, lounges, lobbies, library, social and recreational rooms and designated outdoor activity areas.
 8. Use of the Wellness Center. The Company will provide health and wellness programs and services at the on-site Wellness Center, including use of fitness equipment, exercise classes, use of an indoor heated pool and certain wellness education programs. The Resident will be advised of any required fee for a wellness program before enrolling in such program.
 9. Programs. Recreational, social, educational and cultural activities will be coordinated by the CCRC's staff. Some activities are subject to an additional charge.
 10. Parking. The Company will provide parking areas for one personal vehicle per Resident and limited parking for the Residents' guests.
 11. Transportation. The Company will provide scheduled transportation to locations routinely visited by Residents of the CCRC, such as shopping centers, medical offices and social events. Some transportation is subject to an additional charge.
 12. Emergency Response System. The Company will provide, on a twenty-four (24) hour basis, an emergency call system. Response to a call shall be limited to an evaluation of the Resident's needs. If other medical response is determined necessary, the Resident is responsible for any costs associated with such other medical response, including emergency medical transportation.
 13. Insurance. The Company will maintain general liability and hazard insurance on the property within the CCRC owned or leased by the Company, but will not be responsible for the Resident's personal property.
- B. Optional Services. A schedule of fees for services provided at extra cost including, but not limited to, those optional services described below (collectively "Optional Services"), shall be established by the Company and shall be made available to the Resident. The Optional Services currently expected to be offered by the Company include the following:

1. Transportation Services. If a Resident requests transportation in addition to that provided as a Basic Service, the Company may provide such transportation provided that the Company has adequate transportation staff available at such date and time and to destinations that the Company identifies as being within the geographic area of transportation services.
2. Food Services. If a Resident requests food services or catered services in addition to those provided as a Basic Service, the Company may provide such additional food services or catered services for an additional cost.
3. Tray Service. Residents may request that meals be delivered to the Apartment (“Tray Service”) for a delivery charge; provided, however, that the Tray Service may not be requested for more than three (3) consecutive days except at a physician’s or nurse’s direction.
4. Activities. A fee may be required for some wellness and life enrichment programs.
5. Additional Maid Service. If a Resident requests or requires housekeeping services in addition to those provided as a Basic Service, the Company may provide such services if staff is available to provide such services.
6. Spa Services. Spa and personal care services in the Wellness Center will be available in accordance with a published fee schedule.
7. Upgraded Television Channels. Upgraded television channels will be available to Residents living in the Apartments in accordance with a published fee schedule.
8. Additional Parking. Additional parking, including garage parking if available, may be made available to the Residents in accordance with a published fee schedule.
9. Personal Emergency Transmitter. The provision of a Personal Emergency Transmitter (“PET”) which shall transmit to the CCRC’s Concierge Desk.

C. Healthcare

The Company will provide Healthcare Services to the Residents in the Healthcare Center. Care in the Healthcare Center will only be provided within the limits of the CCRC’s license. Hospital-level services are not provided within the Healthcare Center. Such level of care must be obtained from a hospital. The costs related to any hospitalization are the responsibility of the Resident.

The Healthcare Center’s Medical Director will determine the appropriate level of nursing care required by the Resident upon admission to the Healthcare Center. Residents who are unable to return to their Apartment will have the benefit of

permanent care in the Healthcare Center. If the appropriate level of healthcare based upon the needs of the Resident may not be obtained or are not provided within the Healthcare Center, such level of care must be provided by another provider of healthcare services, including, but not necessarily limited to, a hospital, and the costs of those services are the responsibility of the Resident. The Resident (i) acknowledges and agrees that the Company will not be responsible for any claims, damages or expenses resulting from injury or death suffered by the Resident which is caused by, attributable to or in any way connected with the negligence or intentional acts or omissions of the physicians, employees or agents of such any such other provider of healthcare services and (ii) releases the Company from liability for any such claims, damages or expenses.

V. Expansion/Development

Twelve (12) new Garden Flat Apartments were opened on May 1, 2020.

Planned future phases of the Community may include the construction of up to an additional one hundred (100) Independent Living Building Apartments and up to an additional thirty (30) Garden Flat Apartments. The additional Apartments will be constructed as dictated by demand for residency in the Community. The expected date for commencement of such construction is not known at this time.

VI. The Continuing Care Concept

The Company's continuing care concept ensures a Resident, so long as the Resident is in compliance with the Residency and Care Agreement, residence in an Apartment, a wide array of personal services and long-term nursing care in the Healthcare Center if the Resident can no longer live independently.

VII. The Residency and Care Agreement

To reside in an Apartment, the prospective Resident and the Company will enter into a Residency and Care Agreement (the "Residency and Care Agreement"). A copy of the Residency and Care Agreement applicable to the Apartments is attached hereto as Exhibit E. As outlined in the Residency and Care Agreement, residency in the CCRC provides the Resident with use of the CCRC's common facilities, the Basic Services described above and healthcare in the Healthcare Center when the Resident is no longer capable of independent living. To the extent the terms of the Residency and Care Agreement differ from the summary contained in this Disclosure Statement, the terms of the Residency and Care Agreement shall control. The basic terms and conditions contained in the Residency Agreement are summarized as follows:

- A. Term. The initial term of the Residency and Care Agreement shall be for thirteen (13) months beginning on the Occupancy Date. After the initial term, the Residency and Care Agreement will automatically renew for additional thirteen (13) months periods, unless terminated as set forth in the Residency and Care Agreement.

- B. Eligibility Requirements. Eligibility for residency in the Community is conditioned upon, among other things more particularly described in the Residency and Care Agreement, the following:
1. Age Criteria. The requirements for admission into the CCRC are nondiscriminatory except as to age. Admission is restricted to persons sixty-two (62) years of age or older with the exception of a younger second occupant. An underage second occupant may be approved for residency in the Apartment in the Company's sole discretion but must, at a minimum, be fifty (50) years of age and meet the other requirements for residency in the CCRC. The Company reserves the right to limit the number of Residents under the age of sixty-two (62) that will live in the CCRC.
 2. Preliminary Health Screen. The Resident must be capable of living independently and must satisfy the then current independent living criteria as published by the Company, which criteria may be amended from time to time in the Company's sole discretion. The Resident shall provide to the Company an internal preliminary health screen substantially in the form attached to the Apartment Selection Agreement executed by the Resident and the Company, completed by the Resident's primary physician and certifying that the Resident meets the independent living criteria within the period outlined in the Residency and Care Agreement.
 3. Financial Condition. The Company must be satisfied that the Resident has the financial income and assets to pay the Monthly Service Fee, extra meal charges, charges for additional services, personal living expenses, and the future adjustments of these charges during the term of the Residency and Care Agreement. Immediately prior to the Occupancy Date (as defined in the Residency and Care Agreement), the Resident will affirm to the Company that the Resident's financial situation does not differ materially and adversely from the financial situation presented in the Application Forms (substantially in the form attached to the Apartment Selection Agreement). If the Resident's then personal financial situation differs materially and adversely from the Resident's prior financial situation, the Company may terminate the Residency and Care Agreement. After the Occupancy Date, the Company may require updated financial information. In the case of two Residents occupying an Apartment, and in the event of the death of one of the occupants, the surviving Resident will be required to submit an update of the original Application Forms within thirty (30) days after the Company's request for the same.
- C. Priority Partner Agreement. A prospective resident may execute a Priority Partner Agreement (the "Priority Partner Agreement") with the Company to be placed on the waiting list for an Apartment.

- D. Apartment Selection Agreement. At the time of selecting an Apartment, the Resident shall execute an Apartment Selection Agreement (the “Apartment Selection Agreement”) and submit it to the Company along with an Apartment Selection Fee and Community Fee, as defined in the Residency and Care Agreement.
- E. Residency and Care Agreement. Within seven (7) days of executing an Apartment Selection Agreement, the Resident shall execute a Residency and Care Agreement.
- F. Changes to Apartment. Any structural or physical change or redecoration and remodeling of any kind within or outside the Apartment may only be made by the Resident only with the prior written consent of the Company, which shall be granted at the Company’s sole discretion, and at the sole expense of the Resident. All such improvements or changes shall be the property of the Company. Upon vacating the Apartment, the Resident, or the Resident’s estate, shall be responsible for the costs of returning the Apartment to the condition that existed prior to the Resident taking possession of the Apartment.
- G. Changes in Condition Prior to Occupancy. If after the execution of the Residency and Care Agreement and prior to the Occupancy Date the Resident’s health or mental condition is such that, in the sole discretion of the Company, the Resident no longer meets the qualifications to live independently in the CCRC, and the Residency and Care Agreement is not otherwise terminated, the Resident may be transferred directly to the Healthcare Center. All fees and other charges due must be paid prior to any direct transfer. In the event there is more than one Resident occupying an Apartment, and one Resident is transferred directly to the Healthcare Center, the other Resident shall continue to be obligated under the Residency and Care Agreement and pay the required Monthly Service Fee applicable to a single Resident.
- H. Fees and Billing. The Resident shall be required to pay the Monthly Service Fee and other fees as set forth in the Residency and Care Agreement. Fees payable by the Resident are described in more detail below.
- I. Permitted Occupants. The Resident(s) named in the Residency and Care Agreement and no other person shall reside in or occupy the Apartment during the term of the Residency and Care Agreement, except with the express prior written approval of the Company. If a second occupant who is not a party to the Residency and Care Agreement is accepted for residency in the CCRC after the date of the Residency and Care Agreement, such acceptance shall be subject to the approval of the Company and adherence to policies then governing all other admissions and such second resident shall enter into a Residency and Care Agreement. If the second occupant does not meet the requirements for residency, or does not execute a Residency and Care Agreement, he or she shall not be permitted to occupy the Apartment.

- J. Transfers. Should the Resident desire to transfer to another Apartment, the Resident must notify the Company in writing. Following receipt of this request, and subject to availability, the Company may grant the Resident an option to move to the next available Apartment of the size requested. Upon transfer to a new residence, the Monthly Service Fee for the month in which the move takes place shall be prorated to reflect the percentage of the month that the Resident spends in each type of residence. With all transfers, there will be an up-fitting charge for the vacated residence based on the current rate established by the CCRC at the time of the transfer. The Resident will move all furnishings and belongings to the new residence within ten (10) days of the established occupancy date for the new residence. Any moving expense will be the responsibility of the Resident.
- K. Death or Transfer of One Resident. If one of the Residents named in the Residency and Care Agreement dies, moves out or is permanently transferred to the Healthcare Center or any other nursing center, the remaining Resident will continue to be bound by the terms of the Residency and Care Agreement except that the Monthly Service Fee will be reduced to the single occupancy rate then in effect.
- L. Smoking Policy. The CCRC is smoke-free. No smoking is permitted in the Apartments (to include balconies) or in any other building or location in or on the CCRC's premises. The Resident agrees to abide by the CCRC's Rules and Regulations concerning smoking.
- M. Pets. Subject to the prior written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company, pets may be permitted in the Apartments. All pets must be on a leash at all times when not in a Resident's Apartment. Pets must be healthy, have current shots and rabies immunization, and be free of fleas and other parasites. The Resident must provide the Company with documentation that their pets have received all required shots and immunizations. The Resident is responsible for any costs expended by the Company for the failure of such Resident to adhere to the CCRC's pet policy, including, but not limited to, the cost of disinfection, cleaning and fumigation. Pets are prohibited in the dining spaces, the Wellness Center, the multipurpose room, the chapel, and the art space and activity rooms. The Resident understands and agrees that the pet must be removed from the Apartment, upon fourteen (14) days' prior written notice from the Company, if the pet becomes a nuisance to other Residents of the CCRC, as determined by the Company in its sole and absolute discretion. The Resident agrees that if the Resident has been approved to have a pet living in the Apartment, and elects to do so, the Resident shall pay a non-refundable pet fee in the amount posted at the time the pet is registered.
- N. Health Insurance. Prior to the Occupancy Date, the Resident shall provide evidence of health insurance coverage to the Company at a level reasonably satisfactory to the Company.
- O. Termination

1. Termination by Resident. Upon the termination of the Residency and Care Agreement, the Resident shall have no further right to reside in the CCRC. The Residency and Care Agreement may be terminated or cancelled by the Resident under the following terms and conditions:
 - (a) Rescission During First Thirty (30) Days. The Resident may terminate the Residency and Care Agreement for any reason within thirty (30) days following the later of the execution of the Residency and Care Agreement or receipt by the Resident of the Disclosure Statement (the “Rescission Period”), and the Resident is not required to move into the facility before expiration of the Rescission Period. The Resident’s termination of the Residency and Care Agreement during the Rescission Period is without penalty, and all payments made by the Resident before such termination, less a service charge of One-Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at the Resident’s request and set forth in Exhibit A of the Residency and Care Agreement or in writing in a separate addendum to the Residency and Care Agreement signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company receives written notice of the Resident’s election to terminate the Residency and Care Agreement.
 - (b) Termination After Rescission Period but Prior to the Occupancy Date. For Residents electing to reside in an Apartment, the Resident may terminate the Residency and Care Agreement for any reason after the Rescission Period but prior to the Occupancy Date upon written notice to the Company. In the event of such termination, the Resident shall be entitled to a refund of all monies paid to the Company, except, as the case may be, the Community Fee, the Apartment Selection Fee, the Security Deposit, and any costs or other charges that the Resident and the Company agree in advance are non-refundable.
 - (c) General Termination Right. The Resident may terminate the Residency and Care Agreement at any time for any reason by giving the Company thirty (30) days’ written notice signed by the Resident (or both of them if there are two Residents). In the event of such termination by a Resident for reasons other than those permitted in the Residency and Care Agreement, the Resident shall pay the Company for all Optional Services rendered by the Company to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident’s personal belongings are removed from the Apartment. In addition, the Resident shall be responsible for payment of liquidated damage of one month’s rental charge, calculated at the existing market rate.

2. Termination by Death or Serious Illness

(a) Termination by Death or Serious Illness Prior to the Occupancy Date. If prior to the Occupancy Date, the Resident dies or is precluded from living in the CCRC under the terms of the Residency and Care Agreement as a result of serious illness, injury, non-qualification or incapacity, the Residency and Care Agreement will automatically terminate. In the event the Residency and Care Agreement is terminated provided for in the Residency and Care Agreement, the Resident or the Resident's estate shall be entitled to a refund of any amounts paid to the Company, except, as the case may be, a service charge of One-Thousand Dollars (\$1,000.00) and for costs or other charges that the Resident and the Company agree in advance are non-refundable. Such refund shall be paid by the Company within thirty (30) days after the Residency and Care Agreement is terminated pursuant to the applicable subsection of the Residency and Care Agreement. The foregoing notwithstanding, if there is more than one Resident, the Residency and Care Agreement will continue to be binding on the surviving or eligible Resident unless and until the Residency and Care Agreement is terminated as to or by the surviving Resident as provided for in the Residency and Care Agreement.

(b) Termination by Death or Serious Illness After the Occupancy Date. If the Resident dies after the Occupancy Date or the Resident is precluded from living in the CCRC under the terms of the Residency and Care Agreement as a result of serious illness, injury, or incapacity and the serious illness, injury or incapacity that is not otherwise addressed by the provision of the Residency and Care Agreement, then the Residency and Care Agreement shall terminate. In the event, the Resident or the estate of the Resident shall pay for any Optional Services rendered to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the later of the date that all of the Resident's personal belongings are removed from the Apartment and the Apartment can be made ready for re-occupancy. The foregoing notwithstanding, if there is more than one Resident, the Residency and Care Agreement will continue to be binding on the surviving or eligible Resident until the Residency and Care Agreement is terminated as to or by the surviving Resident as provided for in the Residency and Care Agreement.

3. Termination by the Company

(a) Termination by the Company Prior to the Occupancy Date. If, in the Company's sole discretion, the Resident does not satisfy the criteria for occupancy in the CCRC, the Residency and Care

Agreement shall terminate upon the Company's notification to the Resident of non-approval. In such event, all amounts paid to the Company shall be refunded to the Resident within thirty (30) days after the Company provides the Resident notice of non-approval.

- (b) Termination by the Company after the Occupancy Date. The Company may terminate the Residency and Care Agreement upon thirty (30) days' written notice to the Resident in the event of the following:
- (1) The Resident fails to make payments to the Company of any amounts when due and such failure is not cured within fifteen (15) days after notice is given to the Resident;
 - (2) The Resident fails to comply with any term of the Residency and Care Agreement not involving the payment of money or any provisions of the Rules and Regulations and the Resident fails to cure such non-compliance within seven (7) days after written notice from the Company; or
 - (3) The Resident, or the Resident's authorized representative makes a material misrepresentation or omission in the information provided to the Company for its consideration of the Resident for residency in the CCRC.
- (c) Immediate Termination. If the Company determines in its sole and absolute discretion that a Resident's behavior interferes with or threatens to interfere with the safety of the Resident or the quiet enjoyment or safety of other Residents, visitors and/or staff of the CCRC, or if the Resident's behavior is a detriment to other residents, visitors, and/or staff of the CCRC, the Company may immediately terminate the Residency and Care Agreement and the Resident shall promptly vacate the Apartment. In such event, the Resident shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until all of the Resident's personal belongings are removed from the Apartment..
- (d) Effect of Termination by the Company after the Occupancy Date. In the event the Company terminates the Residency and Care Agreement after the Occupancy Date pursuant to the applicable subsections of the Residency and Care Agreement, the Resident shall promptly vacate the Apartment, but shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Apartment.

VIII. Fees.

The following are a list of the fees and charges expected to be charged to the Residents of the CCRC:

- A. Priority Deposit. Upon the execution of the Priority Partner Agreement, the prospective resident shall submit to the Company a payment of One-Thousand Dollars (\$1,000.00) (the "Priority Deposit"). The Priority Deposit is fully refundable should the prospective resident choose not to proceed with the reservation process and not enter into a Residency and Care Agreement for any reason. The Priority Deposit will be fully applied toward the Security Deposit should the prospective resident proceed with the reservation process and execute a Residency and Care Agreement.
- B. Apartment Selection Fee. Upon the execution of the Apartment Selection Agreement, the Resident shall submit to the Company a fee equal to the Monthly Service Fee payment (the "Apartment Selection Fee"). The Apartment Selection Fee is a non-refundable fee (except as defined in the Residency and Care Agreement) and shall be fully applied toward the first month's Monthly Service Fee.
- C. Community Fee. Upon the execution of the Apartment Selection Agreement, the Resident shall submit to the Company a fee equal to one Monthly Service Fee payment (the "Community Fee"). The Community Fee is a one-time, non-refundable fee (except as outlined in the Residency and Care Agreement) which entitles the Resident priority access to all services and amenities of the Community. The Community Fee will not be charged to Residents upon any renewal of the Residency and Care Agreement.
- D. Security Deposit. Upon the execution of the Residency and Care Agreement, the Resident shall make a Security Deposit payment to the Company equal to one Monthly Service Fee payment (the "Security Deposit"), which shall be deposited in accordance with statute, law or regulation of the federal, state, and local Government. If the Resident has complied with all terms of the Residency and Care Agreement and returns the Apartment in the same or materially similar condition as when the Resident moved into the Apartment, the Company will return the Security Deposit to the Resident within thirty (30) days after the Resident's move-out date. The Security Deposit shall be credited to the Resident as the last Monthly Service Fee payment in the event of the Resident's death. In the event that the Resident breaches or otherwise violates the Residency and Care Agreement before the end of the last month of occupancy by the Resident, then the Security Deposit shall be forfeited to the Company. The Resident is additionally responsible for any expense incurred by the Company resulting from damages to the Apartment that are in excess of the Security Deposit. In the event that the Resident has entered into a Priority Partner Agreement and paid a refundable deposit to the Company, the Priority Deposit shall be applied to the amount due as the Security Deposit.

- E. Monthly Service Fee. Throughout the Term, the Resident shall pay to the Company a Monthly Service Fee (the “Monthly Service Fee”) as described in Exhibit A attached to the Residency and Care Agreement. The Monthly Service Fee shall be paid by the Resident on or before the fifth (5th) day of each month for Basic Services to be rendered that month with the first payment due on or before the Occupancy Date. The Monthly Service Fee shall be due regardless of whether or not the Apartment is actually occupied by the Resident on the scheduled Occupancy Date and such Monthly Service Fee will not be adjusted if the Resident is voluntarily absent from the CCRC at any time after such date. If the Resident obtains possession of the Apartment prior to the first of a month, the Resident shall pay the Company the first Monthly Service Fee on a pro-rata basis based on the actual number of days contained in the month. If the Residency and Care Agreement does not terminate at the expiration of the initial Term or a renewal Term, the Monthly Service Fee may continue to be payable beyond the date of termination as set forth in the Residency and Care Agreement.

The following table shows the average dollar amount of increase in the weighted average Monthly Service Fees for independent living Apartments and Adult Care Home Beds and Daily Service Fees for Skilled Nursing Beds at the Community for the previous five years:

<u>Unit/Bed Type</u>	<u>2015⁽¹⁾</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<i>Independent Living Units:</i>					
Apartments:					
One-bedroom	n/a	\$0	\$116	\$220	\$178
One-bedroom/den	n/a	\$0	\$108	\$312	\$138
Two-bedroom	n/a	\$0	(\$11)	\$399	\$146
Two-bedroom/den	n/a	\$0	\$30	\$441	\$175
Second person	n/a	\$0	\$0	\$0	\$0
Garden Flats:					
Two-bedroom	n/a	\$0	\$2,930	(\$50)	\$1,393
Two-bedroom/den	n/a	\$0	\$4,200	\$710	(\$667)
Second person	n/a	\$0	\$0	\$50	\$0
<i>Adult Care Home Beds:</i>					
Memory Support	n/a	\$0	\$0	(\$334)	\$545
Standard	n/a	\$0	\$0	(\$334)	\$77
<i>Skilled Nursing Beds:</i>					
Private	n/a	\$0	(\$31)	\$17	\$19

Fees are revised annually effective January 1 and adjusted throughout the year at the time of each individual contract renewal.

⁽¹⁾ The Community opened in November 2015.

- F. **Adjustments to Monthly Service Fees.** The Company reserves the right to change the amount of the Monthly Service Fee upon thirty (30) days' written notice prior to any renewal of the Residency and Care Agreement. Adjustments to the Monthly Service Fee will be made as may be reasonably necessary according to the economic requirements and conditions of the CCRC and the level and quality of services provided to the Residents of the CCRC and consistent with operating on a sound financial basis.
- G. **Fees for Optional Services.** The Resident shall receive a monthly statement from the Company showing the total amount of fees and other charges owed by the Resident, which shall be paid by the fifth (5th) day of each month. A list of fees for recurring Optional Services the Resident has elected to purchase as of the date of

the Residency and Care Agreement shall be attached to the Residency and Care Agreement as Exhibit A.

- H. Healthcare Center Fees and Charges. The Healthcare Center will consist of accommodations, equipment and staffing necessary for assisted living, assisted housing with services, skilled nursing care and memory care services on a temporary or permanent basis. The Company shall establish and publish per diem rates for accommodations and services at the Healthcare Center. Each calendar year, the Resident shall receive a ten percent (10%) discount on fees the Resident accrues during its first thirty (30) days of residency in the Healthcare Center (each day being a "Discounted Fee Day"). The Resident may not carry any unused Discounted Fee Days over to the following calendar year. Fees for residency in the Healthcare Center shall otherwise be payable in accordance with the Residency and Care Agreement and in accordance with the then published Healthcare Center per diem charge.
- I. Refund of Fees. If the Resident cancels during the Rescission Period as defined in the Residency and Care Agreement, the Priority Deposit, Apartment Selection Fee, Community Fee, and Security Deposit (and any other fees paid by Resident) in accordance with the Residency and Care Agreement will be refunded to the Resident, without interest, less a service charge of One-Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at the Resident's request and set forth in Exhibit A of the Residency and Care Agreement, or in writing in a separate addendum to the Residency and Care Agreement, signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company's receipt of the Resident's written notice of rescission. The Apartment Selection Fee and the Community Fee become non-refundable after the Rescission Period. The Security Deposit is refundable and will be returned to the Resident within thirty (30) days after the Resident's move-out date if the Resident has complied with all terms of the Residency and Care Agreement and returns the Apartment in the same or materially similar condition as when Resident moved into the Apartment. If the Resident breaches or otherwise violates the Residency and Care Agreement before the end of the last month of occupancy by the Resident, then the Security Deposit shall be forfeited to the Company.
- J. Late Charges. The Company will charge a one percent (1%) late payment charge per month on any Monthly Service Fees and extra charges that have not been paid within five (5) days after their due date.

IX. Financial Information

- A. Audited Financial Statements. Audited financial statements of the Company as of and for the year ended December 31, 2019 are included as Exhibit A.
- B. Actual versus Projected Results. A narrative of material differences between the previously projected financial statements and actual results of operations for the year ended December 31, 2019 for the Company are included in Exhibit B.

- C. Interim Financial Statements. Interim financial statements for the three-month period ended March 31, 2020 for the Company are included as Exhibit C.
- D. Five-Year Prospective Financial Statements. Financial projections for each of the five years ending December 31, 2024 for the Company as compiled by an independent public accountant are included as Exhibit D.
- E. Reserves, Escrow and Trusts. North Carolina law requires continuing care retirement communities such as the Community to maintain operating reserves equal to fifty percent (50%) of the total operating costs in a given year, or twenty-five percent (25%) of such total operating costs if occupancy as of a certain date exceeds ninety percent (90%) of the Community's capacity (such reserve amount is referred to herein as the "Statutory Reserve"). This law provides security to the Residents that the Company will be able to meet its contractual obligations to provide continuing care. The Company's Statutory Reserve will be maintained through a letter of credit issued by a financial institution approved by the North Carolina Department of Insurance (the "Letter of Credit"). The Letter of Credit will name the Company as the beneficiary and be in an amount sufficient to satisfy the Statutory Reserve requirement.

X. Other Material Information

None.

EXHIBIT A
AUDITED FINANCIAL STATEMENTS
[ATTACHED]

CAROLINA BAY AT AUTUMN HALL

COMBINED FINANCIAL STATEMENTS AND SUPPLEMENTAL SCHEDULES

As of and for the Year Ended December 31, 2019

And Report of Independent Auditor

CAROLINA BAY AT AUTUMN HALL

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Report of Independent Auditor

To the Members
Carolina Bay at Autumn Hall
Wilmington, North Carolina

We have audited the accompanying combined financial statements of Carolina Bay at Autumn Hall, a group of entities under common control (collectively “Carolina Bay”), which comprise the combined balance sheet as of December 31, 2019, and the related combined statements of operations and changes in members’ equity and cash flows for the year then ended, and the related notes to the combined financial statements.

Management’s Responsibility for the Combined Financial Statements

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

Auditor’s Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Carolina Bay as of December 31, 2019 and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 11 to the combined financial statements, in January 2020, the World Health Organization has declared COVID-19 to constitute a “Public Health Emergency of International Concern”. Given the uncertainty of the situation, the duration of any business disruption and related financial impact cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The supplemental schedules are presented for the purpose of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements taken as a whole.

Cherry Bekaert LLP

Charlotte, North Carolina
April 23, 2020

CAROLINA BAY AT AUTUMN HALL
COMBINED BALANCE SHEET

DECEMBER 31, 2019

ASSETS

Current Assets:

Cash	\$ 4,690,164
Cash - restricted	1,431,631
Resident/patient accounts receivable, net	583,912
Accounts receivable - other	36,873
Inventories	12,108
Prepaid expenses	270,974
Total Current Assets	<u>7,025,662</u>

Property and equipment, net	<u>78,197,160</u>
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Noncurrent Assets:

Goodwill	11,039,070
Intangible asset	1,584,997
Accounts receivable - related parties	336,303
Other assets	27,198
Total Noncurrent Assets	<u>12,987,568</u>

Total Assets	<u><u>\$ 98,210,390</u></u>
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LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:

Current portion of long-term debt	\$ 6,851
Deferred revenue, current portion	59,301
Accrued expenses and other payables	3,014,534
Total Current Liabilities	<u>3,080,686</u>

Noncurrent Liabilities:

Deferred revenue, long-term portion	49,312
Accounts payable - related parties	1,938,293
Long-term debt, net of current portion	54,834,122
Total Noncurrent Liabilities	<u>56,821,727</u>

Total Liabilities	59,902,413
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Members' Equity	<u>38,307,977</u>
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Total Liabilities and Members' Equity	<u><u>\$ 98,210,390</u></u>
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CAROLINA BAY AT AUTUMN HALL

COMBINED STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY

YEAR ENDED DECEMBER 31, 2019

Revenue:	
Resident/patient revenue	\$ 17,172,785
Other revenue	475,431
Community fee amortization	1,670
Total Revenue	<u>17,649,886</u>
Expenses:	
Resident/patient services	4,768,189
Dietary	2,489,756
Laundry	137,480
Housekeeping	468,438
Plant operations	1,110,322
Physical plant	148,904
General and administrative	2,194,487
Management fees	966,010
Interest	2,258,160
Depreciation and amortization	1,970,213
Other expense	94,139
Total Expenses	<u>16,606,098</u>
Net income	1,043,788
Members' equity, beginning of year	38,436,800
Distributions	(5,311,746)
Contributions	4,139,135
Members' equity, end of year	<u>\$ 38,307,977</u>

The accompanying notes to the combined financial statements are an integral part of this statement.

CAROLINA BAY AT AUTUMN HALL
COMBINED STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2019

Cash flows from operating activities:	
Net income	\$ 1,043,788
Adjustments to reconcile net income to net cash flows from operating activities:	
Depreciation	1,970,213
Amortization of debt issuance costs	36,909
Loss on disposal of property and equipment	102,570
Transfer of property and equipment	135,330
Change in fair value of interest derivative	68,243
Changes in operating assets and liabilities:	
Resident accounts receivable, net	43,531
Accounts receivable - other	(36,873)
Prepaid expenses	(191,274)
Accounts receivable - related parties	(241,111)
Other assets	(27,030)
Deferred revenue, current portion	14,759
Deferred revenue, long-term portion	49,312
Accrued expenses and other payables	859,215
Accounts payable - related parties	1,303,100
Net cash flows from operating activities	<u>5,130,682</u>
Cash flows from investing activities:	
Purchases of property and equipment	<u>(5,014,661)</u>
Cash flows from financing activities:	
Payments for debt issuance costs	(76,871)
Proceeds from long-term debt	3,278,788
Distributions to officers/members	(5,311,748)
Contributions from officers/members	4,139,135
Net cash flows from financing activities	<u>2,029,304</u>
Net change in cash and restricted cash	2,145,325
Cash and restricted cash, beginning of year	3,976,470
Cash and restricted cash, end of year	<u>\$ 6,121,795</u>
Supplemental disclosure of cash flow information:	
Cash paid during the year for interest	<u>\$ (2,197,576)</u>
Reconciliation of cash and restricted cash to the combined balance sheet:	
Cash per combined balance sheet	\$ 4,690,164
Cash - restricted per combined balance sheet	1,431,631
	<u>\$ 6,121,795</u>

The accompanying notes to the combined financial statements are an integral part of this statement.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 1—Nature of operations

Nature of Operations – Carolina Bay at Autumn Hall (the “Company”) is an economic entity comprised of seven individual companies listed below. The Company provides senior living services in Wilmington, North Carolina. Services include providing and maintaining an independent living retirement community, assisted living services, skilled nursing care, and supporting services. The Company began operation in November 2015.

Carolina Bay Properties of Wilmington, LLC (“Carolina Bay Properties”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of developing and owning real property and certain buildings of the Company.

Carolina Bay of Wilmington, LLC (“Carolina Bay Wilmington”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of leasing and operating independent living units. Carolina Bay Wilmington is owned by Wilmington AH Senior Housing JV Opco, LLC, a Delaware limited liability company.

Carolina Bay Healthcare Center of Wilmington, LLC (“Carolina Bay Healthcare”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of leasing and operating the healthcare facilities. Carolina Bay Healthcare is owned by Wilmington AH Senior Housing JV Opco, LLC, a Delaware limited liability company.

Carolina Bay Properties of Wilmington II, LLC (“Carolina Bay Properties II”) is a North Carolina for-profit limited liability company formed for the purpose of developing and owning real property and certain buildings of the Company.

Carolina Bay Properties of Wilmington III, LLC (“Carolina Bay Properties III”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of developing and owning real property and certain buildings of the Company.

Carolina Bay Healthcare Center Management of Wilmington, LLC (“Carolina Bay Healthcare Management”) is a North Carolina for-profit limited liability company formed for the purpose of employing the employees of the Company and providing management service to Carolina Bay Healthcare.

Carolina Bay Management of Wilmington, LLC (“Carolina Bay Wilmington Management”) is a North Carolina for-profit limited liability company formed for the purpose of employing the employees of the Company and providing management service to Carolina Bay Wilmington.

Carolina Bay Properties and Carolina Bay Healthcare hold the certificate of need (“CON”) for 52 adult care home beds and 18 skilled nursing beds. Carolina Bay Properties, Carolina Bay Wilmington, and Carolina Bay Healthcare hold the CON for 30 skilled nursing beds. The collective value of the CON is recorded as an intangible asset on Carolina Bay Properties. Carolina Bay Healthcare leases all 100 adult care home and skilled nursing beds from Carolina Bay Properties. Included in these 100 beds are services for 18 adult care home beds and 12 skilled nursing beds (the “Closed Beds”) reserved for independent living residents of Carolina Bay Wilmington the terms of which are governed through a healthcare services transfer agreement described in Note 8.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2—Summary of significant accounting policies

Principles of Combination – The combined financial statements include the accounts of the limited liability companies noted above (Carolina Bay Wilmington, Carolina Bay Properties, Carolina Bay Healthcare, Carolina Bay Properties II, Carolina Bay Properties III, Carolina Bay Healthcare Management, and Carolina Bay Wilmington Management), all of which are owned and controlled by the members of the limited liability companies. All significant inter-company accounts and transactions have been eliminated. The combined financial statements do not and are not intended to represent the activity of a legal entity.

Basis of Accounting – The accompanying combined financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Use of Estimates – The preparation of combined financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of any contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

No assets or liabilities (real or contingent) of the individual members of any of the limited liability companies are included in the combined financial statements of the Company, except those pertaining to the Company, which are reflected in the combined balance sheet. Individual members are not liable for the Company’s debt.

Cash and Cash Equivalents – Cash includes deposit accounts and investments purchased with an original maturity of three months or less. There were no cash equivalents as of December 31, 2019.

Restricted Cash – Restricted cash includes patient trust funds and amounts held in escrow for property taxes and replacement reserve as required by the note payable described in Note 6.

Restricted cash also includes refundable security deposits (the “Security Deposit”) received from current residents and refundable priority deposits (the “Priority Deposit”) received from future residents, which are held in accordance with statute, law or regulation of the federal, state, and local government. The Priority Deposit will be applied to the Security Deposit paid by the resident upon execution of a Residency and Care Agreement. The liability associated with refundable Security Deposits and refundable Priority Deposits as of December 31, 2019 totaled \$897,507.

Inventories – Inventories consist primarily of food supplies and are stated at the lower of average cost or net realizable value.

Property and Equipment, Net – Property and equipment are stated at actual cost. Maintenance and repairs are charged to expense as incurred, and renewals and betterments are capitalized. Gains or losses on disposals are credited or charged to operations.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Depreciation expense amounted to \$1,970,213 for the year ended December 31, 2019.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2—Summary of significant accounting policies (continued)

The estimated useful lives used in computing depreciation are as follows:

Buildings and improvements	5 – 40 years
Land improvements	5 – 15 years
Furniture and fixtures	5 – 20 years
Vehicles	10 years
Software	3 years
Equipment	3 – 20 years

Interest Capitalization – Interest costs incurred on borrowed funds during the period of construction of property and equipment are capitalized as a component of the cost of acquiring those assets, and depreciated over their estimated useful lives by the straight-line method of depreciation.

Debt Issuance Costs – Financing costs associated with the notes payable have been deferred and are being amortized over the term of the related debt using the straight-line method, which approximates the effective interest method. Amortization of debt issuance costs is recognized as interest expense in the statement of operations and changes in member's equity.

New Accounting Pronouncement – In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers* (Topic 606), which supersedes the revenue recognition requirements in Revenue Recognition (Topic 605) and requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Subsequent to ASU 2014-09, FASB issued several related ASUs (collectively Accounting Standards Codification ("ASC") 606 or "ASC 606").

On January 1, 2019, the Company adopted ASC 606, *Revenue from Contracts with Customers* using the modified retrospective method. The Company determined that there was no cumulative effect adjustment to members' equity upon adoption of the new revenue standard as of January 1, 2019.

Under the new guidance, there is a five-step model to apply to revenue recognition, consisting of: (1) determination of whether a contract, an agreement between two or more parties that creates legally enforceable rights and obligations, exists; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when (or as) the performance obligation is satisfied.

Resident/Patient Revenue – Resident fee revenue is reported at the amount that reflects the consideration the Company expects to receive in exchange for the services period. These amounts are due from residents or third party payors and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Resident fee revenue is recognized as performance obligations are satisfied.

Under the Company's skilled nursing and assisted living senior living residency agreements, the Company provides senior living services to residents for a stated daily or monthly fee. The Company recognizes revenue for room, assistance with activities of daily living, inpatient therapy, healthcare, and personalized health services provided under assisted living and skilled nursing residency agreements in accordance with the provisions of ASC 606. The senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time and recognized ratably over the contractual term, typically daily.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2—Summary of significant accounting policies (continued)

In 2019, the Company also began collecting a one-time upfront nonrefundable community fee. The community fee is recorded as deferred revenue and amortized over the estimated stay of the resident based on historical knowledge.

The Company has a performance obligation related to the series of distinct goods and services and another performance obligation related to access residents have for discounted fee days. Management has determined it is appropriate to allocate an equal amount of revenue to this material right each month.

The Company receives revenue for services under various third party payor programs which include Medicare, Medicaid, and other third party payors. Settlements with third party payors for retroactive adjustments due to audits, reviews, or investigations are included in the determination of the estimated transaction price for providing services. The Company estimates the transaction price based on terms of the contract with the payor, correspondence with the payor and historical payment trends, and retroactive adjustments are recognized in future periods as final settlements are determined.

The Company receives revenue from independent living residents containing a lease component that would fall under the guidance of ASC Topic 840, *Leases* (“ASC 840”). The amount of revenue recorded under this guidance was approximately \$7,800,000 and there would be no difference in how the revenue would be recognized under ASC 606 or ASC 840.

Disaggregated Revenue – The Company has determined that the senior living services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

Contract Balances – Timing differences among revenue recognition may result in contract assets or liabilities. Contract liabilities on the accompanying combined balance sheet related to the nonrefundable community fee and prepaid resident/patient revenue totaled \$59,970 and \$48,643 as of December 31, 2019, respectively. There were no contract assets as of December 31, 2019.

Resident/Patient Accounts Receivable, Net – Receivables from residents, patients, insurance companies, and third party contractual agencies are recorded at regular resident service rates, net of estimated contractual adjustments. Contractual adjustments are estimated based on the terms of third-party insured contracts and arrangements. Adequate allowances are provided for doubtful accounts and other uncertainties. Credit losses have historically been within management's expectations. Net accounts receivable were \$584,000 as of December 31, 2019. Accounts receivable are stated in the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts based on its assessment of individual accounts. Balances still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for doubtful accounts and a credit to accounts receivable. Management recorded an approximate \$13,000 allowance for doubtful accounts as of December 31, 2019.

Upcoming Pronouncement – Leases – In February 2016, FASB issued ASU 2016-02, *Leases*. The standard requires all leases with lease terms over twelve months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of operations and change in members' equity. This standard will be effective for the calendar year ending December 31, 2022. The Company is currently in the process of evaluating the impact of adoption of this ASU on the combined financial statements.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2—Summary of significant accounting policies (continued)

Income Taxes – The Company, with the consent of its members, has elected under the Internal Revenue Code to be taxed essentially as a partnership. In lieu of corporation federal income taxes, the members of a limited liability company are taxed on their proportionate share of the Company's taxable income. Management has evaluated the effect of the guidance provided by U.S. GAAP for Uncertainty in Income Taxes. Management has evaluated all other tax positions that could have a significant effect on the combined financial statements and determined the Company had no uncertain income tax positions at December 31, 2019.

Intangible Asset – In accordance with auditing standards generally accepted in the United States of America, goodwill and intangible assets that have indefinite useful lives are not amortized but rather are tested at least annually for impairment. For the Company, this asset includes a CON. Intangible assets with indefinite useful lives are reviewed for impairment in accordance with ASC No. 350, *Intangibles – Goodwill and Other*, which requires the Company to evaluate the recoverability of long-lived assets annually and whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. The Company continually evaluates whether events and circumstances have occurred that indicate the remaining estimated useful life of its CON may warrant revision or that the remaining carrying value may not be recoverable. As permitted by ASC 350, the Company performed a qualitative assessment of impairment to determine whether the value of the CON was impaired. Based on the results of this qualitative assessment, the CON was not impaired as of December 31, 2019.

Goodwill – The goodwill represents the excess of the purchase price as a result of restructuring in the prior year. The Company adopted the provisions of FASB ASC 350, *Intangibles – Goodwill and Other*. Accordingly, the Company's goodwill is not subject to amortization but is tested for impairment annually.

Impairment of Long-Lived Assets – The Company reviews the carrying value of its long-lived assets, whether held for use or disposal when events and circumstances indicate that the carrying amount of an asset may not be recoverable based on expected undiscounted cash flows attributable to that asset. The amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset.

Interest Rate Derivative – The Company's long-term debt bears interest at variable rates. In order to manage interest rate risks, the Company has entered into an interest rate cap agreement under which the Company will be reimbursed for any required interest payments in excess of the interest rate per the debt agreement. The fair value of the rate cap as of December 31, 2019 is included within other assets on the combined balance sheet. Refer to Note 3 for additional discussion.

Operating Reserves – In order to meet North Carolina General Statute operating reserve requirement of \$2,600,000 based on occupancy of greater than 90% at December 31, 2019 and projected operating expenses and occupancy for 2019, presented in the 2019-2023 financial projections, the Company has entered into an irrevocable standby letter of credit of up to \$2,643,000 for the period January-October 2019 and up to \$2,600,000 for the period November to December 2019.

Continuing care retirement communities located in North Carolina are licensed and monitored by the State Department of Insurance under Article 64 of Chapter 58 of the North Carolina General Statutes. The Commissioner of Insurance has the authority to revoke or restrict the license of or impose additional requirements on any continuing care facility under certain circumstances specified in North Carolina General Statute 58-64-10.

North Carolina General Statute 58-64-33 requires that continuing care retirement communities with occupancy levels in excess of 90% maintain an operating reserve equal to 25% of total operating costs projected for the 12-month period following the most recent annual statement filed with the Department of Insurance, upon approval of the Commissioner. Continuing care retirement communities with less than 90% occupancy are required to maintain an operating reserve equal to 50% of projected total operating costs. Total operating costs shall include budgeted operating expenses plus debt service less depreciation and amortization expense and revenue associated with non-contractual expenses.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2—Summary of significant accounting policies (continued)

Credit Concentrations – The Company places its cash and cash equivalents on deposit with financial institutions in the United States. The Federal Deposit Insurance Corporation covers \$250,000 for substantially all depository accounts. During the year, the Company from time to time may have had amounts on deposit in excess of the insured limits.

The CCRC grants credit without collateral to its patients and residents, most of whom are insured by third party payors. The mix of receivables from patients and third-party payors at December 31, 2019 was as follows:

Medicare	75%
Commercial insurance/private pay/other	25%
	<hr/>
	100%
	<hr/> <hr/>

The Company's mix of revenue sources for the year ended December 31, 2019 was as follows:

Medicare	16%
Medicaid	3%
Commercial insurance/private pay/other	81%
	<hr/>
	100%
	<hr/> <hr/>

Advertising Costs – Advertising costs are expensed in the year incurred and totaled \$239,589 for the year ended December 31, 2019.

Residence and Care Agreement –

Services – The residency agreement (“Residency Agreement”) is a rental contract under which the Company is obligated, upon payment by the resident of a community fee and ongoing payments of the monthly fee to the Company, to provide certain services to the resident. While the resident occupies an independent living unit, services provided include: one meal per day; all utilities, except telephone; for apartment and garden flat residents, housekeeping services; maintenance of both the unit and the grounds and equipment; scheduled local transportation; use of the wellness center; planned social, recreational, and cultural activities; and use of the community area and other common activity facilities.

Admittance Standards – To be accepted for admission to the independent living units at the CCRC, each prospective resident must be at least 62 years of age at the time residency is established, with the exception of an underage spouse, who must be at least 50 years of age, have financial assets adequate to pay the admission fee, and have sufficient income to meet the anticipated monthly fee and other personal expenses not provided under the Residency Agreement.

A reservation requires a signed Residency Agreement and the payment of a one-time community fee equal to one month's monthly resident fee. The community fee is refundable within the first 30 days of the execution of the Residency Agreement.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 2—Summary of significant accounting policies (continued)

Terms of Residency – For residents living in an apartment, the initial agreement shall be for a term of 13 months. After the initial term, the Residency and Care agreement will automatically renew for an additional 13-month period, unless terminated as set forth in the Resident and Care Agreement applicable to the apartments.

Termination by the Resident Prior to Occupancy – The resident may terminate the agreement prior to moving into the CCRC for any reason at any time before moving into the CCRC by giving written notice. The application fee will be refundable at termination, except for costs or other charges that the resident and Carolina Bay Wilmington agree in advance are non-refundable.

Termination by the Resident after Occupancy – The resident may terminate the agreement after moving into the CCRC by giving 30 days prior written notice of termination, which shall be effective and irrevocable upon delivery. If the resident terminates the agreement prior to the expiration of the initial term or renewal term, then the resident will be obligated to pay the monthly fee throughout the remainder of the term until the later of (i) removal of possessions from the apartment and key return to administration or (ii) re-occupancy of the apartment by a new resident.

The agreement will automatically terminate upon death of the resident (unless there is a surviving joint resident) and a personal representative will have 30 days from the day of death to remove personal property from the apartment. The resident's estate will be obligated to pay the monthly fee until the removal of possessions from the apartment and key return to administration.

Termination by the Company – The CCRC may terminate the agreement for just cause. Just cause includes (i) breach of agreement; (ii) misrepresenting information in admission process; (iii) failure to pay any charges.

Healthcare Benefit – The CCRC, through its arrangement with Carolina Bay Healthcare set forth in a transfer agreement (see Note 8), provides the residents temporary or permanent skilled nursing services in Carolina Bay Healthcare, within the limits of Carolina Bay Healthcare's licensure.

Note 3—Derivative instrument

The Company has entered into an interest rate cap agreement which effectively limits the interest rate on the Company's outstanding note payable. The interest rate cap has a notional amount of \$51,950,000. The fair value of this financial instrument is adjusted through other expense each period. As of December 31, 2019, the fair value of the interest rate cap agreement was an asset of \$168. The agreement provides that the Company's floating interest rate will be capped at 3.55% when variable rates exceed 3.55%. The agreement expires in September 2021.

CAROLINA BAY AT AUTUMN HALL
NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 4—Property and equipment, net

Property and equipment, net at December 31, 2019 consists of the following:

	Carolina Bay of Wilmington, LLC	Carolina Bay Healthcare Center of Wilmington, LLC	Carolina Bay Properties of Wilmington, LLC	Carolina Bay Properties of Wilmington II, LLC	Carolina Bay Properties of Wilmington III, LLC	Total
Buildings and improvements	\$ 14,600	\$ -	\$ 69,476,883	\$ -	\$ -	\$ 69,491,483
Land and land improvements	-	-	2,812,531	1,321,801	90,751	4,225,083
Furniture and fixtures	12,453	30,689	1,994,709	-	-	2,037,851
Vehicles	-	-	125,219	-	-	125,219
Equipment	14,260	48,252	-	-	-	62,512
	41,313	78,941	74,409,342	1,321,801	90,751	75,942,148
Less accumulated depreciation	(2,634)	(9,183)	(2,607,004)	-	-	(2,618,821)
	38,679	69,758	71,802,338	1,321,801	90,751	73,323,327
Construction in progress	1,912	26,000	-	118,190	4,727,731	4,873,833
Property and equipment, net	\$ 40,591	\$ 95,758	\$ 71,802,338	\$ 1,439,991	\$ 4,818,482	\$ 78,197,160

Note 5—Goodwill and intangible asset

Goodwill and intangible asset (indefinite-lived) consisted of the following at December 31, 2019:

Goodwill	\$ 11,039,070
Certificate of need	1,584,997
	<u>\$ 12,624,067</u>

Note 6—Long-term debt

Long-term debt for the Company consists of the following at December 31, 2019:

Note payable bearing interest at a variable rate of 2.00% plus LIBOR (1.76% at December 31, 2019) with interest only payments due monthly from the note effective date through August 31, 2024, principal and interest payment of \$1,082,292 due monthly for the period of September 1, 2024 through August 30, 2028 and a final payment of \$6,414,758 due upon the maturity date of September 1, 2028. This note is collateralized by the real property and improvements and related real and personal property as well as any additional property and improvements located thereon.	\$ 51,950,000
Construction loan for up to \$4,824,576 bearing interest at a variable rate of 1.75% plus LIBOR (1.75% at December 31, 2019) with interest only payments due monthly from the note effective date through December 17, 2020. Beginning December 18, 2020 equal monthly payments of principal and interest become due based on a twenty-five year amortization schedule with a final payment of the outstanding principal and interest due in full on December 17, 2026. This note is collateralized by the real property and improvements and related real and personal property as well as any additional property and improvements located thereon.	3,278,788
Less debt issuance costs	(387,815)
Less current portion of long-term debt	(6,851)
Long-term debt	<u>\$ 54,834,122</u>

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 6—Long-term debt (continued)

Future maturities of long-term debt are as follows:

Years Ending December 31,

2020	\$	6,851
2021		83,790
2022		86,771
2023		89,857
2024		3,788,437
Thereafter		51,173,082
	\$	<u>55,228,788</u>

Interest expense amounted to \$2,258,160 for the year ended December 31, 2019, including \$36,909 related to debt issuance cost amortization. Future amortization of debt issuance costs at December 31, 2019 is as follows:

Years Ending December 31,

2020	\$	46,965
2021		46,965
2022		46,965
2023		46,966
2024		46,966
Thereafter		152,988
	\$	<u>387,815</u>

Certain loan agreements contain customary affirmative and negative covenants. Management believes that the Company was in compliance with all covenants at December 31, 2019.

Note 7—Related party transactions

Other entities owned by Liberty Healthcare provide other benefits to the Company. These transactions are also considered related party transactions and are settled through related party cash accounts and payments to the other entities. As of December 31, 2019, total receivables and payables to related parties were \$336,303 and \$1,938,293 respectively.

Note 8—Intercompany agreements

Carolina Bay Wilmington and Carolina Bay Healthcare have entered into management agreements with a fee of 5% of total revenues derived from independent living units and 6% of total revenues derived from assisted living units, memory care units, and skilled nursing units paid to Carolina Bay Management of Wilmington and Carolina Bay Healthcare Center Management, LLC, respectively. These fees totaled \$966,084 for the year ended December 31, 2019. These amounts have been eliminated on the combined financial statements.

Carolina Bay Properties entered into separate lease agreements with Carolina Bay Wilmington and Carolina Bay Healthcare, under which Carolina Bay Wilmington and Carolina Bay Healthcare will make lease payments to Carolina Bay Properties for use of the facilities. The lease agreements have a term of 15 years.

CAROLINA BAY AT AUTUMN HALL

NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 8—Intercompany agreements (continued)

Future minimum lease payments are as follows for the years ending December 31:

	Carolina Bay Wilmington	Carolina Bay Healthcare	Total
2020	\$ 1,466,668	\$ 1,416,672	\$ 2,883,340
2021	1,566,672	1,516,672	3,083,344
2022	1,666,672	1,616,668	3,283,340
2023	566,668	550,000	1,116,668
	<u>\$ 5,266,680</u>	<u>\$ 5,100,012</u>	<u>\$ 10,366,692</u>

Total rent expense incurred by the CCRC and Carolina Bay Healthcare was \$5,279,521 for the year ended December 31, 2019. These amounts have been eliminated on the combined financial statements.

In 2016, Carolina Bay Wilmington and Carolina Bay Healthcare entered into a healthcare services transfer agreement, under which Carolina Bay Healthcare will provide care to residents of Carolina Bay Wilmington through the operation of the Closed Beds. Under the terms of the transfer agreement, the Company will collect daily service fees from residents occupying the Closed Beds and will subsequently make healthcare fee payments to Carolina Bay Healthcare equivalent to the amount of daily service fees collected for any Closed Bed occupied by a resident of the Carolina Bay Wilmington.

Note 9—Contingencies

The Company is subject to legal proceedings and claims which arise in the course of providing health care services. The Company maintains malpractice insurance coverage (\$1,000,000 per claim, \$3,000,000 aggregate) for claims made during the policy year. The coverage has a \$1,300,000 total deductible for the assisted living facilities. In management's opinion, adequate provision has been made for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include but are not necessarily limited to matters such as licensure, accreditation, government-health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

Note 10—Pension plan

The Company offers a defined contribution plan (the "Plan") to eligible employees as defined by the Plan. The Company will match employee contributions at the discretion of management. The Company contributed \$28,529 to the Plan for the year ended December 31, 2019.

CAROLINA BAY AT AUTUMN HALL
NOTES TO THE COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2019

Note 11—Subsequent events

The Company has evaluated subsequent events through April 23, 2020, in connection with the preparation of these combined financial statements, which is the date the combined financial statements were available to be issued.

Subsequent to the combined balance sheet date, the World Health Organization declared the outbreak of COVID-19, a novel strain of Coronavirus, a pandemic. The coronavirus outbreak may disrupt the Company's business as well as the Company's ability to acquire new residents going forward. The extent of the impact of the outbreak on the Company's performance will depend on certain developments, including the duration and spread of the outbreak, impact on the Company's residents, employees and vendors, and governmental, regulatory and private sector responses. The combined financial statements do not reflect any adjustments as a result of the subsequent increase in economic uncertainty.

SUPPLEMENTAL SCHEDULES

CAROLINA BAY AT AUTUMN HALL COMBINING BALANCE SHEET

DECEMBER 31, 2019

	Carolina Bay of Wilmington, LLC	Carolina Bay Healthcare Center of Wilmington, LLC	Carolina Bay Properties of Wilmington, LLC	Carolina Bay Properties of Wilmington II, LLC	Carolina Bay Properties of Wilmington III, LLC	Carolina Bay Healthcare Center Management of Wilmington, LLC	Carolina Bay Management of Wilmington, LLC	Eliminations	Total
ASSETS									
Current Assets:									
Cash	\$ 379,128	\$ 283,767	\$ 1,360,209	\$ 2,564,821	\$ -	\$ 1,220	\$ 101,019	\$ -	\$ 4,690,164
Cash - restricted	897,507	77,873	456,251	-	-	-	-	-	1,431,631
Resident/patient receivable, net	16,346	567,566	-	-	-	-	-	-	583,912
Accounts receivable - Carolina Bay	1,616,004	1,152,010	202,496	-	-	905,743	262,632	(4,138,885)	-
Accounts receivable - other	-	-	902,928	-	-	28,213	8,660	(902,928)	36,873
Inventories	-	12,108	-	-	-	-	-	-	12,108
Prepaid expenses	200,753	133,300	-	-	-	19,992	33,596	(116,667)	270,974
Total Current Assets	<u>3,109,738</u>	<u>2,226,624</u>	<u>2,921,884</u>	<u>2,564,821</u>	<u>-</u>	<u>955,168</u>	<u>405,907</u>	<u>(5,158,480)</u>	<u>7,025,662</u>
Property and equipment, net	<u>40,591</u>	<u>95,758</u>	<u>71,802,338</u>	<u>1,439,991</u>	<u>4,818,482</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>78,197,160</u>
Noncurrent Assets:									
Goodwill	-	-	11,039,070	-	-	-	-	-	11,039,070
Intangible asset	-	-	1,584,997	-	-	-	-	-	1,584,997
Accounts receivable - related parties	122	211,822	8,052	-	-	56,237	60,070	-	336,303
Other assets	27,030	-	168	-	-	-	-	-	27,198
Total Noncurrent Assets	<u>27,152</u>	<u>211,822</u>	<u>12,632,287</u>	<u>-</u>	<u>-</u>	<u>56,237</u>	<u>60,070</u>	<u>-</u>	<u>12,987,568</u>
Total Assets	<u>\$ 3,177,481</u>	<u>\$ 2,534,204</u>	<u>\$ 87,356,509</u>	<u>\$ 4,004,812</u>	<u>\$ 4,818,482</u>	<u>\$ 1,011,405</u>	<u>\$ 465,977</u>	<u>\$ (5,158,480)</u>	<u>\$ 98,210,390</u>

**CAROLINA BAY AT AUTUMN HALL
COMBINING BALANCE SHEET (CONTINUED)**

DECEMBER 31, 2019

	Carolina Bay of Wilmington, LLC	Carolina Bay Healthcare Center of Wilmington, LLC	Carolina Bay Properties of Wilmington, LLC	Carolina Bay Properties of Wilmington II, LLC	Carolina Bay Properties of Wilmington III, LLC	Carolina Bay Healthcare Center Management of Wilmington, LLC	Carolina Bay Management of Wilmington, LLC	Eliminations	Total
LIABILITIES AND MEMBERS' EQUITY									
Current Liabilities:									
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -	\$ 6,851	\$ -	\$ -	\$ -	\$ 6,851
Deferred revenue, current portion	29,837	29,464	116,667	-	-	-	-	(116,667)	59,301
Accrued expenses and other payables	1,748,575	949,091	163,153	10,064	638,714	317,744	90,121	(902,928)	3,014,534
Accounts payable - Carolina Bay	1,152,544	2,010,843	194,983	14,538	-	476,881	289,096	(4,138,885)	-
Total Current Liabilities	2,930,956	2,989,398	474,803	24,602	645,565	794,625	379,217	(5,158,480)	3,080,686
Noncurrent Liabilities:									
Deferred revenue, long-term portion	49,312	-	-	-	-	-	-	-	49,312
Accounts payable - related parties	54,427	316,054	30,795	1,144,414	-	280,524	112,079	-	1,938,293
Long-term debt	-	-	51,638,141	-	3,195,981	-	-	-	54,834,122
Total Noncurrent Liabilities	103,739	316,054	51,668,936	1,144,414	3,195,981	280,524	112,079	-	56,821,727
Total Liabilities	3,034,695	3,305,452	52,143,739	1,169,016	3,841,546	1,075,149	491,296	(5,158,480)	59,902,413
Members' Equity (Deficit)	142,786	(771,248)	35,212,770	2,835,796	976,936	(63,744)	(25,319)	-	38,307,977
Total Liabilities and Members' Equity (Deficit)	\$ 3,177,481	\$ 2,534,204	\$ 87,356,509	\$ 4,004,812	\$ 4,818,482	\$ 1,011,405	\$ 465,977	\$ (5,158,480)	\$ 98,210,390

CAROLINA BAY AT AUTUMN HALL

COMBINING STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2019

	Carolina Bay of Wilmington, LLC	Carolina Bay Healthcare Center of Wilmington, LLC	Carolina Bay Properties of Wilmington, LLC	Carolina Bay Properties of Wilmington II, LLC	Carolina Bay Properties of Wilmington III, LLC	Carolina Bay Healthcare Center Management of Wilmington, LLC	Carolina Bay Management of Wilmington, LLC	Eliminations	Total
Revenue:									
Resident/patient revenue	\$ 10,772,388	\$ 6,400,397	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,172,785
Rent revenue	-	-	5,279,521	-	-	-	-	(5,279,521)	-
Other revenue	202,215	273,216	-	-	-	4,473,394	1,272,510	(5,745,904)	475,431
Community fee amortization	1,670	-	-	-	-	-	-	-	1,670
Total Revenue	<u>10,976,273</u>	<u>6,673,613</u>	<u>5,279,521</u>	<u>-</u>	<u>-</u>	<u>4,473,394</u>	<u>1,272,510</u>	<u>(11,025,425)</u>	<u>17,649,886</u>
Expenses:									
Resident/patient services	1,593,878	3,174,311	-	-	-	3,199,627	151,210	(3,350,837)	4,768,189
Dietary	1,917,872	571,884	-	-	-	4,398	-	(4,398)	2,489,756
Laundry	82,629	54,851	-	-	-	49,623	22	(49,645)	137,480
Housekeeping	297,641	170,797	-	-	-	208,140	200,982	(409,122)	468,438
Plant operations	838,996	271,326	-	-	-	79,528	109,026	(188,554)	1,110,322
Physical plant	3,704,989	1,723,436	-	-	-	-	-	(5,279,521)	148,904
General and administrative	1,512,218	669,038	31,365	14,454	-	339,540	405,136	(777,264)	2,194,487
Management fees	578,425	387,659	-	-	-	565,272	400,738	(966,084)	966,010
Interest	-	-	2,252,768	-	5,392	-	-	-	2,258,160
Depreciation and amortization	8,084	6,472	1,955,657	-	-	-	-	-	1,970,213
Other expense	-	-	94,139	-	-	-	-	-	94,139
Total Expenses	<u>10,534,732</u>	<u>7,029,774</u>	<u>4,333,929</u>	<u>14,454</u>	<u>5,392</u>	<u>4,446,128</u>	<u>1,267,114</u>	<u>(11,025,425)</u>	<u>16,606,098</u>
Net Income (Loss)	441,541	(356,161)	945,592	(14,454)	(5,392)	27,266	5,396	-	1,043,788
Members' equity, beginning of year									
Members' equity, beginning of year	201,246	84,913	36,617,178	1,625,328	-	(67,948)	(23,917)	-	38,436,800
Contributions	949,557	-	-	2,207,250	982,328	-	-	-	4,139,135
Distributions	(1,449,558)	(500,000)	(2,350,000)	(982,328)	-	(23,062)	(6,798)	-	(5,311,746)
Members' equity, end of year	<u>\$ 142,786</u>	<u>\$ (771,248)</u>	<u>\$ 35,212,770</u>	<u>\$ 2,835,796</u>	<u>\$ 976,936</u>	<u>\$ (63,744)</u>	<u>\$ (25,319)</u>	<u>\$ -</u>	<u>\$ 38,307,977</u>

CAROLINA BAY AT AUTUMN HALL

COMBINING STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2019

	Carolina Bay of Wilmington, LLC	Carolina Bay Healthcare Center of Wilmington, LLC	Carolina Bay Properties of Wilmington, LLC	Carolina Bay Properties of Wilmington II, LLC	Carolina Bay Properties of Wilmington III, LLC	Carolina Bay Healthcare Center Management of Wilmington, LLC	Carolina Bay Management of Wilmington, LLC	Eliminations	Total
Cash flows from operating activities:									
Net income (loss)	\$ 441,541	\$ (356,161)	\$ 945,592	\$ (14,454)	\$ (5,392)	\$ 27,266	\$ 5,396	\$ -	\$ 1,043,788
Adjustments to reconcile net income (loss) to net cash flows from operating activities:									
Depreciation	8,084	6,472	1,955,657	-	-	-	-	-	1,970,213
Amortization of debt issuance costs	-	-	35,994	-	915	-	-	-	36,909
Closed beds depreciation reclassification	(2,712)	2,712	-	-	-	-	-	-	-
Loss on disposal of property and equipment	-	-	11,820	90,750	-	-	-	-	102,570
Transfer of property and equipment	-	-	8,052	127,278	-	-	-	-	135,330
Change in fair value of interest derivative	-	-	68,243	-	-	-	-	-	68,243
Changes in operating assets and liabilities:									
Resident accounts receivable, net	228,160	(184,629)	-	-	-	-	-	-	43,531
Accounts receivable - other	-	-	(902,928)	-	-	(28,213)	(8,660)	902,928	(36,873)
Prepaid expenses	(42,248)	5,431	-	-	-	(18,648)	(33,308)	(102,501)	(191,274)
Accounts receivable - related parties	242,301	104,283	6,786	-	-	(36,395)	(59,750)	(498,336)	(241,111)
Accounts receivable - Carolina Bay	(976,103)	(221,486)	356,358	-	-	(87,440)	(60,217)	988,888	-
Other assets	(27,030)	-	-	-	-	-	-	-	(27,030)
Deferred revenue, current portion	17,900	(3,141)	116,667	-	-	-	-	(116,667)	14,759
Deferred revenue, long-term portion	49,312	-	-	-	-	-	-	-	49,312
Accrued expenses and other payables	415,395	687,530	(396,886)	10,064	638,714	51,502	11,980	(559,084)	859,215
Accounts payable - related parties	(347,811)	(607,113)	21,271	1,144,414	-	35,300	36,321	1,020,718	1,303,100
Accounts payable - Carolina Bay	45,139	1,264,158	44,470	-	-	80,215	201,964	(1,635,946)	-
Net cash flows from operating activities	51,928	698,056	2,271,096	1,358,052	634,237	23,587	93,726	-	5,130,682

CAROLINA BAY AT AUTUMN HALL
COMBINING STATEMENT OF CASH FLOWS (CONTINUED)

YEAR ENDED DECEMBER 31, 2019

	Carolina Bay of Wilmington, LLC	Carolina Bay Healthcare Center of Wilmington, LLC	Carolina Bay Properties of Wilmington, LLC	Carolina Bay Properties of Wilmington II, LLC	Carolina Bay Properties of Wilmington III, LLC	Carolina Bay Healthcare Center Management of Wilmington, LLC	Carolina Bay Management of Wilmington, LLC	Eliminations	Total
Cash flows from investing activities:									
Purchases of property and equipment	\$ (45,190)	\$ (104,942)	\$ (27,895)	\$ (18,152)	\$ (4,818,482)	\$ -	\$ -	\$ -	\$ (5,014,661)
Cash flows from financing activities:									
Payments for debt issuance costs	-	-	-	-	(76,871)	-	-	-	(76,871)
Proceeds from long-term debt	-	-	-	-	3,278,788	-	-	-	3,278,788
Distributions to officers/members	(1,449,558)	(500,000)	(2,350,000)	(982,329)	-	(23,063.00)	(6,798)	-	(5,311,748)
Contributions from officers/members	949,557	-	-	2,207,250	982,328	-	-	-	4,139,135
Net cash flows from financing activities	(500,001)	(500,000)	(2,350,000)	1,224,921	4,184,245	(23,063)	(6,798)	-	2,029,304
Net change in cash and restricted cash	(493,263)	93,114	(106,799)	2,564,821	-	524	86,928	-	2,145,325
Cash and restricted cash, beginning of year	1,769,898	268,526	1,923,259	-	-	696	14,091	-	3,976,470
Cash and restricted cash, end of year	\$ 1,276,635	\$ 361,640	\$ 1,816,460	\$ 2,564,821	\$ -	\$ 1,220	\$ 101,019	\$ -	\$ 6,121,795
Supplemental disclosure of cash flow information:									
Cash paid during the year for interest	\$ -	\$ -	\$ (2,197,576)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,197,576)
Reconciliation of cash and restricted cash to the combining balance sheet:									
Cash per combining balance sheet	\$ 379,128	\$ 283,767	\$ 1,360,209	\$ 2,564,821	\$ -	\$ 1,220	\$ 101,019	\$ -	\$ 4,690,164
Cash - restricted per combining balance sheet	897,507	77,873	456,251	-	-	-	-	-	1,431,631
	\$ 1,276,635	\$ 361,640	\$ 1,816,460	\$ 2,564,821	\$ -	\$ 1,220	\$ 101,019	\$ -	\$ 6,121,795

EXHIBIT B

ACTUAL VERSUS PROJECTED RESULTS

[ATTACHED]

Carolina Bay of Wilmington, LLC
Material Difference Narrative
For the Year Ended December 31, 2019

For purposes of comparison, Carolina Bay of Wilmington, LLC (the "Company") used the following financial reports as of and for the year ended (actual)/ending (projected) December 31, 2019:

Audited - Obtained from the Supplemental Schedules of the audited financial statements of the Carolina Bay at Autumn Hall as of and for the year ended December 31, 2019.

Projected - Obtained from the projected financial statements for the Company with the Independent Accountants' Compilation Report dated June 27, 2019, which was included in the Carolina Bay at Autumn Hall Disclosure Statement dated May 31, 2019.

The following explanations are furnished pursuant to Section 58-64-30 of the General Statutes of North Carolina. The explanations pertain to material differences between the Company's audited and projected financial statements, as described above, as of and for the year ending December 31, 2019. See the summary Balance Sheets, Statements of Operations and Statements of Cash Flows behind this narrative for amounts and percentages.

For purposes of this narrative, "material" differences are considered to be variances of \$500,000 and 10% on line item amounts.

Balance Sheets:

1. Cash - Unrestricted cash was less than projected by approximately \$621,000 (62%) primarily as a result of higher than projected Security Deposits, which were classified as restricted cash (see #2 below).
2. Cash - Restricted - Restricted cash was more than projected by approximately \$703,000 (361%). The projection assumed the release of deposits from escrow due to attainment of stabilized occupancy in 2019. However, the projection did not assume the restriction for Security Deposits represented in the actual restricted cash balance.
3. Intercompany Receivable - Carolina Bay - There are numerous transactions throughout the year between other companies related under the Carolina Bay at Autumn Hall economic entity. Below is a summary of the net balances due to and from these companies at December 31, 2019:

	Projected			Actual		
	Due To	Due From	Net Due/(Pay)	Due To	Due From	Net Due/(Pay)
Carolina Bay Properties of Wilmington, LLC				\$ 178	\$ (69)	\$ 109
Carolina Bay Management of Wilmington, LLC				\$ 274	\$ (248)	\$ 26
Carolina Bay Healthcare Center of Wilmington, LLC				999	(823)	\$ 176
Carolina Bay Healthcare Center Management of Wilmington, LLC				165	(13)	\$ 152
Total receivable/(payable)	\$ -	\$ (483)	\$ (483)	\$ 1,616	\$ (1,153)	\$ 463
						\$ 946
						-196%

The net amount due from the three companies related under the Carolina Bay at Autumn Hall economic entity was more than projected by approximately \$946,000 (196%). Cash was provided to these related companies as a result of more cash generated from operations than projected, primarily through higher than projected accounts payable at year end.

4. Accounts Payable and Other Accrued Expenses - Accounts payable and other accrued expenses were more than projected by approximately \$1,182,000 (208%). Approximately \$703,000 of this variance was due to the Security Deposits described in #2 above, which were not included in the projection assumptions. Additionally the projection assumed 19 days of operating expenses in accounts payable; however, the actual days (excluding the Security Deposit balance) was 45 days.
5. Members' Equity - Members' equity was less than projected by approximately \$540,000 (79%) as a result of a net distribution of approximately \$500,000 to members which was not included in the projection assumptions.

Statements of Operations and Changes in Members' Equity:

6. Skilled Nursing Resident Services Expenses - Skilled nursing resident services expenses were less than projected by approximately \$507,000 (41%). Skilled nursing resident services expenses are based on an allocation computation. The projection did not allocate any amount to rent expense related to skilled nursing beds reserved for independent living residents. The actual computation allocated approximately \$700,000 to rent expense instead of skilled nursing resident services expenses. The remaining variance of approximately \$200,000 was due to higher than projected utilization of reserved skilled nursing beds.
7. Rent Expense - Rent expenses was more than projected by approximately \$909,000 (34%). In addition to the \$700,000 described in #6 above, approximately \$200,000 was due to a change in the rent computation to recognize rent on a straight-line basis over the term of the underlying debt.

Members' Contributions and Distributions - see #5 above.

Statements of Cash Flows:

8. Changes in operating assets and liabilities, net - The decrease in net operating assets and liabilities was less than projected by

approximately \$668,000 (63%) primarily as the result of approximately \$703,000 in Security Deposits collected and payable, which were not included in the projection (see #4 above).

Members' Contributions and Distributions - see #5 above.

Carolina Bay of Wilmington, LLC
Carolina Bay Management of Wilmington, LLC
At December 31, 2019

Balance Sheet (in '000s)	2019 Projection	2019 Actual	Variance		See Material Difference Narrative
Assets:					
Current assets:					
Cash	\$ 1,000	\$ 379	\$ (621)	-62%	(1)
Cash - restricted	195	898	703	361%	(2)
Residents accounts receivable, net	29	16	(13)	-45%	
Accounts receivable - other	-	-	-	100%	
Prepaid expenses	176	201	25	14%	
Intercompany receivable - Carolina Bay	-	1,616	1,616	100%	(3)
Total current assets	1,400	3,110	1,710		
Noncurrent assets:					
Property and equipment, net	2	41	39	1950%	
Due from related parties	336	-	(336)	-100%	
Other noncurrent assets	-	27	27	100%	
Total noncurrent assets	336	27	(309)		
Total assets	\$ 1,738	\$ 3,178	\$ 1,440		
Liabilities and Members' Equity/(Deficit):					
Current liabilities:					
Deferred revenue, current portion	\$ 5	\$ 30	25	500%	
Accounts payable and accrued expenses	567	1,749	1,182	208%	(4)
Accrued payroll and related withholdings	-	-	-	100%	
Intercompany payable - Carolina Bay	483	1,153	670	139%	(3)
Total current liabilities	1,055	2,932	1,877		
Long-term liabilities:					
Accounts payable - related parties	-	54	54	100%	
Deferred revenue, non-current portion	-	49	49	100%	
Total long-term liabilities	-	103	103		
Total liabilities	1,055	3,035	1,980		
Member's equity/(deficit)	683	143	(540)	-79%	(5)
Total liabilities and member's equity	\$ 1,738	\$ 3,178	\$ 1,440		

Carolina Bay of Wilmington, LLC
Carolina Bay Management of Wilmington, LLC
For the Year Ended December 31, 2019

Statement of Operations and Changes in Members' Equity(in 000s)

	2019 Projection	2019 Actual	Variance		See Material Difference Narrative
Revenue:					
Community fee amortization	\$ -	\$ 2	2	100%	
Independent living service fees	7,782	7,811	29	0%	
Assisted living service fees	1,343	1,317	(26)	-2%	
Skilled nursing service fees	1,592	1,644	52	3%	
Other revenue	181	202	21	12%	
Total Revenue	10,898	10,976	78		
Expenses:					
Independent living resident services	260	263	3	1%	
Assisted living resident services	663	592	(71)	-11%	
Skilled nursing resident services	1,246	739	(507)	-41%	(6)
Dietary	2,132	1,918	(214)	-10%	
Housekeeping	358	298	(60)	-17%	
Laundry & Linen	101	83	(18)	-18%	
General, administrative, and marketing	1,468	1,511	43	3%	
Management Fees	575	578	3	1%	
Plant operations	862	839	(23)	-3%	
Physical plant	60	105	45	75%	
Total expenses	7,725	6,926	(799)		
Operating income	3,173	4,050	877		
Other operating income (expenses):					
Rent expense	(2,691)	(3,600)	(909)	34%	(7)
Depreciation	-	(8)	(8)	100%	
Total other operating income (expenses)	(2,691)	(3,608)	(917)		
Net income	482	442	(40)		
Members' equity, beginning of year	201	201	-	0%	
Members' contributions		950	950	100%	(5)
Members' distributions		(1,450)	(1,450)	100%	(5)
Members' equity, end of year	\$ 683	\$ 143	\$ (540)		

Carolina Bay of Wilmington, LLC
Carolina Bay Management of Wilmington, LLC
For the Year Ended December 31, 2019

Statement of Cash Flows (in 000s)	2019 Projection	2019 Actual	Variance	See Material Difference Narrative
Cash flows from operating activities:				
Net income (loss) from operations	\$ 482	\$ 442	(40)	-8%
Adjustments to reconcile net income (loss) from operations to net cash provided by (used in) operating activities:				
Depreciation	-	8	8	100%
Closed beds depreciation reclassification	-	(3)	(3)	100%
Provision for bad debts	7	-	(7)	-100%
Changes in operating assets and liabilities, net	(1,063)	(395)	668	-63% (8)
Net cash flows from operating activities	(574)	52	626	
Cash flows from investing activities:				
Capital additions	(1)	(45)	(44)	4400%
Net cash flows from investing activities	(1)	(45)	(44)	
Cash flows from financing activities:				
Member contributions/(distributions)	-	(500)	(500)	100% (5)
Net cash flows from financing activities	-	(500)	(500)	
Change in cash	(575)	(493)	82	
Cash, beginning of year	1,770	1,770	-	
Cash, end of year	\$ 1,195	\$ 1,277	\$ 82	
Cash Reconciliation:				
Cash	1000	\$ 379	(621)	-62%
Cash - restricted	195	898	703	361%
Total cash	\$ 1,195	\$ 1,277	\$ 82	

EXHIBIT C
INTERIM FINANCIAL STATEMENTS

[ATTACHED]

Carolina Bay of Wilmington, LLC and Carolina Bay of Wilmington Management, LLC
Consolidated Statements of Operations and Changes in Members' Equity
For Three Months Ended March 31, 2020

	<u>Carolina Bay of Wilmington, LLC</u>	<u>Carolina Bay Management of Wilmington, LLC</u>	<u>Eliminations</u>	<u>Consolidated</u>
Revenue:				
Advance fee amortization	\$ 2,812	\$ -	\$ -	\$ 2,812
Net resident revenue:				
Independent living revenue	1,995,826	-	-	1,995,826
Management fees	-	103,849	(103,849)	-
Other revenue	78,328	222,745	(222,745)	78,328
Total operating revenue	2,076,966	326,594	(326,594)	2,076,966
Expense:				
Direct expenses:				
Dietary	442,365	-	-	442,365
Wellness	17,515	12,661	(12,661)	17,515
Patient activities	51,196	22,381	(22,381)	51,196
Other ancillaries	46	-	-	46
Total direct expenses	511,122	35,042	(35,042)	511,122
Gross margin	1,565,844	291,552	(291,552)	1,565,844
Indirect expense:				
Housekeeping	73,273	61,526	(61,526)	73,273
Laundry and linen	12,493	(1)	1	12,493
General, administrative, and marketing	274,679	93,767	(94,302)	274,144
Management fee expense	103,849	103,849	(103,849)	103,849
Transportation	7,513	4,919	(4,919)	7,513
Plant operations	171,233	26,957	(26,957)	171,233
Physical plant	30,995	-	-	30,995
Total indirect expenses	674,035	291,017	(291,552)	673,500
Total operating expenses	1,185,157	326,059	(326,594)	1,184,622
Earnings before interest, taxes, and depreciation	891,809	535	-	892,344
Other revenue/(expense):				
Rent expense	(742,022)	-	-	(742,022)
Depreciation and amortization	(3,504)	-	-	(3,504)
Extraordinary expense	(33,871)	-	-	(33,871)
Total other revenue/(expense)	(779,397)	-	-	(779,397)
Net income/(loss)	112,412	535	-	112,947
Members' equity/(deficit), beginning of year	142,786	(25,319)	-	117,467
Members' distributions	(50,000)	-	-	(50,000)
Members' equity/(deficit), end of year	\$ 205,198	\$ (24,784)	\$ -	\$ 180,414

Carolina Bay of Wilmington, LLC and Carolina Bay of Wilmington Management, LLC
Consolidated Statements of Cash Flows
For Three Months Ended March 31, 2020

	<u>Carolina Bay of Wilmington, LLC</u>	<u>Carolina Bay Management of Wilmington, LLC</u>	<u>Eliminations</u>	<u>Consolidated</u>
Cash flows from operating activities:				
Net income/(loss)	\$ 112,412	535	\$ -	\$ 112,947
Adjustments to reconcile income/(loss) to net cash provided by operating activities:				
Depreciation	1,803	-	-	1,803
Amortization of advance fees	(2,812)	-	-	(2,812)
Amortization of deferred marketing costs	1,701	-	-	1,701
Change in working capital:				
Resident accounts receivable	(2,284)	-	-	(2,284)
Other receivables	-	(361)	-	(361)
Inventories	-	-	-	-
Prepaid expenses	43,054	491	-	43,545
Accounts receivables - related parties	(13)	(3,262)	-	(3,275)
Accounts receivable - Carolina Bay	(26,100)	42,107	-	16,007
Other assets	(3,950)	-	-	(3,950)
Deferred revenue, current	2,812	-	-	2,812
Deferred revenue, non-current portion	38,868	-	-	38,868
Accounts payable and other accrued expenses and other payables	(231,862)	91	-	(231,771)
Accrued payroll and related withholdings	-	(20,287)	-	(20,287)
Accounts payable - related parties	36,539	(14,479)	-	22,060
Accounts payable - Carolina Bay	177,795	(98,242)	-	79,553
Cash flows from operating activities	147,963	(93,407)	-	54,556
Cash flows from investing activities:				
Capital additions	(14,176)	-	-	(14,176)
Cash flows from investing activities	(14,176)	-	-	(14,176)
Cash flows from financing activities:				
Member contributions/(distributions)	(50,000)	-	-	(50,000)
Net cash provided by (used in) financing activities	(50,000)	-	-	(50,000)
Change in cash and cash equivalents	83,787	(93,407)	-	(9,620)
Cash and cash equivalents, beginning of year	1,276,635	101,019	-	1,377,654
Cash and cash equivalents, end of year	\$ 1,360,422	\$ 7,612	\$ -	\$ 1,368,034
Cash - unrestricted	510,756	7,612	-	518,368
Cash - restricted/invested	849,666	-	-	849,666
Total cash	\$ 1,360,422	\$ 7,612	\$ -	\$ 1,368,034

EXHIBIT D

5-YEAR PROSPECTIVE FINANCIAL STATEMENTS

[ATTACHED]

**Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC**

Compilation of a Financial Projection

For Each of the Five Years Ending
December 31, 2024

(with Independent Accountants'
Compilation Report thereon)

**Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC**

Compilation of a Financial Projection

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Independent Accountants' Compilation Report

Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC
Wilmington, North Carolina

Management of Carolina Bay of Wilmington, LLC and Carolina Bay Management of Wilmington, LLC (collectively the "Company") and the day-to-day operating manager, Liberty Living Management, LLC (collectively "Management") is responsible for the accompanying financial projection of the Company, which comprises the projected combined balance sheets as of and for each of the five years ending December 31, 2024, the related projected combined statements of operations, changes in members' equity, and cash flows for each of the years then ending, and the related summaries of significant assumptions and rationale in accordance with guidelines for the presentation of a financial projection established by the American Institute of Certified Public Accountants ("AICPA").

The accompanying projection and this report were prepared for inclusion with the disclosure statement filing requirements of North Carolina General Statutes, Chapter 58, Article 64. Accordingly, this report should not be used for any other purpose.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the financial projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by Management. Accordingly, we do not express an opinion, a conclusion, or provide any form of assurance on this financial projection. The projected results may not be achieved as there will usually be differences between the prospective and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Furthermore, even if the hypothetical assumption occurs during the projection period that 12 new independent living garden flats (the "Garden Flats Project") is successfully marketed and achieves and maintains projected occupancy levels, there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Dixon Hughes Goodman LLP

Atlanta, Georgia
June 5, 2020

**Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC**

Projected Combined Statements of Operations and Changes in Members' Equity
For Each of the Five Years Ending December 31,
(In Thousands)

	2020	2021	2022	2023	2024
Revenue:					
Advance fee amortization	\$ 44	\$ 45	\$ 62	\$ 77	\$ 87
Independent living	8,522	8,753	9,089	9,439	9,803
Assisted living	1,367	1,435	1,507	1,582	1,662
Skilled nursing	1,650	1,729	1,815	1,908	2,008
Other revenue	210	215	219	224	228
Total operating revenue	11,793	12,177	12,692	13,230	13,788
Expenses:					
Independent living	295	307	313	319	325
Assisted living	481	491	500	510	521
Skilled nursing	1,002	1,022	1,042	1,063	1,085
Dietary	2,194	2,318	2,365	2,412	2,460
Housekeeping	380	389	397	404	413
Laundry and linen	89	91	93	94	96
General and administrative	1,473	1,505	1,535	1,565	1,597
Management Fees	620	638	664	692	722
Plant operations	843	870	888	906	924
Physical plant	124	127	129	132	134
Total operating expenses	7,501	7,758	7,926	8,097	8,277
 Operating income	 4,292	 4,419	 4,766	 5,133	 5,511
Other expenses:					
Rent expense	3,816	3,858	3,956	4,114	4,279
Depreciation and amortization	6	25	32	38	40
Total other expenses	3,822	3,883	3,988	4,152	4,319
 Net income	 470	 536	 778	 981	 1,192
 Members' equity, beginning of year	 118	 588	 1,124	 1,902	 2,883
Members' equity, end of year	\$ 588	\$ 1,124	\$ 1,902	\$ 2,883	\$ 4,075

**See accompanying Independent Accountants' Compilation Report and Summary of
Significant Projection Assumptions and Rationale**

**Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC**

Projected Combined Statements of Cash Flows
For Each of the Five Years Ending December 31,
(In Thousands)

	2020	2021	2022	2023	2024
Cash flows from operating activities:					
Net income	\$ 470	\$ 536	\$ 778	\$ 981	\$ 1,192
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	6	25	32	38	40
Advance fee amortization	(44)	(45)	(62)	(77)	(87)
Resident accounts receivable	(7)	(1)	(1)	(1)	(1)
Prepaid expenses	(24)	(9)	(5)	(5)	(5)
Accounts receivables - related parties	60	-	-	-	-
Intercompany receivable - Carolina Bay	480	(608)	(820)	(1,033)	(1,252)
Other assets	(38)	(30)	(28)	(28)	(29)
Deferred revenue, current portion	31	33	22	24	27
Accounts payable and other accrued expenses	115	74	33	34	34
Accrued payroll and related withholdings	12	4	3	2	2
Deferred revenue, non-current portion	94	99	98	117	131
Accounts payable - related parties	(166)	-	-	-	-
Intercompany payable - Carolina Bay	(890)	-	-	-	-
Cash flows from operating activities	99	78	50	52	52
Cash flows from investing activities:					
Capital additions	(24)	(37)	(38)	(39)	(40)
Cash flows from investing activities	(24)	(37)	(38)	(39)	(40)
Cash flows from financing activities:					
Cash flows from financing activities	-	-	-	-	-
Change in cash	75	41	12	13	12
Cash, beginning of year	1,378	1,453	1,494	1,506	1,519
Cash, end of year	\$ 1,453	\$ 1,494	\$ 1,506	\$ 1,519	\$ 1,531
Cash Reconciliation:					
Cash	\$ 511	\$ 512	\$ 512	\$ 512	\$ 512
Cash - restricted	942	982	994	1,007	1,019
Total cash	\$ 1,453	\$ 1,494	\$ 1,506	\$ 1,519	\$ 1,531

**See accompanying Independent Accountants' Compilation Report and Summary of
Significant Projection Assumptions and Rationale**

**Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC**

Projected Combined Balance Sheets
For Each of the Five Years Ending December 31,
(In Thousands)

Assets	2020	2021	2022	2023	2024
Current assets:					
Cash	\$ 511	\$ 512	\$ 512	\$ 512	\$ 512
Cash - restricted	942	982	994	1,007	1,019
Accounts receivable:					
Resident accounts receivable, net	23	24	25	26	27
Other	8	8	8	8	8
Prepaid expenses	259	268	273	278	283
Intercompany receivable - Carolina Bay	847	1,455	2,275	3,308	4,560
Total current assets	2,590	3,249	4,087	5,139	6,409
Non-current assets:					
Property and equipment	81	119	155	189	220
Deferred marketing costs, net of amortization	43	47	45	40	38
Total non-current assets	124	166	200	229	258
Total assets	\$ 2,714	\$ 3,415	\$ 4,287	\$ 5,368	\$ 6,667
Liabilities and Members' Equity					
Current liabilities:					
Deferred revenue, current portion	\$ 61	\$ 94	\$ 116	\$ 140	\$ 167
Accounts payable and accrued expenses	1,864	1,938	1,971	2,005	2,039
Accrued payroll and related withholdings	102	106	109	111	113
Total current liabilities	2,027	2,138	2,196	2,256	2,319
Non-current liabilities:					
Deferred revenue, net	99	153	189	229	273
Total non-current liabilities	99	153	189	229	273
Total liabilities	2,126	2,291	2,385	2,485	2,592
Members' equity	588	1,124	1,902	2,883	4,075
Total liabilities and members' equity	\$ 2,714	\$ 3,415	\$ 4,287	\$ 5,368	\$ 6,667

**See accompanying Independent Accountants' Compilation Report and Summary of
Significant Projection Assumptions and Rationale**

**Carolina Bay of Wilmington, LLC and
Carolina Bay Management of Wilmington, LLC**

Summary of Significant Projection Assumptions and Rationale

For Each of the Five Years Ending December 31, 2024

General

The accompanying financial projection presents, to the best of the knowledge and belief of management of Carolina Bay of Wilmington, LLC and Carolina Bay Management of Wilmington, LLC (collectively the “Company”) and the day-to-day operating manager, Liberty Living Management, LLC (the “Operating Manager”) (collectively, “Management”), the expected financial position, results of operations and changes in members’ equity, and cash flows of the Company as of and for the each of the five years ending December 31, 2024. Accordingly, the accompanying financial projection reflects Management’s judgment as of June 5, 2020, the date of this projection, of the expected conditions and its expected course of action during the projection period assuming that the hypothetical assumptions defined below occur. However, even if the hypothetical assumption stated below was to occur, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Management’s purpose in releasing this financial projection is for inclusion in the Company’s annual disclosure statement in accordance with Chapter 58, Article 64, of the North Carolina General Statutes. Accordingly, this report should not be used for any other purpose. The assumptions disclosed herein are those that Management believes are significant to the prospective financial statements.

Basis of Presentation – The prospective financial statements included in the projection have been prepared in accordance with the accounting principles generally accepted in the United States of America. Significant accounting policies are described in the appropriate assumptions and notes to the prospective financial statements. The assumptions described are not all-inclusive.

Hypothetical Assumptions – A hypothetical assumption is an assumption used in a financial projection to present a condition or course of action that is not necessarily expected to occur, but is consistent with the purpose of the presentation. Hypothetical assumptions are not derived from sources, which are based upon supporting documentation such as contracts, agreements, or other empirical data. Management has prepared its financial projection assuming the hypothetical assumption that the Garden Flats Project (hereafter defined) is successfully marketed and achieves and maintains projected occupancy levels.

Background

Carolina Bay at Autumn Hall (the “Community”) is an economic entity comprised of seven individual companies listed below. The Community provides senior living services in Wilmington, North Carolina. Services include providing and maintaining independent living rental apartments, assisted living services, skilled nursing care, and supporting services. The Community began operation in November 2015.

See Independent Accountants’ Compilation Report

Carolina Bay Properties of Wilmington, LLC (“Carolina Bay Properties”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of developing and owning real property and certain buildings of the Community.

Carolina Bay Properties of Wilmington II, LLC (“Carolina Bay Properties II”) is a North Carolina for-profit limited liability company formed for the purpose of developing and owning real property and certain buildings of the Community.

Carolina Bay Properties of Wilmington III, LLC (“Carolina Bay Properties III”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of developing and owning real property and certain buildings of the Community.

Carolina Bay Healthcare Center of Wilmington, LLC (“Carolina Bay Healthcare”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of leasing and operating the healthcare facilities at the Community. Carolina Bay Healthcare is owned by Wilmington AH Senior Housing JV Opco, LLC, a Delaware limited liability company.

Carolina Bay Healthcare Center Management of Wilmington, LLC (“Carolina Bay Healthcare Management”) is a North Carolina for-profit limited liability company formed for the purpose of employing the employees of and providing management services to Carolina Bay Healthcare.

Carolina Bay of Wilmington, LLC (“Carolina Bay Wilmington”) is a Delaware for-profit limited liability company registered to do business in North Carolina and formed for the purpose of leasing and operating the independent living units at the Community. Carolina Bay Wilmington is owned by Wilmington AH Senior Housing JV Opco, LLC, a Delaware limited liability company. Carolina Bay Wilmington operates a continuing care retirement community licensed by the State of North Carolina.

Carolina Bay Management of Wilmington, LLC (“Carolina Bay Wilmington Management”) is a North Carolina for-profit limited liability company formed for the purpose of employing the employees of and providing management services to Carolina Bay Wilmington.

Management’s projection includes the operations of Carolina Bay Wilmington and Carolina Bay Wilmington Management.

The Community currently consists of 135 independent living units (“Independent Living Units”), 70 assisted living units (“Assisted Living Units”), and 30 skilled nursing beds (“Skilled Nursing Beds”). The Assisted Living Units and Skilled Nursing Beds are collectively referred to as the “Healthcare Center”).

Carolina Bay Properties and Carolina Bay Healthcare hold the certificate of need (“CON”) for 52 adult care home beds and 18 Skilled Nursing Beds. Carolina Bay Properties, Carolina Bay Wilmington, and Carolina Bay Healthcare hold the CON for 30 Skilled Nursing Beds. The collective value of the CON is recorded as an intangible asset by Carolina Bay Properties. Carolina Bay Healthcare leases all 100 Assisted Living Units and Skilled Nursing Beds from Carolina Bay Properties. Included in these 100 units / beds are services for the 18 Assisted Living Units and 12 Skilled Nursing Beds (collectively the “Closed Beds”) reserved for residents of the Independent Living Units, the terms of which are governed through a healthcare services transfer agreement (the “Transfer Agreement”). The Independent Living Units and the Closed Beds are collectively defined as the “CCRC”.

See Independent Accountants’ Compilation Report

Intercompany Agreements

In 2016, Carolina Bay Wilmington and Carolina Bay Healthcare entered into the Transfer Agreement, under which Carolina Bay Healthcare will provide care to residents of the Independent Living Units through the operation of the Closed Beds. Under the terms of the Transfer Agreement, Carolina Bay Wilmington will collect daily service fees from residents occupying the Closed Beds and subsequently makes healthcare fee payments to Carolina Bay Healthcare equivalent to the amount of daily service fees collected for any Closed Bed occupied by a resident the Independent Living Units.

Carolina Bay Wilmington and Carolina Bay Healthcare have entered into management agreements with a fee of 5 percent of total revenues derived from Independent Living Units and 6 percent of total revenues derived from Assisted Living Units and Skilled Nursing Beds paid to Carolina Bay Management of Wilmington and Carolina Bay Healthcare Center Management, respectively.

Carolina Bay Properties entered into separate lease agreements with Carolina Bay Wilmington and Carolina Bay Healthcare, under which Carolina Bay Wilmington and Carolina Bay Healthcare makes payments to Carolina Bay Properties for use of the facilities (the “Lease Agreement”). The lease agreements have a term of 15 years.

Related Parties

Other entities owned by Liberty Healthcare Group, LLC provide other benefits the Community. These transactions are considered related party transactions and are settled through related party cash accounts and payments to the other entities.

Carolina Bay Management and Carolina Bay Healthcare Center Management entered into separate management agreements with the Operating Manager in which each company pays a management fee of 5 percent of total revenues derived from Independent Living Units and 6 percent of total revenues derived from Assisted Living Unit and Skilled Nursing Beds, respectively, to the Operating Manager, a related party to the Community (the “Management Fee”).

The Garden Flat Project

Management has completed construction of 12 new independent living garden flats (the “Garden Flats Project”). The Garden Flats Project became available for occupancy in May 2020.

The Community

The Community is located within Autumn Hall, a 236-acre mixed-use master planned community located near the Cape Fear Coast in Wilmington, North Carolina on a 20.5-acre site owned by Carolina Bay Properties and consists of the Independent Living Units, the Closed Beds, and the open Assisted Living Units and Skilled Nursing Beds, and related common spaces. The open beds shown in the following table, which summarizes the unit and bed configuration of the Community, are included for informational purposes and not considered as a part of Management’s projection.

See Independent Accountants’ Compilation Report

Table 1
Community Configuration

Unit Type	CCRC	Carolina Bay Healthcare	Carolina Bay Properties
Independent Living Units	147 ⁽¹⁾	-	147
Assisted Living Units	18 ⁽²⁾	52	70
Skilled Nursing Beds	12 ⁽²⁾	18	30
Total Units/Beds	177	70	247

Source: Management

(1) The Independent Living Units include 12 units associated with the Garden Flats Project, which opened in May 2020.

(2) The Closed Beds available to CCRC Residents are operated by Carolina Bay Healthcare.

Unit Configuration and Fees

The following table summarizes the types of units, approximate square footage, current monthly fee (“Monthly Fee”) or daily fees (“Daily Fee”) of the CCRC:

Table 2
Independent Living Units and the Closed Beds Configuration and Fees

Unit Type	Number of Units	Square Footage	Monthly Fee ⁽¹⁾⁽²⁾⁽³⁾
<i>Independent Living Units:</i>			
Apartments:			
One bedroom	56	798	\$ 4,261
One bedroom/den	19	944	4,831
Two bedroom	19	1,143	5,074
Two bedroom/den	29	1,477	6,171
Garden Flats			
Two bedroom	10	1,276-1,900	7,112
Two bedroom/den	14	1,513-1,748	6,769
Total / Weighted Average	147	1,135	\$ 5,249
<i>Closed Beds-Assisted Living:</i>			
Standard	12	541	\$ 6,521
Memory Care	6	360	6,855
Total / Weighted Average	18	481	\$ 6,632
<i>Closed Beds-Skilled Nursing:</i>			
			Daily Service Fee
Private			\$ 300
Medicare – Traditional			483
Medicare – Managed Care			393
Total / Weighted Average	12	346	392
Total Units / Beds	177		

Source: Management

See Independent Accountants’ Compilation Report

- (1) Residents of the Independent Living Units are required to pay a one-time non-refundable fee equal to one month's Monthly Fee (the "Community Fee"); a one-time non-refundable fee equal to one month's Monthly Fee (the "Apartment Selection Fee"); and a one-time refundable security deposit equal to one month's Monthly Fee (the "Security Deposit").
- (2) The second person Monthly Fee is \$695 for the Independent Living Unit Apartments and \$450 for the Independent Living Unit Garden Flats.
- (3) Monthly Fees and Daily Service Fees increase each January. Residents renew their respective leases at renewal dates throughout the year. The Monthly Fees and Daily Service Fees shown are an average of the Monthly Fees and Daily Service Fees effective January 1, 2019 and January 1, 2020.

COVID-10 Pandemic

On March 11, 2020, the World Health Organization declared the highly contagious respiratory disease named "coronavirus disease 2019" ("COVID-19") to be a pandemic, and on March 13, 2020, a national emergency was declared in the United States. The Centers for Disease Control and Prevention has confirmed the spread of COVID-19 to the United States, including North Carolina. In response, the federal government and a large number of state governments, including North Carolina, have imposed measures to curtail certain aspects of public life in an effort to contain COVID-19.

In addition to the direct impact to the health care industry, global investment and financial markets (including in the United States) have experienced substantial volatility, with significant declines attributed to COVID-19 concerns and associated economic impacts of the curtailment of public life described above. As with nearly all industries and companies operating through the COVID-19 pandemic, the Company expects to encounter further volatility and disruption in its operations and in the local, national and global economies.

An outbreak of an infectious disease, including the growth in the magnitude or severity of COVID-19 cases in the Company's service area, could result in an abnormally high demand for health care services. Further, the changing global economic conditions or global health concerns surrounding the COVID-19 pandemic may also affect the Company's partners, suppliers, distributors and payors, potentially disrupting or delaying the Company's supply chain, project construction progress and reimbursement by private payors.

The extent of COVID-19's effect on the Company's operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. As a result, the potential impact of the COVID-19 pandemic could materially adversely impact the Company's financial condition, liquidity and results of operations, as well as national and local economies. Management has not estimated the potential impact of COVID-19 in its projection.

See Independent Accountants' Compilation Report

Residency and Care Agreement

Services - The residency agreement (“Residency and Care Agreement”) is a rental contract under which the Company is obligated, upon payment by the resident (the “Resident” or “Residents”) of a Security Deposit, Community Fee, Apartment Selection Fee and ongoing payment of the Monthly Fee, to provide certain services to the Resident. While the Resident occupies an Independent Living Unit, services provided include:

- Utilities, except telephone and internet service;
- Declining balance meal plan;
- Weekly housekeeping services:
- Interior unit and appliance maintenance;
- Maintenance of common areas and grounds;
- Use of common areas and wellness center;
- Uncovered parking;
- Scheduled transportation; and
- 24-hour emergency response system

Optional services, including covered parking, personal laundry, additional transportation, additional dining, and additional housekeeping services, are available for an extra charge.

Healthcare Benefit - The Company, through its arrangement with Carolina Bay Healthcare set forth in the Transfer Agreement, is to provide Residents temporary or permanent assisted living, memory care, and skilled nursing services in the Healthcare Center, within the limits of Carolina Bay Healthcare’s licensure. Residents receive an annual, non-cumulative discount of 10 percent from the then current direct admission rate, during the first 30 days of residency in the Healthcare Center.

Admittance Standards – Prior to taking occupancy of a selected Independent Living Unit, the Resident will execute a Residency and Care Agreement. The terms of the Residency and Care Agreement require the Company to accept persons at least 62 years of age at the time of occupancy, who demonstrate the ability to live independently, and meet the financial obligations as a Resident. A reservation requires a signed Residency and Care Agreement and the payment of a Security Deposit, a non-refundable Apartment Selection Fee, and a one-time, non-refundable Community Fee. Upon occupancy, Residents are expected to pay an ongoing Monthly Fee.

Terms of Residency – The initial Residency and Care Agreement shall be for a term of thirteen months. After the initial term, the Resident has the option, each year, of executing another Residency and Care Agreement for thirteen months. If another thirteen-month Residency and Care Agreement is not executed, the Residency and Care Agreement will expire at the end of the term.

See Independent Accountants’ Compilation Report

Termination by the Resident Prior to Occupancy – The Resident may cancel at any time and for any reason during the 30-day rescission period as defined in the Residency and Care Agreement (the “Rescission Period”) and will receive a refund of any fees paid less a service charge. After the Rescission Period, the Resident may terminate the Residency and Care Agreement prior to moving into the Community by giving thirty (30) days’ prior written notice. Under this circumstance, the Apartment Selection Fee and Community Fee become non-refundable after the Rescission Period.

Termination by the Resident After Occupancy – The Resident may terminate the Residency and Care Agreement after moving into the Community by giving thirty (30) days’ prior written notice of termination, which shall be effective and irrevocable upon delivery. If the Resident terminates the Residency and Care Agreement prior to the expiration of the initial term or renewal term, then the Resident will be liable for the Monthly Fee until the date that all of the Resident’s personal belongings are removed from the unit. In addition, the Resident will be responsible for payment of liquidated damage of one month’s rental charge.

The Residency and Care Agreement will automatically terminate upon death of the Resident (unless there is a surviving joint Resident) and a personal representative will have thirty (30) days from date of death to remove personal property from the Independent Living Unit. The Resident’s estate is obligated to pay the Monthly Fee until the removal of possessions from the Independent Living Unit and key return to administration.

Termination by the Company – The Company may terminate the Residency and Care Agreement for just cause to include: (i) breach of agreement; (ii) misrepresenting information in the admission process; (iii) failure to pay any charges; (iv) Resident becomes infected with dangerous or contagious disease; or (v) violation of any reasonable procedures at the Community.

See Independent Accountants’ Compilation Report

Summary of Significant Accounting Policies

Basis of Accounting and Presentation – The Company is assumed to maintain its accounting and financial records according the accrual basis of accounting.

Cash and Cash Equivalents – Cash and cash equivalents include cash on hand and cash on deposit held by one financial institution.

Restricted Cash – Restricted cash includes refundable priority deposits (the “Priority Deposit”) received from future residents and security deposits (the “Security Deposit”) received from Residents upon execution of a Residency and Care Agreement, which are held in accordance with statute, law or regulation of the federal, state, and local government. The Priority Deposit will be applied to the Security Deposit paid by the Resident upon execution of a Residency and Care Agreement.

Related-Party Transactions – The principal members of the Company and other entities which they own or with which they are associated are considered related parties. Management monitors cash flow at each related party entity and transfers cash on an as-needed basis. The cash flows between non-Company related parties are classified as non-current receivables/payables.

Statutory Operating Reserve - North Carolina General Statute section 58-64-33, requires licensed continuing care retirement communities to maintain an operating reserve equal to fifty percent (50%) of the total projected operating costs (adjusted for non-cash items) in a given year. If a continuing care retirement community maintains a combined independent and assisted living occupancy in excess of 90 percent, the operating reserve amount required equals 25 percent (25%) of projected operating expenses (adjusted for non-cash items). The reserve may be funded by cash, invested cash, or investment grade securities. Management assumes that the statutory operating reserve will be funded by an irrevocable standby letter of credit from a financial institution.

Deferred Revenue – The non-refundable Community Fee is amortized into income over the estimated average length of stay of the Residents in the Independent Living Units and Assisted Living Units, assumed to be five and two years, respectively.

Lease Accounting – The Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2016-02, Lease Accounting Standard in February 2016. ASU 2016-02 requires all leases with lease terms over twelve months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of operations. The Company is currently in the process of evaluating the impact of adoption of this ASU and has not made final determinations. Therefore, for purposes of the projection ASU 2016-02 has not been implemented by the Company.

Property and Equipment – Property and equipment are recorded at cost. Depreciation is calculated on the straight-line method over the estimated useful lives of depreciable assets or the term of the depreciable assets. The cost of maintenance and repairs is charged to operations as incurred, whereas significant renewals and betterments are capitalized.

See Independent Accountants’ Compilation Report

Deferred Marketing Costs – Management has implemented ASU No. 2014-09 “Revenue from Contracts with Customers” and adopted the treatment of deferred marketing costs. Under the new standard, the Company capitalizes marketing sales commissions associated with securing new Residency and Care Agreements as an asset and amortizes these commissions over the estimated term of the respective Residency and Care Agreements.

Income Taxes – The Company has elected to be treated as a partnership for income tax purposes. The Company’s taxable income, its losses, and other pass-through items will be reported on the members’ tax returns. Accordingly, no provision for income taxes has been included in the projections.

Summary of Revenue Assumptions

The following table summarizes the assumed utilization of the Independent Living Units and Closed Beds:

Year Ending December 31,	Beginning of Year	Units Added ⁽¹⁾	End of Year	End of Year Units Occupied ⁽²⁾	Occupied Percentage
<i>Independent Living Units:</i>					
2020	135	12	147	138	94%
2021	147	-	147	140	95%
2022	147	-	147	140	95%
2023	147	-	147	140	95%
2024	147	-	147	140	95%
<i>Closed Beds (2020 – 2024):</i>					
Assisted Living Units	18	-	18	17	94%
Skilled Nursing Beds ⁽³⁾	12	-	12	11	92%

Source: Management

- (1) The Garden Flats Project became available for occupancy in May 2020. Management anticipates the Garden Flats Project to fill to an approximate 100 percent occupancy level over a 16-month period at an average of approximately 0.75 move-in per month.
- (2) The double occupancy percentage for the Independent Living Unit Apartments and Independent Living Unit Garden Flats is assumed to be 28 percent and 100 percent, respectively, throughout the projection period.
- (3) The payor mix for the Closed Beds is assumed to be as follows: private pay: 37 percent; Medicare-traditional: 50 percent; and Medicare-managed care: 13 percent.

Independent Living Revenue

Resident service revenue for Residents living in the Independent Living Units is based upon the assumed Monthly Fees for services provided to Residents and the assumed occupancy of the Independent Living Units. Monthly Fees for the Independent Living Units are assumed to increase 4.0 percent annually throughout the projection period.

See Independent Accountants’ Compilation Report

Assisted Living Revenue

Resident service revenue for Residents living in the Closed Beds related to the Assisted Living Units is based upon assumed Monthly Fees for services provided to Residents and the assumed occupancy of the Assisted Living Units. Monthly Fees for the Assisted Living Units are assumed to increase 5.0 percent annually throughout the projection period.

Skilled Nursing Revenue

Resident service revenue for Residents living in the Closed Beds related to the Skilled Nursing Beds is based upon assumed daily fees for services provided to Residents and the assumed occupancy of Skilled Nursing Beds. Daily Service Fees for Skilled Nursing Beds are assumed to increase 5.0 percent annually throughout the projection period.

Other Revenue

Revenue from other revenue is assumed to be generated from guest meals and other miscellaneous sources and is assumed to increase 2.0 percent annually during the projection period.

Summary of Operating Expense Assumptions

Salaries, Wages and Employee Benefits

Salaries, wages and employee benefits are assumed to increase 2.0 percent annually.

Non-Salary Expenses

Non-salary expenses are assumed to increase approximately 2.0 percent annually.

Management Fee Expense

The Company pays the Management Fee for the day-to-day management of the Independent Living Units and the Closed Beds. The Management Fee is based on 5.0 percent of Independent Living Units revenue and 6.0 percent of Assisted Living Units and Skilled Nursing Beds revenue.

Rent Expense

The Company leases property owned by Carolina Bay Properties. Under the terms of the Lease Agreement, Carolina Bay Wilmington pays Carolina Bay Properties a base rent amount plus surplus rent based on specific revenue breakpoints. The base rent payment is calculated on a straight-line basis over the amortization period and approximates \$126,000 monthly. The surplus rent is calculated on varying percentages related to revenue breakpoints of approximately \$375,000 and \$542,000 for Independent Living revenue.

See Independent Accountants' Compilation Report

Statutory Operating Reserve

The following table summarizes the projected Statutory Operating Reserve, which is calculated as a percentage of the Company subsequent year's budgeted cash operating expenses.

	2020	2021	2022	2023	2024
Projected operating expense	\$ 11,323	\$11,641	\$11,914	\$ 12,249	\$ 12,596
Add:					
Annual debt service on long-term debt	-	-	-	-	-
Subtract:					
Depreciation	(6)	(10)	(13)	(16)	(20)
Amortization	-	(15)	(19)	(22)	(20)
Projected operating expenses-adjusted	11,317	11,616	11,882	12,211	12,556
Operating reserve % required ⁽¹⁾	25%	25%	25%	25%	25%
Operating reserve	\$ 2,829	\$ 2,904	\$ 2,971	\$ 3,053	\$ 3,139
Independent Living Units:					
Available	165	165	165	165	165
Occupied	155	157	157	157	157
Occupancy percentage	94%	95%	95%	95%	95%

Source: Management

- (1) North Carolina state statute requires an operating reserve 50% or 25% of projected operating expenses-adjusted for occupancy of independent and assisted living below 90% or 90% or above, respectively.
- (2) Management satisfies the statutory operating reserve requirement through an irrevocable standby letter of credit with a financial institution.

Current Assets and Current Liabilities

Operating revenue as used below includes net resident service fee revenue. Operating expenses as used below exclude amortization, depreciation and interest expense. Management has assumed working capital components based on the Company historical trends and are outlined in the following table:

Accounts receivables, net	1 day of operating revenues
Prepaid expenses	13 days of operating expenses
Accounts payable and accrued expenses	45 days of operating expenses
Accrued payroll and related withholdings	5 days of operating expenses

Source: Management

See Independent Accountants' Compilation Report

EXHIBIT E

CONTRACT FOR INDEPENDENT LIVING CONTINUING CARE

[ATTACHED]



CAROLINA BAY

AT AUTUMN HALL

Residency and Care Agreement

**630 Carolina Bay Drive
Wilmington, North Carolina 28403
(910) 769-7500**

5/31/2020

**Term of Agreement Begins
("Occupancy Date"): _____**

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CAROLINA BAY AT AUTUMN HALL

RESIDENCY AND CARE AGREEMENT

This RESIDENCY AND CARE AGREEMENT (the “Agreement”) is made this ___ day of _____, _____, between CAROLINA BAY OF WILMINGTON, LLC, a Delaware for-profit limited liability company registered to do business in North Carolina (the “Company” or “Community”) and _____ and _____ (herein individually or collectively called “Resident”). If two persons desire to share an Apartment enter into this Agreement, the term Resident shall apply to them jointly and severally and to the survivor of them.

WITNESSETH:

WHEREAS, the Company leases and operates the continuing care retirement community known as CAROLINA BAY AT AUTUMN HALL (the “CCRC”), located at 630 Carolina Bay Dr., Wilmington, North Carolina; and

WHEREAS, the Resident desires to use and occupy an apartment or garden flat unit (referred to collectively herein as an “Apartment”) located in the CCRC’s rental independent living buildings (the “Independent Living Buildings”); and

WHEREAS, and the Company desires to make the selected Apartment available to the Resident.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which the parties hereto acknowledge, and the full and faithful performance of all terms, covenants and conditions herein contained, the Resident and the Company hereby agree as follows:

1. Eligibility Requirements and Procedures.

The Resident will be qualified for admission as an occupant of the CCRC on the following terms and conditions:

- a. Age Criteria. The requirements for admission into the CCRC are nondiscriminatory except as to age. Admission is restricted to persons sixty-two (62) years of age or older with the exception of a younger second occupant. An underage second occupant may be approved for residency in the Apartment in the Company’s sole discretion but must, at a minimum, be at least fifty (50) years of age and meet the other requirements for residency in the CCRC. The Company reserves the right to limit the number of residents under the age of sixty-two (62) that will live in the CCRC.
- b. Preliminary Health Screen. The Resident must be capable of living independently and must satisfy the then current independent living criteria as published by the Company, which criteria may be amended from time to time in the Company’s sole discretion. The Resident shall provide to the Company an internal preliminary health screen (the “Preliminary Health Screen”), substantially in the form attached

to the Apartment Selection Agreement executed by the Resident and the Company dated as of the ___ day of _____, 20__ (the “Apartment Selection Agreement”), completed by the Resident’s primary physician and certifying that the Resident meets the independent living criteria within the period outlined in Section 1.e. of this Agreement.

- c. Apartment Selection Agreement. At the time of selecting an Apartment, the Resident completed an Apartment Selection Agreement and submitted it to the Company along with an Apartment Selection Fee and Community Fee, as defined in Sections 7.a. and 7.b., respectively, of this Agreement. In the event of any conflict between the provisions of the Apartment Selection Agreement and this Agreement, the provisions of this Agreement shall control.
- d. Disclosure Statement. Upon execution of this Agreement, the Company will provide the Resident a copy of the CCRC’s Disclosure Statement (the “Disclosure Statement”) which fully describes the organization, facilities, policies, services, fees, financial condition, projections, and the vital information related to the CCRC. Included in the Disclosure Statement is a copy of this Agreement.
- e. Application. Within thirty (30) days of execution of the Apartment Selection Agreement, the Resident will complete a Preliminary Health Screen and a confidential financial statement, all on the forms provided by the Company, and deliver the same (all such documents collectively referred to herein as, the “Application Forms”) to the Company.
- f. Interview. The Resident must have an interview with a representative from the Company prior to being approved for residency in the CCRC. This interview may include a non-medical assessment of the Resident(s) as an initial step in determining the whether the requirements for residency may be met.
- g. Financial Condition. The Company must be satisfied that the Resident has the financial income and assets to pay the Monthly Service Fee (as defined in Section 7.d. of this Agreement), extra meal charges, charges for additional services, personal living expenses, and the future adjustments of these charges during the term of this Agreement. Immediately prior to the Occupancy Date (as defined in Section 1.n. of this Agreement), the Resident will affirm to the Company that the Resident’s financial situation does not differ materially or adversely from the financial situation as presented in the Application Forms (substantially in the form attached to the Apartment Selection Agreement). If the Resident’s then personal financial situation differs materially and adversely from the Resident’s prior financial situation, the Company may terminate this Agreement. After the Occupancy Date, the Company may require updated financial information. In the case of two Residents occupying an Apartment, and in the event of the death of one of the occupants, the surviving Resident will be required to submit an update of the original Application Forms within thirty (30) days after the Company’s request for the same.

- h. Health Insurance. Prior to the Occupancy Date, the Resident shall provide evidence of health insurance coverage to the Company at a level reasonably satisfactory to the Company.
- i. Review of Application. The Company will review the completed Application Forms as a basis for initial approval for residency in the CCRC. The Company will accept or deny an application based on the criteria and policies it has established, as the same may be amended from time to time. The Company will notify the Resident in writing of its decision on the application.
- j. Physician's Report. Thirty (30) days prior to the Occupancy Date (as defined in Section 1.o. of this Agreement), the Resident is required to submit to the Company an updated Preliminary Health Screen. The Company will respect the privacy of the Resident's personal health information and is committed to maintaining the Resident's confidentiality.
- k. Representations and Warranties. The Resident affirms that the representations made in the Application Forms or other statements of financial capability are accurate and reflect the Resident's current status. The Resident acknowledges that such representations are the basis for which the Company agrees to enter into this Agreement.
- l. Authorization to Release Medical Information. As a part of the application process, the Resident agrees to execute any such authorization forms as required by the Company to obtain the information concerning the Resident's medical history and condition necessary to enable the Company to adequately evaluate whether the Resident is appropriate for residency in the CCRC.
- m. Will, Durable Power-of-Attorney and Healthcare Directives. Thirty (30) days prior to the Occupancy Date, the Resident shall have in place a valid and enforceable will, identifying an Executor of the Resident's estate, that provides for the distribution of his or her assets and personal effects. Such will or other document of instruction shall include adequate provisions regarding burial or cremation directions and other funeral arrangements. Furthermore, prior to the Occupancy Date, the Resident shall deliver, and during the term of this Agreement shall maintain, a valid and effective North Carolina Durable Power of Attorney (the "Power-of-Attorney") and a living will or health care Power-of-Attorney (the "Health Directive") enforceable in accordance with the laws of the State of North Carolina. The Power-of-Attorney shall designate as the Resident's attorney in-fact any responsible person, including but not limited to, a lawyer, banker, or relative, to act on behalf of the Resident in the managing of the Resident's affairs and filing of the Resident's insurance or other benefits as fully and completely as if the Resident were acting personally. The Power-of Attorney shall be in such form that survives the Resident's incapacity or disability and otherwise be satisfactory to the Company. The Health Directive shall name a responsible person capable of making health care decisions in the case of incapacity or emergency.

- n. Notification of Availability. If the Resident is approved for residency in the CCRC, the Company will notify the Resident of the projected date of availability for occupancy (the “Notice of Availability Date”) and the Resident will have sixty (60) days from date of the Notice of Availability Date to occupy the Apartment (the date of occupancy hereinafter referred to as the “Occupancy Date”) and begin paying the Monthly Service Fee. If the Resident is not approved for residency in the CCRC, this Agreement shall be terminated and all payments made by the Resident before such termination, less those costs or other charges that are non-refundable pursuant to the terms of this Agreement, shall be refunded by the Company within thirty (30) days.

2. Basic Services and Programs.

Subject to the terms and conditions of this Agreement, the following basic services (collectively “Basic Services”) are included in the Monthly Service Fee (defined below):

- a. Description of Apartment. The Resident shall be entitled to the exclusive use of Apartment _____ located in the CCRC’s Independent Living Building.
- b. Appliances and Furnishings. The Apartment shall include the following appliances and furnishings:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Window coverings | <input checked="" type="checkbox"/> Standard flooring |
| <input checked="" type="checkbox"/> Electric range | <input checked="" type="checkbox"/> Self-cleaning oven |
| <input checked="" type="checkbox"/> Refrigerator/freezer with icemaker | <input checked="" type="checkbox"/> Garbage disposal |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Dishwasher |
| <input checked="" type="checkbox"/> Washer and dryer | <input checked="" type="checkbox"/> Smoke and fire detectors |
| <input checked="" type="checkbox"/> Climate control system | <input checked="" type="checkbox"/> Hot water heater |
| <input checked="" type="checkbox"/> 24-hour emergency call system | <input checked="" type="checkbox"/> Other permanent fixtures |

All other appliances and furnishings are to be provided by Resident.

- c. Utilities. The following utility fees are included in the Monthly Service Fee:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Heating | <input checked="" type="checkbox"/> Air conditioning |
| <input checked="" type="checkbox"/> Water | <input checked="" type="checkbox"/> Sewer |
| <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Electricity |
| <input checked="" type="checkbox"/> Basic cable television | <input checked="" type="checkbox"/> Pest control |
| <input checked="" type="checkbox"/> Trash removal | |

- d. Meals. As part of the Monthly Service Fee, the Resident shall be given a monthly declining balance meal plan credit (the “Declining Balance Meal Credit”). The Resident shall be entitled to dine in any of the CCRC’s dining options and charges for the food and beverages, except for alcoholic beverages, of the Resident and any guest of the Resident shall be deducted from such Declining Balance Meal Credit.

Upon termination of this Agreement, any unused portion of the Declining Balance Meal Credit shall be forfeited. If the monthly charges of the Resident exceed the amount of the monthly Declining Balance Meal Credit, such additional charges shall be billed to the Resident on a monthly basis.

- e. Maid Service. The Resident agrees to keep the Apartment in a clean and orderly condition. On a weekly basis, the Company will provide basic housekeeping services in the Apartment. Please refer to basic cleaning schedule provided to resident at time of move in.
- f. Maintenance Services. The Company will be responsible for normal wear and tear, maintenance and replacement of the property, furnishings and equipment owned by or leased by the Company for use in the CCRC. The Resident will be responsible for any damage to such property, furnishings and equipment, including the cost of repair or replacement or the diminution in value thereof, caused by the Resident, the Resident's guests or the Resident's pets. The Resident will be responsible for the maintenance and repair of the Resident's personal property.
- g. Changes to Apartment. Any structural or physical change or redecoration and remodeling of any kind within or outside the Apartment may only be made by the Resident only with the prior written consent of the Company, which shall be granted at the Company's sole discretion, and at the sole expense of the Resident. All such improvements or changes shall be the property of the Company. Upon vacating the Apartment, the Resident, or the Resident's estate, shall be responsible for the costs of returning the Apartment to the condition that existed prior to the Resident taking possession of the Apartment.
- h. Grounds Keeping. The Company will maintain and repair the CCRC's grounds, including lawns, trees and shrubbery. Personal plantings and customization of landscaped areas are subject to the Company's approval.
- i. Use of CCRC Common Areas. The Resident has the non-exclusive right, along with other residents, to use the CCRC's common areas, including, but not limited to, the dining rooms, lounges, lobbies, library, social and recreational rooms and designated outdoor activity areas.
- j. Use of the Wellness Center. The Company will provide health and wellness programs and services at its on-site wellness center (the "Wellness Center"), including use of fitness equipment, exercise classes, use of an indoor heated pool and certain wellness education programs. The Resident will be advised of any required fee for a wellness program before enrolling in such program.
- k. Programs. Recreational, social, educational and cultural programs will be coordinated by the CCRC's staff. Some activities are subject to an additional charge.
- l. Parking. The Company will provide parking areas for one personal vehicle and limited parking for the Resident's guests.

- m. Transportation. The Company will provide scheduled transportation to locations routinely visited by residents of the CCRC such as shopping centers, medical offices and social events. Some transportation is subject to an additional charge.
- n. Emergency Response System. The Company will provide, on a twenty-four (24) hour basis, an emergency call system. Response to a call shall be limited to an evaluation of the Resident's needs. If other medical response is determined to be necessary, the Resident is responsible for any costs associated with such other medical response, including emergency medical transportation.
- o. Insurance. The Company will maintain general liability and hazard insurance on the property within the CCRC owned or leased by the Company, but will not be responsible for the Resident's personal property.

3. Optional Services.

A schedule of fees for services provided at extra cost including, but not limited to those optional services described below (collectively "Optional Services"), shall be established by the Company and shall be made available to the Resident. The Optional Services currently expected to be offered by the Company include the following:

- a. Transportation Services. If the Resident requests transportation in addition to that provided as a Basic Service, the Company may provide such transportation service provided that the Company has adequate transportation staff available at such date and time and to destinations that the Company identifies as being within the geographic area of transportation services.
- b. Food Services. If the Resident requests food services or catered services in addition to those provided as a Basic Service, the Company may provide such additional food services or catered services for an additional cost.
- c. Tray Service. The Resident may request that meals be delivered to the Apartment ("Tray Service") for a delivery charge; provided however, that Tray Service may not be requested for more than three (3) consecutive days except at a physician's or nurse's direction.
- d. Activities. Due to their special nature, a special fee may be required for some wellness and life enrichment programs.
- e. Additional Maid Service. If the Resident requests or requires housekeeping services in addition to those provided as a Basic Service, the Company may provide such services if staff is available to provide such services.
- f. Spa Services. Spa and personal care services in the Wellness Center will be available in accordance with a published fee schedule.
- g. Upgraded Television Channels. Upgraded television channels will be available to the Resident in accordance with a published fee schedule.

- h. Additional Parking. Additional parking, including garage parking if available, may be made available to the Residents in accordance with a published fee schedule.
- i. Personal Emergency Transmitter. The provision of a Personal Emergency Transmitter (“PET”) which shall transmit to the CCRC Concierge Desk.

4. Terms of Residence.

- a. Term of Agreement. The initial term of this Agreement shall be for thirteen (13) months beginning on the Occupancy Date (the “Term”). After the initial Term, this Agreement will automatically renew for additional thirteen (13) month periods, unless terminated in accordance with Section 8 below. Prior to the expiration of the initial Term or any renewal Term, the Company reserves the right to present the Resident with a new version of the Company Residency and Care Agreement for signature by the Company and the Resident.
- b. Nature and Extent of Rights. The Resident’s right to occupy the Apartment shall exist and continue unless terminated as provided in this Agreement. Nothing contained herein shall be construed or is intended to require that the Company care for the Resident after expiration or termination of this Agreement.
- c. Terms of Occupancy. Signing of this Agreement does not deliver title to real or personal property, and this Agreement may not be assigned, transferred, inherited or devised. Any rights, privileges, benefits, or interests created by or under this Agreement shall be subordinated to any mortgage, deed of trust, or other security interest created on any of the premises or interests in the real estate comprising the CCRC and to all amendments, modifications, replacements or refunding thereof. The Resident agrees to execute and deliver any document required by the Company or by the holder of any mortgage, deed of trust or other interest to evidence or effect such subordination.
- d. Alteration or Modification. Notwithstanding any other provisions in this Agreement, the Company may alter or modify the Apartment to meet requirements of any statute, law or regulation of the federal, state or local Government. The Resident may not, without prior written consent of the Company, make any alterations or modifications to the Apartment.
- e. Use. The Apartment shall be used for residential purposes only and shall not be used for business or professional purposes, or in any manner in violation of any zoning or health ordinances.
- f. Permitted Occupants. The Resident(s) named herein and no other person shall reside in or occupy the Apartment during the term of this Agreement, except with the express prior written approval of the Company. If a second occupant who is not a party to this Agreement is accepted for residency in the CCRC after the date of this Agreement, such acceptance shall be subject to the approval of the Company and adherence to policies then governing all other admissions and such second

resident shall enter into a Residency and Care Agreement. If the second occupant does not meet the requirements for residency, or does not execute a Residency and Care Agreement, he or she shall not be permitted to occupy the Apartment.

- g. Transfers. Should the Resident desire to transfer to another Apartment, the Resident must notify the Company in writing. Following receipt of this request, and subject to availability, the Company may grant the Resident an option to move to the next available Apartment of the size requested. Upon transfer to a new residence, the Monthly Service Fee for the month in which the move takes place shall be prorated to reflect the percentage of the month that the Resident spends in each type of residence. With all transfers, there will be an up-fitting charge for the vacated residence based on the current rate established by the CCRC at the time of the transfer. The Resident will move all furnishings and belongings to the new residence within ten (10) days of the established occupancy date for the new residence. Any moving expense will be the responsibility of the Resident.
- h. Death or Transfer of One Resident. If one of the Residents named herein dies, moves out or is permanently transferred to the Healthcare Center or any other nursing center, the remaining Resident will continue to be bound by the terms of this Agreement except that the Monthly Service Fee will be reduced to the single occupancy rate then in effect.
- i. Rules and Regulations. The Resident and its guests and invitees shall comply in all respects with the CCRC's operating rules and regulations (the "Rules and Regulations") established by the Company from time to time. The Company may revise or amend such Rules and Regulations at any time in its sole discretion. A copy of the Rules and Regulations will be made available to the Resident.
- j. Pets. Subject to the prior written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company, pets may be permitted in the Apartments. All pets must be on a leash at all times while not in a Resident's Apartment. Pets must be healthy, have current shots and rabies immunization, and be free of fleas and other parasites. The Resident must provide the Company with documentation that their pets have received all required shots and immunizations. The Resident is responsible for any costs expended by the Company for the failure of the Resident to adhere to the CCRC's pet policy, including, but not limited to, the cost of disinfection, cleaning and fumigation. Pets are prohibited in the dining spaces, the Wellness Center, the multipurpose room, the chapel, and the art space and activity rooms. The Resident understands and agrees that the pet must be removed from the Apartment, upon fourteen (14) days' prior written notice from the Company, if the pet becomes a nuisance to other residents of the CCRC, as determined by the Company in its sole and absolute discretion. The Resident agrees that if the Resident has been approved to have a pet living in the Apartment, and elects to do so, the Resident shall pay a non-refundable pet fee in the amount posted at the time the pet is registered.

- k. Smoking Policy. The CCRC is smoke-free. No smoking is permitted in the Apartment (to include any balconies) or in any other building or location in or on the CCRC's premises. The Resident agrees to abide by the CCRC's Rules and Regulations concerning smoking.

5. Nursing and Healthcare Services.

The CCRC will provide the Resident temporary or permanent assisted living services, assisted housing with services, and skilled nursing services (the "Healthcare Services") in the healthcare center adjacent to the CCRC (the "Healthcare Center"). A number of the beds in the Healthcare Center have been designated as "closed beds" under state laws and/or regulations and, as such, are reserved for Residents (the "Closed Beds"). In the event that these Closed Beds are fully occupied, the Resident will be given priority access to the available unreserved beds (the "Open Beds"). Service in the Healthcare Center shall be provided within the limits of the Company's license.

If the appropriate level of Healthcare Services based upon the needs of the Resident may not be obtained or are not provided within the Healthcare Center, such level of care must be obtained from another provider of healthcare services, including, but not necessarily limited to, a hospital, and the costs of those services shall be the sole responsibility of the Resident. The Resident (i) acknowledges and agrees that the Company will not be responsible for any claims, damages or expenses resulting from injury or death suffered by the Resident that is caused by, attributable to or in any way connected with the negligence or intentional acts or omissions of the physicians, employees or agents of any such other provider of healthcare services and (ii) releases the Company from liability for any such claims, damages or expenses.

6. Transfers of Resident

- a. Direct Transfer to the Healthcare Center. If after the execution of this Agreement and prior to the Occupancy Date, the Resident's health or mental condition is such that, in the sole discretion of the Company, the Resident no longer meets the qualifications to live independently in the CCRC, and this Agreement is not otherwise terminated, the Resident may be transferred directly to the Healthcare Center. All fees and other charges due must be paid prior to any direct transfer. In the event there is more than one Resident occupying the Apartment, and one Resident is transferred directly to the Healthcare Center, the other Resident shall continue to be obligated under this Agreement and pay the required Monthly Service Fee applicable to a single resident.

In the event the Healthcare Center is not yet completed and licensed to operate and the Resident's health or mental condition is such that, in the sole discretion of the Company, the Resident is precluded from living independently in the CCRC (the "Healthcare Transfers"), the Company will enter into a Transfer Agreement with a skilled nursing facility in reasonable proximity to the Company (the "Transfer Facility") pursuant to which the Transfer Facility shall agree to accept appropriate Healthcare Transfers from the Company. The Company will provide transportation

to the Healthcare Transfers to the Transfer Facility until such time as the Healthcare Center is available; provided however, the cost of the care at such Transfer Facility will be the responsibility of the Healthcare Transfer.

- b. Transfers to the Healthcare Center. The Resident agrees that the Company shall have the right to determine whether the Resident should be temporarily or permanently transferred from the Apartment to the Healthcare Center or from one level of care at the Healthcare Center to another level of care at the Healthcare Center. Such determination shall be in the Company's sole discretion and based on the professional opinion of the medical director of the Healthcare Center and the executive director of the CCRC that the Resident is no longer able to live independently or that living in the Apartment will endanger the Resident or the health and/or safety of others. Should the Resident fail to cooperate with a transfer of the Resident requested by the Company, the Company shall have the right to terminate this Agreement and the Resident shall no longer be permitted to live in the CCRC.
- c. Transfer Outside the CCRC. If, in the opinion of the Company, the physical or mental condition of the Resident requires services beyond that which can be provided by the facilities or personnel in the CCRC and the Healthcare Center or is beyond the scope of the services provided for in this Agreement, the Company may require that the Resident be temporarily or permanently transferred to a hospital, center, institution or other care environment equipped to give such care; provided however, the cost of the care at any such outside facility will be the responsibility of the Resident.
- d. Relinquishment of Apartment upon Permanent Transfer to the Healthcare Center or Outside Facility. If, in the sole discretion of the Company, the Resident's transfer to the Healthcare Center or to an outside facility is considered permanent, the Resident shall relinquish the Apartment and this Agreement shall terminate, unless there is a second Resident currently occupying the Apartment or unless otherwise approved by the Company.

7. Fees and Charges.

The following is a list of the fees and charges expected to be charged to the Residents of the CCRC.

- a. Apartment Selection Fee. Upon the execution of the Apartment Selection Agreement, the Resident paid an Apartment Selection Fee (the "Apartment Selection Fee") as identified in Exhibit A attached hereto. The Apartment Selection Fee is a nonrefundable fee (except as defined in Section 7.i. of this Agreement) and shall be applied to the first month's Monthly Service Fee.
- b. Community Fee. Upon the execution of the Apartment Selection Agreement, the Resident paid a Community Fee (the "Community Fee") as identified in Exhibit A attached hereto. The Community Fee is a one-time, nonrefundable fee (except as

defined in Section 7.i. of this Agreement) which entitles Residents priority access to all services and amenities of the Community. A Community Fee will not be charged to Residents upon any renewal of this Agreement.

- c. Security Deposit Fee. Upon the execution of this Agreement, the Resident shall make a Security Deposit payment to the Company equal to one Monthly Service Fee payment (the "Security Deposit"), which shall be deposited in accordance with statute, law or regulation of the federal, state, and local Government. If the Resident has complied with all terms of the Agreement and returns the Apartment in the same or materially similar condition as when the Resident moved into the Apartment, the Company will return the Security Deposit to the Resident within thirty (30) days after the Resident's move-out date. The Security Deposit shall be credited to the Resident as the last Monthly Service Fee payment in the event of the Resident's death. In the event that the Resident breaches or otherwise violates the Agreement before the end of the last month of occupancy by the Resident, then the Security Deposit shall be forfeited to the Company. The Resident is additionally responsible for any expense incurred by the Company resulting from damages to the Apartment that are in excess of the Security Deposit. In the event that the Resident has entered into a Priority Partner Agreement (the "Priority Partner Agreement") and paid a refundable deposit to the Company (the "Priority Deposit"), the Priority Deposit shall be applied to the amount due as the Security Deposit.

- d. Monthly Service Fees. Throughout the Term, the Resident shall pay to the Company a Monthly Service Fee (the "Monthly Service Fee") in the amount of \$_____, as described on Exhibit A attached hereto, for a single Resident. If the Apartment will be occupied by two Residents pursuant to this Agreement, an additional monthly amount of \$_____ shall be paid by the second Resident. The Monthly Service Fee shall be paid by the Resident on or before the fifth (5th) day of each month for Basic Services to be rendered that month with the first payment due on or before the Occupancy Date. The Monthly Service Fee shall be due regardless of whether or not the Apartment is actually occupied by the Resident on the scheduled Occupancy Date and such Monthly Service Fee will not be adjusted if the Resident is voluntarily absent from the CCRC at any time after such date. If the Resident obtains possession of the Apartment prior to the first of a month, the Resident shall pay the Company the first Monthly Service Fee on a pro-rata basis based on the actual number of days contained in the month. If this Agreement does not terminate at the expiration of the initial Term or a renewal Term, the Monthly Service Fee may continue to be payable beyond the date of termination as set forth in Section 7 below.

- e. Adjustments to Monthly Service Fees. The Company reserves the right to change the amount of the Monthly Service Fee upon thirty (30) days' written notice prior to any renewal of this Agreement. Adjustments to the Monthly Service Fee will be made as may be reasonably necessary according to the economic requirements and conditions of the CCRC, the level and quality of services provided to the residents of the CCRC and consistent with operating on a sound financial basis.

- f. Fees for Optional Services. The Resident shall receive a monthly statement from the Company showing the total amount of fees and other charges owed by the Resident, which shall be paid by the fifth (5th) day of each month. A list of fees for recurring optional services (“Optional Services”) the Resident has elected to purchase as of the date of this Agreement is attached hereto as Exhibit A.
- g. Healthcare Center Fees and Charges. The Healthcare Center will consist of accommodations, equipment and staffing necessary for assisted living, assisted housing with services, skilled nursing care and memory care services on a temporary or permanent basis. The Company shall establish and publish per diem rates for accommodations and services at the Healthcare Center. Each calendar year, the Resident shall receive a ten percent (10%) discount on fees the Resident accrues during its first thirty (30) days of residency in the Healthcare Center (each day being a “Discounted Fee Day”). The Resident may not carry any unused Discounted Fee Days over to the following calendar year. Fees for residency in the Healthcare Center shall otherwise be payable in accordance with the Residency and Care Agreement and in accordance with the then published Healthcare Center per diem charge.
- h. Fees for Occupancy in the Healthcare Center. In the event the Resident is transferred to the Healthcare Center, as determined in the sole discretion of the Company, the Resident shall pay the then published Healthcare Center per diem charge plus charges for other services not included in the Healthcare Center per diem charge, subject to available Discounted Fee Days. In addition, the Resident shall continue to be responsible for the Monthly Service Fee and other charges payable under this Agreement.
- i. Refund of Fees. If the Resident cancels during the Rescission Period (as defined in Section 8.a.i of this Agreement), the Priority Deposit, Apartment Selection Fee, Community Fee and Security Deposit (and any other fees paid by Resident) in accordance with this Residency and Care Agreement will be refunded to the Resident, without interest, less a service charge of One Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at Resident’s request and set forth in Exhibit A of this Agreement or in writing in a separate addendum to the Agreement, signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company’s receipt of the Resident’s written notice of rescission. The Apartment Selection Fee and the Community Fee become non-refundable after the Rescission Period. The Security Deposit Fee is refundable and will be returned to the Resident within thirty (30) days after the Resident’s move-out date if the Resident has complied with all terms of the Agreement and returns the Apartment in the same or materially similar condition as when Resident moved into the Apartment. If the Resident breaches or otherwise violates the Agreement before the end of the last month of occupancy by the Resident, then the Security Deposit Fee shall be forfeited to the Company.

- j. Late Charges. The Company will charge a one percent (1%) late payment charge per month on any Monthly Fees and extra charges that have not been paid within five (5) days after their due date.

8. Termination.

- a. Termination by Resident. Upon the termination of this Agreement, the Resident shall have no further right to reside in the CCRC. The Agreement may be terminated or cancelled by the Resident under the following terms and conditions:
 - i. Rescission During First Thirty (30) Days. The Resident may terminate this Agreement for any reason within thirty (30) days following the later of the execution of this Agreement or receipt by the Resident of the Disclosure Statement (the "Rescission Period"), and the Resident is not required to move into the facility before expiration of the Rescission Period. The Resident's termination of this Agreement during the Rescission Period is without penalty, and all payments made by the Resident before such termination, less a service charge of One Thousand Dollars (\$1,000.00) and less any charges specifically incurred by the Company at the Resident's request and set forth in Exhibit A of this Agreement or in writing in a separate addendum to the Agreement signed by the Resident and the Company. Any refund shall be paid within thirty (30) days after the Company receives written notice of the Resident's election to terminate this Agreement.
 - ii. Termination After Rescission Period but Prior to the Occupancy Date. For Residents electing to reside in an Apartment, the Resident may terminate the Residency and Care Agreement for any reason after the Rescission Period but prior to the Occupancy Date upon written notice to the Company. In the event of such termination, the Resident shall be entitled to a refund of all monies paid to the Company, except, as the case may be, the Community Fee, the Apartment Selection Fee, and any costs or other charges that the Resident and the Company agree in advance are non-refundable.
 - iii. General Termination Right. The Resident may terminate this Agreement at any time for any reason by giving the Company thirty (30) days' written notice signed by the Resident (or both of them if there are two Residents). In the event of termination by the Resident for reasons other than those permitted in this Agreement, the Resident shall pay the Company for all Optional Services rendered by the Company to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Apartment. In addition, the Resident shall be responsible for payment of liquidated damage of one month's rental charge, calculated at the existing market rate.

b. Termination by Death or Serious Illness

- i. Termination by Death or Serious Illness Prior to the Occupancy Date. If, prior to the Occupancy Date, the Resident dies or is precluded from living in the CCRC under the terms of this Agreement as a result of serious illness, injury, non-qualification or incapacity, this Agreement will automatically terminate. In the event this Agreement is terminated as provided for in this subsection, the Resident or the Resident's estate shall be entitled to a refund of any amounts paid to the Company, except, as the case may be, a service charge of One Thousand Dollars (\$1,000.00) and for costs or other charges that the Resident and the Company agree in advance are non-refundable. Such refund shall be paid by the Company within thirty (30) days after this Agreement is terminated pursuant to this subsection. The foregoing notwithstanding, if there is more than one Resident, this Agreement will continue to be binding on the surviving or eligible Resident until this Agreement is terminated as to or by the surviving Resident as provided for herein.
- ii. Termination by Death or Serious Illness After the Occupancy Date. If the Resident dies after the Occupancy Date or the Resident is precluded from living in the CCRC under the terms of this Agreement as a result of serious illness, injury, or incapacity and the serious illness, injury or incapacity is not otherwise addressed by the provisions of Section 6, then this Agreement shall terminate. In such event, the Resident or the estate of the Resident shall pay for any Optional Services rendered to the Resident through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Apartment and the Apartment can be made ready for re-occupancy. The foregoing notwithstanding, if there is more than one Resident, this Agreement will continue to be binding on the surviving or eligible Resident until this Agreement is terminated as to or by the surviving Resident as provided for herein.

c. Termination by the Company

- i. Termination by the Company Prior to the Occupancy Date. If, in the Company's sole discretion, the Resident does not satisfy the criteria for occupancy in the CCRC, this Agreement shall terminate upon the Company's notification to the Resident of non-approval. In such event, all amounts paid to the Company shall be refunded to the Resident within thirty (30) days after the Company provides the Resident notice of non-approval.
- ii. Termination by the Company after the Occupancy Date. The Company may terminate this Agreement upon thirty (30) days written notice to the Resident in the event of the following:

- (1) The Resident fails to make payments to the Company of any amounts when due and such failure is not cured within fifteen (15) days after notice is given to the Resident;
- (2) The Resident consistently fails to comply with any term of this Agreement not involving the payment of money or any provisions of the Rules and Regulations and the Resident fails to cure such non-compliance within seven (7) days after written notice from the Company; or
- (3) The Resident or the Resident's authorized representative makes a material misrepresentation or omission in the information provided to the Company for its consideration of the Resident for residency in the CCRC.

- iii. Immediate Termination. If the Company determines in its sole and absolute discretion that the Resident's behavior interferes with or threatens to interfere with the safety of the Resident or the quiet enjoyment or safety of other residents, visitors and/or staff of the CCRC, or if the Resident's behavior is a detriment to other residents, visitors, and/or staff of the CCRC, the Company may immediately terminate this Agreement and the Resident shall promptly vacate the Apartment. In such event, the Resident shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until all of the Resident's personal belongings are removed from the Apartment.
- iv. Effect of Termination by the Company after the Occupancy Date. In the event the Company terminates this Agreement after the Occupancy Date pursuant to subsection c.ii or c.iii above, the Resident shall promptly vacate the Apartment, but shall pay the Company for all Optional Services rendered by the Company through the date of termination and shall continue to be liable for the Monthly Service Fee until the date that all of the Resident's personal belongings are removed from the Apartment.

9. Miscellaneous

- a. Entire Agreement. This Agreement contains the entire agreement between the Resident and the Company. All prior discussions, agreements and negotiations are superseded by this Agreement.
- b. Successors and Assigns. The rights and privileges of the Resident under this Agreement, including but not limited to the right to and use the facilities of the CCRC under the terms of this Agreement, may not be transferred or assigned under any circumstances. The Company may transfer or assign this Agreement without the consent of the Resident. Except as provided for herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Company and to

the heirs, executors, personal representatives, any attorney-in-fact and administrators of the Resident.

- c. Severability. If any provisions of this Agreement are held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such provision had not been included.
- d. Indemnity. The Resident shall indemnify, defend and hold the Company harmless from any and all claims, damages or expenses, including attorney's fees and court costs, resulting from any injury or death to persons or damage to property caused by, resulting from, attributable to or in any way connected to the Resident's negligence or intentional act or omission.
- e. Joint and Several Liability. If there is more than one Resident, the rights and obligations of each of the Residents are joint and several, unless otherwise provided in this Agreement.
- f. Notice Provisions. Any notices, consents or other communications to the Company shall be in writing and addressed to all of the following parties:

Executive Director
Carolina Bay of Wilmington, LLC
630 Carolina Bay Drive
Wilmington, North Carolina 28403

The Resident's address for the purpose of receiving notice under this Agreement prior to the Occupancy Date will be the address following the Resident's signature below. The address of the Resident for purposes of receiving notice under this Agreement after the Occupancy Date shall be the address of the Apartment.

- g. Religious or Charitable Affiliations. The Company is not affiliated with any religions or charitable organization
- h. Acknowledgement of Receipt of Disclosure Statement. The Resident acknowledges that the he or she has received a copy of the current Disclosure Statement of the CCRC.

Initials Resident _____

 Resident _____

- i. Reading and Signing of Agreement. By signing this Agreement below, the Resident represents that he or she has read and agrees to all of the terms of this Agreement.

[Signatures begin on following page]

The Company and the Resident have signed this Agreement to be effective as of the date set forth on the first page.

RESIDENT:

Print Name: _____

Signature: _____

Date: _____

Address: _____

RESIDENT:

Print Name: _____

Signature: _____

Date: _____

Address: _____

CAROLINA BAY OF WILMINGTON, LLC

By: _____
_____, Authorized Representative

Date: _____

EXHIBIT A – FEE SCHEDULE

Resident Name(s) _____

Unit # _____

Agreement Date _____

Fees Paid at Apartment Selection Execution:	Amount
Apartment Selection Fee	
Community Fee	
Other Fees (specify):	
Total amount paid at Apartment Selection Agreement execution	\$

Fees Due at Residency and Care Agreement Execution:	Amount
Security Deposit Fee	
Less: Priority Partner Fee previously paid	()
Other Fees (specify):	
Total amount due at Residency and Care Agreement execution	\$

Monthly Fees:	Amount
First Person Service Fee	
Second Person Service Fee	
Other Fees (specify):	
Total monthly fees	\$

Note that the above-listed fees do not include fees for occupancy in the Healthcare Center that are described in Section 7 of the Agreement. In addition, fees for non-recurring Optional Services selected by the Resident shall be in the amount set forth in the schedule of fees provided by the Company.

The Resident acknowledges that he or she has reviewed and hereby approves the above tables of fees payable pursuant to this Agreement.

Initials	Resident	_____
	Resident	_____