

# **DISCLOSURE STATEMENT (INFORMATION BOOKLET)**



## **PLANTATION VILLAGE**

*Keep on loving life*

**1200 Porters Neck Road  
Wilmington, North Carolina 28411  
(910) 686-7181**

**Marketing Office: 1-800-334-0240 (inside NC)  
1-800-334-0035 (outside NC)**

**Plantation Village must deliver a Disclosure Statement to a prospective resident prior to or at the time a prospective resident executes a Residency Agreement to provide continuing care, or prior to or at the time a prospective resident transfers any money or other property to Plantation Village, whichever occurs first.**

**Plantation Village, like all other continuing care retirement communities in the State of North Carolina, is subject to the Continuing Care Retirement Communities Act. This Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure accuracy or completeness of the information set out.**

**October 12, 2021**

**Unless earlier revised, the Village intends for this Disclosure Statement to remain effective until October 28, 2022.**

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## INTRODUCTION

Plantation Village (the "Village") brings to residents of the southeast North Carolina area, who are age 62 and over, a way of retirement living known as "continuing care." This concept offers retirees a life-style which is designed to meet their unique needs while allowing them the freedom to pursue their personal interests. As a continuing care community, the Village encompasses these important components: a private residence, a wide array of personal services, assisted living in Champions Assisted Living (or alternate facility), and nursing care in the Davis Health Care Center (or alternate facility). The Village is owned by Plantation Village, Inc. (the "Provider," "we," "us," or "our"), a North Carolina not-for-profit corporation which is committed to providing a quality senior living community that is fiscally sound and genuinely responsive to resident needs.

One of the purposes of this Disclosure Statement (Information Booklet) is to explain to prospective residents, their families, and their advisors who and what is involved in the operation of the Village. This Disclosure Statement was prepared on the basis of information available at the time of its publication and assumptions which were believed to be realistic as of that date. Such information and assumptions are, of course, subject to change and, in particular, are significantly affected by changes in inflation and interest rates. Because of future changes in circumstances, we expect that changes in the operation of the Village may be necessary.

Since nontechnical language has been used in this Disclosure Statement, the text of this booklet and the language of the Residency Agreement signed by a resident may not be the same. Although this Disclosure Statement details the provisions of the Residency Agreement, the Residency Agreement serves as the sole binding contract between the resident and us.

**We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap/disability or national origin.**

# **I. THE PEOPLE**

## **PLANTATION VILLAGE, INC.**

Plantation Village, Inc. is a North Carolina not-for-profit corporation organized for the purpose of owning and operating a continuing care senior living community. Its principal business address is 1200 Porters Neck Road, Wilmington, North Carolina 28411. A principal intent behind the operation of the Village is to provide a quality retirement life-style.

Plantation Village, Inc. was incorporated on September 22, 1982, and received recognition as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code. It has also qualified for exemption from franchise tax and State income tax under Sections 105-125 and 105-130.11(a)(3), respectively, of the General Statutes of North Carolina. No part of Plantation Village, Inc.'s earnings may be used for the benefit of, or be distributed to, its directors, officers or other private individuals.

Plantation Village, Inc. is not affiliated with any religious, charitable or other not-for-profit organization. It is a member of LeadingAge (formerly the American Association of Homes and Services for the Aging) and LeadingAge North Carolina (formerly the North Carolina Association of Non-Profit Homes for the Aging).

The Board of Directors of Plantation Village, Inc. currently consists of 13 members. The officers and directors serve without compensation for the good of the community. The officers or directors, nor any person involved in the management of the Village, do not have any proprietary interest in Plantation Village, Inc. There is not any professional service firm, association, trust, partnership or corporation, in which the Executive Director or any member of the Board of Directors has a 10 percent or greater interest in and which it is presently intended shall currently or in the future provide goods, leases or services to the Village or to residents of the Village, of an aggregate value of \$500 or more within any year. Further there is not any professional service firm, association, trust, partnership, or corporation that currently provides any goods, leases or services of an aggregate value of \$500 or more within any year to the Village or to the residents of the Village that has a 10% or greater interest in any officer, director or management staff (including the Executive Director). The officers and directors for Plantation Village, Inc. are as follows:

### President and Director

Charles L. Earney – 710 Military Cutoff Road, Suite 250, Wilmington, NC 28405.

Charles L. Earney, has been a practicing CPA for over 40 years. He is currently managing partner of Earney & Company, L.L.P. which was founded in 1982 and specializes in tax and financial statement related services for individual, business and tax-exempt entities. He retired in 2010 from the University of North Carolina-Wilmington as a tenured assistant professor of accounting. He previously was an audit manager for 10 years at Arthur Andersen & Company in Milwaukee and Charlotte, specializing in hospitals and insurance entities. He has been President and Treasurer of Plantation Village, and Treasurer of Lower Cape Fear Hospice and Hospice at Charlotte. He is currently President of Howe Creek Landing Owner's Association and Treasurer of the Village of Mayfaire Condominium Association and Smile for a Lifetime. He is on the advisory boards of Newbridge Bank, NHRMC Foundation, and Penn Foster College.

### Secretary and Director

Robert Mitchell – 902 Long Cove Court, Wilmington NC 28405.

Bob Mitchell received a BS in Accounting from Northwestern University and an MBA from Indiana University, with a triple major in Finance, Marketing and Administration. His entire career was

focused on the Treasury Departments of major NYSE, NASDAC, and a privately held firm – Gulf Oil Corporation, Household International, PHH, GATX and Ingram Industries. As a VP & Treasurer, he had a broad portfolio of financial responsibilities. Spare time activities included helping establish a volunteer Fire/Rescue organization in Texas, EMS organization in a Pittsburgh suburb (EMT training), and a Community Emergency Response Team (CERT) here in Wilmington, serving on Boards of these non-profit organizations. He mentors students for the Cameron Executive Network and guest lectures at the Cameron School of Business.

#### Treasurer and Director

Joanne Rockness – 8424 Bald Eagle Lane, Wilmington NC 28411.

Joanne Rockness received a BS, MA, and MBA in mathematics and accounting from Western Michigan University and a PhD in Business Administration/ Accounting from UNC-Chapel Hill. She is a licensed CPA in North Carolina. Joanne spent 10 years as a professor in the College of Management at NCSU also serving as Associate Dean. She joined the UNCW Cameron School of Business in 1993 as the Cameron Professor of Accounting retiring from UNCW in 2014. She taught continuing education classes in business ethics for all the major CPA firms and many corporations for the past 25 years. Joanne has served on the following boards: UNCW Master of Science in Accounting, North Carolina Association of CPAs, Porters Neck Country Club, and Seapath Yacht Club.

#### Director

Barbara Biehner – 101 Buckeye Drive, Wilmington NC 28411. Barbara Biehner is currently the Director of Operations at Coastal Carolinas Health Alliance. She has also been on the faculty of UNCW's Cameron School of Business since 2005 as an Executive in Residence and the Director of External Programs. Ms. Biehner spent 30+ years in health care management for hospitals and a specialty pharmacy distribution company as: Senior Vice President, Accredo Health, Inc., Memphis, TN, responsible for partnership operations, partnership development, strategic planning, human resources, corporate purchasing and property management and community foundation; Administrator of the Eastern Carolina Veterinary Referral Animal Emergency and Trauma Hospital; Chief Executive Officer, Bon Secours-Holy Family Regional Health System, Altoona, PA, a 180-bed acute care facility with geropsychiatric, rehabilitative and skilled care units; Senior Manager, Consulting Division, Child Health Corporation of America, Shawnee Mission, KS; Executive Director, Children's Healthcare Services, Inc. and Director, Children's Health Network, Inc., both part of Arkansas Children's Hospital, Little Rock, AR; Chief Operating Officer and Senior Vice President of Children's Hospital of The King's Daughters, Norfolk, VA; President of Spectrum Unlimited, Inc., Norfolk, VA; Vice President, Planning and Business Development, Children's Hospital National Medical Center, Washington, DC; Director, Corporate Development, Bon Secours Health System, Columbia, MD; Acting President, Alliance Health Services Corporation (now Sentara Health System), Norfolk, VA; Assistant Administrator, Chesapeake General Hospital, Chesapeake, VA.

#### Director

Virginia Carter – PO Box 7068, Wilmington NC 28406.

Virginia Carter received her J.D. from Duke University Law School and her B.A. from Washington and Lee University. As an attorney with Ward and Smith, P.A., she practices in the area of estate planning and estate administration. She works with clients on all components of estate plans, including wills, trusts, powers of attorney, and living wills. Ms. Carter also works with clients to implement planning to reduce or eliminate estate taxes, and advises individuals, families, and closely-held business owners on estate and business succession planning issues. Before moving to Wilmington, Ms. Carter worked in Gibson, Dunn & Crutcher's New York office on a wide range of

business law matters and corporate transactions. She serves as Secretary/Treasurer of the New Hanover County Bar Association, is a member of the New Hanover County Estate Planning Council and is a graduate of Leadership Wilmington.

Director

Rhonda Bellamy – 221 N. Front Street - #101, Wilmington NC 28401.

Rhonda Bellamy is the founding executive director of the Arts Council of Wilmington and New Hanover County. Rhonda is presently on the North Carolina Aquarium at Fort Fisher Community Advisory Board and UNCW's MPA Community Advisory Committee. She is a past board member of Arts North Carolina, Cameron Art Museum, New Hanover County Library Foundation, Wilmington Downtown Inc., Cape Fear Habitat for Humanity, the Eastern Area Radio Reading Service, and Domestic Violence Shelter and Services. In addition to being a charter member of the City of Wilmington's African-American Heritage Commission and the Azalea Festival Multicultural Committee, Rhonda was also a founding instructor at the Dreams Center for Arts Education. A co-founder of the Black Arts Alliance, Inc., Rhonda founded the organization's signature North Carolina Black Film Festival, which has honored her with its Lifetime Achievement Award. A native of New York, Rhonda graduated from Wilmington's E.A. Laney High School and North Carolina Central University, where she holds a B.A. in English with a concentration in Media/Journalism and graduate credits in Instructional Media. The mother of two enjoys spending time with her three grandchildren.

Director

Tom Walsh – 2131 2131 S. 17th Street, Wilmington NC 28401.

Thomas Walsh joined New Hanover Regional Medical Center as Vice President – Network Facilities and Support Services on January 9, 2007. Mr. Walsh's responsibilities include Plant Operations, Maintenance, Grounds, Construction Services, Environmental Services, BioMedical Engineering, Company Police, Safety Services, Volunteer Services, and Food and Nutrition Services, as well as management of a 2 million square feet of space. During his tenure the organization has completed several master plans including the construction of, Women's Children's hospital. A new Surgical Suite addition, complete renovation of the current patient tower, ED North (free standing Emergency Room), service line development and expansion plan through the seven-county area. The latest project includes replacement facility for the Orthopedic Hospital. Mr. Walsh worked at various hospitals in the Chicago market. He began his healthcare career in 1975 as an Environmental Services employee, while working towards his Bachelor of Science degree in Healthcare Management at the University of Southern Illinois. He has developed his healthcare career with a focus on strategic facilities planning, service excellence, and developing collaborative relationships throughout the healthcare organization. Mr. Walsh was a Studer Group presenter on a national level focusing on service excellence and leadership skills and is devoted to service excellence. He was responsible for developing and presenting leadership education for New Hanover Regional Medical Center. He is a member of the American College of Healthcare Executives. His community service activities include GLOW Academic Development Committee, Habitat for Humanity, United Way, and American Heart Association.

Director

Anne Glass – UNCW Health & Human Svcs, 601 South College Road, Wilmington NC 28403-5685.

Dr. Anne Glass is a professor and Gerontology Program Coordinator in the College of Health and Human Services at UNCW. Prior to that, she spent 10 years at the University of Georgia, where she was the Associate Director of the Institute of Gerontology in the College of Public Health. She has also worked with government agencies and a large healthcare system. She is a leading researcher in the new field of elder cohousing and is especially interested in the potential for older adults to provide mutual support to each other. She is also exploring ways that communities can facilitate this process



and become more age friendly, as well as how older adults decide to age in place or make a move. Her other major research focuses on promoting innovation in long-term care settings and improving end-of-life care. Dr. Glass teaches a course on death, dying, and bereavement, and frequently speaks on these topics. She is also trained as a hospice volunteer.

Director

Tolga Cankurtaran – 2231 2231 Deep Woods Drive, Wilmington NC 28405.

Tolga Cankurtaran was appointed Senior Director, Operations of the North Carolina State Ports Authority in November of 2017. Reporting to the Chief Operating Officer, Mr. Cankurtaran is responsible for managing the Port’s rail operations, inland port in Charlotte, NC and procurement group. Prior to this position, Mr. Cankurtaran served as the Director, Strategy and Performance since April of 2015. Reporting to the Chief Executive Officer, he was responsible for the management of the Port’s strategy implementation to include business analysis and process improvement functions. Mr. Cankurtaran has over 18 years of experience in terminal management and container shipping industries having worked in both domestic and international trades. Prior to joining the Port, he spent 11 years with Horizon Lines holding various positions and most recently served as Senior Director, Strategic Planning & Business Development where he provided leadership in revenue and margin improvement, execution and support of strategic growth plans, and cost reduction/continuous improvement initiatives. Mr. Cankurtaran was also instrumental in leading cross-functional teams through project implementation. Mr. Cankurtaran holds a bachelor’s degree in Finance from Indiana University of Pennsylvania and earned his MBA at the University of North Carolina at Charlotte in Management and Finance.

Director

Mary Beth Hardy

Mary Beth has 45 years of health care experience. Her career path included working as a hospital nurse, a geriatric care manager and an executive for a large national integrated health system. Mary Beth is certified as a leadership coach. Mary Beth retired and moved to Wilmington in 2019. She looks forward to sharing her time and talent with the local community. She is passionate about growing leaders, improving health through wellness, and learning something new every day. She has been married for 45 years, has 3 children and 8 grandchildren. She loves to walk, read and praise the Lord.

Health Care Advisor -

Dr. Audrey Surak – 1013 Porters Neck Rd, Suite 100, Wilmington NC 28411.

Resident Council Representative

R’Lou Ellson

R’Lou Ellson received a BA from Wheaton College in Illinois and completed various leadership and management courses at George Mason University; George Washington University; and Harvard University Kennedy School of Government. She worked in Human Resources Management for the Northern Trust Bank in Chicago, Student Loan Marketing Association (Sallie Mae) in Washington DC, and DynCorp in McLean VA. She began her eighteen-year career with the American Red Cross as National Director of Personnel Administration and EEO Officer at national headquarters in Washington, DC. Subsequent positions in the Red Cross included Deputy Executive Director for the Chapter and Blood Region in Baltimore, Maryland; Executive Director for the Chapter in Albany, New York; Regional Executive Officer for the Midwest Region covering six states; and Vice President for Blood and Chapter Integration at national headquarters. She retired in 2002 and moved with her husband, Don, to the Wilmington area. She has served on the boards of the George Washington University Health Plan, Washington Personnel Association (president), Chamber Music Wilmington

(president), Cape Fear Chorale in Wilmington, and Covil Crossing Homeowners Association. Her avocation has been music, singing in numerous choirs and chorales all her life. Don and R’Lou moved to Plantation Village in 2017 where she is serving as conductor of the PV Singers and Chairperson of the Resident Garden Club.

Resident Council Representative

Ron Foster –7919 Blue Heron Drive West #302, Wilmington NC 28411.

Mr. Foster received a Masters Degree in secondary education and educational administration from Fairfield University. He was a teacher in New York for 36 years, and was a coach in volleyball, varsity baseball, basketball, and tennis. He was also a home builder and owned a cable television business for 11 years. He moved to North Carolina in 1993 and served on the Porters neck Board of Governors, Literacy Council of Wilmington, Bishop’s Park Board and chaired the architectural board in Bishop’s Park.

Resident Council Representative

Bob Porter

Mr. Porter received his bachelors degree in mechanical engineering from Tufts University, and his MBA from Wharton School of the University of Pennsylvania. He served as the Communications and CIC Officer aboard the USS Stormes Navy destroyer. Mr. Porter’s business career was comprised of leadership positions including President at Star Pin Co; Vice President at Electrostatic Equipment Corp, and President at Utitec Div of UTI Corp. He has served on the Advisory Board at the Second National Bank of New Haven; and the Board of Directors at the following organizations: Amity Regional Board of Education; Derby-Shelton YMCA; William Prym Inc; St James Episcopal Church; Good Shepherd Episcopal Church; Wilmington Concert Association; and the Village Chapel of Bald Head Island. He and his wife, Judy, moved to Plantation Village in October 2018.

The Board of Directors has the overall responsibility for the Village. Some of its primary duties involve the review and approval of building design, capital expenditures, operating budgets, and monitoring the Village's financial condition. The Board also adopts and approves the personnel policies for Village employees, annually reviews the insurance coverage on the Village's property and personnel, and contracts for and supervises the provision of legal and accounting services to the Village. Operational policies for the Village and criteria for resident admissions are subject to approval and periodic review by the Board of Directors. The Board also approves and monitors all building and expansion programs, as well as monitors compliance with the budget and the performance of the Village and its management. These activities are carried out by means of reports, studies, and on-site inspections. No other person or entity referred to herein has assumed any financial responsibility for the fulfillment of the Village's agreements, except as otherwise expressly stated.

Neither the Executive Director nor any member of the Board of Directors (i) has been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment for a felony or civil action involving fraud, embezzlement, fraudulent conversion or misappropriation of property; or (ii) is subject to a currently effective injunction or restrictive court order, or within the past five years has had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relative to the business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged or facility subject to Section 58-64, North Carolina General Statutes, or similar law in another state.

## **RESIDENT COUNCIL**

Administration assisted residents in establishing a Resident Council and its bylaws. The residents annually elect a council of representatives, which, in turn, forms committees in various areas of concern to inform administration. Monthly meetings are held to facilitate communication among residents, administration, and the Board of Directors.

## **LIFE CARE SERVICES LLC**

The Provider has retained Life Care Services LLC ("Life Care Services") to manage the Community. As the nation's second largest operator of senior living communities, Life Care Services serves more than 40,000 seniors in more than 140 communities (see Exhibit A). With nearly 50 years of service, Life Care Services has developed expertise in nearly every facet of senior living management. For more information, visit Life Care Services' website: <https://www.senior-living-management.com/>.

Principal officers of Life Care Services include Joel Nelson, Diane Bridgewater, Rick Exline, Jason Victor, and Jill Sorenson.

Joel Nelson is President and Chief Executive Officer of Life Care Services. He is responsible for executing the business strategy across all business lines in the LCS Family of Companies. He provides leadership and direction for business growth, service excellence, and enhancing the company's stability and value among financial partners, property owners, and other stakeholders in the senior living field. Joel joined Life Care Services in 1986 and has held several executive roles. He is responsible for the oversight of serving more than 40,000 seniors in more than 140 communities. Joel serves on the board of managers for Life Care Companies, on the board of directors for LCS Holdings, and is a member of the Life Care Companies audit committee. He also serves on the Hexagon (insurance captive) board of directors and is a trustee for the company's 401(k) benefits program. Outside of the organization, Joel serves as co-chair of Argentum's public policy committee and sits on the National Investment Center (NIC) operator advisory board. He is past chair and current board member of ChildServe, Inc. and serves on the health services advisory board at Simpson College, Indianola, Iowa. Joel holds a bachelor's degree in business management and health care administration from Simpson College.

Diane Bridgewater is Executive Vice President and Secretary for Life Care Services. As a high-energy, results-driving executive, Diane directs all financial aspects and operating infrastructure to ensure corporate, field and community team members have the resources necessary to provide exceptional customer satisfaction to residents. She is responsible for directing all financial and business operations in addition to overseeing the company's insurance business line, information technology, compliance, regulatory and legal matters. In her executive leadership role, Diane helps to drive strategy development and execution resulting in strong financial performance and growth. She serves on the board of managers for Life Care Companies LLC; board of directors for LCS Holdings, Inc.; audit committee for Life Care Companies LLC; 401K administrative committee, investment committee and enterprise risk management committee. Outside the organization, Diane is a member of the Argentum – CFO Roundtable. In addition, she sits on Casey's General Stores board, audit committee and compensation committee. Diane is also a member of the board and audit committee at Guide One Insurance. She holds bachelor's degrees in accounting and French from the University of Northern Iowa.

Serving as Executive Vice President/Senior Managing Director of Life Plan Communities, Rick Exline leads a team of highly skilled professionals dedicated to elevating senior living experience. With over four decades of knowledge and expertise, Rick oversees the company's Life Plan Community management services, national marketing and sales, and the health care group. Collaborating with the leadership team, Rick identifies growth strategies that maximize market opportunities for single site, affiliated, and third-party managed communities. With a precise focus on performance excellence, Rick's team developed and launched the next generation opportunity platform for third-party managed Life Plan Communities. This innovation transformed the regional operations support model by relocating regional and corporate support staff. He serves on the board of managers for Life Care Companies LLC; the board of directors for LCS Holdings, Inc.; and the executive leadership and senior living management teams. Rick is also a trustee for the company's 401(k) benefits program. Outside the organization, Rick serves on the Simpson College board of trustees and is a board member for Above & Beyond Cancer. He holds dual bachelor's degrees in business administration and health care leadership.

Jason Victor is Senior Vice President, Controller and Treasurer of Life Care Services. In this role, he provides oversight and direction for the organization's financial matters, ensuring its consistent and efficient fiscal performance. Jason has responsibility for the organization's Corporate Accounting, Corporate Payroll, Community Payroll, Treasury and Tax departments. He oversees all aspects of general accounting, cash management, billing and receivables, accounts payable, payroll, consolidations, and financial reporting. In addition, Jason provides oversight and guidance related to audits, internal controls, technical accounting, tax, and financial management systems. Also, he serves on Hexagon (insurance captive) board of directors and is a trustee for the company's frozen ESOP. Jason holds a bachelor's degree in accounting and is a Certified Public Accountant with an active license in the State of Iowa. Jason began his career in 1991 with Ernst & Young in Des Moines, and later worked 10 years for a Fortune 500 organization. He joined Life Care Services in 2007.

As the Senior Vice President and Senior Director of Life Plan Communities for Life Care Services, Jill Sorenson is dedicated to providing innovative strategies to achieve performance excellence at Life Plan Communities. Jill joined Life Care Services in 1982 and has held several executive roles. In October 2019, Jill assumed oversight over the Healthpeak portfolio and moved from San Diego to St. Petersburg, FL. In this role, Jill is overseeing the operations and marketing for 13 for-profit Life Plan Communities owned by Healthpeak, a healthcare REIT. The 13 Life Plan Communities are located in Florida (9), Texas (1), Alabama (1), Michigan (1) and Pennsylvania (1). In addition, she continues to provide operational oversight over a Life Plan Community in Cupertino, CA. Jill holds a master's degree and a bachelor's degree in business administration. She also served as a CARF/CCAC site evaluator from 2000-2007. Jill has presented at various national and state industry conferences on a variety of topics affecting the senior living industry.

Management of the Village is performed by Life Care Services under contract with us. Life Care Services' responsibilities include: recruiting and employing the Executive Director; supervising the licensing, equipping, and staffing of the Village; preparing annual budgets; establishing and operating a system of financial controls for the Village, including comparative analyses with other facilities; and overseeing the food service and quality accommodations provided by the Village.

No manager of Life Care Services (i) has been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable or enjoined in a civil action by final judgment for a felony or civil action involving fraud, embezzlement, fraudulent conversion or misappropriation of property; or (ii) is subject to a currently effective injunction or restrictive court order, or within the past five years has had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relative to the business activity of health care, including actions affecting a license to operate a foster care facility, nursing

home, retirement home, home for aged or facility subject to Section 58-64, North Carolina General Statutes, or similar law in another state.

Life Care Services is not financially responsible for our contractual obligations or other obligations. We retain the ultimate responsibility for hiring managers and monitoring the operating costs, wages, salaries, expenses, fees, and overall fiscal viability of the Village.

## **EXECUTIVE DIRECTOR**

Mr. Zane Bennett became the executive director of Plantation Village in May of 2015 and is an employee of Life Care Services. He holds a bachelor's degree in management and marketing from Florida Atlantic University, and a master's degree in business administration from the University of North Carolina Wilmington. He is a licensed nursing home administrator in the states of California and Wisconsin. Prior to becoming the executive director at Plantation Village, Mr. Bennett was the healthcare administrator at Newcastle Place, a continuing care retirement community located in Milwaukee, Wisconsin. In 2012, he participated in the Life Care Services Professional Development Program for Executive Directors, in which he was given the opportunity to develop his skills as a senior living executive. Mr. Bennett currently serves as the board president for ACCESS of Wilmington, a nonprofit organization that eliminates barriers to health and wellness through sports, recreation and fitness for those living with disabilities.

## **II. THE VILLAGE**

## **THE MISSION**

The Mission of Plantation Village is to be a welcoming village for a stimulating and secure life with superior services.

## **THE LOCATION**

The Village is located on 56 acres of land and is less than one-half mile from the Intracoastal Waterway and seven miles northeast of the Wilmington city limits. The site has frontage on Porters Neck Road and is located on adjoining property to The Davis Community.

## **PLANTATION VILLAGE**

The Village is a continuing care senior living community designed to accommodate persons 62 years of age or older in a dignified manner. Currently, the Village has 245 residences including 2 cottages, 66 duplex homes, 48 villas, and 129 apartments with more than 25,500 square feet of common space. The community will accommodate approximately 488 residents. As of December 31, 2020, 220 residences were occupied, and there were 294 Village residents.

Presently, the types of residences available include one- or two-bedroom units, with full kitchens, one or two baths, and verandas. Some of the residences include screened porches and garages. All of the residences are equipped with safety features, which include emergency nurse call signals in the master bedroom and bath.

In addition to the primary intent of the Village, which is to assure the residents of continuing care throughout their retirement years, the Village is designed to create an environment that will enrich the lives of the people who live and work there. The design of the main commons facility provides areas for dining and meetings without detracting from the homelike environment of the Village. The Village also contains solarium lounges equipped with small libraries, personal laundry facilities, a main lobby/lounge with fireplace, administrative offices, a main dining room overlooking Blue Heron Pond, a private dining room, private storage, a Resident Care Center, an arts and crafts room, a library, a beauty/barber salon, and a large auditorium and a large patio area that overlooks Blue Heron Pond. Other common areas include an indoor pool, exercise room, woodworking shop, outdoor areas for gardening, and nature pathways.

## **FACILITY EXPANSION AND RENOVATION**

### Current Community

Built as a nonprofit retirement community nearly 30 years ago; Plantation Village is a 56-acre senior living community located in Wilmington, North Carolina. The Community currently has 4 three-story residential apartment building containing 132 independent living apartments as well as 116 one-story duplexes and quadraplexes. The complete continuum of care is contracted with the adjacent Davis Health Care Center, providing assisted living, memory support, skilled nursing and rehabilitation

services. The Community also has a hobby shop for resident woodworking and crafts as well as a maintenance shop. They also have a community common building which houses administrative functions, dining, multi-purpose auditorium, wellness space, pool and several other resident focused spaces.

### Prior Renovations

Plantation Village started in 1988 with just a small common building and one 35-unit apartment building. Over the next 30 plus years they added 8 quadraplex building consisting of 32 units, a 35 unit and 36-unit apartment buildings, 4 quadraplexes with 16 units and multiple duplex buildings totaling 33 units and 2 single family homes. During this time the common building was expanded and renovated multiple times.

In 2015, Plantation Village a small expansion and renovation project that added 1 three-story apartment building with 27 units. This project also expanded wellness, added a multi-purpose auditorium, added a porte-cochere to the main entrance of the common building and renovated the current dining space.

### Current Project Master Plan – Phase I

The Owner began considering the current expansion in 2019 and engaged LCS Development as its Development Consultant for the proposed project. In 2019 LCSD performed a master planning exercise to assist the Owner in defining the scope for the project. In 2019 and 2020, the Owner assembled its final Development Team that includes LCSD as Development Consultant; CJMW as Architect; Frank L. Blum Construction Company as Construction Manager; and HJ Sims as Financial Advisor. All these firms have extensive experience in the senior housing industry, both nationally and in North Carolina.

The current master plan that was completed in 2019 calls for the demolition of 32 quadraplex units, 105 apartment units, and the maintenance complex; to be replaced with 189 apartment units in a variety of two-story and three-story buildings as well as some more cottages. In addition, the plan calls for relocation of the maintenance complex, including woodworkers/hobby shop. Additions and renovations to the clubhouse are included to expand the catering kitchen for the existing multi-purpose auditorium, to expand the options and capacity of the dining, and to enhance amenities. Exterior amenities enhancements include walking trails, a dog park, garden plots, and other outdoor activity areas as determined by the community staff and residents.

Phase 1 of the current project began with the expansion and renovation of the Community Building and includes amenity spaces such as a Bistro, a Lounge/Bar, a Market, Traditional Dining, Outdoor Dining, Game Room, Arts Studio, a Classroom/Cinema, and a Board Room. Also included are minor renovations to the recently constructed auditorium to provide better catering services to this space. The new common areas will meet the needs of the growing population of independent living residents.

The three new residential buildings will contain 12 apartments each with parking below. Another building containing eight independent living apartments with carports and covered walkway is included for a total of 44 new apartments added to the campus inventory.

Relocation of the maintenance complex and wood shop is required to provide site area for the



three new residential buildings. This will provide a maintenance area for the purpose of storing equipment. It will also provide a new and improved wood shop to replace the existing shop. Also included in Phase 1 are some new outdoor amenities for Plantation Village Residents to enjoy, including dog park, community gardens, walking paths, bocce ball court, restructured ponds and landscaping.

The Current plan calls for a groundbreaking and construction to commence in early December of 2021. The Phase I expansion project is expected to be completed in April of 2023.

#### Financial impact on current residents

The proposed expansion will not have a significant negative impact on current residence. In fact, the Owner is confident that, with the renovation and expansion of the common building with new dining services and several new indoor and outdoor amenities, Plantation Village will be much better positioned in its competitive market after the expansion. Also, the addition of new independent living units will allow Plantation Village to create better operating efficiencies by spreading certain fixed operating and administrative costs over a larger number of units.

#### Plan of Finance

HJ Sims has completed the plan of finance for the Phase 1 project. The subcommittee of the Finance Committee reviewed several financing options ranging from an all-bank financing option to an all-fixed rate bond financing option utilizing anywhere from 70% to 90% of the Initial Entrance Fees expected to be collected from the expansion to repay the financing before the remaining amount began amortizing.

Ultimately, the subcommittee selected the plan of finance that would minimize cost and risk to Plantation Village while maximizing the efficiency of the capital structure. That plan of finance consists of three tranches of financing – a short term draw down bank loan to be repaid from Initial Entrance Fees from the project, an interim term draw down bank loan extending out to 15 years that will be repaid with cash flow from Plantation Village’s operations, and long-term fixed rate bonds that will be interest only until the bank debt is fully repaid and then will amortize from years 16-30.

This financing structure allows Plantation Village to maximize the amount they can borrow from the bank, which they can borrow as needed along the way reducing the amount of capitalized interest that needs to be funded while giving them the security of having long-term low interest fixed rate bonds fully amortizing out 30 years from closing. Banks wouldn’t extend loans beyond a 15-year time period, which would require Plantation Village to have to refinance a balloon payment at year 15 when interest rates could be higher, or the lending environment could be different. By combining these three layers of debt, Plantation Village can reduce its overall cost of borrowing and maintain a stable platform of debt service upon which future expansions may be layered.

#### Impact on community structures for the provision of resident services

Additional independent living units allows the community to spread the cost of services and commons over a larger number of residents and thus increase efficiencies. Adding and improving the outdoor amenities and renovating the existing community building will significantly increase the marketability of Plantation Village and new competition continues to be added in the area.

This proposed expansion will benefit Plantation Village and its residents by:

- Increasing the number and percentage of the larger independent living units which are most desired by the market
- Improving and significantly renovating the community building with better dining services and offerings
- Improving and increasing the amount of outdoor amenity space available to the residents
- Increasing the marketability of the existing and proposed independent living units by all the improvements listed above

## **THE PERSONNEL**

Subject to approval by the Board of Directors, Life Care Services employs the Executive Director of the Village. All other personnel are employed by us Plantation Village. A Medical Director is available 24-hours per day on a consulting basis.

## **SERVICES AND AMENITIES**

The decision to move into a continuing care senior living community involves careful consideration of many factors, including the services to be provided. The services to be provided to residents for the Monthly Fee and for an extra charge are listed in the Residency Agreements. Residents will receive monthly billing statements outlining the Monthly Fees and any extra charges.

Below, we have provided a more detailed description of the services and amenities available to you. The procedures to be followed in furnishing these services and amenities may be modified by the Village.

### **Activities**

The Community Life Services Director is responsible for scheduling group events and transportation, preparing weekly updates, and overseeing the arts, crafts, and other planned activities (social, education, cultural, spiritual and recreational) in the residential portion of the Village. Some activities are included in the Monthly Fee, and others may be for an additional charge.

### **Beauty and Barber Salon**

Beauty and barber salon services are available for an extra charge.

### **Building and Grounds Maintenance**

The Village maintains all residences, common areas, buildings, grounds, and site amenities. Residents are responsible for maintenance and upkeep of any equipment installed and/ or owned by the resident.

### **Cable Television and Internet Access**

Cable television and access to the internet are included in the Monthly Fee.

### **Common Area Amenities**

Common area amenities are available during scheduled hours, and include, but are not limited to: fitness center with indoor pool; auditorium, , arts and craft room, gardening area, woodworking shop and artists' studio.

## **Dining Services**

Residents are provided with one full meal each day in the dining room as part of their Monthly Fees. Meals may be taken at any scheduled time during the month, and additional meals (including guest meals) are available for an extra charge, which will be added to the resident's monthly statement. Residents also have the option of contracting for additional meals on a monthly basis. There is an additional charge for guest meals.

A cook-to-order menu is offered each and every day with a wide variety of choices, served by a friendly wait staff, in the resort-style dining room known as the Magnolia Room restaurant with a panoramic view of scenic Blue Heron Pond. Daily specials feature a fresh "catch of the day," and made-to-order selections are prepared just as a resident would like. Delicious, heart-healthy options are also available, making it easy to eat healthy. Alcoholic beverages are also available for an extra charge.

A private dining room is available for use by residents and their guests. Special meals, if desired, are available for an additional charge.

## **Emergency Call System**

All residences have an emergency call system located in the master bedroom and bathroom. The purpose of the system is to summon help in an emergency. The emergency call system is connected to an indicator panel in the Resident Care Center, which identifies the residence from which the signal initiated. Village personnel with emergency training will respond to calls from the emergency call system and will summon any other appropriate emergency services as required. Emergency telephone calls may also be made by designated personnel directly to the Medical Director.

## **Guest Accommodations**

Guest accommodations are available for an extra charge with advance reservation. There is a seven-day limit on usage.

## **Health Care Services**

Assisted living and nursing care services are available to all residents of the Village. For more detailed information, please see "Health Services" beginning on page 16 of this Disclosure Statement.

## **Home Care Services Program**

The Village offers additional personal services to its residents through its licensed Home Care Services Program. The purpose of this program is to provide assistance to residents.. Services include, but are not limited to: assistance with bathing, dressing, household tasks, and escort to appointments and with errands.

## **Housekeeping**

The Village provides regular housekeeping services to residents. Housekeeping services include: cleaning, dusting, and vacuuming the interior of the residence on a weekly basis; cleaning hard surface floors; and cleaning ovens and windows (as needed). Carpets are cleaned approximately every 12 months, and, at other times, spot cleaning is done. Furniture is moved at least once a year for cleaning hard-to-reach areas. Additional housekeeping services are available at additional charge.

**Laundry**

The Village provides weekly regular flat laundry service to the residents. Flat laundry is washed, dried, folded, and returned within a set time. Such service includes: sheets, pillowcases, towels, facecloths, dishcloths, and table linens. Although the use of permanent-press linen is strongly recommended, the staff will launder non-permanent press items, but will not iron flat laundry. Laundry facilities are also available so residents can wash and dry personal laundry. Personal laundry service (non-dry clean items) is available for an extra charge.

**Other**

Certain other services, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment will be available at an extra charge. Further, other optional services related or unrelated to care in Champions Assisted Living or the Champions Health Care Center as approved by us may also be available for extra charge.

**Parking**

Surface parking is available for residents and guests. In addition, a limited number of carports are available for an extra charge.

**Residence**

Each residence is equipped with a complete kitchen, including refrigerator, range with oven, over-the-range microwave, garbage disposal, and dishwasher. Smoke detectors are also located in each residence.

**Security**

The Village provides security personnel 24 hours a day, seven days a week. For the residents' added safety, all entrance and exit doors are locked in the evening, requiring the resident to use a key to gain entrance.

**Storage**

Each residence includes a storage area, as part of the Monthly Fee.

**Telephone Service**

Local and long-distance telephone service is included in the Monthly Fee (with some limitations). The resident is required to provide his or her own telephones.

**Transportation**

Scheduled bus or other transportation services are provided Monday through Friday. Areas of regularly scheduled transportation generally include shopping centers, medical offices, and other professional offices. On Sundays, scheduled transportation is also provided to places of worship within the area. Special events transportation may be at extra charge to each participant.

**Utilities**

The following utilities are included in the Monthly Fee: air conditioning, heating, electricity, water, sewer, and trash disposal.

## **OTHER MISCELLANEOUS INFORMATION**

**Gratuities:** Gratuities are not permitted, and employees who accept them are subject to discharge. Residents have established an employee appreciation fund to be shared with each employee during the Holidays on a basis determined by the residents and administration.

**Pets:** The Village has adopted a pet policy, wherein certain pets are allowed in the residences. A resident is required to sign a pet agreement and pay a non-refundable pet fee. See administration for a copy of the pet policy and pet agreement.

## **HEALTH SERVICES**

### **Assisted Living**

We provide assisted living care through Champions Assisted Living (the "Champions"), or in an alternate assisted living facility which we own or with which we may contract to provide assisted living care. Champions is a part of The Davis Community and is located adjacent to the Village.

A resident may be temporarily or permanently assigned to Champions if the resident is determined to need such care. Accommodations in Champions will be in a private one-bedroom suite or special care suite, depending on the level of care required by the resident. If the resident wishes to occupy a larger suite, resident will be charged the difference in the charges between the larger suite and the suites listed above.

We will cover the charges for temporary assisted living care at Champions (or the alternate assisted living facility) for up to 30 calendar days for each resident each fiscal year (the "Free Days of Care"). If there are two residents under the Residency Agreement, the Village will allow the residents to combine the Free Days of Care to be used by only one resident. During such time, the resident will continue to pay the Monthly Fee for his/her residence (first and second person as applicable), the charges for additional meals per day not covered by the Monthly Fee, and the charges for any additional services and supplies incurred by the resident. If the resident utilizes more than the Free Days of Care during a temporary stay, then he/she will be responsible for paying the full daily rate charged by Champions or the alternate assisted living facility, as well as the Monthly Fee for his/her residence (first and second person as applicable) and the charges for any additional services and supplies incurred by the resident. Once permanently assigned to assisted living, the resident no longer qualifies for the Free Days of Care. Any unused Free Days of Care will not be carried over to the next year.

If there is one resident occupying the residence and that resident is permanently assigned to Champions (or the alternate assisted living facility), he/she will be required to vacate and release the residence. The Monthly Fee will continue until removal of the resident's personal property from the residence. Payment for permanent assisted living care is outlined as follows:

If a resident is permanently assigned to assisted living, the resident will pay each month a per diem charge as defined herein, in lieu of the Monthly Fee. The per diem charge is a percentage of the daily rate then being charged by Champions to nonresidents of the Village for like accommodations. As of the date of this Disclosure Statement, the

percentage is set at 75 percent. Upon 60 days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, state or federal laws or regulations). In addition to the per diem charge, the resident will pay for any additional services incurred by the resident.

If there are two residents, and one resident is permanently assigned to Champions (or the alternate assisted living facility), payment for assisted living is outlined as follows:

- If one resident is permanently assigned to assisted living, that resident will pay the per diem charge as defined herein. The per diem charge is a percentage of the daily rate then being charged by Champions to nonresidents of the Village for like accommodations. As of the date of this Disclosure Statement, the percentage is set at 75 percent. Upon 60 days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, state or federal laws or regulations). In addition, said resident will pay for any additional services incurred by the resident. Further, for the resident occupying the residence while the other is a resident of assisted living, said resident will continue paying the first person Monthly Fee for the residence. In the event the resident in the residence dies while the other one is assigned to assisted living, the resident assigned to assisted living will continue to pay the per diem charge and the first person Monthly Fee. The Monthly Fee for the residence will cease when the residence is vacated.

### **Health Center Care**

We provide skilled and intermediate nursing care services through the Davis Health Care Center or another licensed health care center which we own or with which we may contract to provide nursing care. The Health Care Center is a part of The Davis Community and is located adjacent to the Village.

Health center accommodations shall be in a semiprivate room unless a private room is a medical necessity. If a resident desires an available private room but resident's medical treatment does not require resident to be in a private room, resident may obtain a private room upon agreement to pay the difference between private and semiprivate rates.

We will cover the charges for temporary nursing care at the Davis Health Care Center (or the alternate health care center) for up to 30 calendar days for each resident each fiscal year (the "Free Days of Care"). If there are two residents under the Residency Agreement, the Village will allow the residents to combine the Free Days of Care to be used by only one resident. During such time, the resident will continue to pay the Monthly Fee for his/her residence (first and second person as applicable), the charges for additional meals per day not covered by the Monthly Fee, and the charges for any additional services and supplies incurred by the resident. If the resident utilizes more than the Free Days of Care during a temporary stay, then he/she will be responsible for paying the full daily rate charged by the Davis Health Care Center or the alternate health care center, as well as the Monthly Fee for his/her residence (first and second person as applicable), and the charges for any additional services and supplies incurred by the resident. Once permanently assigned to the health center, the resident no longer qualifies for the Free Days of Care. Any unused Free Days of Care will not be carried over to the next year.

If there is one resident occupying the residence and that resident is permanently assigned to the Davis Health Care Center (or alternate health care facility), he/she will be required to vacate and release the residence. The Monthly Fee will continue until removal of the resident's personal property from the residence. Payment for permanent nursing care is outlined as follows:

- If a resident is permanently assigned, the resident will pay each month a per diem charge as defined herein, in lieu of the Monthly Fee. The per diem charge is a percentage of the daily rate then being charged by the Davis Health Care Center to nonresidents of the Village for like accommodations. As of the date of this Disclosure Statement, the percentage is 75 percent. Upon 60 days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, state or federal laws or regulations). In addition to the per diem charge, the resident will pay for any additional services incurred by the resident.

If there are two residents, and one resident is permanently assigned to the Davis Health Care Center, payment for nursing care is outlined as follows:

- If one resident is permanently assigned to the health center, that resident will pay the per diem charge as defined herein. The per diem charge is a percentage of the daily rate then being charged by the Davis Health Care Center to nonresidents of the Village for like accommodations. As of the date of this Disclosure Statement, the percentage is set at 75 percent. Upon 60 days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, state or federal laws or regulations). In addition, said resident will pay for any additional services incurred by the resident. Further, for the resident occupying the residence while the other is a resident of the Davis Health Care Center, said resident will continue paying the first person Monthly Fee for the residence. In the event the resident in the residence dies while the other one is assigned to the health center, the resident assigned to the health center will continue to pay the per diem charge and the first person Monthly Fee. The Monthly Fee for the residence will cease when the residence is vacated.

## **RESIDENT CARE CENTER**

The Village provides emergency health care in the Resident Care Center, which is staffed by emergency personnel 24-hours a day, seven days a week. The Resident Care Center is utilized to respond to resident's emergency calls and to provide temporary nursing care and outpatient services. Outpatient services are provided by a nurse during regularly scheduled office hours. The nurse is available for routine consultations and checks of weight, blood pressure or other preventive care services. Some routine outpatient services are included in the Monthly Fee. However, special services such as injections and medication management are governed by State regulations and are subject to an additional charge. Delivery service from several pharmacies to the Resident Care Center is provided for the residents' convenience. Other Resident Care Center services are available for an extra charge.

## **CONTRACTS AND FEES**

We have retained Life Care Services to manage the Village pursuant to a management agreement. Under the management agreement, we pay Life Care Services a monthly fee for management of the Village, which is subject to annual adjustment.

No person or entity involved in the management of the Village has any proprietary interest in the Village. All contracts involving the management of the Village were negotiated between Life Care Services and us. We are not affiliated with Life Care Services or any affiliate of Life Care Services.



## **III. THE PROPOSAL**

## **THE LIFE CARE CONCEPT**

The life care concept ensures an individual lifetime use of a residence, support services, assisted living care, and long-term nursing care if he or she can no longer live in a residence. This concept has grown as the result of the increasing number of men and women reaching retirement age and the concern for providing an alternative to traditional retirement living.

## **RETURN OF CAPITAL™ PLAN**

Senior living has evolved over the years in many ways. Probably the most dramatic is the handling of the historical, one-time "Entrance Fee." Originally, this Entrance Fee became the property of the community the day the resident assumed occupancy. This appeared to some to be inequitable for an individual who only was a resident for a short time, despite the balancing effect for the very long-term resident. As a consequence, the practice evolved of providing partial refunds to the estates of deceased residents with increasing percentages of the fee being "earned" and hence retainable by the owner over a series of months.

The Return of Capital™ Residency Agreements for the Village go one step further. Under the 90 Percent Return of Capital™ Plan, the resident or resident's estate will be eligible for a partial reimbursement of up to 90 percent of the Entrance Fee. Under the 50 Percent Return of Capital™ Plan, the resident or resident's estate will be eligible for a partial reimbursement of up to 50 percent of the Entrance Fee. Partial reimbursement is subject to the deductions specified in the Return of Capital™ Residency Agreements and will be paid only after receipt of the proceeds paid by the new resident and reoccupancy of the residence.

The release of the residence upon permanent assignment to Champions Assisted Living or the Davis Health Care Center (or alternate facilities) does not qualify a resident for partial reimbursement of the Entrance Fee under the Residency Agreements. Once the residence is released, it will be remarketed.

Copies of the Return of Capital™ Residency Agreements are attached to this Disclosure Statement as Exhibits B and C.

## **TRADITIONAL PLAN**

The Village is offering a Traditional Residency Agreement on a limited basis in addition to the 90 Percent Return of Capital™ and the 50 Percent Return of Capital™ Residency Agreements currently in place. Entrance Fees are less under the Traditional plan vs. those paid under the Return of Capital™ plans. Further, the Entrance Fee paid by the resident will reduce at a rate of 2 percent per month of occupancy (or portion thereof). After 50 months of occupancy, the Entrance Fee reduces to a zero balance, and no refund will be paid. Any refund of the Entrance Fee due to the resident or his/her estate will be paid, without interest, within 30 days following the date the residence is reoccupied by a new resident and the Village has received the total Entrance Fee from the new resident.

The release of the residence upon permanent assignment to Champions Assisted Living or the Davis Health Care Center (or alternate facilities) does not qualify a resident for partial

reimbursement of the Entrance Fee under the Traditional plan. Once the residence is released, it will be remarketed.

A copy of the Traditional Residency Agreement is attached to this Disclosure Statement as Exhibit D.

## **THE RESIDENCY AGREEMENTS**

Upon deciding to become a resident of the Village, a future resident will execute a Residency Agreement to reserve the residence selected. The description of the Residency Agreements and the terms of residency contained in this Disclosure Statement are qualified by reference to the applicable form of Residency Agreement. Which Residency Agreement a prospective resident signs depends upon which refund provisions the resident prefers and which residence the resident wishes to live in.

We reserve the right to offer to new prospective residents alternative forms of Residency Agreements from time to time.

The basic terms and conditions relative to fees due under the Residency Agreements and services provided are summarized as follows:

1. **Payment of the Entrance Fee.** Payment of an Entrance Fee assures a resident a place in the Village for life and lifetime access to Champions Assisted Living or the Davis Health Care Center (or in alternate facilities which we own or with which we may contract to provide these services) as long as the resident complies with the Residency Agreement. At the time the resident makes application for residency at the Village, the residence will sign a Residency Agreement to reserve the residence selected and will pay an Entrance Fee deposit to the Community. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 120 days after the Residency Agreement is executed by the resident.

2. **Second Person Entrance Fee.** If there are two residents under the Residency Agreement, they will be required to pay a second person Entrance Fee at the same time that the balance of the initial Entrance Fee is due. The second person Entrance Fee is nonrefundable.

### **3 Reimbursement of the Entrance Fee.**

3.1 **Right of Rescission.** In accordance with North Carolina laws and regulations governing continuing care retirement communities, a resident has the right to rescind the Residency Agreement within thirty (30) days following the later of (i) his/her execution of the Residency Agreement; or (ii) the receipt of a Disclosure Statement. The resident is not required to move into the Village before the expiration of the 30-day rescission period. If the resident rescinds the Residency Agreement, the Village will refund all amounts paid by the resident, without interest, less periodic charges specified in the Residency Agreement and applicable only to the period the residence was actually occupied by the resident, less a non-refundable fee equal to \$2,500, and less those costs incurred by the Village pursuant to the resident's written request, which will be reduced from the Entrance Fee, within 60 days following cancellation.

32 **Prior to Occupancy** - The portion of the Entrance Fee paid is fully refundable prior to occupancy if (i) the resident is not accepted for residency, (ii) the resident provides written notice of rescission within 30 days, (iii) the resident becomes unable to occupy his or her residence due to change of condition, such as death, illness, injury or incapacity, or (iv) resident elects to cancel the residency agreement because of a substantial change in the resident's physical, mental or financial condition. The Village will refund all amounts paid by the resident, without interest, less those costs incurred by the Village pursuant to resident's written request, within 60 days following cancellation. If the resident cancels the Residency Agreement for reasons other than those set forth in (i), (ii), (iii), and (iv) above, the resident will receive a refund of all amounts paid, less a non-refundable fee equal to \$2,500, which will be reduced from the Entrance Fee, and less those costs incurred by the Village pursuant to resident's written request, within 60 days following cancellation.

33 **After Occupancy** - After occupancy, if we or the Resident cancels the residency agreement pursuant to Section 8 or 9 of the Residency Agreement, or in the event of the resident's death, the resident or resident's estate will receive a refund of either 90 percent or 50 percent of the Entrance Fee (depending on which Return of Capital™ Plan Residency Agreement was entered into with the resident). Under the Traditional plan, the Entrance Fee paid by the resident will reduce at a rate of 2 percent per month of occupancy (or portion thereof). After 50 months of occupancy under the Traditional plan, the Entrance Fee reduces to a zero balance, and no refund will be paid.

Refund, if any, will be paid within 30 days following the date of our receipt of the proceeds of the total Entrance Fee paid by a new resident. The Entrance Fee refund will be reduced by any fees or charges owed to us under the Residency Agreement. The second person Entrance Fee is nonrefundable.

4. **Payment of a Monthly Fee.** The resident is required to pay a Monthly Fee to the Village. A pro rata portion of the Monthly Fee is required to be paid on or before moving into the Village or within 120 days of the date the resident executes the Residency Agreement. Thereafter, the resident is obligated to pay the Monthly Fee by the fifth business day of each month. The Monthly Fees are intended to be used by us to fund all on-going costs of operating the Village.

The amount of the Monthly Fee in effect at the time a Residency Agreement is executed will be clearly stated in the Residency Agreement. Total Monthly Fees are higher when a second person also shares a residence. The Monthly Fee may be changed upon 60 days' written notice to the residents and will be increased only if it is necessary (i) to meet the financial needs of the Village, (ii) to provide services to the residents, (iii) to maintain the premises and residences, (iv) to maintain reserve funds required pursuant to financing or State statutory or regulatory requirements, and (v) for prudent management of the Village.

Following is a table showing the average dollar amount of increase in the Monthly Fees for the current year and for the previous five years:

**Average Increase in Monthly Fees**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
First Person	\$88	\$108	\$108	\$121	\$127	\$129
Second Person	\$28	\$37	\$37	\$41	\$0	\$42

5. **Services and Amenities.** Section 1 of the Residency Agreements describes the services and amenities provided to the resident for the Monthly Fee. Additional services and amenities provided for an extra charge are listed in Section 2 of the Residency Agreements. A list of items available for an extra charge, including the fees for such items, is included in this Disclosure Statement as Exhibit H. The list can also be obtained from the Village's Marketing Office.

6. **Assisted Living.** The terms governing assisted living care are outlined in Section 3 of the Residency Agreements. Fees for assisted living care (including any increases) are established directly by The Davis Community. Residents receive a percentage discount off of the established daily rate, which as of the date of this Disclosure Statement, is set at a 25 percent discount.

7. **Nursing Care.** The terms governing nursing care are outlined in Section 4 of the Residency Agreements. Fees for nursing care (including any increases) are established directly by The Davis Community. Residents receive a percentage discount off of the established daily rate, which as of the date of this Disclosure Statement, is set at a 25 percent discount.

8. **Criteria for Resident Acceptance and Continued Acceptance.** Residency Agreements are subject to acceptance by us. At the time of the execution of a Residency Agreement, the resident must be 62 years of age or older, capable of living in a residence (with or without reasonable accommodation or reasonable modification), and have sufficient financial resources to pay the Entrance Fee, second person Entrance Fee, Monthly Fees and any extra charges incurred as defined in the Residency Agreement.

Financial evaluation is primarily dependent upon two factors (1) net worth and average monthly income. Generally, a prospective resident should have a minimum net worth equal to two (2) times the amount of the Entrance Fee (prior to payment of the Entrance Fee). Generally, a prospective resident should have a minimum monthly income range of one and one-half (1½) two (2) times the Monthly Fee (including second person fees when applicable) in effect at the time of residency. The stability and certainty of continued income will also be a factor in the evaluation process.

An inquiry will be made of all prospective residents regarding the prospective resident's ability to live in a residence, with or without reasonable accommodation or reasonable modification. To determine whether a prospective resident meets the health guidelines, the following information will be gathered: (1) insurance and health information will be obtained on a Confidential Data Application and Resident Health Information Form – to be completed by the prospective resident; (2) a Memory Health Assessment will be administered by the Village; and (3) a Confidential Medical History and Health Examination will be completed by the prospective resident's physician.

After executing a Residency Agreement but prior to occupancy, we can cancel the Residency Agreement if the resident does not pay his or her Entrance Fee, for non-acceptance based on the residency criteria listed above, or if the resident is unable to occupy the residence because of illness, injury or incapacity.

If the resident encounters financial difficulties after becoming a resident and is unable to pay the total Monthly Fee, these charges may be deferred. The resident will be permitted to remain at the Village if this does not impair our ability to operate the Village on a sound financial basis. If the resident needs assisted living or nursing care after experiencing financial difficulty, the resident will receive such care in an assisted living or health care center as appropriate. The resident will not be required to apply for any public assistance programs.

We have the right to cancel the resident's residency (i) if the resident does not comply with the terms of the Residency Agreement or the published operating procedures, covenants, rules, regulations or policies; or (ii) for nonpayment of fees or charges; or (iii) if it is determined the resident's health status or behavior constitutes a substantial threat to the health or safety of the resident or others, including refusal to consent to relocation, or would result in physical damage to the property of others or the Village; and/or (iv) there is a major change in the resident's physical or mental condition and resident's condition cannot be cared for in Champions Assisted Living or Davis Health Care Center (or alternate facilities) within the limits of their licenses.

9. **Provisions for New Second Resident.** No person other than the resident may occupy the residence without our written approval. If a second person, who is not a party to the Residency Agreement, wishes to become a resident of the Village, that person's acceptance will be in accordance with the Village's current residency policy. A second person Entrance Fee as determined by the Village will be paid upon residency. In addition, each month the then-current Monthly Fee for second persons will be paid. If the second person does not meet the requirements for residency, he or she will not be permitted to occupy the residence for more than 30 days (except with our written approval), and the resident may cancel the Residency Agreement.

10. **Provisions for Resident Marrying.** Should the resident marry, the spouse's acceptance will be in accordance with the Village's current residency policy governing all other admissions. A second person Entrance Fee as determined by the Village will be paid upon residency. Each month the then-current Monthly Fee for second persons will be paid. If the resident's spouse does not meet the residency requirements, he or she will not be permitted to occupy the residence for more than 30 days (except with our express written approval), and the resident may cancel the Residency Agreement. Should the resident marry a person who is also a resident of the Village and should they decide to occupy one residence, they must declare which residence will be occupied and which residence will be released (or they may choose to release both of their residences and occupy a new residence). The Entrance Fees paid by the residents may or may not be adjusted, depending on the residences occupied and released. The Monthly Fee will be adjusted to the then-current first and second person Monthly Fee in effect for the occupied residence.

11. **Resident's Cancellation Rights.** The resident may cancel a Residency Agreement for any reason at any time before the resident moves into the Village. The refund of the resident's Entrance Fee is described in Paragraph 3.1 above. After moving into the Village, the resident may cancel a Residency Agreement at any time by giving us 120 days' written notice. When the resident's residence is reoccupied by a new resident, and upon receipt of the proceeds of the total

Entrance Fee paid by the new resident, we will remit to the resident (or to the resident's estate) a refund as described in Paragraph 3.2 above.

12. **Our Cancellation Rights.** We may cancel a Residency Agreement after it has been accepted only for just cause as set forth in the Residency Agreements. Just cause shall exist if (i) the resident does not comply with the terms of the Residency Agreement or the published operating procedures, covenants rules, regulations, and policies for residents of the Village, (ii) nonpayment of fees; (iii) resident's health status or behavior constitutes a substantial threat to the health or safety of the resident, other residents, and others, or would result in physical damage to the property of others or the Village; and/or (iv) there is a major change in the resident's physical or mental condition, and said condition cannot be cared for in Champions Assisted Living or Davis Health Care Center (or alternate facilities) within the limits of their licenses.

Before canceling a Residency Agreement, we will give the resident written notice of the reasons and will give the resident 30 days to correct the problem. However, if it is determined that the 30 days is detrimental to the resident or other residents or staff of the Village, this waiting period will not be required. If we cancel the residency agreement, the resident will be entitled to receive a portion of the Entrance Fee described in Paragraph 3.2 above.

13. **Tax Considerations.** Each person considering executing a Residency Agreement should consult with his or her tax advisor regarding the tax considerations associated with the Residency Agreement. See the discussions of medical expense deductions found on page 30 of this Disclosure Statement.

## **RESIDENCE TRANSFERS**

All residence transfers must be approved by the Executive Director of the Village. The Monthly Fee will be adjusted, and the Entrance Fee may be adjusted accordingly, all as set forth in a Transfer Amendment to the Residency Agreement. Residents transferring residences will pay an applicable transfer fee and a portion of the charges and expenses associated with refurbishing the residence being vacated. The Monthly Fee paid by the resident will be adjusted to the level of the current Monthly Fee for the new residence as of the date of occupancy of the new residence. Please see the Executive Director for further details on residence transfers.

**90 PERCENT RETURN OF CAPITAL™  
ENTRANCE FEE TABLE**

<b>Type of Residence</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Apartments:</b>						
One-Bdrm Convertable	151,700	151,700	154,700	156,247	156,250	159,400
One-Bdrm Traditional	186,550	192,147	196,000	197,960	197,950	201,900
One-Bdrm Deluxe	218,325	224,875	229,400	231,694	231,700	236,350
Two-Bdrm Traditional	252,150	259,715	264,900	197,960	267,550	201,900
Two-Bdrm Lakeside	268,550	276,607	282,100	284,921	284,900	290,600
Two-Bdrm Combo	280,850	289,276	295,100	298,051	298,050	304,000
Two-Bdrm Deluxe	283,925	292,443	298,300	301,283	301,300	307,350
Two-Bdrm Classic	287,000	295,610	301,500	304,515	304,500	310,600
<b>Villas:</b>						
Deluxe Villa	282,900	291,837	297,700	306,631	321,950	333,200
Custom Villa	315,700	325,171	331,700	340,518	358,750	371,300
Villa Traditional	314,675	324,115	330,600	341,651	357,550	370,050
Villa Special	350,550	361,067	368,300	379,349	398,300	412,250
<b>Duplexes:</b>						
Vista	322,875	332,875	339,500	349,685	367,150	380,000
Regency	339,275	349,453	356,400	367,092	385,450	398,950
Vista II	345,425	355,788	362,900	373,787	392,500	406,250
Regency II	357,725	368,457	375,800	387,074	406,450	420,700
Royale	371,050	382,182	389,800	401,494	421,550	436,300
Grande	377,200	388,516	396,300	408,189	428,600	443,600
Royale II	395,650	407,520	415,700	428,171	449,600	465,350



<b>Type of Residence</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Grande II	402,825	414,910	423,200	435,896	457,700	473,700
Ashton	404,773	416,916	425,300	438,059	459,950	
Baywater	394,523	406,359	414,500	426,935	448,300	
Ashton Cottage	409,898	422,195	430,600	443,518	454,100	
Baywater Cottage	399,648	411,637	419,900	432,497	465,700	
<b>Second Person Non-Refundable Entrance Fee</b>	20,000	20,000	20,000	20,000	20,000	20,000
<b>Plantation Place Apartments</b>						
One Bedroom Elmwood	247,917	255,355	260,500	268,315	281,750	291,600
One Bedroom Ashland	254,784	262,428	267,700	275,731	289,500	299,650
Two Bedroom Ingleside	295,989	304,869	311,000	320,330	336,350	348,100
Two Bedroom Oatland	302,857	311,943	318,200	327,746	344,150	356,200
Two Bedroom Orton	378,399	389,751	397,500	409,425	429,900	444,950
Two Bedroom Woodlawn	364,664	375,604	383,100	394,593	414,300	428,800
Two Bedroom Waverly	383,893	395,410	403,300	415,399	336,150	451,400
Two Bedroom Carlisle	405,869	418,042	426,400	439,192	461,150	477,300
Two Bedroom Covington	397,628	409,557	417,700	430,231	451,750	470,000
<b>Second Person Non-Refundable Entrance Fee</b>	20,000	20,000	20,000	20,000	20,000	20,000

**50 PERCENT RETURN OF CAPITAL™  
ENTRANCE FEE TABLE**

<b>Type of Residence</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Apartments:</b>						
One-Bdrm Convertable	100,348	100,348	102,400	103,424	103,400	105,450
One-Bdrm Traditional	123,210	126,906	129,400	130,694	130,700	133,300
One-Bdrm Deluxe	144,525	148,860	151,800	153,318	153,300	156,350
Two-Bdrm Traditional	167,075	172,087	175,500	177,255	177,250	180,800
Two-Bdrm Lakeside	178,350	183,700	187,400	189,274	189,250	193,050
Two-Bdrm Combo	186,550	192,147	196,000	197,960	197,950	201,900
Two-Bdrm Deluxe	188,600	194,258	198,100	200,081	200,100	204,100
Two-Bdrm Classic	190,650	196,370	200,300	202,303	202,300	206,350
<b>Villas:</b>						
Deluxe Villa	185,525	191,091	194,900	200,747	210,800	218,200
Custom Villa	209,100	215,373	219,700	226,291	237,600	245,900
Traditional	209,100	215,373	219,700	226,291	237,600	245,900
Special	231,650	238,600	243,400	250,702	263,250	272,450
<b>Duplexes:</b>						
Vista	214,225	220,652	225,100	231,853	243,450	251,950
Regency	224,475	231,209	235,800	242,874	255,000	263,950
Vista II	228,575	235,432	240,100	247,303	259,650	268,750
Regency II	237,800	244,934	249,800	257,294	270,150	279,600
Royale	244,975	252,324	257,400	265,122	278,400	288,150
Grande	244,000	250,100	262,800	270,684	278,400	294,150

<b>Type of Residence</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Royale II	262,400	252,324	275,700	283,971	298,150	308,600
Grande II	267,525	275,552	281,100	289,533	304,000	314,650
Ashton	292,023	300,784	306,800	316,004	331,800	
Baywater	281,773	290,226	296,000	304,880	320,100	
Ashton Cottage	297,148	306,062	306,800	321,566	337,650	
Baywater Cottage	286,898	295,505	301,400	310,442	325,950	
<b>Second Person Non-Refundable Entrance Fee</b>	20,000	20,000	20,000	20,000	20,000	20,000
<b>Plantation Place Apartments</b>						
One Bedroom Elmwood	194,238	200,065	204,100	210,223	220,750	228,500
One Bedroom Ashland	199,875	205,871	210,000	216,300	227,100	235,050
Two Bedroom Ingleside	231,650	238,600	243,400	250,702	263,250	272,450
Two Bedroom Oatland	237,288	244,407	249,300	256,779	269,600	279,050
Two Bedroom Orton	296,225	305,112	311,200	320,536	336,550	348,350
Two Bedroom Woodlawn	285,975	294,554	300,400	309,412	324,900	336,250
Two Bedroom Waverly	300,325	309,335	315,500	324,965	341,200	353,150
Two Bedroom Carlisle	317,750	327,283	333,800	343,814	361,000	373,650
Two Bedroom Covington	311,600	320,948	327,400	337,222	354,100	366,500
<b>Second Person Non-Refundable Entrance Fee</b>	20,000	20,000	20,000	20,000	20,000	20,000

**TRADITIONAL  
ENTRANCE FEE TABLE**

<b>Type of Residence</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Apartments:</b>						
One-Bdrm Convertable	79,079	79,079	80,700	81,507	81,500	83,150
One-Bdrm Traditional	97,098	100,010	102,000	103,020	103,000	105,050
One-Bdrm Deluxe	114,277	117,705	120,100	121,301	121,300	123,750
Two-Bdrm Traditional	131,661	135,610	138,300	139,683	139,700	142,500
Two-Bdrm Lakeside	139,298	143,476	146,300	147,763	147,750	150,700
Two-Bdrm Combo	147,139	151,553	154,600	156,146	156,150	159,250
Two-Bdrm Deluxe	147,354	151,774	154,800	156,348	156,350	159,500
Two-Bdrm Classic	149,896	154,392	157,500	159,075	159,100	162,300
<b>Villas:</b>						
Deluxe Villa	144,812	149,156	152,100	156,663	164,500	170,250
Custom Villa	163,252	168,149	171,500	176,645	185,500	192,000
Villa Traditional	163,252	168,149	171,500	176,645	185,500	192,000
Villa Special	181,282	186,720	190,500	196,215	206,050	213,250
<b>Duplexes:</b>						
Vista	167,280	172,298	175,700	180,971	190,000	196,650
Regency	175,132	180,385	184,000	189,520	199,000	205,950
Vista II	178,729	184,090	187,800	193,434	203,100	210,200
Regency II	185,935	191,513	195,300	201,159	211,200	218,600
Royale	191,880	197,636	201,600	207,648	218,800	225,700
Grande	195,263	201,120	205,100	211,523	221,800	229,550

Type of Residence	2016	2017	2018	2019	2020	2021
Royale II	205,000	211,150	215,400	221,862	232,950	241,100
Grande II	209,100	215,373	219,700	226,291	237,600	245,900
<b>Second Person Non-Refundable Entrance Fee</b>	20,000	20,000	20,000	20,000	20,000	20,000

### 2021 MONTHLY FEE TABLE

Type of Residence	Fee
<b>Apartments:</b>	
One-Bedroom Studio	2,810
One-Bedroom Traditional	3,113
One-Bedroom Deluxe	3,406
Two-Bedroom Traditional	3,711
Two-Bedroom Lakeside	3,812
Two-Bedroom Combo	3,900
Two-Bedroom Deluxe	4,006
Two-Bedroom Classic	4,415
Deluxe Villa	4,110
Custom Villa	4,707
Villa Traditional	4,281
Villa Special	4,806
Vista	4,784
Regency	4,984

<b>Type of Residence</b>	<b>Fee</b>
Vista II	4,953
Regency II	4,984
Royale	5,024
Grande	5,088
Royale II	5,248
Grande II	5,343
Ashton	
Baywater	
Ashton Cottage	
Baywater Cottage	
<b>Second Person:</b>	1,451
<b>Plantation Place Apartments</b>	<b>Fee</b>
One Bedroom Elmwood	3,413
One Bedroom Ashland	3,482
Two Bedroom Ingleside	3,719
Two Bedroom Oatland	3,838
Two Bedroom Orton	4,369
Two Bedroom Woodlawn	4,339
Two Bedroom Waverly	4,546
Two Bedroom Carlisle	4,575
Two Bedroom Covington	4,605
Second Person	1,451

## **IV. REGULATORY MATTERS**

## **REGISTRATION**

The North Carolina law requires registration of continuing care facilities pursuant to an act to continue registration and disclosure by continuing care facilities, and to provide for financial evaluation of continuing care facilities (the "Act"). The Village is subject to the provisions of this Act and has received a license to provide continuing care thereunder. Pursuant to G.S. 58-64-20(a), the Village is required to deliver a Disclosure Statement to a prospective resident upon the earlier of the execution of a Residency Agreement to provide continuing care or the transfer of any money or other property to the Village. Pursuant to G.S. 58-64-30(a) within 150 days following the end of each fiscal year, the Village shall have filed with the Department of Insurance an annual Disclosure Statement which includes updated financial information.

## **ESCROW ACCOUNT**

Under the provisions of the Act, we have established an escrow account for Entrance Fees with First-Citizens Bank & Trust Company, 4300 Six Forks Road; Raleigh, NC 27609. The escrow agent shall invest the deposits in direct obligations of the United States, daily commingled funds, or in accounts insured by the Federal Deposit Insurance Corporation pursuant to the instructions of our Board of Directors.

Entrance Fee deposits and, if required, balance payments received from prospective residents are placed in escrow. Monies are released from the escrow account pursuant to the terms of the Escrow Agreement and the statutory requirements imposed upon the Village by the Act. A copy of the Escrow Agreement is available upon request.

Should a prospective resident or residents be entitled to a refund, we must give the depository notice. We will see that any and all notices are given to the escrow agent, and that refund requests are processed.

## **RESERVES**

Pursuant to Section 58-64-33, N.C.G.S., we are required to maintain an Operating Reserve equal to 25 percent of the total operating costs projected for the 12-month period following the period covered by the most recent annual statement filed with the Department of Insurance. Funds from the Operating Reserve can only be released to us upon prior approval from the Department of Insurance. Based on the operating reserve calculation submitted to the Department of Insurance, we meet our operating reserve requirement for the Village.

An Asset Replacement Reserve is maintained by us to provide reserves for replacement of capital assets over time. Anticipated replacement items are budgeted annually.



Amounts deposited to reserve accounts may be invested in permitted investments consisting of certificates of deposit, United States Treasury obligations, or other investment obligations selected by the Finance Committee of our Board of Directors. Finance Committee members are:

Charles Earney  
Joanne Rockness  
Bob Mitchell  
Bob Porter

## **MEDICAL EXPENSE DEDUCTIONS**

Residents of the Village may be able to take a percentage of the non-refundable Entrance Fee as a medical expense deduction in the year in which it is deemed finally paid. Also, a percentage of the Monthly Fee paid by a resident may be taken as a medical expense deduction each year. At the beginning of each year, the Village will provide the residents with the percentage of the prior year's Monthly Fees that has been determined to be attributable to providing health care for the Village. All deductions are, of course, subject to limitations imposed by the Internal Revenue Code of 1986, as amended. It is advisable that the resident seek the advice of tax counsel before taking any of these deductions.

## **V. FINANCIAL**

## **FINANCIAL STATEMENTS**

Included as Exhibit E are interim uncertified financial statements for the Village as of March 31, 2020. Audited financial statements for the Village for the years ending December 31, 2019 and 2017 are attached as Exhibit F to this Disclosure Statement. Attached as Exhibit G are forecasted financial statements for the Village for December 31, 2020 through 2023, including a balance sheet, statements of activity and changes in net assets (deficit), a statement of cash flows, and a summary of significant accounting policies and assumptions.

## **FINANCING**

See Notes 6 and 11 of the Plantation Village, Inc. audited financial statements for information on long-term debt and financing for the Village.

## **FINANCIAL DATA**

A current Disclosure Statement for the Village is available for inspection by the residents each year, which includes the audited financial statements and forecasted financial statements. Residents, through the finance committee of the Resident Council, are informed of the budgeting process annually. Reports and other data required under various statutes will also be available for review. Information regarding personnel salaries and employee disciplinary decisions will not be made available. All information about residents will be handled on a confidential basis.

## **EXPLANATION OF MATERIAL DIFFERENCES**

Pursuant to Section 58-64-30(a) of the North Carolina General Statutes, we are required to provide a narrative describing any material differences between (i) the forecasted statements of revenues and expenses and cash flows or other forecasted financial data filed pursuant to [G.S. 58-64-20](#) as a part of the Disclosure Statement recorded most immediately subsequent to the start of the provider's most recently completed fiscal year and (ii) the actual results of operations.

On the following pages are the various explanations of material differences for the Balance Sheet, Statement of Operations, and Statement of Cash Flows projected for 2019 and the 2019 actual results:

## Plantation Village

### Explanation of Material Differences Between Previous Pro Forma Balance Sheet Projection for 2020 and 2020 Actual Results from Operations

The following explanation is provided pursuant to the requirements of North Carolina G.S. 58-64-30. Set forth below is a comparison on 2020 actual results with 2019 projected results.

Sources and (Uses)

(Figures stated below are in thousands)

	<u>2020 Actual</u>	<u>2020 Projected</u>	<u>Fav/(Unfav) Difference</u>	<u>Percentage Variance</u>
<b>ASSETS</b>				
<u>Current Assets:</u>				
Cash and cash equivalents	9,228	10,246	(1,018)	-9.9%
Assets limited as to use, current portion (1)	1,457	1,110	347	31.3%
Accounts receivable	249	248	1	0.4%
Entrance fees receivable (2)	324	535	(211)	-39.4%
Hurricane Recieveable	-	-	-	100.0%
Prepaid expenses (3)	684	545	139	25.4%
<b>Total Current Assets</b>	<b>11,942</b>	<b>12,684</b>	<b>(742)</b>	
Assets limited as to use, noncurrent portion (4)	11,834	10,646	1,188	11.2%
Property and equipment, net	42,242	43,217	(975)	-2.3%
<b>Total Assets</b>	<b>\$ 66,018</b>	<b>\$ 66,547</b>	<b>\$ (529)</b>	
<b>LIABILITIES AND NET ASSETS (DEFICIENCY)</b>				
<u>Current Liabilities:</u>				
Accounts payable and accrued expenses (5)	3,149	1,738	1,411	81.2%
Deposits on unoccupied units	399	428	(29)	-6.7%
Long-term debt, current maturities (6)	406	11,523	(11,118)	-96.5%
<b>Total Current Liabilities</b>	<b>3,954</b>	<b>13,689</b>	<b>(9,735)</b>	
Resident deposits (7)	-	517	(517)	-100.0%
Refundable fees (8)	3,111	4,497	(1,386)	-30.8%
Refundable entrance fees	27,472	29,223	(1,751)	-6.0%
Long-term debt, less current maturities (9)	11,065	-	11,065	100%
Deferred revenue from entrance fees	12,013	13,255	(1,242)	-9.4%
<b>Total Liabilities</b>	<b>57,615</b>	<b>61,181</b>	<b>(3,566)</b>	
<u>Net Assets (Deficiency):</u>				
Unrestricted (10)	8,404	5,366	3,038	56.6%
<b>Total Liabilities and Net Assets (Deficiency)</b>	<b>\$ 66,018</b>	<b>\$ 66,547</b>	<b>\$ (529)</b>	

**Plantation Village**  
**Wilmington, North Carolina**

**Balance Sheet**  
**Explanation of Material Differences Footnotes**

Variances of 10% or greater between actual and projected results are considered material variances which are explained below:

1. Assets limited as to use, current portion - Investment performed better than projected
2. Entrance Fee Receivable- only had 2 promisory notes at the end of the year, 3 projected
3. Prepaid Expenses- Insurance increases more than projected
4. Assets limited as to use, noncurrent portion- Investment performed better than projected
5. Accounts payable and accrued expenses- Refunds in Process was >\$2MM at year end
6. The projection shows paying the full amount of existing debt in project expansion financing the end of 2021, making it current. The loan itself has a balloon payment in 2023, so an entry has not been made to move it from long term to current
7. Resident deposits- The projection showed sales of new construction starting in 2020
8. Refundable fees- Attrition higher than expected, refundable fees moved to current liabilities, refunds in process
9. The projection shows paying the full amount of existing debt in project expansion financing the end of 2021, making it current. The loan itself has a balloon payment in 2023, so an entry has not been made to move it from long term to current
10. Unrestricted- Attrition was higher than projected making amortization of advance fees higher than projected, PPP loan was fully forgiven and recognized as revenue, our investment out-performed projections

## Plantation Village

### Explanation of Material Differences

Between Previous Pro Forma Statement of Operations and Change in Net Deficits  
for 2020 and 2020 Actual Results from Operations

The following explanation is provided pursuant to the requirements of North Carolina G.S.  
58-64-30. Set forth below is a comparison of 2020 actual results with 2020 projected results.

Sources and (Uses)

(Figures stated below are in thousands)

	2020 <u>Actual</u>	2020 <u>Projected</u>	Fav/(Unfav) <u>Difference</u>	Percentage <u>Variance</u>
<b><u>Revenues, Gains and Other Support:</u></b>				
Resident services	14,354	15,286	(932)	-6.1%
Amortization of advance fees (1)	2,663	1,856	807	43.5%
Insurance proceeds	-	-	-	N/A
Grant revenue (2)	793	-	793	100%
Other operating revenue (3)	577	22	555	2523.5%
Investment income (4)	-	295	(295)	-100.0%
	<hr/>	<hr/>	<hr/>	
Total Revenue, Gains, and Other Support	18,387	17,459	928	
<b><u>Operating Expenses:</u></b>				
Resident care	4,723	4,889	(166)	-3.4%
Dietary	2,148	2,281	(133)	-5.8%
Housekeeping (5)	785	877	(92)	-10.5%
Plant facility costs	2,181	2,151	30	1.4%
General and administrative	3,279	3,277	2	0.1%
Hurricane loss	-	-	-	N/A
Depreciation	2,229	2,311	(82)	-3.6%
Interest (6)	321	375	(54)	-14.4%
	<hr/>	<hr/>	<hr/>	
Total Operating Expenses	15,665	16,161	(496)	
Operating Income	2,722	1,298	3,038	
<b>Non-operating income (loss)</b>				
Investment income (loss) (7)	1,613	0	1,613	100%
Excess of Revenues Over Expenses	4,336	1,298	3,038	
Net Assets (Deficiency), Beginning of Year	<hr/>	<hr/>	<hr/>	
Net Assets (Deficiency), End of Year	\$ 8,404	\$ 5,366	\$ 3,038	

**Plantation Village**  
**Wilmington, North Carolina**

**Operating Statement**  
**Explanation of Material Differences Footnotes**

Variances of 10% or greater between actual and projected results are considered material variances which are explained below.
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1. Amortization of advance fees - Attrition was higher than projected
2. Grant Revenue- PPP Loan proceeds (Fully forgiven)
3. Other Operating Revenue - Majority of "other operating income" included in Resident Services in Projection
4. Investment income- Included below the line in Audit, above in projection. Investment out-performed projections
5. Housekeeping- outside labr for housekeeping (temp agency associates) included in General and administrative costs in ac
6. Interest- one loan has a variable interest rate
7. Investment income (loss)- Included below the line in Audit, above in projection. Investment out-performed projections

## Plantation Village

### Explanation of Material Differences

Between Previous Pro Forma Statements of Cash Flows Projection for 2020 and 2020 Actual Results from Operations

The following explanation is provided pursuant to the requirements of North Carolina G.S. 58-64-30. Set forth below is a comparison of 2020 actual results with 2020 projected results.

Sources and (Uses)

(Figures stated below are in thousands)

	2020 Actual	2020 Projected	Fav/(Unfav) Difference	Percentage Variance
<b>Cash Flows From Operating Activities:</b>				
Excess of revenues over expenses (1)	4,336	1,298	3,038	234.0%
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Proceeds from non-refundable advance fees and deposits (2)	2,482	1,998	484	24.2%
Amortization of advance fees (3)	(2,663)	(1,856)	(807)	43.5%
Net realized gains (4)	(1,016)	-	(1,016)	100.0%
Net unrealized (gains) losses (5)	(392)	-	(392)	100.0%
Depreciation	2,229	2,311	(82)	-3.6%
Changes in assets and liabilities (6)	1,634	629	1,005	159.8%
<b>Net Cash Provided by Operating Activities</b>	<b>6,609</b>	<b>4,380</b>	<b>2,229</b>	
<b>Cash Flows from Investing Activities:</b>				
Net changes in assets limited as to use (7)	112	(94)	206	-219.6%
Proceeds from sale of equipment	-	-	-	N/A
Purchase and construction of property and equipment (8)	(2,846)	(3,903)	1,057	-27.1%
<b>Net Cash Used by Investing Activities</b>	<b>(2,734)</b>	<b>(3,997)</b>	<b>1,263</b>	
<b>Cash Flows from Financing Activities:</b>				
Proceeds from refundable entrance fees (9)	1,719	4,053	(2,334)	-57.6%
Refunds of entrance fees (10)	(5,008)	(3,221)	(1,787)	55.5%
Payments on long-term debt (11)	(438)	(382)	(56)	14.6%
Proceeds from long-term borrowings	-	-	-	N/A
<b>Net Cash Provided (Used) by Financing Activities</b>	<b>(3,727)</b>	<b>450</b>	<b>(4,177)</b>	
<b>Net Change in Cash and Cash Equivalents</b>	<b>149</b>	<b>833</b>	<b>(684)</b>	
Cash and Cash Equivalents, Beginning of Year	10,131	9,413	718	
<b>Cash and Cash Equivalents, End of Year</b>	<b>\$ 10,279</b>	<b>\$ 10,246</b>	<b>\$ 33</b>	



**Plantation Village  
Wilmington, North Carolina**

**Cash Flow  
Explanation of Material Differences Footnotes**

Variances of 10% or greater between actual and projected results are considered material variances which are explained below:

1. Excess of revenues over expenses- Attrition was higher than projected making amortization of advance fees higher than projected, PPP loan was fully forgiven and recognized as revenue, our investment out-performed projections
2. Proceeds from non-refundable advance fees and deposits- Attrition was higher than projected
3. Amortization of advance fees- Attrition was higher than projected
4. Net realized gains- Investment cash flows are included in "Net changes in assets limited as to use" in Project
5. Net unrealized (gains) losses- Investment cash flows are included in "Net changes in assets limited as to use"
6. Change in current assets and liabilities - Refunds payable at year end was >\$2MM
7. Net changes in assets limited as to use- Investment cash flows are included in "Net changes in assets limited as to use"
8. Purchase and construction of property and equipment- Actual projects costs less than projected
9. Proceeds from refundable entrance fees- Sales and move ins were less than projected due to COVID

## **VI. EXHIBITS**

## **Exhibit A**

# **Communities Managed by Life Care Services LLC**

**EXHIBIT A**  
**SENIOR LIVING COMMUNITIES MANAGED**  
**BY LIFE CARE SERVICES**  
**AS OF 3/17/2021**

Alabama, Birmingham – Galleria Woods  
Alabama, Hoover – Danberry at Inverness  
Arizona, Chandler – Clarendale of Chandler  
Arizona, Peoria – Sierra Winds  
Arizona, Phoenix – Clarendale Arcadia  
Arizona, Phoenix – Sagewood  
Arizona, Tempe (Phoenix) – Friendship Village of Tempe  
California, Cupertino – Forum at Rancho San Antonio, The  
California, San Diego – Casa de las Campanas  
California, San Luis Obispo – Villaggio at San Luis Obispo  
California, San Rafael – Aldersly  
California, Santa Rosa – Arbol Residences of Santa Rosa  
Connecticut, Essex – Essex Meadows  
Connecticut, Mystic – StoneRidge  
Connecticut, Southbury – Pomperaug Woods  
Florida, Boca Raton – Toby & Leon Cooperman Sinai Residences of Boca Raton  
Florida, Bradenton – Freedom Village of Bradenton  
Florida, Celebration – Windsor at Celebration  
Florida, Clearwater – Regency Oaks  
Florida, Jacksonville – Cypress Village  
Florida, Leesburg – Lake Port Square  
Florida, Naples – The Glenview at Pelican Bay  
Florida, Palm City – Sandhill Cove  
Florida, Port Charlotte – South Port Square  
Florida, Seminole – Freedom Square of Seminole  
Florida, Seminole – Lake Seminole Square  
Florida, Sun City Center – Freedom Plaza  
Florida, The Villages – Freedom Point at The Villages  
Georgia, Evans – Brandon Wilde  
Georgia, Savannah – Marshes of Skidaway Island, The  
Georgia, Stone Mountain – Park Springs  
Hawaii, Honolulu – Hale Ola Kino  
Illinois, Addison – Clarendale of Addison  
Illinois, Algonquin – Clarendale of Algonquin  
Illinois, Chicago – Clare, The  
Illinois, Godfrey – Asbury Village  
Illinois, Lincolnshire – Sedgebrook  
Illinois, Mokena – Clarendale of Mokena  
Illinois, Naperville – Monarch Landing  
Illinois, St. Charles – River Glen of St. Charles  
Illinois, Wheaton – Wyndemere  
Indiana, Carmel – Magnolia Springs at Bridgewater  
Indiana, Carmel – Rose Senior Living – Carmel  
Indiana, Greenwood (Indianapolis) – Greenwood Village South  
Indiana, Indianapolis – Magnolia Springs Southpointe  
Indiana, Indianapolis – Marquette  
Indiana, North Manchester – Peabody Retirement Community  
Indiana, Schererville – Clarendale of Schererville

Indiana, Terre Haute – Westminster Village  
 Indiana, West Lafayette – Westminster Village West Lafayette  
 Iowa, Ames – Green Hills Community  
 Iowa, Cedar Rapids – Cottage Grove Place  
 Kansas, Atchison – Dooley Center  
 Kansas, Bel Aire – Catholic Care Center  
 Kentucky, Florence – Magnolia Springs Florence  
 Kentucky, Lexington – Magnolia Springs Lexington  
 Kentucky, Lexington – Richmond Place Senior Living  
 Kentucky, Louisville – Magnolia Springs East  
 Kentucky, Louisville – Magnolia Springs at Whippys Mill  
 Maryland, Annapolis – Baywoods of Annapolis  
 Maryland, Columbia – Residences at Vantage Point  
 Maryland, Pikesville (Baltimore) – North Oaks  
 Maryland, Timonium – Mercy Ridge  
 Maryland, Towson (Baltimore) – Blakehurst  
 Michigan, Battle Creek – NorthPointe Woods  
 Michigan, Clinton Township – Rose Senior Living – Clinton Township  
 Michigan, Dearborn – Henry Ford Village  
 Michigan, East Lansing – Burcham Hills  
 Michigan, Holland – Freedom Village  
 Michigan, Kalamazoo – Friendship Village  
 Michigan, Novi – Rose Senior Living at Providence Park  
 Michigan, Waterford – Canterbury-on-the-Lake  
 Minnesota, Champlin – Champlin Shores  
 Minnesota, Plymouth – Trillium Woods  
 Minnesota, Vadnais Heights – Gable Pines  
 Missouri, Higginsville – John Knox Village East  
 Missouri, St. Peters – Clarendale of St. Peters  
 Nebraska, Lincoln – Woodlands at Hillcrest, The  
 New Hampshire, Keene – Hillside Village  
 New Jersey, Bridgewater – Delaney of Bridgewater, The  
 New Jersey, Bridgewater – Laurel Circle  
 New Jersey, Burlington – Masonic Village at Burlington  
 New Jersey, Lakewood – Harrogate  
 New York, Levittown – Village Green A Carlisle Assisted Living Community  
 New York, Patchogue – Village Walk Patchogue  
 New York, Rye Brook – Broadview Senior Living at Purchase College  
 New York, Staten Island – Brielle at Seaview, The  
 North Carolina, Chapel Hill – Cedars of Chapel Hill, The  
 North Carolina, Charlotte – Cypress of Charlotte, The  
 North Carolina, Durham – Croasdaile Village  
 North Carolina, Greensboro – WhiteStone  
 North Carolina, Greenville – Cypress Glen Retirement Community  
 North Carolina, Lumberton – Wesley Pines Retirement Community  
 North Carolina, Raleigh – Cypress of Raleigh, The  
 North Carolina, Wilmington – Plantation Village  
 Ohio, Avon – Rose Senior Living – Avon  
 Ohio, Beachwood – Rose Senior Living – Beachwood  
 Ohio, Dublin – Friendship Village of Dublin  
 Ohio, Mason – Magnolia Springs Loveland  
 Oklahoma, Bartlesville – Green Country Village  
 Oregon, Dallas – Dallas Retirement Village

Oregon, Salem – Capital Manor  
Pennsylvania, Coatesville – Freedom Village at Brandywine  
Pennsylvania, Reading – Heritage of Green Hills, The  
Pennsylvania, Warrington – Solana Doylestown, The  
South Carolina, Greenville – Rolling Green Village  
South Carolina, Hilton Head Island – Bayshore on Hilton Head Island  
South Carolina, Hilton Head Island – Cypress of Hilton Head, The  
Tennessee, Brentwood – Heritage at Brentwood, The  
Tennessee, Hendersonville – Clarendale at Indian Lake  
Tennessee, Memphis – Heritage at Irene Woods  
Tennessee, Nashville – Clarendale at Bellevue Place  
Texas, Austin – Westminster  
Texas, Bedford – Parkwood Healthcare  
Texas, Bedford – Parkwood Retirement  
Texas, Dallas – Autumn Leaves  
Texas, Dallas – Monticello West  
Texas, Dallas – Signature Pointe  
Texas, Dallas – Walnut Place  
Texas, Georgetown – Delaney at Georgetown Village, The  
Texas, League City – Delaney at South Shore, The  
Texas, Lubbock – Carillon  
Texas, Richmond – Delaney at Parkway Lakes, The  
Texas, Spring – Village at Gleannloch Farms, The  
Texas, The Woodlands – Village at the Woodlands Waterway, The  
Texas, Waco – Delaney at Lake Waco, The  
Vermont, White River – Village at White River Junction, The  
Virginia, Fairfax – Virginian, The  
Virginia, Gainesville – Heritage Village Assisted Living and Memory Care  
Virginia, Virginia Beach – Atlantic Shores  
Washington, Issaquah – Timber Ridge at Talus  
Wisconsin, Greendale – Harbour Village  
Wisconsin, Mequon – Newcastle Place  
Wisconsin, Milwaukee – Eastcastle Place

## **Exhibit B**

# **90 Percent Return of Capital™ Residency Agreement**



# PLANTATION VILLAGE

---

*Keep on loving life*

**1200 Porters Neck Road  
Wilmington, North Carolina 28411  
(910) 686-7181**

**Marketing Office: 800-334-0240 (inside NC)  
800-334-0035 (outside NC)**

**Residency Agreement  
(90 Percent Return of Capital™)**



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EXHIBIT A: Options and Custom Features

## GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residency Agreement, entered into between the Resident and Plantation Village, Inc., which outlines the contractual obligations of both parties.

**"Champions Assisted Living"** means the licensed assisted living facility at The Davis Community located adjacent to the Village, which we have entered into an agreement with to provide assisted living care to our residents in accordance with Section 3 of this Agreement.

**"Davis Health Care Center"** means the licensed skilled nursing facility at The Davis Community located adjacent to the Village, which we have entered into an agreement with to provide skilled nursing care to our residents in accordance with Section 4 of this Agreement.

**"Entrance Fee"** means payment that assures a resident a place at the Village for life as long as the resident complies with the terms of this Agreement. At the time the resident makes application for residency at the Village, the resident will sign a Residency Agreement to reserve the Residence selected and will pay an Entrance Fee deposit to the Village. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 120 days after the Residency Agreement is executed by you. Specific information is located in Section 5 of this Agreement.

**"Extra Charges"** means the extra charges payable in consideration for the additional services and amenities requested by you, as set forth in Section 2 of this Agreement.

**"Residence"** means the apartment, duplex or villa at the Village identified in the

introductory paragraph of the Agreement, in which the Resident has the right to live pursuant to this Agreement in exchange for paying the Entrance Fee, Second Person Entrance Fee (if applicable), and the Monthly Fees.

**"Monthly Fee"** means that monthly fee payable in consideration for the services and amenities provided to the residents of the Village, as set forth in Section 7 of this Agreement. The Monthly Fee includes a second person fee if there are two of you.

**"Occupancy"** means the earlier of the date you move into the Village or pay the balance of the Entrance Fee to pursuant to Paragraph 5.2 of this Agreement.

**"Plantation Village, Inc." or "we" or "our" or "us"** means the owner of the Residences, common areas, and site amenities associated with these areas. Plantation Village, Inc. is a North Carolina non-profit corporation.

**"Resident" or "you"** means the Resident(s) who sign this Agreement. Sometimes a second resident (if there are two of you) is referred to in this Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.

**"Second Person Entrance Fee"** means the fee paid to us for a second person's entrance into the Village pursuant to Paragraph 5.3 of this Agreement.

**"The Davis Community"** includes Champions Assisted Living and the Davis Health Care Center, wherein Residents are provided with assisted living and nursing

care as outlined in the Agreement. The Davis Community and Plantation Village are not affiliated entities.

**The "Village"** means the continuing care senior living community known as "Plantation Village," including the apartments, duplexes, villas, cottages, common areas, and site amenities.



# PLANTATION VILLAGE

*Keep on loving life*

## Residency Agreement 90 Percent Return of Capital™

### INTRODUCTION

This Return of Capital™ Residency Agreement ("Agreement") is entered into by Plantation Village, Inc. ("we," "us," or "our") and \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident"). Plantation Village Retirement Community is a continuing care senior living community located at 1200 Porters Neck Road; Wilmington, NC 28411 (hereafter the "Village").

We will provide residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number: \_\_\_\_\_

Residence Style: \_\_\_\_\_

You may have the option of selecting certain options and custom features in the Residence at an additional charge, which shall not be subject to any refund provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Village prior to adding them to the Residence. The Executive Director of the Village has consented to your request to add the options and custom features set forth in Exhibit A attached to this Agreement. You agree to pay the amount(s) set forth in Exhibit A to cover the costs for such items.

As a Resident of the Village, you are offered lifetime use of your Residence and lifetime access to Champions Assisted Living or the Davis Health Care Center (or in alternate facilities which we own or with which we may contract to provide these services). Champions Assisted Living and the Davis Health Care Center are located adjacent to the Village as a part of The Davis Community. The Village is also licensed as a Home Care Agency with the State of North Carolina. As a Home Care Agency, the Village can provide assistance with the activities of daily living to residents in their individual Residences (with or without extra charge).

To be accepted for residency, you must meet our admissions criteria, which includes: having reached the age of 62 (or sharing your Residence with another person who is 62 or older); financial guidelines; and the ability to live in a Residence – all as outlined in our current residency policy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of the Village and to delineate the services to be provided at the Village.

**1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.** We will furnish at the Village, so long as you reside in a Residence, the following services and amenities which are included in the Monthly Fee:

**1.1** One full meal per day in the dining room;

**1.2** Delivery service of lunch or dinner to your Residence;

**1.3** Utilities, including air conditioning, heating, electricity, water, sewer, and trash disposal;

**1.4** Cable television;

**1.5** Internet access;

**1.6** Local and long distance telephone service (with some limitations);

**1.7** Storage;

**1.8** Building and grounds maintenance;

**1.9** Regular housekeeping service;

**1.10** Regular flat laundry service;

**1.11** Availability of laundry facilities so that you can wash and dry personal laundry;

**1.12** Planned activities -- social, educational, cultural, spiritual, and recreational -- for those who wish to participate;

**1.13** Surface parking for you and your guests;

**1.14** Complete kitchen, including refrigerator, range with oven, over-the-range microwave, garbage disposal, and dishwasher (except in one-bedroom convertible units);

**1.15** Local transportation scheduled by us (and as posted);

**1.16** Emergency call system in each Residence bathroom and bedroom;

**1.17** Emergency telephone calls to the Medical Director by designated personnel;

**1.18** Smoke detectors in each Residence;

**1.19** 24-hour security personnel;

**1.20** Use of the Village's common area amenities during scheduled hours;

**1.21** Access to the Resident Care Center, which is available to respond to resident's emergency calls and to provide temporary nursing and outpatient services. Some routine outpatient services are included as part of the Monthly Fee; and

**1.22** Home care services for a limited period of time in our sole discretion.

**2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.** At your request, we will also make available at the Village at the then-prevailing rates of extra charge:

**2.1** Additional meals over those provided in consideration for the Monthly Fee;

**2.2** Alcoholic beverages;

**2.3** Use of the private dining room, preparation of special meals for you and your guests, and use of Village wait staff for any of your special occasion events;

**2.4** Carports, when available;

**2.5** Guest accommodations;

**2.6** Guest meals;

**2.7** Beauty/barber shop services;

**2.8** Personal laundry service (non-dry clean items);

**2.9** Additional housekeeping services;

**2.10** Special events transportation;

**2.11** Certain other services, such as medicine, drugs, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;

**2.12** Other optional services related or unrelated to care in Champions Assisted Living or the Health Care Center as approved by us;

**2.13** Additional outpatient services and special services (injections, medication management, etc.) are available in the Resident Care Center for an extra charge; and

**2.14** Extended home care services based on the Resident's needs at the time such services are required in consultation with the Executive Director or his/her designee.

**3. ASSISTED LIVING.** If, in the opinion of the Executive Director and our Medical Director, after consultation with your attending physician, your family or your responsible party, the administrator of Champions Assisted Living or his or her designee, and you to the extent feasible, it is determined that you need assisted living care, you will be provided with such care at Champions Assisted Living or at an alternate assisted living facility which we own or with which we may contract to provide assisted living, based on the following terms:

**3.1 Assisted Living Accommodations.** Your assisted living accommodations will be in a private one-bedroom suite or special care suite, depending on the level of care needed by you. If you wish to occupy a larger suite, you agree to pay the difference in the charges between the larger suite and the suites listed above.

**3.2 Temporary or Permanent Assignment to Assisted Living.** Typically, a resident is considered temporarily assigned during the first thirty (30) consecutive days of care. However, a resident may be considered permanently assigned during that time if it is determined by our Medical Director that the resident requires long-term assisted living care. A resident will be considered permanently assigned to assisted living if he/she requires more than thirty (30) consecutive days of assisted living.

**3.3 Thirty (30) Calendar Days of Temporary Assisted Living Care.** We will cover the charges for assisted living care at Champions (or the alternate assisted living facility) for up to thirty (30) calendar days for each Resident each fiscal year during a



temporary stay. If there are two Residents, the allowance may be combined and used by only one Resident. During such time, you will continue to pay the Monthly Fee (first and second person, as applicable) for your Residence. In addition, you will pay for the cost of two (2) assisted living meals per day not covered by the Monthly Fee at the then-current charge for assisted living meals and the charges for any additional services and supplies as described in Paragraph 3.8 below. If you do not use the thirty (30) calendar days of care each fiscal year, any unused days will not be carried over to the next year. Once you are permanently assigned to assisted living, you no longer qualify for the thirty (30) days.

**3.4 More Than Thirty (30) Calendar Days of Temporary Assisted Living Care.** If you use more than thirty (30) calendar days of temporary assisted living care, you will be responsible for paying the full daily rate charged by Champions (or the alternate assisted living facility), as well as the Monthly Fee (first and second person, as applicable) for your Residence and the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.5 Permanent Assignment to Assisted Living When There is One of You.** When permanently assigned to assisted living, you will be required to vacate and release your Residence within thirty (30) days of notice to you of permanent assignment. You will pay each month the Assisted Living Per Diem Charge as defined in Paragraph 3.7. Your Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.6 Permanent Assignment to Assisted Living When There are Two of You.** When there are two of you, and one of you is permanently assigned to assisted

living, the other of you may continue to occupy the Residence under the terms of this Agreement and pay the first person Monthly Fee. The Resident permanently assigned to assisted living will pay the Assisted Living Per Diem Charge as described in Paragraph 3.7 below, plus the charges for any additional services and supplies as described in Paragraph 3.8. In the event the Resident in the Residence dies, the Resident in assisted living will pay the Assisted Living Per Diem Charge as described in Paragraph 3.7 below, as well as the first person Monthly Fee for the Residence until the removal of the personal property from the Residence and from any storage unit, which must be accomplished within thirty (30) days from the date of death.

In the event both of you are permanently assigned to assisted living, you will be required to vacate and release your Residence within thirty (30) days of notice to you of the last Resident's permanent assignment. Each of you will pay the Assisted Living Per Diem Charge as defined in Paragraph 3.7 below. The first person Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.7 Assisted Living Per Diem Charge.** The Assisted Living Per Diem Charge, as used within this Agreement, is a percentage of the daily rate then being charged by Champions Assisted Living to nonresidents for like accommodations. The percentage is seventy-five percent (75%). Upon sixty (60) days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, State, or Federal laws and regulations).

**3.8 Additional Services and Supplies.** Certain additional services and supplies will be provided in Champions Assisted Living, including but not limited to: personal transportation, personal laundry service, therapy services, nursing care, pharmaceutical supplies, guest accommodations, beauty and barber services, telephone, and personal care supplies. These additional services and supplies will be available at the then-prevailing rates of extra charge. Any extra charges for additional services and supplies will be paid for by you in accordance with Paragraph 7.1 of this Agreement. If we incur or advance charges for your care or treatment or for any additional services and supplies, you will promptly reimburse us for such charges.

**3.9 Alternate Accommodations.** If Champions Assisted Living is fully occupied, you will be provided and agree to relocate to another assisted living facility. Such assisted living accommodations shall be in a private suite, unless a semi-private suite is requested. Upon your relocation, you shall continue to be responsible for the applicable charges set forth in Section 3. To the extent we would be liable for your care and accommodations in Champions Assisted Living under this Agreement, we will be responsible for the charges associated with the alternate assisted living accommodations. You agree to relocate to Champions Assisted Living when a suite becomes available.

**3.10 Return to Residence.** If you have released your Residence because you have moved to assisted living, and if it is later determined by the Executive Director and our Medical Director, in consultation with your attending physician, that you are able to return to the Village, we will provide you with a Residence at the Village of the same or similar type as the one you released as soon as one becomes available. Upon reoccupying such Residence, your Monthly

Fee will be based on the then-current Monthly Fee for the new Residence.

**3.11 Under Age 62.** If you are under the age of 62 and require assisted living care, you will not qualify for the thirty (30) calendar days of temporary assisted living care as outlined in Paragraph 3.3. You will be charged the full daily rates then being charged to nonresidents by Champions Assisted Living or the alternate assisted living facility, until you attain the age of 62.

**3.12 Refund of Entrance Fee.** If you (or both of you, if there are two of you) are permanently assigned to Champions Assisted Living or to an alternate assisted living facility, this does not qualify you for an immediate refund of the Entrance Fee. Your Entrance Fee refund will be paid in accordance with Paragraph 6.5 hereof.

**3.13 Care Outside the Village.** If you choose to receive assisted living care at a facility not designated by the Village, we shall not be responsible for the assisted living charges incurred by you, and your Monthly Fee under this Agreement will not be reduced.

**3.14 Assisted Living Admission Agreement.** If you require assisted living care at Champions Assisted Living or at an alternate assisted living facility which we own or with which we may contract to provide assisted living, you agree to sign a separate Assisted Living Admission Agreement with those facilities as required by State law and regulations.

**4. HEALTH CARE CENTER.** If, in the opinion of the Executive Director and our Medical Director after consultation with your attending physician, your family or your responsible party, and you to the extent feasible, it is determined that you need nursing care, you will be provided with such care at the Davis Health Care Center (or at an alternate health care facility which we own or

with which we may contract to provide nursing care), based on the following terms:

**4.1 Health Care Center Accommodations.** Your health care center accommodations will be in a semi-private room unless a private room is medically necessary. If not medically necessary, you may still choose to occupy a private room if one is available - as long as you agree to pay the difference between the charges for private and semi-private accommodations.

**4.2 Temporary or Permanent Assignment to the Health Care Center.** Typically, a resident is considered temporarily assigned during the first ninety (90) consecutive days of care. However, a resident may be considered permanently assigned during that time if it is determined by our Medical Director that long-term care is needed. A resident will be considered permanently assigned to the Davis Health Care Center (or the alternate health care facility) if he/she requires more than ninety (90) consecutive days of nursing care.

**4.3 Thirty (30) Calendar Days of Temporary Nursing Care.** We will cover the charges for nursing care at the Davis Health Care Center (or the alternate health care facility) for up to thirty (30) calendar days for each Resident each fiscal year during a temporary stay. If there are two Residents, the allowance may be combined and used by only one Resident. During such time, you will continue to pay the Monthly Fee (first and second person, as applicable) for your Residence. In addition, you will pay for the cost of two (2) health center meals per day not covered by the Monthly Fee at the then-current charge for health center meals and the charges for any additional services and supplies as described in Paragraph 4.8 below. If you do not use the thirty (30) calendar days of care each fiscal year, any unused days will not be carried over to the next year. Once you are permanently assigned to the Davis Health

Care Center (or the alternate health care facility), you no longer qualify for the thirty (30) days.

**4.4 More Than Thirty (30) Calendar Days of Temporary Nursing Care.** If you use more than thirty (30) calendar days of temporary nursing care, you will be responsible for paying the full daily rate charged by the Davis Health Care Center (or the alternate health care facility), as well as the Monthly Fee (first and second person, as applicable) for your Residence and the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.5 Permanent Assignment to the Health Care Center When There is One of You.** When permanently assigned to the Davis Health Care Center (or the alternate health care facility), you will be required to vacate and release your Residence within thirty (30) days of notice to you of permanent assignment. You will pay each month the Health Care Center Per Diem Charge as defined in Paragraph 4.7. Your Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.6 Permanent Assignment to the Health Care Center When There are Two of You.** When there are two of you and one of you is permanently assigned to the Davis Health Care Center (or the alternate health care facility), the other of you may continue to occupy the Residence under the terms of this Agreement and pay the first person Monthly Fee. The Resident permanently assigned will pay the Health Care Center Per Diem Charge as described in Paragraph 4.7 below, plus the charges for any additional services and supplies as described in Paragraph 4.8. In the event the Resident in the Residence dies, the Resident in the Davis Health Care Center (or the alternate health

care facility) will pay the Health Care Center Per Diem Charge as described in Paragraph 4.7 below, as well as the first person Monthly Fee for the Residence until removal of the personal property from the Residence and from any storage unit, which must be accomplished within thirty (30) days from the date of death.

In the event both of you are permanently assigned to the Davis Health Care Center (or the alternate health care facility), you will be required to vacate and release your Residence within thirty (30) days of notice to you of the last Resident's permanent assignment. Each of you will pay the Health Care Center Per Diem Charge as defined in Paragraph 4.7 below. Your first person Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.7 Health Care Center Per Diem Charge.** The Health Care Center Per Diem Charge, as used within this Agreement, is a percentage of the daily rate then being charged by the Davis Health Care Center to nonresidents for like accommodations. The percentage is seventy-five percent (75%). Upon sixty (60) days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village (or without notice if such change in percentage is required by local, State, or Federal laws and regulations).

**4.8 Additional Services and Supplies.** Certain additional services and supplies will be provided in the Davis Health Care Center, including but not limited to: medical treatment by our Medical Director or your attending physician, medicine, drugs, prescribed therapy, nursing supplies, personal laundry, and other medical and

miscellaneous supplies and services associated with medical treatment. These additional services and supplies will be available at the then-prevailing rates of extra charge. Any extra charges for additional services and supplies will be paid for by you in accordance with Paragraph 7.1 of this Agreement. If we incur or advance charges for your medical treatment or for any additional services and supplies associated with medical treatment (even though this medical treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such charges.

**4.9 Medical Director and Attending Physician.** We have designated a member in good standing of the New Hanover County Medical Society to act as our Medical Director and who will be on emergency call. You are required to have an attending physician upon admission to the Davis Health Care Center (or the alternate health care facility) at your own expense.

**4.10 Medicare and Insurance Obligations.** You agree to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Davis Health Care Center (or the alternate health care facility). Such supplemental insurance should cover Medicare co-insurance and deductibles. You will furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other costs for each Medicare-qualified stay in the Davis Health Care Center (or the

alternate health care facility). If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Paragraph 9.4 hereof, and we retain the right to cancel this Agreement as provided in Section 9.

**4.11 Alternate Accommodations.**

If the Davis Health Care Center is fully occupied, you will be provided and agree to relocate to another health care facility. Such health care accommodations shall be in a semi-private room, unless a private room is medically necessary. Upon your relocation, you shall continue to be responsible for the applicable charges set forth in Section 4 herein. To the extent we would be liable for your care and accommodations in the Davis Health Care Center under this Agreement, we will be responsible for the charges associated with the alternate health care accommodations. You agree to relocate to the Davis Health Care Center when a bed becomes available.

**4.12 Return to Residence.** If you have released your Residence because you have moved to the Davis Health Care Center (or the alternate health care facility) and if it is later determined by the Executive Director and our Medical Director, in consultation with your attending physician, that you are able to return to the Village, we will provide you with a Residence at the Village of the same or similar type as the one you released as soon as one becomes available. Upon reoccupying such Residence, your Monthly Fee will be based on the then-current Monthly Fee for the new Residence.

**4.13 Under Age 62.** If you are under the age of 62 and require nursing care, you will not qualify for the thirty (30) calendar days of temporary nursing care as outlined in Paragraph 4.3. You will be

charged the rates then being charged to nonresidents by the Davis Health Care Center (or the alternate health care facility), until you attain the age of 62.

**4.14 Refund of Entrance Fee.** If you (or both of you, if there are two of you) are permanently assigned to the Davis Health Care Center (or the alternate health care facility), this does not qualify you for immediate refund of the Entrance Fee. Your Entrance Fee refund will be paid in accordance with Paragraph 6.5 hereof.

**4.15 Care Outside the Village.** If you choose to receive care at a health care facility not designated by the Village, we shall not be responsible for the health care charges incurred by you, and your Monthly Fee under this Agreement will not be reduced.

**4.16 Health Care Center Admission Agreement.** If you require care in the Davis Health Care Center (or at an alternate health care facility which we own or with which we may contract to provide nursing care), you agree to sign a separate Health Care Center Admission Agreement with those facilities as required by Federal and State laws and regulations.

**5. ENTRANCE FEE.** Your Entrance Fee is \$\_\_\_\_\_, which will be paid as outlined below.

**5.1 Entrance Fee Deposit.** To reserve your Residence, you will pay a deposit equal to ten percent (10%) of the Entrance Fee (\$\_\_\_\_\_) at the time you sign this Agreement. The Entrance Fee deposit shall be held in escrow pursuant to applicable statutory provisions and the terms of the escrow agreement established for the Village. In no event shall your Entrance Fee deposit be released from escrow prior to the expiration of your right of rescission period.

A copy of the escrow agreement is available upon request.

### **5.2 Balance of Entrance Fee.**

The remaining balance of the Entrance Fee equal to ninety percent (90%) (\$\_\_\_\_\_) of the Entrance Fee will be paid on or before one hundred and twenty days (120) following the date of your execution of this Agreement or upon the date of your occupancy, whichever occurs first.

**5.3 Second Person Entrance Fee.** If there are two of you under this Agreement, you will pay a Second Person Entrance Fee equal to \$\_\_\_\_\_. Said fee will be paid to us at the same time you pay the balance of the Entrance Fee described in Paragraph 5.2 above. The Second Person Entrance Fee is nonrefundable after it is paid.

## **6. REIMBURSEMENT OF ENTRANCE FEE.**

**6.1 Nonacceptance.** Except as waived by us after full disclosure, we require that you be at least 62 years of age or residing in the same Residence with a resident who is 62 or older; be capable of living in a Residence as defined in our current residency policy; and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations hereunder to meet ordinary and customary living expenses after assuming occupancy. If we do not accept you for residency, this Agreement will automatically cancel. In such event, the portion of the Entrance Fee paid to that date will be refunded to you, without interest, within thirty (30) days following such cancellation.

**6.2 Right of Rescission Period.** You may rescind this Agreement by providing us with written notice within thirty (30) days following the later of your execution of this Agreement or receipt by you of a Disclosure Statement. In such event, the

portion of the Entrance Fee paid to that date will be refunded to you, without interest, within thirty (30) days following the date of our receipt of your notice of rescission. In the event you occupy the Residence during the rescission period, any money or property transferred to us will be refunded in full, without interest, within sixty (60) days following the date of our receipt of your notice of rescission, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period of time you actually occupied the Residence. We cannot require you to move into the Village prior to the expiration of your right of rescission period.

**6.3 Change in Condition Prior to Occupancy.** If, prior to occupancy, you (or either of you, if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity, this Agreement will automatically cancel upon our receipt of notice of your death, illness, injury or incapacity. If you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition prior to occupancy, then this Agreement will cancel upon written notice from you. We will return to you (or to your estate or legal representative) that portion of the Entrance Fee you have paid to that date, without interest, less any costs incurred by us at your request and set forth in Exhibit A or in writing in a separate addendum. Said refund will be made within sixty (60) days following (i) the date of automatic cancellation of this Agreement; or (ii) the date of our receipt of your notice of cancellation.

**6.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraph 6.2 or 6.3 Above.** If, prior to occupancy, you provide us with written notice of cancellation of this Agreement for reasons other than those listed in Paragraph 6.2 or 6.3 above, we will retain a non-refundable fee equal to Two Thousand Five

Hundred Dollars (\$2,500) from the Entrance Fee you have paid to that date and any interest earned thereon, and less any costs incurred by us at your request, and set forth in Exhibit A or in writing in a separate addendum. We will return the remaining Entrance Fee within sixty (60) days following the date of our receipt of your notice of cancellation.

**6.5 Cancellation After Occupancy.** After occupancy should you or we cancel this Agreement pursuant to Section 8 or 9, or in the event of the your death or the death of the surviving Resident if there are two of you, we will remit to you (or to your estate) ninety percent (90%) of the Entrance Fee paid under this Agreement, not to exceed \$\_\_\_\_\_. Such refund amount will be paid, without interest, within thirty (30) days following the date your Residence is reoccupied by a new resident and our receipt from the new resident of the total entrance fee. The Second Person Entrance Fee is nonrefundable.

**6.6 Offset Against Entrance Fee Refund.** In the event of cancellation of this Agreement as described in Paragraph 6.5 above, we will offset against any Entrance Fee refund due to you or your estate the following:

**6.6.1** The amount of any unreimbursed assisted living or health care expenses (except the cost of services described in Section 1 of this Agreement) incurred by us for your care during the time you live at the Village, Champions Assisted Living, or the Davis Health Care Center; and

**6.6.2** Any sums owed by you to us, including unpaid Monthly Fees, pro-rated Monthly Fees for the period of time the Residence was occupied after cancellation of this

Agreement, any extra charges, and other sums currently due; and

**6.6.3** The amount of any Monthly Fees and other sums deferred by us on your behalf under Paragraph 9.4; and

**6.6.4** All sums expended by us on your behalf to remove alterations and restore your Residence to its original condition as provided in Paragraph 10.7; and

**6.6.5** Any costs incurred by us as a result of options and custom features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

**7. MONTHLY FEE AND EXTRA CHARGES.** You will pay the following Monthly Fee which provides the services and amenities listed under Section 1 and provides for all other financial requirements of operating the Village. In addition, you will pay extra charges for the additional services and amenities requested by you under Section 2.

**7.1 Payment of Monthly Fee and Extra Charges.** You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within one hundred twenty (120) days of the date you executed this Agreement. Thereafter, your Monthly Fee will be payable each month in advance by the fifth (5th) business day of each month during the term of this Agreement. Any extra charges for additional services requested by you will be paid by the fifth (5th) business day of each month for the additional services obtained during the preceding month. Currently, the Monthly Fee is \$\_\_\_\_\_ for one person and an additional \$\_\_\_\_\_ for the second person. In the event there are two of you who occupy the Residence and one of you dies, the second

person Monthly Fee will cease, and the remaining person will continue to pay the first person Monthly Fee. The Monthly Fee for your Residence will cancel upon the surviving Resident's death and following death, the removal of all household furnishings and personal effects, or as provided in Section 8 or 9.

**7.2 Late Payment Charge.** If the Monthly Fee and extra charges are not paid by the end of the month, we will charge a one percent (1%) interest penalty a month on the unpaid balance of the Monthly Fee and any extra charges.

**7.3 Changes in Monthly Fee.** We may change the amount of the Monthly Fees upon sixty (60) days' written notice if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in fee is required by local, State, or Federal laws or regulations).

**7.4 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Village.

**7.5 Adjustment in Monthly Fee Due to Assignment to Assisted Living or the Health Care Center.** If you are assigned to Champions Assisted Living or the Davis Health Care Center (or alternate facilities which we own or with which we may contract to provide care), your Monthly Fee will be adjusted and certain additional charges will become due as described in Sections 3 and 4 hereof.

**7.6 Reduction in Monthly Fee Due to Absence.** If you are absent from the Village for more than fourteen (14) consecutive days, the Monthly Fee will be reduced by the raw food costs determined through the Village's budgeting process. You

are required to provide advance notice to administration of your absence in order to qualify for the reduction in the Monthly Fee.

## **8. YOUR CANCELLATION RIGHTS.**

**8.1 Prior to Occupancy.** You may cancel this Agreement for any reason at any time before occupancy of the Village by giving us written notice signed by you (or both of you, if there are two of you). If you give such notice prior to your occupancy of the Village, the cancellation will be effective immediately upon our receipt of such notice. Refund of your Entrance Fee will be as described in Paragraph 6.2, 6.3, or 6.4 above.

**8.2 After Occupancy.** After you assume occupancy of the Village, you may cancel this Agreement at any time by giving us one hundred twenty (120) days' written notice signed by you (or both of you, if there are two of you). This Agreement will cancel at the expiration of the one hundred twenty (120) day notice period. You are required to pay the Monthly Fee until the later of (i) the expiration of such one hundred twenty (120) day period or (ii) removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

In the event of your death (if there are two of you, the death of the surviving resident), this Agreement will automatically cancel. Your estate will be responsible for paying the Monthly Fee until the later of (i) thirty (30) days after your death or (ii) removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not



cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

**9.1.2 Nonpayment.** You do not pay the Entrance Fee, the Monthly Fee, the Assisted Living Per Diem Charge, the Health Care Center Per Diem Charge, or any extra charges when required to do so by this Agreement; or

**9.1.3 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others, including your refusal to consent to relocation, or would result in physical damage to the property of others or the Village; or

**9.1.4 Change in Condition.** There is a major change in your physical or mental condition, and your condition cannot be cared for in Champions Assisted Living or in the Davis Health Care Center within the limits of their licenses.

**9.2 Notice of Cancellation.** Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have thirty (30) days after that notice to correct the problem. If we determine the problem is corrected within the thirty (30) days, this Agreement shall remain in effect. If we determine the problem is not corrected within such time, this Agreement will be canceled, and you must leave the Village within thirty (30) days after we notify you of our determination. You are obligated to pay the Monthly Fee and any extra charges

you incur until the later of (i) the expiration of the thirty (30) day cancellation period, or (ii) removal of your personal property from the Residence. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

**9.3 Emergency Cancellation.** Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described in Paragraph 9.2 above might be detrimental to you or other residents, then such notice and/or waiting period will not be required. Under such circumstances, we are expressly authorized to transfer you to an appropriate hospital or other care facility, and we will promptly notify your family or your representative and your attending physician. We are not responsible for any charges related to such transfer or relocation nor will our staff accompany you to the hospital or other facility.

After transfer, we will provide you with a notice of cancellation if you will be unable to return to the Village, Champions Assisted Living, or the Davis Health Care Center. Cancellation of this Agreement shall be deemed to have occurred when you are relocated. You are obligated to pay the Monthly Fee and any extra charges you incur until removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

If there are two of you under this Agreement and one of you is transferred under the circumstances described in this Paragraph, the other Resident may continue to occupy the Residence, Champions Assisted Living, or the Davis Health Care Center under the terms of this Agreement.

**9.4 Financial Difficulty** If, after you have paid the Entrance Fee and assumed

occupancy at the Village, you encounter financial difficulties making it impossible for you to pay the Monthly Fee, the Assisted Living Per Diem Charge, the Health Care Center Per Diem Charge, and any extra charges, you may qualify for financial assistance in accordance with our then-current Resident Hardship Monthly Fee Discount Policy (the "Hardship Policy"). In accordance with the Hardship Policy, you may be permitted to remain at the Village for reduced fees based on your ability to pay. You must submit an application for assistance and be able to establish facts to justify deferment of these fees. Financial assistance is only available when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Village on a sound financial basis for the benefit of all the residents. Financial assistance will not be available to you if you have impaired your ability to meet your financial obligations hereunder by making unapproved gifts or other transfers or by not maintaining Medicare Part A, Medicare Part B and adequate supplemental insurance coverage. If financial assistance is not available, we may cancel your residency at the Village.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions.

**10.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (either of you) live except to the extent you are required to relocate to Champions Assisted Living or the Davis Health Care Center (or alternate facilities which we own or with which we may contract to provide care) in accordance

with the provisions of Sections 3 and 4, or unless this Agreement is canceled by you or by us pursuant to Section 8 or 9. If there are two of you, then upon the death or permanent assignment of one of you to Champions Assisted Living or to the Davis Health Care Center, or upon some other inability of one of you to occupy the Residence, the other may continue to occupy the Residence under the terms of this Agreement.

### **10.3 Occupants of the Residence.**

Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we sign this Agreement, said second person's acceptance will be based on our then-current residency policy. If accepted, an Entrance Fee as determined by us will be paid upon admission, and each month the then-current Monthly Fee for second persons will be paid. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days (except with our express written approval), and you have the right to cancel this Agreement as provided in Paragraph 8.2.

**10.4 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporary vacation of your Residence, we will provide alternate facilities for you without additional cost within or outside the Village. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within the Village, to Champions Assisted Living, or to

the Davis Health Care Center for the protection of your health or safety or for the health or safety of the other residents of the Village.

**10.5 Furnishings.** Furnishings within the Residence will not be provided by us except as stated in Section 1. Furnishings provided by you (or either of you, if there are two of you) shall not be such as to interfere with your health or safety or the health or safety of other residents or others.

**10.6 Removal and Storage of Personal Property.** If you do not remove your personal property from the Residence and from any storage unit within thirty (30) days of: (i) your death (if there are two of you, the death of the surviving resident); (ii) permanent assignment to Champions Assisted Living or to the Davis Health Care Center; or (iii) cancellation of this Agreement as provided in Section 8 or 9, then we may remove and store such property at the expense and risk of you (or your estate) for a Monthly Fee. As an alternative and at our discretion, we may retain your property in the Residence or in any storage unit at the expense and risk of you (or your estate) for a Monthly Fee.

**10.7 Alterations to the Residence.** You may not undertake any alterations to your Residence without our prior written approval. Upon move out, we will, in our sole discretion, remove any alterations and restore the Residence to its original condition, normal wear and tear excepted. You agree to reimburse us for such charges. If you do not pay for such charges, then we will offset such charges against your Entrance Fee refund.

**10.8 Refurbishment of the Residence.** Customary and normal refurbishment charges of your Residence will be borne by us. Any necessary refurbishment

charges beyond those which are customary and normal will be paid by you.

**10.9 Guests.** No one other than you shall have a right of occupancy in the Residence without the consent of the Executive Director, unless otherwise permitted pursuant to guest policies established by us. The intent of the policies shall be to permit stays of short duration by your guests, where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of the Village or be inconsistent with the welfare of other residents.

## **11. REPRESENTATIONS.**

**11.1 Your Representations.** You represent and warrant to us the following:

**11.1.1** You are capable of living in a Residence as defined in our current residency policy; and

**11.2.2** You have assets and income which are sufficient under foreseeable circumstances, and after provisions for payment of your obligations under this Agreement, to meet ordinary and customary living expenses after you move into the Village (this is a requirement of entrance, unless waived by us in writing and after full disclosure by you of the circumstances); and

**11.2.3** All facts stated by you in your application for residency are true and complete. You agree to maintain, after occupancy, any long term care insurance listed on your application for residency; and

**11.2.4** You have not made any gift of your property in contemplation of signing this Agreement; and

**11.2.5** You will be at least 62 years of age or will reside with a resident of the Village who is 62 years of age or older when you first move into the Village.

**11.2 Our Representations.** We represent and warrant to you that we are a not-for-profit corporation, and that we are not affiliated with any religious or charitable organizations.

## **12. PROMISES.**

**12.1 Our Promises.** We promise the following:

**12.1.1** It is and shall be our declared policy to operate as a not-for-profit organization; and

**12.1.2** We shall not cancel this Agreement without just cause as specified in Paragraph 9.1; and

**12.1.3** We shall not cancel this Agreement solely because of your financial inability to pay as specified in Paragraph 9.4; and

**12.1.4** We will abide by all other terms of this Agreement.

**12.2 Your Promises.** You promise to do the following:

**12.2.1** To comply with all of our published operating procedures and policies now existing or hereafter amended; and

**12.2.2** To pay the Entrance Fee, Monthly Fee, Assisted Living Per Diem Charge, Health Care Center Per Diem Charge, and any extra charges provided for by this Agreement; and

**12.2.3** To provide, by will or otherwise, within sixty (60) days after occupancy of the Village, for the disposition of all your furniture, possessions, and property located in the Village; and

**12.2.4** To make funeral and burial arrangements at your expense; and

**12.2.5** To not voluntarily take any action which could impair your ability to meet your financial obligations to us under this Agreement without our consent; and

**12.2.6** To abide by all other terms of this Agreement.

## **13. ARBITRATION.**

**13.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**13.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any other kind (except for those disputes, claims or controversies arising under Paragraph 13.1 above) between you and us arising out of, in connection with, or relating to this Residency Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be

submitted to and determined by arbitration in New Hanover County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Village, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**13.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving us written notice of your withdrawal.

**13.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

## **14. MISCELLANEOUS LEGAL PROVISIONS.**

**14.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights under it (including the use of the Residence) may not be assigned, and no rights or benefits under this Agreement shall

inure to the benefit of your heirs, legatees, assignees or representatives, except as to the Entrance Fee refund described in Section 6; (ii) this Agreement and your contractual right to occupy the Village shall exist and continue to exist during your lifetime unless canceled pursuant to Section 8 or 9; (iii) this Agreement grants you the right to occupy and use space in the Village, but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Village.

**14.2 Sale or Transfers.** We may sell or transfer our interest in the Village provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Village and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. If financially beneficial to us, the Village or land upon which it is located may be sold and leased back or assigned and leased back, but no such transaction will in any way alter our contractual obligations to you. Your signature hereto constitutes your consent and approval of any such future transaction.

**14.3 Release.** We are not responsible for loss of or damage to your personal property (unless such loss or damage is caused by our negligence or the negligence of our agents or employees), and you hereby release us from such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

**14.4 Indemnity.** We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages and expenses, including attorney's fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to or in any way connected with your negligent or intentional acts or omissions or that of your guests.

**14.5 Reimbursement of Loss or Damage.** You or your representative, if applicable, agree to reimburse us for any loss or damage to the Village caused by your intentional careless, or negligent acts or omissions or that of your guests.

**14.6 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding any tax considerations that may be associated with this Agreement.

**14.7 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages and other documents creating liens encumbering the Village, which have been or will be signed by us. Upon request, you agree to sign, acknowledge, and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

**14.8 Entire Agreement.** This Agreement and any amendments, addenda or exhibits hereto contain our entire understanding with respect to your residency.

**14.9 Amendments.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement will be valid unless in writing and signed by you and us.

**14.10 Modification Due to Law or Regulation Changes.** This Agreement may be modified by us at any time in order to comply with changes in applicable laws and regulations.

**14.11 Governing Law.** This Agreement will be governed, interpreted, and construed according to the laws and regulations of the State of North Carolina.

**14.12 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**14.13 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**14.14 Residents.** When there are two of you, the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires.

**14.15 Capacity.** This Agreement has been signed by our duly authorized agent, and no officer, director, agent or employee shall have any personal liability to you under this Agreement under any circumstance. This Agreement will become effective upon our acceptance and execution.

**14.16 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**14.17 Responsible Party.** You agree to execute and deliver to us within sixty

(60) days after assuming residency in your Residence a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us, and you agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Village.

obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Paragraph 14.4, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Village, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**[Signature page follows]**

**14.18 Private Employee of Resident.** If you need additional services, you can obtain these needed services from the Village's licensed Home Care Agency or from a private employee, an independent contractor, or through a different agency ("Personal Service Provider"). If you do not utilize the Village's Home Care Agency, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. If you obtain services from a private employee, independent contractor, or a different agency, then you must comply with our policy regarding Personal Service Providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our Personal Service Provider Policy. If you fail to follow or enforce the policies and rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**14.19 Notice.** Any notice required to be given to us under this Agreement will be in writing and mailed or delivered to the Executive Director at the Village. Any notice required to be given to you will be delivered to you at your Residence or at some other address upon your notice to us.

**14.20 Survival of Representations and Obligations.** Your representations and

**14.21 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Witness

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PLANTATION VILLAGE, INC.**

By: \_\_\_\_\_  
Authorized Representative

Residence Type \_\_\_\_\_

Residence Number \_\_\_\_\_

Entrance Fee \$\_\_\_\_\_

Exhibit A: Options and Custom Features



90% Return of Captial Residency Agreement (2020-04-07) .docx



Exhibit A

<u>Options and Custom Features Added at Resident's Request:</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b><u>Total</u></b>	<b><u>\$ _____</u></b>

Initials \_\_\_\_\_  
Community

Resident(s) \_\_\_\_\_

Resident(s) \_\_\_\_\_

## **Exhibit C**

# **50 Percent Return of Capital™ Residency Agreement**



# PLANTATION VILLAGE

---

*Keep on loving life*

**1200 Porters Neck Road  
Wilmington, North Carolina 28411  
(910) 686-7181**

**Marketing Office: 800-334-0240 (inside NC)  
800-334-0035 (outside NC)**

**Residency Agreement  
(50 Percent Return of Capital™)**

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EXHIBIT A: Options and Custom Features

## GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residency Agreement, entered into between the Resident and Plantation Village, Inc., which outlines the contractual obligations of both parties.

**"Champions Assisted Living"** means the licensed assisted living facility at The Davis Community located adjacent to the Village, which we have entered into an agreement with to provide assisted living care to our residents in accordance with Section 3 of this Agreement.

**"Davis Health Care Center"** means the licensed skilled nursing facility at The Davis Community located adjacent to the Village, which we have entered into an agreement with to provide skilled nursing care to our residents in accordance with Section 4 of this Agreement.

**"Entrance Fee"** means payment that assures a resident a place at the Village for life as long as the resident complies with the terms of this Agreement. At the time the resident makes application for residency at the Village, the resident will sign a Residency Agreement to reserve the Residence selected and will pay an Entrance Fee deposit to the Village. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 120 days after the Residency Agreement is executed by you. Specific information is located in Section 5 of this Agreement.

**"Extra Charges"** means the extra charges payable in consideration for the additional services and amenities requested by you, as set forth in Section 2 of this Agreement.

**"Residence"** means the apartment, duplex or villa at the Village identified in the

introductory paragraph of the Agreement, in which the Resident has the right to live pursuant to this Agreement in exchange for paying the Entrance Fee, Second Person Entrance Fee (if applicable), and the Monthly Fees.

**"Monthly Fee"** means that monthly fee payable in consideration for the services and amenities provided to the residents of the Village, as set forth in Section 7 of this Agreement. The Monthly Fee includes a second person fee if there are two of you.

**"Occupancy"** means the earlier of the date you move into the Village or pay the balance of the Entrance Fee to pursuant to Paragraph 5.2 of this Agreement.

**"Plantation Village, Inc." or "we" or "our" or "us"** means the owner of the Residences, common areas, and site amenities associated with these areas. Plantation Village, Inc. is a North Carolina non-profit corporation.

**"Resident" or "you"** means the Resident(s) who sign this Agreement. Sometimes a second resident (if there are two of you) is referred to in this Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.

**"Second Person Entrance Fee"** means the fee paid to us for a second person's entrance into the Village pursuant to Paragraph 5.3 of this Agreement.

**"The Davis Community"** includes Champions Assisted Living and the Davis Health Care Center, wherein Residents are provided with assisted living and nursing

care as outlined in the Agreement. The Davis Community and Plantation Village are not affiliated entities.

**The "Village"** means the continuing care senior living community known as "Plantation Village," including the apartments, duplexes, villas, cottages, common areas, and site amenities.





## **Residency Agreement** **50 Percent Return of Capital™**

### **INTRODUCTION**

This Return of Capital™ Residency Agreement ("Agreement") is entered into by Plantation Village, Inc. ("we," "us," or "our") and \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident"). Plantation Village Retirement Community is a continuing care senior living community located at 1200 Porters Neck Road; Wilmington, NC 28411 (hereafter the "Village").

We will provide residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number: \_\_\_\_\_  
Residence Style: \_\_\_\_\_

You may have the option of selecting certain options and custom features in the Residence at an additional charge, which shall not be subject to any refund provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Village prior to adding them to the Residence. The Executive Director of the Village has consented to your request to add the options and custom features set forth in Exhibit A attached to this Agreement. You agree to pay the amount(s) set forth in Exhibit A to cover the costs for such items.

As a Resident of the Village, you are offered lifetime use of your Residence and lifetime access to Champions Assisted Living or the Davis Health Care Center (or in alternate facilities which we own or with which we may contract to provide these services). Champions Assisted Living and the Davis Health Care Center are located adjacent to the Village as a part of The Davis Community. The Village is also licensed as a Home Care Agency with the State of North Carolina. As a Home Care Agency, the Village can provide assistance with the activities of daily living to residents in their individual Residences (with or without extra charge).

To be accepted for residency, you must meet our admissions criteria, which includes: having reached the age of 62 (or sharing your Residence with another person who is 62 or older); financial guidelines; and the ability to live in a Residence – all as outlined in our current residency policy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of the Village and to delineate the services to be provided at the Village.

**1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.** We will furnish at the Village, so long as you reside in a Residence, the following services and amenities which are included in the Monthly Fee:

- 1.1** One full meal per day in the dining room;
- 1.2** Delivery service of lunch or dinner to your Residence;
- 1.3** Utilities, including air conditioning, heating, electricity, water, sewer, and trash disposal;
- 1.4** Cable television;
- 1.5** Internet access;
- 1.6** Local and long distance telephone service (with some limitations);
- 1.7** Storage;
- 1.8** Building and grounds maintenance;
- 1.9** Regular housekeeping service;
- 1.10** Regular flat laundry service;
- 1.11** Availability of laundry facilities so that you can wash and dry personal laundry;
- 1.12** Planned activities -- social, educational, cultural, spiritual, and recreational -- for those who wish to participate;
- 1.13** Surface parking for you and your guests;
- 1.14** Complete kitchen, including refrigerator, range with oven, over-the-range

microwave, garbage disposal, and dishwasher (except in one-bedroom convertible units);

**1.15** Local transportation scheduled by us (and as posted);

**1.16** Emergency call system in each Residence bathroom and bedroom;

**1.17** Emergency telephone calls to the Medical Director by designated personnel;

**1.18** Smoke detectors in each Residence;

**1.19** 24-hour security personnel;

**1.20** Use of the Village's common area amenities during scheduled hours;

**1.21** Access to the Resident Care Center, which is available to respond to resident's emergency calls and to provide temporary nursing and outpatient services. Some routine outpatient services are included as part of the Monthly Fee; and

**1.22** Home care services for a limited period of time in our sole discretion.

**2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.** At your request, we will also make available at the Village at the then-prevailing rates of extra charge:

**2.1** Additional meals over those provided in consideration for the Monthly Fee;

**2.2** Alcoholic beverages;

**2.3** Use of the private dining room, preparation of special meals for you

and your guests, and use of Village wait staff for any of your special occasion events;

- 2.4 Carports, when available;
- 2.5 Guest accommodations;
- 2.6 Guest meals;
- 2.7 Beauty/barber shop services;
- 2.8 Personal laundry service (non-dry clean items);
- 2.9 Additional housekeeping services;
- 2.10 Special events transportation;
- 2.11 Certain other services, such as medicine, drugs, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;
- 2.12 Other optional services related or unrelated to care in Champions Assisted Living or the Health Care Center as approved by us;
- 2.13 Additional outpatient services and special services (injections, medication management, etc.) are available in the Resident Care Center for an extra charge; and
- 2.14 Extended home care services based on the Resident's needs at the time such services are required in consultation with the Executive Director or his/her designee.

**3. ASSISTED LIVING.** If, in the opinion of the Executive Director and our Medical Director, after consultation with your attending physician, your family or your responsible party, the administrator of Champions Assisted Living or his or her designee, and you to the extent feasible, it is determined that you need assisted living care,

you will be provided with such care at Champions Assisted Living or at an alternate assisted living facility which we own or with which we may contract to provide assisted living, based on the following terms:

**3.1 Assisted Living Accommodations.** Your assisted living accommodations will be in a private one-bedroom suite or special care suite, depending on the level of care needed by you. If you wish to occupy a larger suite, you agree to pay the difference in the charges between the larger suite and the suites listed above.

**3.2 Temporary or Permanent Assignment to Assisted Living.** Typically, a resident is considered temporarily assigned during the first thirty (30) consecutive days of care. However, a resident may be considered permanently assigned during that time if it is determined by our Medical Director that the resident requires long-term assisted living care. A resident will be considered permanently assigned to assisted living if he/she requires more than thirty (30) consecutive days of assisted living.

**3.3 Thirty (30) Calendar Days of Temporary Assisted Living Care.** We will cover the charges for assisted living care at Champions (or the alternate assisted living facility) for up to thirty (30) calendar days for each Resident each fiscal year during a temporary stay. If there are two Residents, the allowance may be combined and used by only one Resident. During such time, you will continue to pay the Monthly Fee (first and second person, as applicable) for your Residence. In addition, you will pay for the cost of two (2) assisted living meals per day not covered by the Monthly Fee at the then-current charge for assisted living meals and the charges for any additional services and supplies as described in Paragraph 3.8 below. If you do not use the thirty (30) calendar days of care each fiscal year, any unused days will not be carried over to the next year. Once you

are permanently assigned to assisted living, you no longer qualify for the thirty (30) days.

**3.4 More Than Thirty (30) Calendar Days of Temporary Assisted Living Care.** If you use more than thirty (30) calendar days of temporary assisted living care, you will be responsible for paying the full daily rate charged by Champions (or the alternate assisted living facility), as well as the Monthly Fee (first and second person, as applicable) for your Residence and the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.5 Permanent Assignment to Assisted Living When There is One of You.** When permanently assigned to assisted living, you will be required to vacate and release your Residence within thirty (30) days of notice to you of permanent assignment. You will pay each month the Assisted Living Per Diem Charge as defined in Paragraph 3.7. Your Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.6 Permanent Assignment to Assisted Living When There are Two of You.** When there are two of you, and one of you is permanently assigned to assisted living, the other of you may continue to occupy the Residence under the terms of this Agreement and pay the first person Monthly Fee. The Resident permanently assigned to assisted living will pay the Assisted Living Per Diem Charge as described in Paragraph 3.7 below, plus the charges for any additional services and supplies as described in Paragraph 3.8. In the event the Resident in the Residence dies, the Resident in assisted living will pay the Assisted Living Per Diem Charge as described in Paragraph 3.7 below, as well as the first person Monthly Fee for the Residence until the removal of the personal

property from the Residence and from any storage unit, which must be accomplished within thirty (30) days from the date of death.

In the event both of you are permanently assigned to assisted living, you will be required to vacate and release your Residence within thirty (30) days of notice to you of the last Resident's permanent assignment. Each of you will pay the Assisted Living Per Diem Charge as defined in Paragraph 3.7 below. The first person Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.7 Assisted Living Per Diem Charge.** The Assisted Living Per Diem Charge, as used within this Agreement, is a percentage of the daily rate then being charged by Champions Assisted Living to nonresidents for like accommodations. The percentage is seventy-five percent (75%). Upon sixty (60) days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, State, or Federal laws and regulations).

**3.8 Additional Services and Supplies.** Certain additional services and supplies will be provided in Champions Assisted Living, including but not limited to: personal transportation, personal laundry service, therapy services, nursing care, pharmaceutical supplies, guest accommodations, beauty and barber services, telephone, and personal care supplies. These additional services and supplies will be available at the then-prevailing rates of extra charge. Any extra charges for additional services and supplies will be paid for by you in accordance with Paragraph 7.1 of this Agreement. If we

incur or advance charges for your care or treatment or for any additional services and supplies, you will promptly reimburse us for such charges.

**3.9 Alternate Accommodations.**

If Champions Assisted Living is fully occupied, you will be provided and agree to relocate to another assisted living facility. Such assisted living accommodations shall be in a private suite, unless a semi-private suite is requested. Upon your relocation, you shall continue to be responsible for the applicable charges set forth in Section 3. To the extent we would be liable for your care and accommodations in Champions Assisted Living under this Agreement, we will be responsible for the charges associated with the alternate assisted living accommodations. You agree to relocate to Champions Assisted Living when a suite becomes available.

**3.10 Return to Residence.** If you have released your Residence because you have moved to assisted living, and if it is later determined by the Executive Director and our Medical Director, in consultation with your attending physician, that you are able to return to the Village, we will provide you with a Residence at the Village of the same or similar type as the one you released as soon as one becomes available. Upon reoccupying such Residence, your Monthly Fee will be based on the then-current Monthly Fee for the new Residence.

**3.11 Under Age 62.** If you are under the age of 62 and require assisted living care, you will not qualify for the thirty (30) calendar days of temporary assisted living care as outlined in Paragraph 3.3. You will be charged the full daily rates then being charged to nonresidents by Champions Assisted Living or the alternate assisted living facility, until you attain the age of 62.

**3.12 Refund of Entrance Fee.** If you (or both of you, if there are two of you)

are permanently assigned to Champions Assisted Living or to an alternate assisted living facility, this does not qualify you for an immediate refund of the Entrance Fee. Your Entrance Fee refund will be paid in accordance with Paragraph 6.5 hereof.

**3.13 Care Outside the Village.** If you choose to receive assisted living care at a facility not designated by the Village, we shall not be responsible for the assisted living charges incurred by you, and your Monthly Fee under this Agreement will not be reduced.

**3.14 Assisted Living Admission Agreement.** If you require assisted living care at Champions Assisted Living or at an alternate assisted living facility which we own or with which we may contract to provide assisted living, you agree to sign a separate Assisted Living Admission Agreement with those facilities as required by State law and regulations.

**4. HEALTH CARE CENTER.** If, in the opinion of the Executive Director and our Medical Director after consultation with your attending physician, your family or your responsible party, and you to the extent feasible, it is determined that you need nursing care, you will be provided with such care at the Davis Health Care Center (or at an alternate health care facility which we own or with which we may contract to provide nursing care), based on the following terms:

**4.1 Health Care Center Accommodations.** Your health care center accommodations will be in a semi-private room unless a private room is medically necessary. If not medically necessary, you may still choose to occupy a private room if one is available - as long as you agree to pay the difference between the charges for private and semi-private accommodations.

**4.2 Temporary or Permanent Assignment to the Health Care Center.**

Typically, a resident is considered temporarily assigned during the first ninety (90) consecutive days of care. However, a resident may be considered permanently assigned during that time if it is determined by our Medical Director that long-term care is needed. A resident will be considered permanently assigned to the Davis Health Care Center (or the alternate health care facility) if he/she requires more than ninety (90) consecutive days of nursing care.

**4.3 Thirty (30) Calendar Days of Temporary Nursing Care.** We will cover the charges for nursing care at the Davis Health Care Center (or the alternate health care facility) for up to thirty (30) calendar days for each Resident each fiscal year during a temporary stay. If there are two Residents, the allowance may be combined and used by only one Resident. During such time, you will continue to pay the Monthly Fee (first and second person, as applicable) for your Residence. In addition, you will pay for the cost of two (2) health center meals per day not covered by the Monthly Fee at the then-current charge for health center meals and the charges for any additional services and supplies as described in Paragraph 4.8 below. If you do not use the thirty (30) calendar days of care each fiscal year, any unused days will not be carried over to the next year. Once you are permanently assigned to the Davis Health Care Center (or the alternate health care facility), you no longer qualify for the thirty (30) days.

**4.4 More Than Thirty (30) Calendar Days of Temporary Nursing Care.** If you use more than thirty (30) calendar days of temporary nursing care, you will be responsible for paying the full daily rate charged by the Davis Health Care Center (or the alternate health care facility), as well as the Monthly Fee (first and second person, as applicable) for your Residence and the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.5 Permanent Assignment to the Health Care Center When There is One of You.** When permanently assigned to the Davis Health Care Center (or the alternate health care facility), you will be required to vacate and release your Residence within thirty (30) days of notice to you of permanent assignment. You will pay each month the Health Care Center Per Diem Charge as defined in Paragraph 4.7. Your Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.6 Permanent Assignment to the Health Care Center When There are Two of You.** When there are two of you and one of you is permanently assigned to the Davis Health Care Center (or the alternate health care facility), the other of you may continue to occupy the Residence under the terms of this Agreement and pay the first person Monthly Fee. The Resident permanently assigned will pay the Health Care Center Per Diem Charge as described in Paragraph 4.7 below, plus the charges for any additional services and supplies as described in Paragraph 4.8. In the event the Resident in the Residence dies, the Resident in the Davis Health Care Center (or the alternate health care facility) will pay the Health Care Center Per Diem Charge as described in Paragraph 4.7 below, as well as the first person Monthly Fee for the Residence until removal of the personal property from the Residence and from any storage unit, which must be accomplished within thirty (30) days from the date of death.

In the event both of you are permanently assigned to the Davis Health Care Center (or the alternate health care facility), you will be required to vacate and release your Residence within thirty (30) days of notice to you of the last Resident's permanent

assignment. Each of you will pay the Health Care Center Per Diem Charge as defined in Paragraph 4.7 below. Your first person Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.7 Health Care Center Per Diem Charge.** The Health Care Center Per Diem Charge, as used within this Agreement, is a percentage of the daily rate then being charged by the Davis Health Care Center to nonresidents for like accommodations. The percentage is seventy-five percent (75%). Upon sixty (60) days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village (or without notice if such change in percentage is required by local, State, or Federal laws and regulations).

**4.8 Additional Services and Supplies.** Certain additional services and supplies will be provided in the Davis Health Care Center, including but not limited to: medical treatment by our Medical Director or your attending physician, medicine, drugs, prescribed therapy, nursing supplies, personal laundry, and other medical and miscellaneous supplies and services associated with medical treatment. These additional services and supplies will be available at the then-prevailing rates of extra charge. Any extra charges for additional services and supplies will be paid for by you in accordance with Paragraph 7.1 of this Agreement. If we incur or advance charges for your medical treatment or for any additional services and supplies associated with medical treatment (even though this medical treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such charges.

**4.9 Medical Director and Attending Physician.** We have designated a member in good standing of the New Hanover County Medical Society to act as our Medical Director and who will be on emergency call. You are required to have an attending physician upon admission to the Davis Health Care Center (or the alternate health care facility) at your own expense.

**4.10 Medicare and Insurance Obligations.** You agree to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Davis Health Care Center (or the alternate health care facility). Such supplemental insurance should cover Medicare co-insurance and deductibles. You will furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other costs for each Medicare-qualified stay in the Davis Health Care Center (or the alternate health care facility). If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Paragraph 9.4 hereof, and we retain the right to cancel this Agreement as provided in Section 9.

**4.11 Alternate Accommodations.** If the Davis Health Care Center is fully occupied, you will be provided and agree to relocate to another health care facility. Such health care accommodations shall be in a

semi-private room, unless a private room is medically necessary. Upon your relocation, you shall continue to be responsible for the applicable charges set forth in Section 4 herein. To the extent we would be liable for your care and accommodations in the Davis Health Care Center under this Agreement, we will be responsible for the charges associated with the alternate health care accommodations. You agree to relocate to the Davis Health Care Center when a bed becomes available.

**4.12 Return to Residence.** If you have released your Residence because you have moved to the Davis Health Care Center (or the alternate health care facility) and if it is later determined by the Executive Director and our Medical Director, in consultation with your attending physician, that you are able to return to the Village, we will provide you with a Residence at the Village of the same or similar type as the one you released as soon as one becomes available. Upon reoccupying such Residence, your Monthly Fee will be based on the then-current Monthly Fee for the new Residence.

**4.13 Under Age 62.** If you are under the age of 62 and require nursing care, you will not qualify for the thirty (30) calendar days of temporary nursing care as outlined in Paragraph 4.3. You will be charged the rates then being charged to nonresidents by the Davis Health Care Center (or the alternate health care facility), until you attain the age of 62.

**4.14 Refund of Entrance Fee.** If you (or both of you, if there are two of you) are permanently assigned to the Davis Health Care Center (or the alternate health care facility), this does not qualify you for immediate refund of the Entrance Fee. Your Entrance Fee refund will be paid in accordance with Paragraph 6.5 hereof.

**4.15 Care Outside the Village.** If you choose to receive care at a health care facility not designated by the Village, we shall not be responsible for the health care charges incurred by you, and your Monthly Fee under this Agreement will not be reduced.

**4.16 Health Care Center Admission Agreement.** If you require care in the Davis Health Care Center (or at an alternate health care facility which we own or with which we may contract to provide nursing care), you agree to sign a separate Health Care Center Admission Agreement with those facilities as required by Federal and State laws and regulations.

**5. ENTRANCE FEE.** Your Entrance Fee is \$\_\_\_\_\_, which will be paid as outlined below.

**5.1 Entrance Fee Deposit.** To reserve your Residence, you will pay a deposit equal to ten percent (10%) of the Entrance Fee (\$\_\_\_\_\_) at the time you sign this Agreement. The Entrance Fee deposit shall be held in escrow pursuant to applicable statutory provisions and the terms of the escrow agreement established for the Village. In no event shall your Entrance Fee deposit be released from escrow prior to the expiration of your right of rescission period. A copy of the escrow agreement is available upon request.

**5.2 Balance of Entrance Fee.** The remaining balance of the Entrance Fee equal to ninety percent (90%) (\$\_\_\_\_\_) of the Entrance Fee will be paid on or before one hundred and twenty days (120) following the date of your execution of this Agreement or upon the date of your occupancy, whichever occurs first.

**5.3 Second Person Entrance Fee.** If there are two of you under this Agreement, you will pay a Second Person



Entrance Fee equal to \$\_\_\_\_\_. Said fee will be paid to us at the same time you pay the balance of the Entrance Fee described in Paragraph 5.2 above. The Second Person Entrance Fee is nonrefundable after it is paid.

## **6. REIMBURSEMENT OF ENTRANCE FEE.**

**6.1 Nonacceptance.** Except as waived by us after full disclosure, we require that you be at least 62 years of age or residing in the same Residence with a resident who is 62 or older; be capable of living in a Residence as defined in our current residency policy; and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations hereunder to meet ordinary and customary living expenses after assuming occupancy. If we do not accept you for residency, this Agreement will automatically cancel. In such event, the portion of the Entrance Fee paid to that date will be refunded to you, without interest, within thirty (30) days following such cancellation.

**6.2 Right of Rescission Period.** You may rescind this Agreement by providing us with written notice within thirty (30) days following the later of your execution of this Agreement or receipt by you of a Disclosure Statement. In such event, the portion of the Entrance Fee paid to that date will be refunded to you, without interest, within thirty (30) days following the date of our receipt of your notice of rescission. In the event you occupy the Residence during the rescission period, any money or property transferred to us will be refunded in full, without interest, within sixty (60) days following the date of our receipt of your notice of rescission, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period of time you actually occupied the Residence. We cannot require

you to move into the Village prior to the expiration of your right of rescission period.

**6.3 Change in Condition Prior to Occupancy.** If, prior to occupancy, you (or either of you, if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity, this Agreement will automatically cancel upon our receipt of notice of your death, illness, injury or incapacity. If you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition prior to occupancy, then this Agreement will cancel upon written notice from you. We will return to you (or to your estate or legal representative) that portion of the Entrance Fee you have paid to that date, without interest, less any costs incurred by us at your request and set forth in Exhibit A or in writing in a separate addendum. Said refund will be made within sixty (60) days following (i) the date of automatic cancellation of this Agreement; or (ii) the date of our receipt of your notice of cancellation.

**6.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraph 6.2 or 6.3 Above.** If, prior to occupancy, you provide us with written notice of cancellation of this Agreement for reasons other than those listed in Paragraph 6.2 or 6.3 above, we will retain a non-refundable fee equal to Two Thousand Five Hundred Dollars (\$2,500) from the Entrance Fee you have paid to that date and any interest earned thereon, and less any costs incurred by us at your request, and set forth in Exhibit A or in writing in a separate addendum. We will return the remaining Entrance Fee within sixty (60) days following the date of our receipt of your notice of cancellation.

**6.5 Cancellation After Occupancy.** After occupancy should you or we cancel this Agreement pursuant to Section 8 or 9, or in the event of the your death or the

death of the surviving Resident if there are two of you, we will remit to you (or to your estate) fifty percent (50%) of the Entrance Fee paid under this Agreement, not to exceed \$\_\_\_\_. Such refund amount will be paid, without interest, within thirty (30) days following the date your Residence is reoccupied by a new resident and our receipt from the new resident of the total entrance fee. The Second Person Entrance Fee is nonrefundable.

**6.6 Offset Against Entrance Fee Refund.** In the event of cancellation of this Agreement as described in Paragraph 6.5 above, we will offset against any Entrance Fee refund due to you or your estate the following:

**6.6.1** The amount of any unreimbursed assisted living or health care expenses (except the cost of services described in Section 1 of this Agreement) incurred by us for your care during the time you live at the Village, Champions Assisted Living, or the Davis Health Care Center; and

**6.6.2** Any sums owed by you to us, including unpaid Monthly Fees, pro-rated Monthly Fees for the period of time the Residence was occupied after cancellation of this Agreement, any extra charges, and other sums currently due; and

**6.6.3** The amount of any Monthly Fees and other sums deferred by us on your behalf under Paragraph 9.4; and

**6.6.4** All sums expended by us on your behalf to remove alterations and restore your Residence to its original condition as provided in Paragraph 10.7; and

**6.6.5** Any costs incurred by us as a result of options and custom features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

**7. MONTHLY FEE AND EXTRA CHARGES.** You will pay the following Monthly Fee which provides the services and amenities listed under Section 1 and provides for all other financial requirements of operating the Village. In addition, you will pay extra charges for the additional services and amenities requested by you under Section 2.

**7.1 Payment of Monthly Fee and Extra Charges.** You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within one hundred twenty (120) days of the date you executed this Agreement. Thereafter, your Monthly Fee will be payable each month in advance by the fifth (5th) business day of each month during the term of this Agreement. Any extra charges for additional services requested by you will be paid by the fifth (5th) business day of each month for the additional services obtained during the preceding month. Currently, the Monthly Fee is \$\_\_\_\_ for one person and an additional \$\_\_\_\_ for the second person. In the event there are two of you who occupy the Residence and one of you dies, the second person Monthly Fee will cease, and the remaining person will continue to pay the first person Monthly Fee. The Monthly Fee for your Residence will cancel upon the surviving Resident's death and following death, the removal of all household furnishings and personal effects, or as provided in Section 8 or 9.

**7.2 Late Payment Charge.** If the Monthly Fee and extra charges are not paid by the end of the month, we will charge a one percent (1%) interest penalty a month on the

unpaid balance of the Monthly Fee and any extra charges.

### **7.3 Changes in Monthly Fee.**

We may change the amount of the Monthly Fees upon sixty (60) days' written notice if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in fee is required by local, State, or Federal laws or regulations).

**7.4 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Village.

**7.5 Adjustment in Monthly Fee Due to Assignment to Assisted Living or the Health Care Center.** If you are assigned to Champions Assisted Living or the Davis Health Care Center (or alternate facilities which we own or with which we may contract to provide care), your Monthly Fee will be adjusted and certain additional charges will become due as described in Sections 3 and 4 hereof.

**7.6 Reduction in Monthly Fee Due to Absence.** If you are absent from the Village for more than fourteen (14) consecutive days, the Monthly Fee will be reduced by the raw food costs determined through the Village's budgeting process. You are required to provide advance notice to administration of your absence in order to qualify for the reduction in the Monthly Fee.

## **8. YOUR CANCELLATION RIGHTS.**

**8.1 Prior to Occupancy.** You may cancel this Agreement for any reason at any time before occupancy of the Village by giving us written notice signed by you (or both of you, if there are two of you). If you give such notice prior to your occupancy of

the Village, the cancellation will be effective immediately upon our receipt of such notice. Refund of your Entrance Fee will be as described in Paragraph 6.2, 6.3, or 6.4 above.

**8.2 After Occupancy.** After you assume occupancy of the Village, you may cancel this Agreement at any time by giving us one hundred twenty (120) days' written notice signed by you (or both of you, if there are two of you). This Agreement will cancel at the expiration of the one hundred twenty (120) day notice period. You are required to pay the Monthly Fee until the later of (i) the expiration of such one hundred twenty (120) day period or (ii) removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

In the event of your death (if there are two of you, the death of the surviving resident), this Agreement will automatically cancel. Your estate will be responsible for paying the Monthly Fee until the later of (i) thirty (30) days after your death or (ii) removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

**9.1.2 Nonpayment.** You do not pay the Entrance Fee, the Monthly Fee, the Assisted Living Per Diem

Charge, the Health Care Center Per Diem Charge, or any extra charges when required to do so by this Agreement; or

**9.1.3 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others, including your refusal to consent to relocation, or would result in physical damage to the property of others or the Village; or

**9.1.4 Change in Condition.** There is a major change in your physical or mental condition, and your condition cannot be cared for in Champions Assisted Living or in the Davis Health Care Center within the limits of their licenses.

**9.2 Notice of Cancellation.** Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have thirty (30) days after that notice to correct the problem. If we determine the problem is corrected within the thirty (30) days, this Agreement shall remain in effect. If we determine the problem is not corrected within such time, this Agreement will be canceled, and you must leave the Village within thirty (30) days after we notify you of our determination. You are obligated to pay the Monthly Fee and any extra charges you incur until the later of (i) the expiration of the thirty (30) day cancellation period, or (ii) removal of your personal property from the Residence. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

**9.3 Emergency Cancellation.** Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described in Paragraph 9.2 above might be detrimental to you or other

residents, then such notice and/or waiting period will not be required. Under such circumstances, we are expressly authorized to transfer you to an appropriate hospital or other care facility, and we will promptly notify your family or your representative and your attending physician. We are not responsible for any charges related to such transfer or relocation nor will our staff accompany you to the hospital or other facility.

After transfer, we will provide you with a notice of cancellation if you will be unable to return to the Village, Champions Assisted Living, or the Davis Health Care Center. Cancellation of this Agreement shall be deemed to have occurred when you are relocated. You are obligated to pay the Monthly Fee and any extra charges you incur until removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

If there are two of you under this Agreement and one of you is transferred under the circumstances described in this Paragraph, the other Resident may continue to occupy the Residence, Champions Assisted Living, or the Davis Health Care Center under the terms of this Agreement.

**9.4 Financial Difficulty** If, after you have paid the Entrance Fee and assumed occupancy at the Village, you encounter financial difficulties making it impossible for you to pay the Monthly Fee, the Assisted Living Per Diem Charge, the Health Care Center Per Diem Charge, and any extra charges, you may qualify for financial assistance in accordance with our then-current Resident Hardship Monthly Fee Discount Policy (the "Hardship Policy"). In accordance with the Hardship Policy, you may be permitted to remain at the Village for reduced fees based on your ability to pay. You must submit an application for

assistance and be able to establish facts to justify deferment of these fees. Financial assistance is only available when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Village on a sound financial basis for the benefit of all the residents. Financial assistance will not be available to you if you have impaired your ability to meet your financial obligations hereunder by making unapproved gifts or other transfers or by not maintaining Medicare Part A, Medicare Part B and adequate supplemental insurance coverage. If financial assistance is not available, we may cancel your residency at the Village.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions.

**10.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (either of you) live except to the extent you are required to relocate to Champions Assisted Living or the Davis Health Care Center (or alternate facilities which we own or with which we may contract to provide care) in accordance with the provisions of Sections 3 and 4, or unless this Agreement is canceled by you or by us pursuant to Section 8 or 9. If there are two of you, then upon the death or permanent assignment of one of you to Champions Assisted Living or to the Davis Health Care Center, or upon some other inability of one of you to occupy the Residence, the other may continue to occupy the Residence under the terms of this Agreement.

**10.3 Occupants of the Residence.** Except as hereinafter provided, no person

other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we sign this Agreement, said second person's acceptance will be based on our then-current residency policy. If accepted, an Entrance Fee as determined by us will be paid upon admission, and each month the then-current Monthly Fee for second persons will be paid. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days (except with our express written approval), and you have the right to cancel this Agreement as provided in Paragraph 8.2.

**10.4 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporary vacation of your Residence, we will provide alternate facilities for you without additional cost within or outside the Village. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within the Village, to Champions Assisted Living, or to the Davis Health Care Center for the protection of your health or safety or for the health or safety of the other residents of the Village.

**10.5 Furnishings.** Furnishings within the Residence will not be provided by us except as stated in Section 1. Furnishings provided by you (or either of you, if there are two of you) shall not be such as to interfere with your health or safety or the health or safety of other residents or others.

**10.6 Removal and Storage of Personal Property.** If you do not remove your personal property from the Residence and from any storage unit within thirty (30) days of: (i) your death (if there are two of you, the death of the surviving resident); (ii) permanent assignment to Champions Assisted Living or to the Davis Health Care Center; or (iii) cancellation of this Agreement as provided in Section 8 or 9, then we may remove and store such property at the expense and risk of you (or your estate) for a Monthly Fee. As an alternative and at our discretion, we may retain your property in the Residence or in any storage unit at the expense and risk of you (or your estate) for a Monthly Fee.

**10.7 Alterations to the Residence.** You may not undertake any alterations to your Residence without our prior written approval. Upon move out, we will, in our sole discretion, remove any alterations and restore the Residence to its original condition, normal wear and tear excepted. You agree to reimburse us for such charges. If you do not pay for such charges, then we will offset such charges against your Entrance Fee refund.

**10.8 Refurbishment of the Residence.** Customary and normal refurbishment charges of your Residence will be borne by us. Any necessary refurbishment charges beyond those which are customary and normal will be paid by you.

**10.9 Guests.** No one other than you shall have a right of occupancy in the Residence without the consent of the Executive Director, unless otherwise permitted pursuant to guest policies established by us. The intent of the policies shall be to permit stays of short duration by your guests, where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of the Village or be inconsistent with the welfare of other residents.

## **11. REPRESENTATIONS.**

**11.1 Your Representations.** You represent and warrant to us the following:

**11.1.1** You are capable of living in a Residence as defined in our current residency policy; and

**11.2.2** You have assets and income which are sufficient under foreseeable circumstances, and after provisions for payment of your obligations under this Agreement, to meet ordinary and customary living expenses after you move into the Village (this is a requirement of entrance, unless waived by us in writing and after full disclosure by you of the circumstances); and

**11.2.3** All facts stated by you in your application for residency are true and complete. You agree to maintain, after occupancy, any long term care insurance listed on your application for residency; and

**11.2.4** You have not made any gift of your property in contemplation of signing this Agreement; and

**11.2.5** You will be at least 62 years of age or will reside with a resident of the Village who is 62 years of age or older when you first move into the Village.

**11.2 Our Representations.** We represent and warrant to you that we are a not-for-profit corporation, and that we are not affiliated with any religious or charitable organizations.

**12. PROMISES.**

**12.1 Our Promises.** We promise the following:

**12.1.1** It is and shall be our declared policy to operate as a not-for-profit organization; and

**12.1.2** We shall not cancel this Agreement without just cause as specified in Paragraph 9.1; and

**12.1.3** We shall not cancel this Agreement solely because of your financial inability to pay as specified in Paragraph 9.4; and

**12.1.4** We will abide by all other terms of this Agreement.

**12.2 Your Promises.** You promise to do the following:

**12.2.1** To comply with all of our published operating procedures and policies now existing or hereafter amended; and

**12.2.2** To pay the Entrance Fee, Monthly Fee, Assisted Living Per Diem Charge, Health Care Center Per Diem Charge, and any extra charges provided for by this Agreement; and

**12.2.3** To provide, by will or otherwise, within sixty (60) days after occupancy of the Village, for the disposition of all your furniture, possessions, and property located in the Village; and

**12.2.4** To make funeral and burial arrangements at your expense; and

**12.2.5** To not voluntarily take any action which could impair your ability to meet your financial obligations to us under this Agreement without our consent; and

**12.2.6** To abide by all other terms of this Agreement.

**13. ARBITRATION.**

**13.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**13.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any other kind (except for those disputes, claims or controversies arising under Paragraph 13.1 above) between you and us arising out of, in connection with, or relating to this Residency Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New Hanover County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by

you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Village, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**13.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving us written notice of your withdrawal.

**13.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

## **14. MISCELLANEOUS LEGAL PROVISIONS.**

**14.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights under it (including the use of the Residence) may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees or representatives, except as to the Entrance Fee refund described in Section 6; (ii) this Agreement and your contractual right to occupy the Village shall exist and continue to exist during your lifetime unless canceled pursuant to Section 8 or 9; (iii) this Agreement grants you the right to occupy and use space in the Village, but does not give you exclusive possession of the Residence against us, and you will not be entitled to any

rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Village.

**14.2 Sale or Transfers.** We may sell or transfer our interest in the Village provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Village and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. If financially beneficial to us, the Village or land upon which it is located may be sold and leased back or assigned and leased back, but no such transaction will in any way alter our contractual obligations to you. Your signature hereto constitutes your consent and approval of any such future transaction.

**14.3 Release.** We are not responsible for loss of or damage to your personal property (unless such loss or damage is caused by our negligence or the negligence of our agents or employees), and you hereby release us from such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

**14.4 Indemnity.** We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages and expenses, including attorney's fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to or in any way connected with your negligent or intentional acts or omissions or that of your guests.



**14.5 Reimbursement of Loss or Damage.** You or your representative, if applicable, agree to reimburse us for any loss or damage to the Village caused by your intentional careless, or negligent acts or omissions or that of your guests.

**14.6 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding any tax considerations that may be associated with this Agreement.

**14.7 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages and other documents creating liens encumbering the Village, which have been or will be signed by us. Upon request, you agree to sign, acknowledge, and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

**14.8 Entire Agreement.** This Agreement and any amendments, addenda or exhibits hereto contain our entire understanding with respect to your residency.

**14.9 Amendments.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement will be valid unless in writing and signed by you and us.

**14.10 Modification Due to Law or Regulation Changes.** This Agreement may be modified by us at any time in order to comply with changes in applicable laws and regulations.

**14.11 Governing Law.** This Agreement will be governed, interpreted, and construed according to the laws and regulations of the State of North Carolina.

**14.12 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**14.13 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**14.14 Residents.** When there are two of you, the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires.

**14.15 Capacity.** This Agreement has been signed by our duly authorized agent, and no officer, director, agent or employee shall have any personal liability to you under this Agreement under any circumstance. This Agreement will become effective upon our acceptance and execution.

**14.16 Reimbursement of Charges.** You agree to reimburse us for any charges we incur to collect any unpaid amounts you owe to us under this Agreement.

**14.17 Responsible Party.** You agree to execute and deliver to us within sixty (60) days after assuming residency in your Residence a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us, and you agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a

person(s) employed by us or any other entity engaged in the management of the Village.

[Signature page follows]

**14.18 Private Employee of Resident.** If you need additional services, you can obtain these needed services from the Village's licensed Home Care Agency or from a private employee, an independent contractor, or through a different agency ("Personal Service Provider"). If you do not utilize the Village's Home Care Agency, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. If you obtain services from a private employee, independent contractor, or a different agency, then you must comply with our policy regarding Personal Service Providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our Personal Service Provider Policy. If you fail to follow or enforce the policies and rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**14.19 Notice.** Any notice required to be given to us under this Agreement will be in writing and mailed or delivered to the Executive Director at the Village. Any notice required to be given to you will be delivered to you at your Residence or at some other address upon your notice to us.

**14.20 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Paragraph 14.4, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Village, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**14.21 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Witness

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PLANTATION VILLAGE, INC.**

By: \_\_\_\_\_  
Authorized Representative

Residence Type \_\_\_\_\_

Residence Number \_\_\_\_\_

Entrance Fee \$\_\_\_\_\_

Exhibit A: Options and Custom Features



50% Return of Captial Residency Agreement (2020-04-07) .docx

Exhibit A

<u>Options and Custom Features Added at Resident's Request:</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b><u>Total</u></b>	<b><u>\$ _____</u></b>

Initials \_\_\_\_\_  
Community

Resident(s) \_\_\_\_\_

Resident(s) \_\_\_\_\_

## **Exhibit D**

# **Traditional Residency Agreement**



# PLANTATION VILLAGE

---

*Keep on loving life*

**1200 Porters Neck Road  
Wilmington, North Carolina 28411  
(910) 686-7181**

**Marketing Office: 800-334-0240 (inside NC)  
800-334-0035 (outside NC)**

**Residency Agreement  
(Traditional)**

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EXHIBIT A: Options and Custom Features

## GLOSSARY

The following terms are described as used in the accompanying Residency Agreement. Reference to the Residency Agreement and the context in which the terms are used is recommended to provide a fuller understanding of each of the terms:

**"Agreement"** means the Residency Agreement, entered into between the Resident and Plantation Village, Inc., which outlines the contractual obligations of both parties.

**"Champions Assisted Living"** means the licensed assisted living facility at The Davis Community located adjacent to the Village, which we have entered into an agreement with to provide assisted living care to our residents in accordance with Section 3 of this Agreement.

**"Davis Health Care Center"** means the licensed skilled nursing facility at The Davis Community located adjacent to the Village, which we have entered into an agreement with to provide skilled nursing care to our residents in accordance with Section 4 of this Agreement.

**"Entrance Fee"** means payment that assures a resident a place at the Village for life as long as the resident complies with the terms of this Agreement. At the time the resident makes application for residency at the Village, the resident will sign a Residency Agreement to reserve the Residence selected and will pay an Entrance Fee deposit to the Village. The balance of the Entrance Fee will be paid upon the earlier of (i) occupancy or (ii) 120 days after the Residency Agreement is executed by you. Specific information is located in Section 5 of this Agreement.

**"Extra Charges"** means the extra charges payable in consideration for the additional services and amenities requested by you, as set forth in Section 2 of this Agreement.

**"Residence"** means the apartment, duplex or villa at the Village identified in the

introductory paragraph of the Agreement, in which the Resident has the right to live pursuant to this Agreement in exchange for paying the Entrance Fee, Second Person Entrance Fee (if applicable), and the Monthly Fees.

**"Monthly Fee"** means that monthly fee payable in consideration for the services and amenities provided to the residents of the Village, as set forth in Section 7 of this Agreement. The Monthly Fee includes a second person fee if there are two of you.

**"Occupancy"** means the earlier of the date you move into the Village or pay the balance of the Entrance Fee to pursuant to Paragraph 5.2 of this Agreement.

**"Plantation Village, Inc." or "we" or "our" or "us"** means the owner of the Residences, common areas, and site amenities associated with these areas. Plantation Village, Inc. is a North Carolina non-profit corporation.

**"Resident" or "you"** means the Resident(s) who sign this Agreement. Sometimes a second resident (if there are two of you) is referred to in this Agreement as the "second person." Unless otherwise indicated, "you" refers to both of you if there are two of you.

**"Second Person Entrance Fee"** means the fee paid to us for a second person's entrance into the Village pursuant to Paragraph 5.3 of this Agreement.

**"The Davis Community"** includes Champions Assisted Living and the Davis Health Care Center, wherein Residents are provided with assisted living and nursing

care as outlined in the Agreement. The Davis Community and Plantation Village are not affiliated entities.

**The "Village"** means the continuing care senior living community known as "Plantation Village," including the apartments, duplexes, villas, cottages, common areas, and site amenities.



**PLANTATION  
VILLAGE**  
*Keep on loving life*  
**Residency Agreement  
Traditional**

## **INTRODUCTION**

This Traditional Residency Agreement ("Agreement") is entered into by Plantation Village, Inc. ("we," "us," or "our") and \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident"). Plantation Village Retirement Community is a continuing care senior living community located at 1200 Porters Neck Road; Wilmington, NC 28411 (hereafter the "Village").

We will provide residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the Residence described as follows:

Residence Number: \_\_\_\_\_  
Residence Style: \_\_\_\_\_

You may have the option of selecting certain options and custom features in the Residence at an additional charge, which shall not be subject to any refund provision herein. Any such options and custom features selected and paid for by you will become our property. Such options and custom features must be approved by the Executive Director of the Village prior to adding them to the Residence. The Executive Director of the Village has consented to your request to add the options and custom features set forth in Exhibit A attached to this Agreement. You agree to pay the amount(s) set forth in Exhibit A to cover the costs for such items.

As a Resident of the Village, you are offered lifetime use of your Residence and lifetime access to Champions Assisted Living or the Davis Health Care Center (or in alternate facilities which we own or with which we may contract to provide these services). Champions Assisted Living and the Davis Health Care Center are located adjacent to the Village as a part of The Davis Community. The Village is also licensed as a Home Care Agency with the State of North Carolina. As a Home Care Agency, the Village can provide assistance with the activities of daily living to residents in their individual Residences (with or without extra charge).

To be accepted for residency, you must meet our admissions criteria, which includes: having reached the age of 62 (or sharing your Residence with another person who is 62 or older); financial guidelines; and the ability to live in a Residence – all as outlined in our current residency policy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of the Village and to delineate the services to be provided at the Village.

**1. SERVICES AND AMENITIES PROVIDED TO RESIDENTS.** We will furnish at the Village, so long as you reside in a Residence, the following services and amenities which are included in the Monthly Fee:

**1.1** One full meal per day in the dining room;

**1.2** Delivery service of lunch or dinner to your Residence;

**1.3** Utilities, including air conditioning, heating, electricity, water, sewer, and trash disposal;

**1.4** Cable television;

**1.5** Internet access;

**1.6** Local and long distance telephone service (with some limitations);

**1.7** Storage;

**1.8** Building and grounds maintenance;

**1.9** Regular housekeeping service;

**1.10** Regular flat laundry service;

**1.11** Availability of laundry facilities so that you can wash and dry personal laundry;

**1.12** Planned activities -- social, educational, cultural, spiritual, and recreational -- for those who wish to participate;

**1.13** Surface parking for you and your guests;

**1.14** Complete kitchen, including refrigerator, range with oven, over-the-range microwave, garbage disposal, and dishwasher (except in one-bedroom convertible units);

**1.15** Local transportation scheduled by us (and as posted);

**1.16** Emergency call system in each Residence bathroom and bedroom;

**1.17** Emergency telephone calls to the Medical Director by designated personnel;

**1.18** Smoke detectors in each Residence;

**1.19** 24-hour security personnel;

**1.20** Use of the Village's common area amenities during scheduled hours;

**1.21** Access to the Resident Care Center, which is available to respond to resident's emergency calls and to provide temporary nursing and outpatient services. Some routine outpatient services are included as part of the Monthly Fee; and

**1.22** Home care services for a limited period of time in our sole discretion.

**2. ADDITIONAL SERVICES AND AMENITIES PROVIDED FOR AN EXTRA CHARGE.** At your request, we will also make available at the Village at the then-prevailing rates of extra charge:

**2.1** Additional meals over those provided in consideration for the Monthly Fee;

**2.2** Alcoholic beverages;

**2.3** Use of the private dining room, preparation of special meals for you and your guests, and use of Village wait staff for any of your special occasion events;

**2.4** Carports, when available;

**2.5** Guest accommodations;

**2.6** Guest meals;

**2.7** Beauty/barber shop services;

**2.8** Personal laundry service (non-dry clean items);

**2.9** Additional housekeeping services;

**2.10** Special events transportation;

**2.11** Certain other services, such as medicine, drugs, prescribed therapy, nursing supplies, and other medical and miscellaneous supplies and services associated with medical treatment;

**2.12** Other optional services related or unrelated to care in Champions Assisted Living or the Health Care Center as approved by us;

**2.13** Additional outpatient services and special services (injections, medication management, etc.) are available in the Resident Care Center for an extra charge; and

**2.14** Extended home care services based on the Resident's needs at the time such services are required in consultation with the Executive Director or his/her designee.

**3. ASSISTED LIVING.** If, in the opinion of the Executive Director and our Medical Director, after consultation with your attending physician, your family or your responsible party, the administrator of Champions Assisted Living or his or her designee, and you to the extent feasible, it is determined that you need assisted living care, you will be provided with such care at Champions Assisted Living or at an alternate assisted living facility which we own or with which we may contract to provide assisted living, based on the following terms:

**3.1 Assisted Living Accommodations.** Your assisted living accommodations will be in a private one-bedroom suite or special care suite, depending on the level of care needed by you. If you wish to occupy a larger suite, you agree to pay the difference in the charges between the larger suite and the suites listed above.

**3.2 Temporary or Permanent Assignment to Assisted Living.** Typically, a resident is considered temporarily assigned during the first thirty (30) consecutive days of care. However, a resident may be considered permanently assigned during that time if it is determined by our Medical Director that the resident requires long-term assisted living care. A resident will be considered permanently assigned to assisted living if he/she requires more than thirty (30) consecutive days of assisted living.

**3.3 Thirty (30) Calendar Days of Temporary Assisted Living Care.** We will cover the charges for assisted living care at Champions (or the alternate assisted living facility) for up to thirty (30) calendar days for each Resident each fiscal year during a

temporary stay. If there are two Residents, the allowance may be combined and used by only one Resident. During such time, you will continue to pay the Monthly Fee (first and second person, as applicable) for your Residence. In addition, you will pay for the cost of two (2) assisted living meals per day not covered by the Monthly Fee at the then-current charge for assisted living meals and the charges for any additional services and supplies as described in Paragraph 3.8 below. If you do not use the thirty (30) calendar days of care each fiscal year, any unused days will not be carried over to the next year. Once you are permanently assigned to assisted living, you no longer qualify for the thirty (30) days.

**3.4 More Than Thirty (30) Calendar Days of Temporary Assisted Living Care.** If you use more than thirty (30) calendar days of temporary assisted living care, you will be responsible for paying the full daily rate charged by Champions (or the alternate assisted living facility), as well as the Monthly Fee (first and second person, as applicable) for your Residence and the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.5 Permanent Assignment to Assisted Living When There is One of You.** When permanently assigned to assisted living, you will be required to vacate and release your Residence within thirty (30) days of notice to you of permanent assignment. You will pay each month the Assisted Living Per Diem Charge as defined in Paragraph 3.7. Your Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.6 Permanent Assignment to Assisted Living When There are Two of You.** When there are two of you, and one of you is permanently assigned to assisted

living, the other of you may continue to occupy the Residence under the terms of this Agreement and pay the first person Monthly Fee. The Resident permanently assigned to assisted living will pay the Assisted Living Per Diem Charge as described in Paragraph 3.7 below, plus the charges for any additional services and supplies as described in Paragraph 3.8. In the event the Resident in the Residence dies, the Resident in assisted living will pay the Assisted Living Per Diem Charge as described in Paragraph 3.7 below, as well as the first person Monthly Fee for the Residence until the removal of the personal property from the Residence and from any storage unit, which must be accomplished within thirty (30) days from the date of death.

In the event both of you are permanently assigned to assisted living, you will be required to vacate and release your Residence within thirty (30) days of notice to you of the last Resident's permanent assignment. Each of you will pay the Assisted Living Per Diem Charge as defined in Paragraph 3.7 below. The first person Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 3.8 below.

**3.7 Assisted Living Per Diem Charge.** The Assisted Living Per Diem Charge, as used within this Agreement, is a percentage of the daily rate then being charged by Champions Assisted Living to nonresidents for like accommodations. The percentage is seventy-five percent (75%). Upon sixty (60) days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in percentage is required by local, State, or Federal laws and regulations).

**3.8 Additional Services and Supplies.** Certain additional services and supplies will be provided in Champions Assisted Living, including but not limited to: personal transportation, personal laundry service, therapy services, nursing care, pharmaceutical supplies, guest accommodations, beauty and barber services, telephone, and personal care supplies. These additional services and supplies will be available at the then-prevailing rates of extra charge. Any extra charges for additional services and supplies will be paid for by you in accordance with Paragraph 7.1 of this Agreement. If we incur or advance charges for your care or treatment or for any additional services and supplies, you will promptly reimburse us for such charges.

**3.9 Alternate Accommodations.** If Champions Assisted Living is fully occupied, you will be provided and agree to relocate to another assisted living facility. Such assisted living accommodations shall be in a private suite, unless a semi-private suite is requested. Upon your relocation, you shall continue to be responsible for the applicable charges set forth in Section 3. To the extent we would be liable for your care and accommodations in Champions Assisted Living under this Agreement, we will be responsible for the charges associated with the alternate assisted living accommodations. You agree to relocate to Champions Assisted Living when a suite becomes available.

**3.10 Return to Residence.** If you have released your Residence because you have moved to assisted living, and if it is later determined by the Executive Director and our Medical Director, in consultation with your attending physician, that you are able to return to the Village, we will provide you with a Residence at the Village of the same or similar type as the one you released as soon as one becomes available. Upon reoccupying such Residence, your Monthly

Fee will be based on the then-current Monthly Fee for the new Residence.

**3.11 Under Age 62.** If you are under the age of 62 and require assisted living care, you will not qualify for the thirty (30) calendar days of temporary assisted living care as outlined in Paragraph 3.3. You will be charged the full daily rates then being charged to nonresidents by Champions Assisted Living or the alternate assisted living facility, until you attain the age of 62.

**3.12 Refund of Entrance Fee.** If you (or both of you, if there are two of you) are permanently assigned to Champions Assisted Living or to an alternate assisted living facility, this does not qualify you for an immediate refund of the Entrance Fee. Your Entrance Fee refund will be paid in accordance with Paragraph 6.5 hereof.

**3.13 Care Outside the Village.** If you choose to receive assisted living care at a facility not designated by the Village, we shall not be responsible for the assisted living charges incurred by you, and your Monthly Fee under this Agreement will not be reduced.

**3.14 Assisted Living Admission Agreement.** If you require assisted living care at Champions Assisted Living or at an alternate assisted living facility which we own or with which we may contract to provide assisted living, you agree to sign a separate Assisted Living Admission Agreement with those facilities as required by State law and regulations.

**4. HEALTH CARE CENTER.** If, in the opinion of the Executive Director and our Medical Director after consultation with your attending physician, your family or your responsible party, and you to the extent feasible, it is determined that you need nursing care, you will be provided with such care at the Davis Health Care Center (or at an alternate health care facility which we own or



with which we may contract to provide nursing care), based on the following terms:

**4.1 Health Care Center Accommodations.** Your health care center accommodations will be in a semi-private room unless a private room is medically necessary. If not medically necessary, you may still choose to occupy a private room if one is available - as long as you agree to pay the difference between the charges for private and semi-private accommodations.

**4.2 Temporary or Permanent Assignment to the Health Care Center.** Typically, a resident is considered temporarily assigned during the first ninety (90) consecutive days of care. However, a resident may be considered permanently assigned during that time if it is determined by our Medical Director that long-term care is needed. A resident will be considered permanently assigned to the Davis Health Care Center (or the alternate health care facility) if he/she requires more than ninety (90) consecutive days of nursing care.

**4.3 Thirty (30) Calendar Days of Temporary Nursing Care.** We will cover the charges for nursing care at the Davis Health Care Center (or the alternate health care facility) for up to thirty (30) calendar days for each Resident each fiscal year during a temporary stay. If there are two Residents, the allowance may be combined and used by only one Resident. During such time, you will continue to pay the Monthly Fee (first and second person, as applicable) for your Residence. In addition, you will pay for the cost of two (2) health center meals per day not covered by the Monthly Fee at the then-current charge for health center meals and the charges for any additional services and supplies as described in Paragraph 4.8 below. If you do not use the thirty (30) calendar days of care each fiscal year, any unused days will not be carried over to the next year. Once you are permanently assigned to the Davis Health

Care Center (or the alternate health care facility), you no longer qualify for the thirty (30) days.

**4.4 More Than Thirty (30) Calendar Days of Temporary Nursing Care.** If you use more than thirty (30) calendar days of temporary nursing care, you will be responsible for paying the full daily rate charged by the Davis Health Care Center (or the alternate health care facility), as well as the Monthly Fee (first and second person, as applicable) for your Residence and the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.5 Permanent Assignment to the Health Care Center When There is One of You.** When permanently assigned to the Davis Health Care Center (or the alternate health care facility), you will be required to vacate and release your Residence within thirty (30) days of notice to you of permanent assignment. You will pay each month the Health Care Center Per Diem Charge as defined in Paragraph 4.7. Your Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.6 Permanent Assignment to the Health Care Center When There are Two of You.** When there are two of you and one of you is permanently assigned to the Davis Health Care Center (or the alternate health care facility), the other of you may continue to occupy the Residence under the terms of this Agreement and pay the first person Monthly Fee. The Resident permanently assigned will pay the Health Care Center Per Diem Charge as described in Paragraph 4.7 below, plus the charges for any additional services and supplies as described in Paragraph 4.8. In the event the Resident in the Residence dies, the Resident in the Davis Health Care Center (or the alternate health

care facility) will pay the Health Care Center Per Diem Charge as described in Paragraph 4.7 below, as well as the first person Monthly Fee for the Residence until removal of the personal property from the Residence and from any storage unit, which must be accomplished within thirty (30) days from the date of death.

In the event both of you are permanently assigned to the Davis Health Care Center (or the alternate health care facility), you will be required to vacate and release your Residence within thirty (30) days of notice to you of the last Resident's permanent assignment. Each of you will pay the Health Care Center Per Diem Charge as defined in Paragraph 4.7 below. Your first person Monthly Fee will continue until removal of your personal property from the Residence and from any storage unit. In addition, you will pay the charges for any additional services and supplies as described in Paragraph 4.8 below.

**4.7 Health Care Center Per Diem Charge.** The Health Care Center Per Diem Charge, as used within this Agreement, is a percentage of the daily rate then being charged by the Davis Health Care Center to nonresidents for like accommodations. The percentage is seventy-five percent (75%). Upon sixty (60) days' written notice, we may change the percentage if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village (or without notice if such change in percentage is required by local, State, or Federal laws and regulations).

**4.8 Additional Services and Supplies.** Certain additional services and supplies will be provided in the Davis Health Care Center, including but not limited to: medical treatment by our Medical Director or your attending physician, medicine, drugs, prescribed therapy, nursing supplies, personal laundry, and other medical and

miscellaneous supplies and services associated with medical treatment. These additional services and supplies will be available at the then-prevailing rates of extra charge. Any extra charges for additional services and supplies will be paid for by you in accordance with Paragraph 7.1 of this Agreement. If we incur or advance charges for your medical treatment or for any additional services and supplies associated with medical treatment (even though this medical treatment is given at the direction of your attending physician or the Medical Director without your prior approval), you will promptly reimburse us for such charges.

**4.9 Medical Director and Attending Physician.** We have designated a member in good standing of the New Hanover County Medical Society to act as our Medical Director and who will be on emergency call. You are required to have an attending physician upon admission to the Davis Health Care Center (or the alternate health care facility) at your own expense.

**4.10 Medicare and Insurance Obligations.** You agree to maintain Medicare Part A, Medicare Part B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to us to assure your ability to fully cover a Medicare-qualified stay in the Davis Health Care Center (or the alternate health care facility). Such supplemental insurance should cover Medicare co-insurance and deductibles. You will furnish to us such evidence of coverage as we may from time to time request. Should your supplemental health insurance or equivalent coverage not fully cover a Medicare-qualified stay, or should you fail to purchase supplemental health insurance or equivalent coverage to fully cover a Medicare-qualified stay, you shall be financially responsible for paying deductibles, co-insurance amounts, and any other costs for each Medicare-qualified stay in the Davis Health Care Center (or the

alternate health care facility). If failure to maintain Medicare Part A, Medicare Part B, or supplemental health insurance causes depletion of your resources and impairs your ability to meet your financial obligations, we need not defer your financial obligations to us as outlined in Paragraph 9.4 hereof, and we retain the right to cancel this Agreement as provided in Section 9.

**4.11 Alternate Accommodations.**

If the Davis Health Care Center is fully occupied, you will be provided and agree to relocate to another health care facility. Such health care accommodations shall be in a semi-private room, unless a private room is medically necessary. Upon your relocation, you shall continue to be responsible for the applicable charges set forth in Section 4 herein. To the extent we would be liable for your care and accommodations in the Davis Health Care Center under this Agreement, we will be responsible for the charges associated with the alternate health care accommodations. You agree to relocate to the Davis Health Care Center when a bed becomes available.

**4.12 Return to Residence.** If you have released your Residence because you have moved to the Davis Health Care Center (or the alternate health care facility) and if it is later determined by the Executive Director and our Medical Director, in consultation with your attending physician, that you are able to return to the Village, we will provide you with a Residence at the Village of the same or similar type as the one you released as soon as one becomes available. Upon reoccupying such Residence, your Monthly Fee will be based on the then-current Monthly Fee for the new Residence.

**4.13 Under Age 62.** If you are under the age of 62 and require nursing care, you will not qualify for the thirty (30) calendar days of temporary nursing care as outlined in Paragraph 4.3. You will be

charged the rates then being charged to nonresidents by the Davis Health Care Center (or the alternate health care facility), until you attain the age of 62.

**4.14 Refund of Entrance Fee.** If you (or both of you, if there are two of you) are permanently assigned to the Davis Health Care Center (or the alternate health care facility), this does not qualify you for immediate refund of the Entrance Fee. Your Entrance Fee refund will be paid in accordance with Paragraph 6.5 hereof.

**4.15 Care Outside the Village.** If you choose to receive care at a health care facility not designated by the Village, we shall not be responsible for the health care charges incurred by you, and your Monthly Fee under this Agreement will not be reduced.

**4.16 Health Care Center Admission Agreement.** If you require care in the Davis Health Care Center (or at an alternate health care facility which we own or with which we may contract to provide nursing care), you agree to sign a separate Health Care Center Admission Agreement with those facilities as required by Federal and State laws and regulations.

**5. ENTRANCE FEE.** Your Entrance Fee is \$\_\_\_\_\_, which will be paid as outlined below.

**5.1 Entrance Fee Deposit.** To reserve your Residence, you will pay a deposit equal to ten percent (10%) of the Entrance Fee (\$\_\_\_\_\_) at the time you sign this Agreement. The Entrance Fee deposit shall be held in escrow pursuant to applicable statutory provisions and the terms of the escrow agreement established for the Village. In no event shall your Entrance Fee deposit be released from escrow prior to the expiration of your right of rescission period.

A copy of the escrow agreement is available upon request.

### **5.2 Balance of Entrance Fee.**

The remaining balance of the Entrance Fee equal to ninety percent (90%) (\$\_\_\_\_\_) of the Entrance Fee will be paid on or before one hundred and twenty days (120) following the date of your execution of this Agreement or upon the date of your occupancy, whichever occurs first.

**5.3 Second Person Entrance Fee.** If there are two of you under this Agreement, you will pay a Second Person Entrance Fee equal to \$\_\_\_\_\_. Said fee will be paid to us at the same time you pay the balance of the Entrance Fee described in Paragraph 5.2 above. The Second Person Entrance Fee is nonrefundable after it is paid.

## **6. REIMBURSEMENT OF ENTRANCE FEE.**

**6.1 Nonacceptance.** Except as waived by us after full disclosure, we require that you be at least 62 years of age or residing in the same Residence with a resident who is 62 or older; be capable of living in a Residence as defined in our current residency policy; and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations hereunder to meet ordinary and customary living expenses after assuming occupancy. If we do not accept you for residency, this Agreement will automatically cancel. In such event, the portion of the Entrance Fee paid to that date will be refunded to you, without interest, within thirty (30) days following such cancellation.

**6.2 Right of Rescission Period.** You may rescind this Agreement by providing us with written notice within thirty (30) days following the later of your execution of this Agreement or receipt by you of a Disclosure Statement. In such event, the

portion of the Entrance Fee paid to that date will be refunded to you, without interest, within thirty (30) days following the date of our receipt of your notice of rescission. In the event you occupy the Residence during the rescission period, any money or property transferred to us will be refunded in full, without interest, within sixty (60) days following the date of our receipt of your notice of rescission, except we will retain those periodic charges (including Monthly Fees) set forth in this Agreement which are applicable to the period of time you actually occupied the Residence. We cannot require you to move into the Village prior to the expiration of your right of rescission period.

**6.3 Change in Condition Prior to Occupancy.** If, prior to occupancy, you (or either of you, if there are two of you) die or become unable to occupy your Residence because of illness, injury, or incapacity, this Agreement will automatically cancel upon our receipt of notice of your death, illness, injury or incapacity. If you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition prior to occupancy, then this Agreement will cancel upon written notice from you. We will return to you (or to your estate or legal representative) that portion of the Entrance Fee you have paid to that date, without interest, less any costs incurred by us at your request and set forth in Exhibit A or in writing in a separate addendum. Said refund will be made within sixty (60) days following (i) the date of automatic cancellation of this Agreement; or (ii) the date of our receipt of your notice of cancellation.

**6.4 Cancellation Prior to Occupancy for Reasons Other Than Set Forth in Paragraph 6.2 or 6.3 Above.** If, prior to occupancy, you provide us with written notice of cancellation of this Agreement for reasons other than those listed in Paragraph 6.2 or 6.3 above, we will retain a non-refundable fee equal to Two Thousand Five

Hundred Dollars (\$2,500) from the Entrance Fee you have paid to that date and any interest earned thereon, and less any costs incurred by us at your request, and set forth in Exhibit A or in writing in a separate addendum. We will return the remaining Entrance Fee within sixty (60) days following the date of our receipt of your notice of cancellation.

**6.5 Cancellation After Occupancy.** After occupancy should you or we cancel this Agreement pursuant to Section 8 or 9, or in the event of the your death or the death of the surviving Resident if there are two of you, you or your estate will be reimbursed the amount of the Entrance Fee previously paid by you, less two percent (2%) for each month of occupancy or portion thereof, for up to fifty (50) months. After fifty (50) months of occupancy, no refund of the Entrance Fee will be made. Such refund amount, if any, will be paid, without interest, within thirty (30) days following the date your Residence is reoccupied by a new resident and our receipt from the new resident of the total entrance fee. The Second Person Entrance Fee is nonrefundable.

**6.6 Offset Against Entrance Fee Refund.** In the event of cancellation of this Agreement as described in Paragraph 6.5 above, we will offset against any Entrance Fee refund due to you or your estate the following:

**6.6.1** The amount of any unreimbursed assisted living or health care expenses (except the cost of services described in Section 1 of this Agreement) incurred by us for your care during the time you live at the Village, Champions Assisted Living, or the Davis Health Care Center; and

**6.6.2** Any sums owed by you to us, including unpaid Monthly Fees, pro-rated Monthly Fees for the

period of time the Residence was occupied after cancellation of this Agreement, any extra charges, and other sums currently due; and

**6.6.3** The amount of any Monthly Fees and other sums deferred by us on your behalf under Paragraph 9.4; and

**6.6.4** All sums expended by us on your behalf to remove alterations and restore your Residence to its original condition as provided in Paragraph 10.7; and

**6.6.5** Any costs incurred by us as a result of options and custom features added to the Residence at your request as outlined in Exhibit A or in a separate addendum to this Agreement.

**7. MONTHLY FEE AND EXTRA CHARGES.** You will pay the following Monthly Fee which provides the services and amenities listed under Section 1 and provides for all other financial requirements of operating the Village. In addition, you will pay extra charges for the additional services and amenities requested by you under Section 2.

**7.1 Payment of Monthly Fee and Extra Charges.** You will pay a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within one hundred twenty (120) days of the date you executed this Agreement. Thereafter, your Monthly Fee will be payable each month in advance by the fifth (5th) business day of each month during the term of this Agreement. Any extra charges for additional services requested by you will be paid by the fifth (5th) business day of each month for the additional services obtained during the preceding month. Currently, the Monthly Fee is \$ \_\_\_\_\_ for one person and an additional

\$\_\_\_\_\_ for the second person. In the event there are two of you who occupy the Residence and one of you dies, the second person Monthly Fee will cease, and the remaining person will continue to pay the first person Monthly Fee. The Monthly Fee for your Residence will cancel upon the surviving Resident's death and following death, the removal of all household furnishings and personal effects, or as provided in Section 8 or 9.

**7.2 Late Payment Charge.** If the Monthly Fee and extra charges are not paid by the end of the month, we will charge a one percent (1%) interest penalty a month on the unpaid balance of the Monthly Fee and any extra charges.

**7.3 Changes in Monthly Fee.** We may change the amount of the Monthly Fees upon sixty (60) days' written notice if, in our sole discretion, we deem it necessary to meet the financial needs of operating the Village or to provide the services to the residents (or without notice if such change in fee is required by local, State, or Federal laws or regulations).

**7.4 Reserve Funds.** The amount of the Monthly Fee is and will continue to be affected by our policy of maintaining reserve funds for the financial security of the Village.

**7.5 Adjustment in Monthly Fee Due to Assignment to Assisted Living or the Health Care Center.** If you are assigned to Champions Assisted Living or the Davis Health Care Center (or alternate facilities which we own or with which we may contract to provide care), your Monthly Fee will be adjusted and certain additional charges will become due as described in Sections 3 and 4 hereof.

**7.6 Reduction in Monthly Fee Due to Absence.** If you are absent from the Village for more than fourteen (14)

consecutive days, the Monthly Fee will be reduced by the raw food costs determined through the Village's budgeting process. You are required to provide advance notice to administration of your absence in order to qualify for the reduction in the Monthly Fee.

## **8. YOUR CANCELLATION RIGHTS.**

**8.1 Prior to Occupancy.** You may cancel this Agreement for any reason at any time before occupancy of the Village by giving us written notice signed by you (or both of you, if there are two of you). If you give such notice prior to your occupancy of the Village, the cancellation will be effective immediately upon our receipt of such notice. Refund of your Entrance Fee will be as described in Paragraph 6.2, 6.3, or 6.4 above.

**8.2 After Occupancy.** After you assume occupancy of the Village, you may cancel this Agreement at any time by giving us one hundred twenty (120) days' written notice signed by you (or both of you, if there are two of you). This Agreement will cancel at the expiration of the one hundred twenty (120) day notice period. You are required to pay the Monthly Fee until the later of (i) the expiration of such one hundred twenty (120) day period or (ii) removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

In the event of your death (if there are two of you, the death of the surviving resident), this Agreement will automatically cancel. Your estate will be responsible for paying the Monthly Fee until the later of (i) thirty (30) days after your death or (ii) removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Noncompliance.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

**9.1.2 Nonpayment.** You do not pay the Entrance Fee, the Monthly Fee, the Assisted Living Per Diem Charge, the Health Care Center Per Diem Charge, or any extra charges when required to do so by this Agreement; or

**9.1.3 Threat to Health or Safety.** Your health status or behavior constitutes a substantial threat to the health or safety of yourself, other residents, or others, including your refusal to consent to relocation, or would result in physical damage to the property of others or the Village; or

**9.1.4 Change in Condition.** There is a major change in your physical or mental condition, and your condition cannot be cared for in Champions Assisted Living or in the Davis Health Care Center within the limits of their licenses.

**9.2 Notice of Cancellation.** Before any cancellation of this Agreement by us, we will give you notice in writing of the reasons. You will have thirty (30) days after that notice to correct the problem. If we determine the problem is corrected within the thirty (30) days, this Agreement shall remain in effect. If we determine the problem is not corrected within such time, this Agreement

will be canceled, and you must leave the Village within thirty (30) days after we notify you of our determination. You are obligated to pay the Monthly Fee and any extra charges you incur until the later of (i) the expiration of the thirty (30) day cancellation period, or (ii) removal of your personal property from the Residence. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

**9.3 Emergency Cancellation.** Should your continued residency pose an imminent threat of serious harm to you or other residents, and the Medical Director determines that either the giving of notice or the waiting period described in Paragraph 9.2 above might be detrimental to you or other residents, then such notice and/or waiting period will not be required. Under such circumstances, we are expressly authorized to transfer you to an appropriate hospital or other care facility, and we will promptly notify your family or your representative and your attending physician. We are not responsible for any charges related to such transfer or relocation nor will our staff accompany you to the hospital or other facility.

After transfer, we will provide you with a notice of cancellation if you will be unable to return to the Village, Champions Assisted Living, or the Davis Health Care Center. Cancellation of this Agreement shall be deemed to have occurred when you are relocated. You are obligated to pay the Monthly Fee and any extra charges you incur until removal of your personal property from the Residence and from any storage unit. Refund of your Entrance Fee will be as described in Paragraph 6.5 above.

If there are two of you under this Agreement and one of you is transferred under the circumstances described in this Paragraph, the other Resident may continue to occupy the Residence, Champions

Assisted Living, or the Davis Health Care Center under the terms of this Agreement.

**9.4 Financial Difficulty** If, after you have paid the Entrance Fee and assumed occupancy at the Village, you encounter financial difficulties making it impossible for you to pay the Monthly Fee, the Assisted Living Per Diem Charge, the Health Care Center Per Diem Charge, and any extra charges, you may qualify for financial assistance in accordance with our then-current Resident Hardship Monthly Fee Discount Policy (the "Hardship Policy"). In accordance with the Hardship Policy, you may be permitted to remain at the Village for reduced fees based on your ability to pay. You must submit an application for assistance and be able to establish facts to justify deferment of these fees. Financial assistance is only available when deferment of such charges can, in our sole discretion, be granted without impairing our ability to operate the Village on a sound financial basis for the benefit of all the residents. Financial assistance will not be available to you if you have impaired your ability to meet your financial obligations hereunder by making unapproved gifts or other transfers or by not maintaining Medicare Part A, Medicare Part B and adequate supplemental insurance coverage. If financial assistance is not available, we may cancel your residency at the Village.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any business or profession, nor in any manner in violation of zoning restrictions.

**10.2 Duration of Your Right to Occupy the Residence.** You may reside in your Residence for as long as you (either of

you) live except to the extent you are required to relocate to Champions Assisted Living or the Davis Health Care Center (or alternate facilities which we own or with which we may contract to provide care) in accordance with the provisions of Sections 3 and 4, or unless this Agreement is canceled by you or by us pursuant to Section 8 or 9. If there are two of you, then upon the death or permanent assignment of one of you to Champions Assisted Living or to the Davis Health Care Center, or upon some other inability of one of you to occupy the Residence, the other may continue to occupy the Residence under the terms of this Agreement.

**10.3 Occupants of the Residence.** Except as hereinafter provided, no person other than you (or both of you, if there are two of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement after the date we sign this Agreement, said second person's acceptance will be based on our then-current residency policy. If accepted, an Entrance Fee as determined by us will be paid upon admission, and each month the then-current Monthly Fee for second persons will be paid. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than thirty (30) days (except with our express written approval), and you have the right to cancel this Agreement as provided in Paragraph 8.2.

**10.4 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or safety or the health or safety of other residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporary vacation of your Residence, we will provide alternate facilities for you without additional cost within or



outside the Village. Further, if relocation is recommended by the Medical Director or your attending physician, we will request that you relocate to another Residence within the Village, to Champions Assisted Living, or to the Davis Health Care Center for the protection of your health or safety or for the health or safety of the other residents of the Village.

**10.5 Furnishings.** Furnishings within the Residence will not be provided by us except as stated in Section 1. Furnishings provided by you (or either of you, if there are two of you) shall not be such as to interfere with your health or safety or the health or safety of other residents or others.

**10.6 Removal and Storage of Personal Property.** If you do not remove your personal property from the Residence and from any storage unit within thirty (30) days of: (i) your death (if there are two of you, the death of the surviving resident); (ii) permanent assignment to Champions Assisted Living or to the Davis Health Care Center; or (iii) cancellation of this Agreement as provided in Section 8 or 9, then we may remove and store such property at the expense and risk of you (or your estate) for a Monthly Fee. As an alternative and at our discretion, we may retain your property in the Residence or in any storage unit at the expense and risk of you (or your estate) for a Monthly Fee.

**10.7 Alterations to the Residence.** You may not undertake any alterations to your Residence without our prior written approval. Upon move out, we will, in our sole discretion, remove any alterations and restore the Residence to its original condition, normal wear and tear excepted. You agree to reimburse us for such charges. If you do not pay for such charges, then we will offset such charges against your Entrance Fee refund.

**10.8 Refurbishment of the Residence.** Customary and normal refurbishment charges of your Residence will be borne by us. Any necessary refurbishment charges beyond those which are customary and normal will be paid by you.

**10.9 Guests.** No one other than you shall have a right of occupancy in the Residence without the consent of the Executive Director, unless otherwise permitted pursuant to guest policies established by us. The intent of the policies shall be to permit stays of short duration by your guests, where such stays shall not, in the opinion of the Executive Director, adversely affect the operation of the Village or be inconsistent with the welfare of other residents.

## **11. REPRESENTATIONS.**

**11.1 Your Representations.** You represent and warrant to us the following:

**11.1.1** You are capable of living in a Residence as defined in our current residency policy; and

**11.2.2** You have assets and income which are sufficient under foreseeable circumstances, and after provisions for payment of your obligations under this Agreement, to meet ordinary and customary living expenses after you move into the Village (this is a requirement of entrance, unless waived by us in writing and after full disclosure by you of the circumstances); and

**11.2.3** All facts stated by you in your application for residency are true and complete. You agree to maintain, after occupancy, any long term care insurance listed on your application for residency; and

**11.2.4** You have not made any gift of your property in contemplation of signing this Agreement; and

**11.2.5** You will be at least 62 years of age or will reside with a resident of the Village who is 62 years of age or older when you first move into the Village.

**11.2 Our Representations.** We represent and warrant to you that we are a not-for-profit corporation, and that we are not affiliated with any religious or charitable organizations.

## **12. PROMISES.**

**12.1 Our Promises.** We promise the following:

**12.1.1** It is and shall be our declared policy to operate as a not-for-profit organization; and

**12.1.2** We shall not cancel this Agreement without just cause as specified in Paragraph 9.1; and

**12.1.3** We shall not cancel this Agreement solely because of your financial inability to pay as specified in Paragraph 9.4; and

**12.1.4** We will abide by all other terms of this Agreement.

**12.2 Your Promises.** You promise to do the following:

**12.2.1** To comply with all of our published operating procedures and policies now existing or hereafter amended; and

**12.2.2** To pay the Entrance Fee, Monthly Fee, Assisted Living

Per Diem Charge, Health Care Center Per Diem Charge, and any extra charges provided for by this Agreement; and

**12.2.3** To provide, by will or otherwise, within sixty (60) days after occupancy of the Village, for the disposition of all your furniture, possessions, and property located in the Village; and

**12.2.4** To make funeral and burial arrangements at your expense; and

**12.2.5** To not voluntarily take any action which could impair your ability to meet your financial obligations to us under this Agreement without our consent; and

**12.2.6** To abide by all other terms of this Agreement.

## **13. ARBITRATION.**

**13.1 Voluntary Arbitration of Negligent Health Care Claims.** For all claims for damages for personal injury or wrongful death based on alleged negligence in the provision of health care, the parties may voluntarily elect to submit to arbitration pursuant to the procedures set forth in Article 1H of Chapter 90 of the North Carolina General Statutes. N.C.G.S. §90-21.60(b) prohibits any contract from requiring prior agreement of the parties to arbitrate alleged negligent health care claims. If the parties agree to arbitrate such actions, said arbitration will be governed in accordance with N.C.G.S. §90-21.60, *et seq.*

**13.2 Arbitration for Other Claims.** You agree that any dispute, claim or controversy of any other kind (except for those disputes, claims or controversies arising under Paragraph 13.1 above) between

you and us arising out of, in connection with, or relating to this Residency Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in New Hanover County, North Carolina in accordance with the Federal Arbitration Act and the then-current commercial arbitration rules of the Federal Arbitration Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in State law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all residents of the Village, provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one resident, we may elect to join all affected residents into a single arbitration proceeding, and you hereby consent to such joinder.

**13.3 Withdrawal of Agreement to Arbitrate.** You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving us written notice of your withdrawal.

**13.4 Binding Effect of Arbitration.** This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

## **14. MISCELLANEOUS LEGAL PROVISIONS.**

**14.1 Nature of Rights.** You understand and agree that (i) this Agreement or your rights under it (including the use of the Residence) may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees or representatives, except as to the Entrance Fee refund described in Section 6; (ii) this Agreement and your contractual right to occupy the Village shall exist and continue to exist during your lifetime unless canceled pursuant to Section 8 or 9; (iii) this Agreement grants you the right to occupy and use space in the Village, but does not give you exclusive possession of the Residence against us, and you will not be entitled to any rights of specific performance but will be limited to such remedies as set forth herein and as provided by continuing care law; (iv) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (v) this Agreement grants to us complete decision-making authority regarding the management and operation of the Village.

**14.2 Sale or Transfers.** We may sell or transfer our interest in the Village provided the buyer will agree to assume this Agreement and all other existing Residency Agreements. Upon the assumption of this Agreement by a buyer of the Village and its agreement to perform this Agreement and all other agreements, we will have no further obligation hereunder. If financially beneficial to us, the Village or land upon which it is located may be sold and leased back or assigned and leased back, but no such transaction will in any way alter our contractual obligations to you. Your signature hereto constitutes your consent and approval of any such future transaction.

**14.3 Release.** We are not responsible for loss of or damage to your personal property (unless such loss or damage is caused by our negligence or the negligence of our agents or employees), and you hereby

release us from such liability. You may want to obtain, at your own expense, insurance to protect against such losses.

**14.4 Indemnity.** We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages and expenses, including attorney's fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to or in any way connected with your negligent or intentional acts or omissions or that of your guests.

**14.5 Reimbursement of Loss or Damage.** You or your representative, if applicable, agree to reimburse us for any loss or damage to the Village caused by your intentional careless, or negligent acts or omissions or that of your guests.

**14.6 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding any tax considerations that may be associated with this Agreement.

**14.7 Subordination.** You agree that all your rights under this Agreement will always be subordinate and junior to the lien of all mortgages and other documents creating liens encumbering the Village, which have been or will be signed by us. Upon request, you agree to sign, acknowledge, and deliver to such lender(s) such further written evidence of such subordination as such lender(s) may reasonably require. Except to the extent of your obligation to pay the Monthly Fee, you will not be liable for any such indebtedness.

**14.8 Entire Agreement.** This Agreement and any amendments, addenda or exhibits hereto contain our entire understanding with respect to your residency.

**14.9 Amendments.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement will be valid unless in writing and signed by you and us.

**14.10 Modification Due to Law or Regulation Changes.** This Agreement may be modified by us at any time in order to comply with changes in applicable laws and regulations.

**14.11 Governing Law.** This Agreement will be governed, interpreted, and construed according to the laws and regulations of the State of North Carolina.

**14.12 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**14.13 Nonwaiver.** If we fail to insist in any instance upon performance of any of the terms, covenants, or conditions of this Agreement, it shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, but your obligation with respect to such future performances shall continue in full force and effect.

**14.14 Residents.** When there are two of you, the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires.

**14.15 Capacity.** This Agreement has been signed by our duly authorized agent, and no officer, director, agent or employee shall have any personal liability to you under this Agreement under any circumstance. This Agreement will become effective upon our acceptance and execution.

**14.16 Reimbursement of Charges.** You agree to reimburse us for any charges we

incur to collect any unpaid amounts you owe to us under this Agreement.

**14.17 Responsible Party.** You agree to execute and deliver to us within sixty (60) days after assuming residency in your Residence a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and shall be in a form acceptable to us, and you agree to keep such documents in effect as long as this Agreement is in effect. The person(s) named as your responsible party shall not be a person(s) employed by us or any other entity engaged in the management of the Village.

**14.18 Private Employee of Resident.** If you need additional services, you can obtain these needed services from the Village's licensed Home Care Agency or from a private employee, an independent contractor, or through a different agency ("Personal Service Provider"). If you do not utilize the Village's Home Care Agency, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. If you obtain services from a private employee, independent contractor, or a different agency, then you must comply with our policy regarding Personal Service Providers and ensure that your private employee, independent contractor, or person you employ through an agency complies with our policies and rules of conduct set forth in our Personal Service Provider Policy. If you fail to follow or enforce the policies and rules set forth in the Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**14.19 Notice.** Any notice required to be given to us under this Agreement will be in writing and mailed or delivered to the Executive Director at the Village. Any notice required to be given to you will be delivered

to you at your Residence or at some other address upon your notice to us.

**14.20 Survival of Representations and Obligations.** Your representations and obligations under this Agreement, including but not limited to, your obligation to pay all sums owed by you to us, and your agreement to indemnify us as set forth in Paragraph 14.4, and our representations and obligations under this Agreement, will survive any cancellation of your residency in the Village, regardless of the reason for such cancellation and regardless of whether it is initiated by you or by us.

**[Signature Page follows]**

**14.21 Acknowledgment of Receipt of Documents.** You hereby certify that you received a copy of this Agreement and a copy of our most current Disclosure Statement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Witness

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PLANTATION VILLAGE, INC.**

By: \_\_\_\_\_  
Authorized Representative

Residence Type \_\_\_\_\_

Residence Number \_\_\_\_\_

Entrance Fee \$\_\_\_\_\_

Exhibit A: Options and Custom Features



Traditional Residency Agreement (2020-04-07) .docx

Exhibit A

<u>Options and Custom Features Added at Resident's Request:</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b><u>Total</u></b>	<b><u>\$ _____</u></b>

Initials \_\_\_\_\_  
Community

Resident(s) \_\_\_\_\_

Resident(s) \_\_\_\_\_

## **Exhibit E**

# **Interim Uncertified Financial Statements for Plantation Village, Inc. as of March 31, 2021**



## Comparative Balance Sheet

Plantation Village Equity Grp

MAR-21USD

4/19/2021 14:06

NATURAL ACCOUNT	Current Month -----
<b>Assets</b>	
Total Cash and Cash Equivalents	1,839,610.83
Total Current Assets Whose Use is	6,797,463.55
Total Accounts/Notes Receivable	409,893.81
Total Inventory	76,221.04
Total Prepaid and Deferred	349,145.10
Total L-T Assets Whose Use is	12,846,631.84
Net Depreciable Assets	39,783,387.49
Total Other Assets	3,227,755.89
<b>Total Assets</b>	<b>65,330,109.55</b>
<b>Liabilities</b>	
Total Accounts Payable	530,136.34
Total Accrued Payroll Liabilities	245,713.82
Total Accrued Liabilities	126,809.15
Total Other Current Liabilities	1,872,103.04
Total Long-Term Liabilities	42,037,996.47
Total Deferred Revenue - Non	11,645,823.59
<b>Total Liabilities</b>	<b>56,458,582.41</b>
<b>Total Equity</b>	<b>8,871,527.14</b>
<b>Total Liabilities and Equity</b>	<b>65,330,109.55</b> =====

## Plantation Village Operating Statement

Plantation Village Equity Grp

MAR-21USD

4/19/2021 14:29

NATURAL ACCOUNT COST CENTER	YTD Actual
Operating Revenue	
Independent Living Revenue	
Total Independent Living Revenue	3,019,184.23
Health Center	
Total Life Care/Continuing Care	161,169.70
Total Health Center Revenue	161,169.70
Assisted Living	
Total Life Care/Continuing Care	316,215.17
Total Assisted Living Revenue	316,215.17
Home Health	
Total Private Pay	85,630.95
Total Home Health Revenue	85,630.95
Total Other Operating Revenue	761.37
Total Operating Revenue	3,582,961.42
Total General and Administrative Expense	961,334.13
Plant	
Total Wages-Plant	94,053.44
Total Employee Related-Plant	1,088.85
Total Non-Utility Expenses-Plant	344,350.85
Total Other Expenses	470,882.49

Total Plant	591,344.93
Environmental Services	
Total Wages-Env Svc	146,075.76
Total Employee Related-Env Svc	1,816.57
Total Other Expenses-Env Svc	24,619.27
Total Environmental Service	214,602.73
Food Service	
Total Wages-Food Service	221,656.29
Total Employee Related-Food Service	731.38
Total Other Expenses-Food Service	237,643.96
Total Food Service Expense	514,803.80
Resident Services	
Total Wages-Resident Services	37,136.67
Total Employee Related-Resident Services	545.28
Total Other Expenses-Resident Services	16,496.62
Total Resident Services Expense	60,021.45
Health Center	
Total Health Center Administrative Expense	236,377.78
Total Health Center Expense	236,377.78
Assisted Living	
Total Other Expenses-AL	419,486.21
Total Assisted Living Expense	419,486.21
Community Home Health	
Total Wages-CHH	83,087.08
Total Employee Related-CHH	115
Total Home Health Administrative	638.82

Total Community Home Health Expense	104,182.77
Clinic	
Total Wages-Clinic	127,156.94
Total Employee Related-Clinic	0
Total Clinic Administrative	6,415.63
Total Clinic Expense	153,495.56
Total Operating Expense	3,255,649.36
Net Operating Income	327,312.06
Total Other Income	778,517.40
Total Other Expenses	-637,830.29
Net Income/(Loss)	467,999.17
Operating Revenue	
Total Independent Living Revenue	3,019,184.23
Total Health Center Revenue	161,169.70
Total Assisted Living Revenue	316,215.17
Total Home Health Revenue	85,630.95
Total Other Operating Revenue	761.37
Total Operating Revenue	3,582,961.42
Operating Expense	
Total General and Administrative Expense	961,334.13
Total Plant	591,344.93
Total Environmental Service	214,602.73
Total Food Service Expense	514,803.80
Total Resident Services Expense	60,021.45
Total Health Center Expense	236,377.78
Total Assisted Living Expense	419,486.21
Total Community Home Health Expense	104,182.77
Total Clinic Expense	153,495.56
Total Operating Expense	3,255,649.36
Net Operating Income	327,312.06

Total Other Income	778,517.40
Total Other Expenses	-637,830.29
Net Income/(Loss)	467,999.17

## Statement of Cash Flows

Plantation Village Equity Grp

MAR-21USD

4/19/2021 15:00

	Year To Date Actual
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Operating Revenue	3,582,961.42
<b>Adjustments to Reconcile Net Operating Revenue to Cash:</b>	
Decrease (Increase) in Resident Receivables	-36,851.77
Decrease (Increase) in Other Accounts Receivable	200,394.10
<b>Operating Revenue - Cash Basis</b>	<b>3,746,503.75</b>
Operating Expenses	3,255,649.36
<b>Adjustments to Reconcile Net Operating Expenses to Cash:</b>	
Increase (Decrease) in Prepaid Expenses and Inventory	-167,937.49
Decrease (Increase) in Accounts Payable	-68,748.27
Decrease (Increase) in Accrued Expenses	-97,539.24
<b>Operating Expenses - Cash Basis</b>	<b>2,921,424.36</b>
<b>Net Operating Income (Loss) - Cash Basis</b>	<b>825,079.39</b>
<b>Other</b>	
Interest Income	46,960.51
Interest Expense	-71,478.74
Other Income & Expense	75,995.66
<b>Entrance Fees</b>	
Entrance Fees Received Net of Refunds	-518,918.73
Increase (Decrease) in Entrance fee Deposits	60,320.00
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>	<b>417,958.09</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	
Purchases of Property and Equipment	-1,335,015.55
Decrease (Increase) in Self Restricted Assets	469,003.29
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES:</b>	<b>-866,012.26</b>

<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Effects of Refinancing/Principal Payment on Debt	-118,125.28
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES:</b>	-118,125.28
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS:</b>	-566,179.45
<b>CASH AND CASH EQUIVALENTS - AT BEGINNING OF PERIOD</b>	2,405,790.28
<b>CASH AND CASH EQUIVALENTS - AT END OF PERIOD</b>	<u>1,839,610.83</u>

# **Exhibit F**

## **Certified Financial Statements for Plantation Village, Inc. for the Years Ended December 31, 2020 and 2019**





# Plantation Village, Inc.

## Financial Statements

Years Ended December 31, 2020 and 2019



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## Independent Auditors' Report

Board of Directors  
Plantation Village, Inc.  
Wilmington, NC

We have audited the accompanying financial statements of Plantation Village, Inc. (the "Community"), which comprise the balance sheets as of December 31, 2020 and 2019 and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these 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 financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the 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 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 financial statements.

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



*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Community as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Dixon Hughes Goodman LLP*

Raleigh, NC  
April 29, 2021

Plantation Village, Inc.  
Balance Sheets  
December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 9,227,510	\$ 9,412,938
Assets limited as to use, current portion	1,457,117	1,109,830
Accounts receivable	249,040	193,805
Entrance fees receivable	324,395	284,960
Hurricane funds receivable	-	250,000
Prepaid expenses and other	683,503	522,199
	<u>11,941,565</u>	<u>11,773,732</u>
Total current assets	11,941,565	11,773,732
Assets limited as to use, noncurrent portion	11,834,262	10,551,663
Property and equipment, net	42,242,478	41,625,120
	<u>66,018,305</u>	<u>63,950,515</u>
Total assets	\$ 66,018,305	\$ 63,950,515
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities:		
Accounts payable	\$ 461,370	\$ 185,429
Accrued expenses	365,199	333,254
Hurricane related payable	-	329,590
Refunds payable	2,322,365	700,377
Deposits and advanced payments	399,489	428,404
Long-term debt, current maturities	405,500	392,124
	<u>3,953,923</u>	<u>2,369,178</u>
Total current liabilities	3,953,923	2,369,178
Refundable fees	3,111,350	4,452,165
Refundable entrance fees	27,472,131	28,751,752
Deferred revenue from entrance fees	12,012,642	12,793,751
Long-term debt, less current maturities	11,064,732	11,515,691
	<u>57,614,778</u>	<u>59,882,537</u>
Total liabilities	57,614,778	59,882,537
Net assets without donor restrictions	8,403,527	4,067,978
	<u>66,018,305</u>	<u>63,950,515</u>
Total liabilities and net assets	\$ 66,018,305	\$ 63,950,515

See accompanying notes.

Plantation Village, Inc.  
**Statements of Operations and Changes in Net Assets**  
**Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Revenue, gains and other support:		
Resident services	\$ 14,354,001	\$ 14,597,412
Amortization of advance fees	2,663,129	1,715,950
Insurance proceeds	-	828,875
Grant revenue	792,600	-
Other operating revenue	577,163	892,675
	<u>18,386,893</u>	<u>18,034,912</u>
Total revenue, gains and other support		
Operating expenses:		
Resident care	4,723,003	4,937,865
Dietary	2,148,130	2,145,603
Housekeeping	784,613	761,152
Plant facility costs	2,180,653	2,070,834
General and administrative	3,279,004	3,146,216
Hurricane loss	-	355,586
Depreciation	2,228,598	2,209,700
Interest	320,832	391,806
	<u>15,664,833</u>	<u>16,018,762</u>
Total operating expenses		
Operating income	<u>2,722,060</u>	<u>2,016,150</u>
Non-operating income:		
Investment income	<u>1,613,489</u>	<u>1,321,536</u>
Excess of revenues over expenses	4,335,549	3,337,686
Net assets, beginning of year	<u>4,067,978</u>	<u>730,292</u>
Net assets, end of year	<u>\$ 8,403,527</u>	<u>\$ 4,067,978</u>

Plantation Village, Inc.  
 Statements of Cash Flows  
 Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flow from operating activities:		
Excess of revenues over expenses	\$ 4,335,549	\$ 3,337,686
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities:		
Proceeds from non-refundable advance fees and deposits	2,482,363	3,620,457
Amortization of advance fees	(2,663,129)	(1,715,950)
Net realized gains	(1,016,017)	(113,864)
Net unrealized gains	(392,375)	(969,266)
Depreciation	2,228,598	2,209,700
Changes in assets and liabilities:		
Accounts receivable	(55,235)	142,979
Hurricane receivable / payable	(79,590)	(164,585)
Prepaid expenses and other	(161,304)	(114,055)
Accounts payable	275,941	(514,858)
Accrued expenses	31,945	41,702
Refunds payable	1,621,988	-
Net cash provided by operating activities	<u>6,608,734</u>	<u>5,759,946</u>
Cash flows from investing activities:		
Net changes in assets limited as to use	112,417	(1,884,654)
Purchase of property and equipment	(2,845,956)	(1,985,012)
Net cash used by investing activities	<u>(2,733,539)</u>	<u>(3,869,666)</u>
Cash flows from financing activities:		
Proceeds from refundable entrance fees	1,719,054	1,284,254
Refunds of entrance fees	(5,008,183)	(2,188,042)
Payments on long-term debt	(437,583)	(366,610)
Net cash used by financing activities	<u>(3,726,712)</u>	<u>(1,270,398)</u>
Net change in cash and cash equivalents	148,483	619,882
Cash, cash equivalents, and restricted cash, beginning of year	<u>10,130,644</u>	<u>9,510,762</u>
Cash, cash equivalents, and restricted cash, end of year	<u>\$ 10,279,127</u>	<u>\$ 10,130,644</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest, including capitalized interest	<u>\$ 320,832</u>	<u>\$ 391,806</u>
Notes receivable received for entrance fees	<u>\$ 675,122</u>	<u>\$ 1,204,783</u>

See accompanying notes.

## Notes to Financial Statements

### 1. Summary of Significant Accounting Policies

#### *Organization*

Plantation Village, Inc. (the “Community”) is a nonprofit organization which principally provides housing, health care, and other related services to residents through the operation of a continuing care retirement community in Wilmington, North Carolina containing 273 living units, of which 116 are villas, duplexes, and cottages.

#### *Basis of Presentation*

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

#### *Use of Estimates*

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### *Concentration of Credit Risk*

The Community maintains deposits with high credit quality financial institutions, of which the balances at each institution exceeds the federally insured amount.

#### *Cash and Cash Equivalents*

The Community’s operating cash is placed with high credit quality institutions. The funds on deposit are in excess of federally insured amounts. Restricted cash is included with cash and cash equivalents in the statements of cash flows.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the balance sheets that sum to the total amounts shown in the statements of cash flows.

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 9,227,510	\$ 9,412,938
Assets whose use is limited:		
Deposits and advanced payments	985,280	654,793
Resident funds	<u>66,337</u>	<u>62,913</u>
Total cash, cash equivalents and restricted cash shown in statements of cash flows	<u>\$ 10,279,127</u>	<u>\$ 10,130,644</u>



**Assets Limited As To Use**

Assets limited as to use consists of cash, money market, mutual funds, and exchange-traded funds. The use of these assets are restricted or limited under terms of certain agreements or by the designation of the Community's Board of Directors. Money market funds, mutual funds, and exchange-traded funds are carried at fair value in the balance sheets. Investment income, including unrealized and realized gains and losses, are included in excess of revenues over expenses. Amounts required for current liabilities are classified as current assets.

**Accounts Receivable**

Accounts receivable are carried at their original billed amounts. The Community has experienced few uncollectible accounts in the past as any past due receivables can be applied against refunds due to the resident from their initial investment in the Community.

Accounts receivable are considered past due if any portion of the receivable balance is outstanding for more than 60 days. Interest is charged on accounts receivable outstanding for more than 90 days and is recognized as it is charged.

**Entrance Fees Receivable**

Entrance fees receivable consist of short-term promissory notes from current residents related to the payment of the final installment of their entrance deposit. If the resident pays the note on or before the agreed upon due date, no interest is charged.

**Property and Equipment, Net**

Property and equipment, including construction in progress, is stated at cost less accumulated depreciation. Donated property is initially recorded at its estimated fair value at the date of receipt, which is then treated as cost. Depreciation is computed on the straight-line method based on the following estimated useful service lives:

Buildings	25 - 40 years
Land improvements	20 years
Equipment, furniture, and fixtures	5 - 10 years
Vehicles	5 years

The Community assesses long-lived assets for impairment when events or circumstances exist that indicate the carrying amount of these assets may not be recoverable. At December 31, 2020 there were no impaired long-lived assets.

**Deferred Revenue From Entrance Fees**

A residency agreement is required of all residents. The Community has historically provided two alternative residency agreements: traditional or return-of-capital plans. The traditional contract includes contract terms that 2 percent of contract total becomes nonrefundable per month for the first 50 months and thereafter 100 percent is nonrefundable. The Community currently offers either 90 percent or 50 percent return-of-capital plans. Each agreement provides for payment of an advance (entrance) fee and monthly service fees, each of which are subject to periodic increases. Return-of-capital residency agreements also provide for partial refunds of entrance fees upon termination of the agreement, but only upon re-occupancy of the unit and the collection of a new entrance fee.

Nonrefundable entrance fees are deferred and amortized to income by the straight-line method over the average expected remaining life of each resident beginning on the date of closing and are recalculated annually.

**Refundable Entrance Fees**

Entrance fees payable are refundable advance fees that are recorded at the amount indicated by the contract.

**Refundable Fees**

Refundable fees related to residents who have been permanently assigned at a skilled nursing facility or assisted living facility are classified as noncurrent liabilities due to the indeterminable timing of the ultimate payment.

**Obligation to Provide Future Services**

The Community annually calculates the present value of the net estimated cost of future services and use of facilities to be provided to current residents and compares that amount to the balance of deferred revenue from advance fees. If the present value of the net cost of future services and use of facilities, discounted at 1.92 percent, exceeds the deferred revenue from advance fees, a liability would be recorded (obligation to provide future services) with a corresponding charge to income. To date, deferred revenue from advance fees has exceeded the present value of the net estimated cost of future services and use of facilities.

**Net Assets**

The accompanying financial statements present information regarding the Community's financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

**Net Assets without Donor Restrictions** – Net assets available for use in general operations and not subject to donor-imposed stipulations.

**Net Assets with Donor Restrictions** – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. When a donor restriction expires, through the conclusion of a stipulated time restriction or accomplishment of a purpose restriction, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no net assets with donor restrictions at December 31, 2020 and 2019.

**Resident Services Revenue**

Resident services revenue is recorded at established rates monthly. Resident services revenue includes health care revenue for residents under residency agreements, consisting of monthly fees for persons permanently assigned to a nearby unrelated health center and charges for supplies and meals. The monthly fees equal 75 percent of the nearby, unrelated nursing facility's stated per diem rate. Assisted living care residents pay 75 percent of the stated per diem of a nearby unrelated assisted living facility. The costs to the Community of the residents assigned to the health center or assisted living facility are included in resident care expenses.

### ***Grant Revenue***

In response to the COVID-19 pandemic, the Coronavirus Aid, Relief and Economic Security (“CARES”) Act provides for the establishment of the Paycheck Protection Program (“PPP”), a new loan program under the Small Business Administration’s 7(a) program providing loans to qualifying businesses. Additionally, loans originated under this program may be forgiven, in whole or in part, if certain criteria are met.

The Community received \$792,600 under the PPP. Subsequent to yearend, a forgiveness calculation was prepared and submitted to the Community’s lender indicating that the full amount of the loan qualifies for forgiveness as the Community believed it had substantially met the conditions and requirements under the program. On March 22, 2021, the Small Business Administration sent a notice of PPP forgiveness of \$792,600 and related interest. Prior to forgiveness, the Community elected to account for the receipt of these funds as a government grant by analogy to ASC 958-605. These funds were recognized as a refundable advance when received and classified in accordance with the scheduled maturity outlined in the PPP loan agreement assuming a ten-month deferral of payments from the end of the Community’s covered period. Grant revenue under this method of accounting may only be recognized when the conditions attached to the grant have been substantially met. The Community has fully utilized the proceeds of the loan for qualifying expenses under the PPP and the Community’s covered period was closed as of the balance sheet date. Grant revenue has been recognized in the statement of operations and changes in net assets in the grant revenue line item.

### ***Advertising Expenses***

All advertising expenses other than qualifying direct-response advertising costs associated with the initial occupancy of units are expensed in the year in which they are incurred. Advertising expenses were approximately \$360,000 and \$441,000 in 2020 and 2019, respectively.

### ***Excess of Revenues Over Expenses***

The statements of operations and changes in net assets include excess of revenues over expenses. Changes in net assets without donor restrictions, which are excluded from excess of revenues over expenses, consistent with industry practice, would include net assets released from restriction for purchase of property and equipment, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

### ***Income Taxes***

The Community has been recognized by the Internal Revenue Service as a not-for-profit corporation as described in Section 501 (c)(3) of the Internal Revenue Code (“IRC”) and is exempt from federal income taxes pursuant to Section 501(a) of the IRC. Similar provisions apply to state income taxes in the North Carolina law. In the opinion of management, the Community has no uncertain tax positions.

### ***Reclassifications***

Certain amounts in the 2019 financial statements have been reclassified to conform to the presentation of the 2020 financial statements. Changes in net assets previously reported for 2019 were not affected by these reclassifications.

### ***Subsequent Events***

The Community has evaluated its subsequent events (events occurring after December 31, 2020), through April 29, 2021, which represents the date the financial statements were available to be issued.

## 2. Fair Value Measurements

Under U.S GAAP, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Community uses various methods including market, income, and cost approaches. Based on these approaches, the Community often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Community utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques the Community is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1:** Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.
- Level 2:** Observable inputs other than Level 1 including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data.
- Level 3:** Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation; also includes observable inputs for nonbinding single dealer quotes not corroborated by observable market data.

Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Community's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

### Assets Measured at Fair Value on a Recurring Basis

When quoted prices are available in active markets for identical instruments, investment securities are classified within Level 1 of the fair value hierarchy. Level 1 investments include money market funds, mutual funds, and exchange-traded funds which are valued based on prices readily available in the active markets in which those securities are traded, and money market funds which are based on their transacted value.

The Community does not have any financial assets or liabilities measured on a recurring basis categorized as Level 2 or Level 3, and there were no transfers in or out of Level 3 for years ended December 31, 2020 and 2019. There were no changes during 2020 or 2019 to the Community's valuation techniques used to measure asset fair values on a recurring basis.

Plantation Village, Inc.  
Notes to Financial Statements

The tables below present the balances of assets measured at fair value on a recurring basis.

	December 31, 2020			Total
	Level 1	Level 2	Level 3	
Mutual funds	\$ 1,036,139	\$ -	\$ -	\$ 1,036,139
Exchange-traded funds	11,412,930	-	-	11,412,930
Total	<u>\$ 12,449,069</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,449,069</u>

The Community had \$10,069,820 of cash and cash equivalents included within cash and cash equivalents and assets limited as to use on the balance sheets which are not included in the fair value hierarchy.

	December 31, 2019			Total
	Level 1	Level 2	Level 3	
Mutual funds	\$ 10,505,340	-	-	\$ 10,505,340
Exchange-traded funds	430,957	-	-	430,957
Total	<u>\$ 10,936,297</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,936,297</u>

The Community had \$10,130,644 and \$7,490 of cash and cash equivalents and accrued interest, respectively, included within cash and cash equivalents and assets limited as to use on the balance sheets which are not included in the fair value hierarchy.

### 3. Assets Limited as to Use

The components of assets limited as to use consist of the following:

	2020	2019
Current portion:		
Deposits and advanced payments	\$ 985,280	\$ 654,793
Resident funds	66,337	62,913
By Board for debt repayment	405,500	392,124
	<u>1,457,117</u>	<u>1,109,830</u>
Noncurrent portion:		
Resident funds	91,678	80,426
Under regulatory requirement, operating reserve (Note 7)	3,460,000	3,365,500
By Board for future asset replacement	2,228,598	2,209,700
By Board for return of capital	1,555,675	2,226,083
By Board for future operations	4,498,311	2,669,954
	<u>11,834,262</u>	<u>10,551,663</u>
	<u>\$ 13,291,379</u>	<u>\$ 11,661,493</u>

**Plantation Village, Inc.**  
**Notes to Financial Statements**

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In 2017, the Board of Directors designated amounts to fund current maturities of long-term debt, to fund one year of depreciation based on immediate capital expenditure needs, and 50 percent of the refundable fee balance for residents permanently assigned to a long-term care facility. These amounts may be invested in investment accounts and other cash and cash equivalent accounts. The Board of Directors may modify its policy for designated amounts from time to time.

The Community invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the value of investment securities will occur in the near term and that such changes could affect the amounts reported in the balance sheet.

A summary of net investment income for the years ended December 31 follows:

	<u>2020</u>	<u>2019</u>
Interest income	\$ 205,097	\$ 238,406
Net realized gains	1,016,017	113,864
Net unrealized gains	<u>392,375</u>	<u>969,266</u>
Net investment income	<u>\$ 1,613,489</u>	<u>\$ 1,321,536</u>

#### **4. Property and Equipment**

Property and equipment consist of the following at December 31:

	<u>2020</u>	<u>2019</u>
Land	\$ 517,935	\$ 517,935
Land improvements	1,994,822	1,902,799
Buildings	65,146,679	63,990,436
Fixed and movable equipment	2,442,992	2,385,939
Furniture and fixtures	1,709,355	1,688,683
Vehicles	<u>415,931</u>	<u>415,931</u>
	72,227,714	70,901,723
Less accumulated depreciation	<u>32,003,005</u>	<u>29,773,854</u>
	40,224,709	41,127,869
Construction-in-progress	<u>2,017,769</u>	<u>497,251</u>
Total property and equipment	<u>\$ 42,242,478</u>	<u>\$ 41,625,120</u>

## 5. Debt

Long-term debt at December 31, 2020 and 2019, consist of the following:

	<u>2020</u>	<u>2019</u>
Note payable to bank at 3.09%, due in 83 monthly installments including interest beginning September 5, 2017, and consecutive interest payments beginning September 5, 2013, due August 2023, collateralized by real estate.	\$ 7,815,998	\$ 8,079,755
Note payable to bank at 1.10% above one-month LIBOR, not to exceed 5.99% (1.22% at December 31, 2020), due in 83 monthly installments including interest beginning September 5, 2017, and consecutive interest payments beginning September 5, 2013, due August 2023, collateralized by real estate.	<u>3,654,234</u>	<u>3,828,060</u>
	<b>11,470,232</b>	11,907,815
Less current maturities	<u>405,500</u>	<u>392,124</u>
	<b><u>\$ 11,064,732</u></b>	<b><u>\$ 11,515,691</u></b>

The proceeds of the above two notes are due in 2023, were used to finance the Phase II Facility Expansion, which was completed in January 2016. The original construction loan agreements provided for two interest only loans during construction. The combined balances were limited to 70% of the appraised value of the property collateralized by the loans. One loan was up to \$13,175,000 at the 3.09% fixed rate and the other was up to \$6,000,000 at the LIBOR variable rate shown above.

The construction loans include certain affirmative covenants regarding financial information provided to the lender bank. The Community was in compliance with all of the covenants as of December 31, 2020.

Aggregate maturities required on long-term debt as of December 31, 2020, are due in future years as follows:

2021	\$ 405,500
2022	418,264
2023	<u>10,646,468</u>
	<b><u>\$ 11,470,232</u></b>

## 6. Management Agreement

The Community operates under a management agreement with Life Care Services, LLC ("LCS"). Under this agreement, LCS coordinates the ongoing project management of the Community. In consideration for these services, the Community pays LCS a base monthly management fee and an additional incentive fee based upon achieving prescribed operating criteria. The management fee is subject to annual adjustment for cost-of-living increases or facility expansion. Management fees, incentive fees and miscellaneous charges under agreements with LCS totaled approximately \$790,000, and \$814,000 for the years ended December 31, 2020 and 2019, respectively. At December 31, 2020 and 2019, approximately \$58,000 and \$50,000, respectively, were included in accounts payable on the balance sheets to LCS for various fees and charges under the agreement. The Community renewed their management agreement with LCS for five years beginning January 1, 2017.

## 7. Regulatory Matters

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 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 percent maintain an operating reserve equal to 25 percent of total operating costs forecasted for the twelve-month period following the most recent annual statement filed with the Department of Insurance upon approval of the Commissioner, unless otherwise instructed by the Commissioner. Continuing care retirement communities with less than 90 percent occupancy are required to maintain an operating reserve equal to 50 percent of forecasted 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. The Community's occupancy was above 90 percent in 2020 and 2019. At December 31, 2020 and 2019, the Board of Directors had specifically designated \$3,460,000 and \$3,365,500, respectively, for the purpose of meeting this requirement (Note 3).

The operating reserve can only be released upon the submittal of a detailed request from the Community and must be approved by the North Carolina Department of Insurance.

## 8. Retirement Plan

The Community provides a retirement plan under Section 403(b) of the Internal Revenue Code. The Community matches 50 percent of the first 6 percent of employee contributions for a maximum match of 3 percent an employee's annual salary. Employees are eligible to participate in the plan after 90 days of service. An employee is eligible for the employer match after one year of service during which he or she has worked at least 1,000 hours (an average of 20 hours per week) and is at least age 21. Employees are subject to a six-year vesting schedule for the Community's contributions. For the years ended December 31, 2020 and 2019, the Community contributed approximately \$22,000 and \$20,000, respectively.

## 9. Liquidity and Availability

Financial assets available for general expenditures in the next 12 months, classified as current assets were \$11,484,092 and \$11,251,533 as of December 31, 2020 and 2019, respectively.

The Community operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures, debt service, and budgeted capital expenditures. The accompanying statement of cash flows on page 5, which identifies sources and uses of cash, indicates net cash provided by operating activities in 2020 and 2019. As explained in Note 3 at December 31, 2020 and 2019, \$11,742,584 and \$10,471,237, respectively, of noncurrent assets limited as to use is generally not available due to board designation and regulatory requirements but could be released to fund operations with appropriate Board and regulatory approval. The Community regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.



## 10. Hurricane Loss

On September 5, 2019 Hurricane Dorian made landfall as a Category 1 hurricane at Wrightsville Beach, North Carolina. Wrightsville Beach, North Carolina is a barrier island contiguous to Wilmington, North Carolina. The winds and heavy rain caused widespread damage at the Community.

Total hurricane expense of \$355,586 are included in the Statement of Operations and Changes in Net Assets for the year ended December 31, 2019, which is the incurred costs of repairs resulting from the hurricane. At December 31, 2020 all related expenditures have been reimbursed by insurance proceeds.

## 11. Schedule of Expenses by Natural Category and Function

The costs of providing the Community's program and other activities have been summarized on a functional basis below. Expenses that can be identified with a specific program or support service are charged directly to the program or support service. Costs common to multiple functions have been allocated using an objective basis, such as time spent, salaries, square feet, and other basis.

	<b>Expenses for year ended December 31, 2020</b>			
	<b>Health Care Services</b>	<b>Resident Services</b>	<b>General &amp; Administration</b>	<b>Total</b>
Salaries and benefits	\$ 1,151,807	\$ 2,679,462	\$ 650,240	\$ 4,481,509
Dietary	-	785,810	-	785,810
Housekeeping	-	13,535	-	13,535
Plant facility costs	-	982,013	-	982,013
Supplies	20,639	360,446	55,164	436,249
Utilities	-	556,318	-	556,318
General and administrative	3,243,104	490,093	2,075,283	5,808,480
Hurricane loss	-	-	51,489	51,489
Depreciation	3,113	2,195,059	30,426	2,229,598
Interest	-	-	320,832	320,832
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total operating expenses	<u>\$ 4,418,663</u>	<u>\$ 8,062,736</u>	<u>\$ 3,183,434</u>	<u>\$ 15,664,833</u>

	<b>Expenses for year ended December 31, 2019</b>			
	<b>Health Care Services</b>	<b>Resident Services</b>	<b>General &amp; Administration</b>	<b>Total</b>
Salaries and benefits	\$ 969,169	\$ 2,515,069	\$ 665,649	\$ 4,149,887
Dietary	-	794,071	-	794,071
Housekeeping	-	50,491	-	50,491
Plant facility costs	-	961,844	-	961,844
Supplies	7,769	303,289	35,540	346,598
Utilities	-	596,996	-	596,996
General and administrative	3,669,767	602,669	1,889,347	6,161,783
Hurricane loss	-	-	355,586	355,586
Depreciation	3,421	2,172,819	33,460	2,209,700
Interest	-	-	391,806	391,806
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total operating expenses	<u>\$ 4,650,126</u>	<u>\$ 7,997,248</u>	<u>\$ 3,371,388</u>	<u>\$ 16,018,762</u>

**Plantation Village, Inc.**  
**Notes to Financial Statements**

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General and administrative expense include those costs that are not directly identifiable with any specific program, but which provide for all the overall support of the Community. General and administrative activities include those that provide governance, oversight, business management, financial recordkeeping, budgeting, legal services, human resources management, and similar activities that ensure an adequate working environment and an equitable employment program. Resources expended for fundraising from the general public are not significant.

# **Exhibit G**

## **Forecasted Financial Statements for Plantation Village, Inc. for the Years Ending December 31, 2021 through 2025**

**Plantation Village, Inc.**  
**Compilation of a Financial Projection**  
**Five Years Ending December 31, 2025**

(with Independent Accountants' Compilation Report thereon)

**Plantation Village, Inc.**

**Compilation of a Financial Projection**

**Five Years Ending December 31, 2025**

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**Independent Accountants' Compilation Report**

Board of Directors  
Plantation Village, Inc.  
Wilmington, North Carolina

Management of Plantation Village, Inc. (the "Corporation") and the Corporation's third party manager, Life Care Services, LLC (collectively, "Management") is responsible for the accompanying financial projection of the Corporation, which comprises the projected balance sheets as of and for each of the five years ending December 31, 2025 and the related projected statements of operations, changes in net assets, 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 following hypothetical assumptions occur during the projection period:

- the Corporation issues new debt to construct new independent living units and refinance existing debt of the Corporation during fiscal year 2021 at terms and rates similar to those reflected in the projection;
- Construction, development, marketing, and other related costs for the new independent living units occur in the assumed timeline and at the assumed costs; and
- the new independent living units are successfully marketed and occupied at the assumed occupancy levels.

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.

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  
May 27, 2021

## Plantation Village, Inc.

### Projected Statements of Operations and Changes in Net Assets For the Years Ending December 31, (In Thousands)

	2021	2022	2023	2024	2025
<b>Revenue, gains and other support</b>					
Amortization of earned entrance fees	\$ 2,726	\$ 2,975	\$ 3,465	\$ 4,366	\$ 5,079
Resident service fees-Existing Independent Living Units	12,371	12,775	13,276	13,674	14,084
Resident service fees-New Independent Living Units	-	221	2,469	3,033	3,124
Assisted living revenue	1,408	1,449	1,507	1,568	1,630
Skilled nursing services revenue	1,300	1,334	1,384	1,440	1,495
Home health revenue	632	651	670	691	711
Contributions	6	-	-	-	-
Other	13	14	14	15	15
Investment income	170	372	349	420	477
<b>Total revenues, gains, and other support</b>	<b>\$ 18,626</b>	<b>\$ 19,791</b>	<b>\$ 23,134</b>	<b>\$ 25,207</b>	<b>\$ 26,615</b>
<b>Expenses</b>					
General and administrative	2,471	2,634	2,885	2,982	3,072
Project marketing costs	513	245	122	-	-
Plant and operations	2,115	2,211	2,439	2,538	2,614
Assisted living	1,828	1,932	2,010	2,090	2,174
Skilled nursing	1,951	1,941	2,015	2,096	2,177
Home health	619	638	657	677	697
Clinic	507	523	538	554	571
Dining services	2,236	2,480	2,946	3,080	3,172
Environment services	866	980	1,148	1,184	1,220
Resident services	373	403	455	471	485
Insurance	686	743	840	865	891
Management Fee	786	825	968	1,021	1,051
Interest expense:					
Existing Debt interest expense	295	-	-	-	-
Series 2021A Bonds interest expense	-	-	1,629	1,600	1,570
Entrance Fee Bank Loan interest expense	-	-	465	-	-
Amortization of deferred financing costs	28	57	57	57	57
Amortization of original issue premium	(98)	(390)	(390)	(390)	(390)
Depreciation	2,221	2,641	3,843	3,951	4,005
<b>Total Expenses</b>	<b>\$ 17,397</b>	<b>\$ 17,863</b>	<b>\$ 22,627</b>	<b>\$ 22,776</b>	<b>\$ 23,366</b>
Change in net assets	1,229	1,928	507	2,431	3,249
Net assets, beginning of year	8,404	9,633	11,561	12,068	14,499
<b>Net assets, end of year</b>	<b>\$ 9,633</b>	<b>\$ 11,561</b>	<b>\$ 12,068</b>	<b>\$ 14,499</b>	<b>\$ 17,748</b>

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

## Plantation Village, Inc.

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

	2021	2022	2023	2024	2025
<b>Cash flows from operating activities</b>					
Change in net assets	\$ 1,229	\$ 1,928	\$ 507	\$ 2,431	\$ 3,249
Adjustments to reconcile change in net assets to net cash provided by operating activities:					
Depreciation	2,221	2,641	3,843	3,951	4,005
Amortization of deferred financing costs	28	57	57	57	57
Amortization of original issue premium	(98)	(390)	(390)	(390)	(390)
Amortization of earned entrance fees	(2,726)	(2,975)	(3,465)	(4,366)	(5,079)
Entrance fees received-attribution (non-refundable)	1,676	1,994	2,367	2,868	3,134
Changes in current assets and current liabilities	(85)	41	42	21	24
Changes in accrued interest	418	44	(50)	(14)	(7)
Resident deposits	1,056	(298)	(508)	-	-
<b>Net cash provided by operating activities</b>	<b>\$ 3,719</b>	<b>\$ 3,042</b>	<b>\$ 2,403</b>	<b>\$ 4,558</b>	<b>\$ 4,993</b>
<b>Cash flows from investing activities</b>					
Routine capital additions	(1,461)	(1,505)	(1,550)	(1,621)	(1,684)
Project costs	(10,357)	(34,895)	-	-	-
Capitalized interest expense	(559)	(1,910)	-	-	-
Change in assets whose use is limited	(21,233)	3,947	8,835	4,430	(156)
<b>Net cash provided by (used in) investing activities</b>	<b>(33,610)</b>	<b>(34,363)</b>	<b>7,285</b>	<b>2,809</b>	<b>(1,840)</b>
<b>Cash flows from financing activities</b>					
Initial entrance fees received	-	9,136	13,196	-	-
Existing Debt principal payments	(11,471)	-	-	-	-
Proceeds - Series 2021A Bonds	42,130	-	-	-	-
Proceeds - Entrance Fee Bank Loan	405	19,243	447	-	-
Payments - Series 2021A Bonds	-	(455)	(800)	(830)	(860)
Payments - Entrance Fee Bank Loan	-	-	(17,760)	(2,335)	-
Series 2021A Bond premium	3,902	-	-	-	-
Series 2021A Debt cost of issuance	(1,250)	-	-	-	-
Entrance fees received-attribution (refundable)	3,329	3,961	4,701	5,397	5,786
Entrance fees refunded	(3,204)	(3,480)	(3,600)	(4,296)	(4,638)
<b>Net cash provided by (used in) financing activities</b>	<b>33,841</b>	<b>28,405</b>	<b>(3,816)</b>	<b>(2,064)</b>	<b>288</b>
Change in cash, cash equivalents, and restricted cash	\$ 3,950	\$ (2,916)	\$ 5,872	\$ 5,303	\$ 3,441
Change in cash, cash equivalents, and restricted cash, beginning of year	10,280	14,230	11,314	17,186	22,489
<b>Cash, cash equivalents, and restricted cash, end of year</b>	<b>\$ 14,230</b>	<b>\$ 11,314</b>	<b>\$ 17,186</b>	<b>\$ 22,489</b>	<b>\$ 25,930</b>
<b>Cash, cash equivalents, and restricted cash reconciliation:</b>					
Cash and cash equivalents	\$ 13,174	\$ 10,556	\$ 16,936	\$ 22,239	\$ 25,680
Cash - restricted	1,056	758	250	250	250
<b>Total cash, cash equivalents, and restricted cash</b>	<b>\$ 14,230</b>	<b>\$ 11,314</b>	<b>\$ 17,186</b>	<b>\$ 22,489</b>	<b>\$ 25,930</b>

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



## Plantation Village, Inc.

### Projected Balance Sheets For the Years Ending December 31, (In Thousands)

	2021	2022	2023	2024	2025
<b>Assets</b>					
<b>Current assets</b>					
Cash and cash equivalents	\$ 13,174	\$ 10,556	\$ 16,936	\$ 22,239	\$ 25,680
Cash - restricted	1,056	758	250	250	250
Accounts receivable, net	250	262	315	334	344
Other accounts receivable	324	324	324	324	324
Prepaid expenses and other current assets	593	629	695	722	745
Current portion of assets limited as to use-Series 2021 Bonds	341	981	1,034	1,043	1,058
<b>Total current assets</b>	<b>15,738</b>	<b>13,510</b>	<b>19,554</b>	<b>24,912</b>	<b>28,401</b>
<b>Assets limited as to use</b>					
Bond fund-Series 2021 Bonds	341	981	1,034	1,043	1,058
Project Fund	16,227	122	-	-	-
Entrance Fee Fund	-	9,136	4,573	-	-
Funded Interest Account	2,339	681	-	-	-
Debt Service Reserve-Series 2021A Bonds	2,454	2,454	2,454	2,454	2,454
Board designated investments	6,053	6,053	6,053	6,053	6,053
Board designated asset replacement fund	2,229	2,229	2,229	2,229	2,229
Resident trust fund	92	92	92	92	92
Operating Reserve Fund	3,738	7,778	4,256	4,390	4,531
Less: current portion	(341)	(981)	(1,034)	(1,043)	(1,058)
<b>Total assets limited as to use</b>	<b>33,132</b>	<b>28,545</b>	<b>19,657</b>	<b>15,218</b>	<b>15,359</b>
Property and equipment	86,622	124,932	126,482	128,103	129,787
Less: accumulated depreciation	(34,224)	(36,865)	(40,708)	(44,659)	(48,664)
<b>Property and equipment, net</b>	<b>52,398</b>	<b>88,067</b>	<b>85,774</b>	<b>83,444</b>	<b>81,123</b>
<b>Total assets</b>	<b>\$ 101,268</b>	<b>\$ 130,122</b>	<b>\$ 124,985</b>	<b>\$ 123,574</b>	<b>\$ 124,883</b>

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

## Plantation Village, Inc.

### Projected Balance Sheets (continued) For the Years Ending December 31, (In Thousands)

	2021	2022	2023	2024	2025
<b>Liabilities and Net Assets</b>					
Current liabilities					
Accounts payable	\$ 791	\$ 839	\$ 926	\$ 962	\$ 993
Accrued expenses and other current liabilities	672	713	787	818	844
Accrued interest-Series 2021A Bonds	417	413	406	398	391
Accrued interest-Entrance Fee Bank Loan	1	49	6	-	-
Refunds payable	1,512	1,512	1,512	1,512	1,512
Current portion - Series 2021A Bonds	455	800	830	860	890
Current portion - Entrance Fee Bank Loan	-	17,760	2,335	-	-
Wait list and other deposits	399	399	399	399	399
<b>Total current liabilities</b>	<b>4,247</b>	<b>22,485</b>	<b>7,201</b>	<b>4,949</b>	<b>5,029</b>
Long-term debt, net of current portion					
Series 2021 Bonds	41,675	40,875	40,045	39,185	38,295
Entrance Fee Bank Loan	405	1,888	-	-	-
Deferred financing costs, net of amortization	(1,222)	(1,165)	(1,108)	(1,051)	(994)
Original issue premium	3,804	3,414	3,024	2,634	2,244
<b>Total long-term debt, net of current portion</b>	<b>44,662</b>	<b>45,012</b>	<b>41,961</b>	<b>40,768</b>	<b>39,545</b>
Resident deposits					
Resident deposits	1,056	758	250	250	250
Refundable fees	4,542	4,587	4,633	4,679	4,726
Refundable entrance fees	26,921	29,459	31,516	32,303	33,053
Deferred revenue from entrance fees	10,207	16,260	27,356	26,126	24,532
<b>Total liabilities</b>	<b>91,635</b>	<b>118,561</b>	<b>112,917</b>	<b>109,075</b>	<b>107,135</b>
Net assets					
Without donor restrictions	9,633	11,561	12,068	14,499	17,748
With donor restrictions	-	-	-	-	-
<b>Total net assets</b>	<b>9,633</b>	<b>11,561</b>	<b>12,068</b>	<b>14,499</b>	<b>17,748</b>
<b>Total liabilities and net assets</b>	<b>\$ 101,268</b>	<b>\$ 130,122</b>	<b>\$ 124,985</b>	<b>\$ 123,574</b>	<b>\$ 124,883</b>

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

## Plantation Village, Inc.

### Summary of Significant Projection Assumptions and Rationale

For Each of the Five Years Ending December 31, 2025

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#### Basis of Presentation

The accompanying financial projection presents, to the best of the knowledge and belief of management of Plantation Village, Inc. (the “Corporation”) and the Corporation’s third-party manager, Life Care Services, LLC (the “Manager”) (collectively, “Management”), the expected financial position, results of operations, and cash flows of the Corporation as of and for each of the five years ending December 31, 2025. Accordingly, the accompanying projection reflects Management’s judgment as of May 27, 2021, the date of this projection, of the expected conditions and its expected course of action during the projection period assuming the hypothetical assumption defined below occur. However, even if the hypothetical assumptions stated below were 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 Corporation’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 Assumption* – 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 following hypothetical assumptions:

- the Corporation issues new debt to construct new independent living units and refinance existing debt of the Corporation during fiscal year 2021 at terms and rates similar to those reflected in the projection;
- Construction, development, marketing, and other related costs for the new independent living units occur in the assumed timeline and at the assumed costs; and
- the new independent living units are successfully marketed and occupied at the assumed occupancy levels.

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**Description of the Community**

The Corporation is a North Carolina non-profit organization, which principally provides housing, healthcare, and other related services to residents through the operation of a retirement community in Wilmington, North Carolina.

Plantation Village (the “Community”), which opened in 1988, is located on approximately 58 acres and currently consists of 245 independent living residences, including 129 apartments, 48 villas, 2 cottages and 66 duplex homes (collectively the “Existing Independent Living Units”), along with two guest apartments and supportive common areas. The Community offers a modified lifecare or “Type B” contract in which residents transferring through the continuum of care receive priority access and a discounted rate for health care services at a non-related community. Residents receive priority access to healthcare and 30 free annual days of healthcare (non-cumulative). Entrance fee options at the Community include a Traditional Plan (non-refundable), 50% Return-of-Capital Plan and 90% Return-of-Capital Plan.

The unit configuration, approximate square footages, entrance fees (“Entrance Fees”) and monthly fees (“Monthly Fees”) for the Existing Independent Living Units are summarized in the following table.

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**Table 1**  
**Existing Independent Living Units**

<b>Independent Living Unit Type</b>	<b>Available Units</b>	<b>Square Footage</b>	<b>Traditional Plan Entrance Fee <sup>(1)(2)(4)</sup></b>	<b>50% Return of Capital Entrance Fee Plan <sup>(1)(2)</sup></b>	<b>90% Return of Capital Entrance Fee Plan <sup>(1)(2)</sup></b>	<b>Monthly Fee <sup>(2)</sup></b>
<i>Apartments:</i>						
Studio	4	521	\$83,150	\$105,450	\$159,400	\$2,810
<i>One-Bedroom Units:</i>						
One Bedroom Traditional	36	721	\$105,050	\$133,300	\$201,900	\$3,113
One Bedroom Deluxe	21	856	\$123,750	\$156,350	\$236,350	\$3,406
One Bedroom Elmwood	3	917	n/a	\$228,500	\$291,600	\$3,413
One Bedroom Ashland	3	941-942	n/a	\$235,050	\$299,650	\$3,482
<i>Two-Bedroom Units:</i>						
Two Bedroom Traditional	15	996	\$142,500	\$180,800	\$272,900	\$3,711
Two Bedroom Lakeside	17	1,023	\$150,700	\$193,050	\$290,600	\$3,711
Two Bedroom Combo	1	1,300	\$159,250	\$201,900	\$304,000	\$3,900
Two Bedroom Deluxe	6	1,250	\$159,500	\$204,100	\$307,350	\$4,006
Two Bedroom Classic	2	1,325	\$162,300	\$206,350	\$310,600	\$4,415
Two Bedroom Ingleside	4	1,180	n/a	\$272,450	\$348,100	\$3,719
Two Bedroom Oatland	2	1,256	n/a	\$279,050	\$356,200	\$3,838
Two Bedroom Orton	6	1,359	n/a	\$348,350	\$444,950	\$4,369
Two Bedroom Woodlawn	3	1,397	n/a	\$336,250	\$428,800	\$4,339
Two Bedroom Waverly	1	1,450	n/a	\$353,150	\$451,400	\$4,546
Two Bedroom Carlisle	3	1,488	n/a	\$373,650	\$477,300	\$4,575
Two Bedroom Covington	2	1,491	n/a	\$366,500	\$467,550	\$4,605
<b>Total Apartments <sup>(3)</sup></b>	<b>129</b>	<b>960</b>	<b>\$126,014</b>	<b>\$191,329</b>	<b>\$273,840</b>	<b>\$3,582</b>
<i>Cottages/Homes/Villas:</i>						
Ashton Cottage	1	1,720	n/a	\$349,450	\$482,000	\$5,546
Baywater Cottage	1	1,690	n/a	\$337,350	\$470,000	\$5,417
Vista	4	1,260	\$196,650	\$251,950	\$380,000	\$4,784
Regency	4	1,375	\$205,950	\$263,950	\$398,950	\$4,795
Vista II	9	1,440	\$210,200	\$268,750	\$406,250	\$4,953
Regency II	9	1,460	\$218,600	\$279,600	\$420,700	\$4,984
Royale	5	1,480	\$225,700	\$288,150	\$436,300	\$5,024
Grande	5	1,510	\$229,550	\$294,150	\$443,600	\$5,088
Royale II	13	1,620	\$241,100	\$308,600	\$465,350	\$5,248
Grande II	13	1,690	\$245,900	\$314,650	\$473,700	\$5,343
Duplex A Meadowlark	2	1,720	n/a	\$343,300	\$476,050	\$5,546
Duplex B Meadowlark	2	1,690	n/a	\$331,300	\$464,000	\$5,417
Deluxe Villa	24	1,250	\$170,250	\$218,200	\$333,200	\$4,110
Custom/Traditional Villa	16	1,260 -1,350	\$192,000	\$245,900	\$370,050	\$4,281-\$4,707
Villa Special	8	1,433	\$213,250	\$272,450	\$412,250	\$4,806
<b>Cottages/Homes/Villas</b>	<b>116</b>	<b>1,435</b>	<b>\$206,357</b>	<b>\$270,790</b>	<b>\$407,113</b>	<b>\$4,780</b>
<b>Total/wtd Averages</b>	<b>245</b>	<b>1,188</b>	<b>\$168,841</b>	<b>\$228,902</b>	<b>\$336,933</b>	<b>\$4,163</b>

Source: Management

- (1) Fees are effective as of January 1, 2021.
- (2) The second person Monthly Fee is an additional \$1,451 for an Existing Independent Living Unit. The second person Entrance Fee is an additional non-refundable \$20,000.
- (3) According to Management, there are 132 total Independent Living Unit apartments at the Community. However, two apartments are currently utilized as guest rooms and one apartment is utilized as a sales center and are not currently available for occupancy.
- (4) Traditional Entrance Fee plan not offered for certain unit types.

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*Assisted Living and Skilled Nursing Services*

Assisted living and skilled nursing services for Community residents are provided through a transfer agreement between the Corporation Cornelia Nixon Davis, Inc. (the “Davis Community”) (the “Transfer Agreement”), a non-related healthcare provider, with healthcare facilities located adjacent to the Community, consisting of Champions Assisted Living, an assisted living community with 123 assisted living units (“Champions”) and the Davis Health Care Center, a skilled nursing facility with 179 skilled nursing beds (“Davis HCC”). Pursuant to the Transfer Agreement, the Corporation pays the Davis Community the current Champions monthly fee for a one-bedroom suite (the “Champions Monthly Fee”) for each resident of the Community (“Resident(s)”) transferring to an assisted living unit at Champions (“Assisted Living Bed”). The Corporation pays the current Davis HCC daily fee for a shared suite (the “Davis HCC Daily Fee”) for each Resident transferring to a skilled nursing bed at Davis HCC (“Skilled Nursing Bed”). The Corporation also pays a Davis HCC Daily Fee to hold one additional Skilled Nursing Bed on an ongoing basis.

*Resident Care Center*

Management provides emergency health care in the resident care center (the “Resident Care Center”), which is staffed by emergency personnel 24-hours a day, seven days a week. The Resident Care Center is utilized to respond to Resident's emergency calls and to provide temporary nursing care and outpatient services. Outpatient services are provided by a nurse during regularly scheduled office hours. Nurses are available for routine consultations and checks of weight, blood pressure and other preventive care services.

**Description of the Project**

Management is planning an expansion project (the “Project”) to consist of the construction of 44 independent living apartment units (“New Independent Living Units”). The Existing Independent Living Units and the New Independent Living Units are collectively defined as the “Independent Living Units”.

**Project Timeline**

The following table illustrates the anticipated timeline for construction completion and fill-up of the Project.

Obtain permanent financing	September 2021
Construction commences on the Project	September 2021
New Independent Living Units available for occupancy	September 2022
New Independent Living Units achieve stabilized occupancy of 93%	September 2023

Source: Management

See Independent Accountants' Compilation Report

## Management Agreement

The Corporation and the Manager have entered into a Management Agreement (the “Management Agreement”) renewable every five years. However, the Corporation or the Manager can terminate the Management Agreement without cause six months after formal notice is given. For purposes of the projection, Management assumes the Management Agreement shall renew and be in effect throughout the projection period.

Under the Management Agreement, the Manager is responsible for recruiting and employing the Executive Director; supervising the licensing, equipping, and staffing of the Community; preparing annual budgets; establishing and operating a system of financial controls for the Community including comparative analyses with other facilities; and overseeing the food service and quality accommodations provided by the Community. In addition, the Manager is expected to facilitate the Corporation’s use of the Life Care Services Leads Management System (“LMS”) for relevant marketing efforts, provide training for the Corporation’s marketing personnel, regularly monitor the occupancy level of the Community, make specific recommendations with regard to marketing procedures and promotions, and arrange for a regular review of the Community marketing program by the Manager’s marketing specialists.

For services provided under the Management Agreement, the Corporation is obligated to pay the Manager the following fees:

- a monthly management fee of 3.6 percent, 3.7 percent, 3.8 percent, 3.9 percent, and 4.0 percent of total gross operating revenue per month for fiscal years 2021, 2022, 2023, 2024, and 2025, respectively, (the “Base Management Fee”);
- a flat standard services fee to reimburse miscellaneous expenses incurred by the Manager of 0.53 percent, 0.52 percent, 0.51 percent, 0.50 percent, and 0.49 percent of total gross operating revenue per month for fiscal years 2021, 2022, 2023, 2024, and 2025, respectively, (the “Standard Services Fee”) and
- an incentive fee of 0.90 percent, 0.80 percent, 0.70 percent, 0.60 percent, and 0.50 percent of total gross operating revenue per month for fiscal years 2021, 2022, 2023, 2024, and 2025, respectively, (the “Incentive Fee”) if the following criteria are met: 1) Resident satisfaction survey with overall Community average satisfaction at the Manager’s top quartile; 2) employee turnover at 25 percent or less; 3) net operating income goal achieved; and 4) monthly occupancy goal achieved. The Incentive Fee is assumed to be earned and paid throughout the projection period.

The Base Management Fee, the Standard Services Fee, and the Incentive Fee are collectively defined as the “Management Fee”.

For purposes of the projection, Management assumes that the Management Fee shall approximate 5.0 percent of total gross operating revenue during the projection period.

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**COVID-19 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, national and global investment and financial markets have experienced substantial volatility attributed to COVID-19 concerns and associated economic impacts of the curtailment of public life described above. In December 2020, the U.S. Food and Drug Administration issued emergency use authorization of vaccines for prevention of COVID-19. Management has implemented a COVID-19 vaccine plan, with essentially all Residents and the majority of employees having been vaccinated.

During fiscal year 2020, the Corporation obtained approximately \$793,000 under the Paycheck Protection Program (“PPP”) from a participating bank created under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), as amended by the Paycheck Protection Program Flexibility Act of 2020 (the “Flexibility Act”). The PPP, a loan program administered by the Small Business Administration provides loans to qualifying businesses for the resources they need to maintain their payroll, hire back employees who may have been laid off, and cover applicable overhead. Additionally, loans originated under this program may be forgiven, in whole or in part, if certain criteria are met.

For purposes of the projection, Management assumes an increased level of personal protective equipment and other supplies with no additional impact of COVID-19 on operating revenues and expenses during the projection period.



**Summary of Financing**

Total financial requirements to complete the Project and refinance the Corporation's existing debt (the "Existing Debt") are assumed to approximate \$66,127,000 and assumed to be funded primarily through the issuance of approximately \$42,130,000 tax-exempt bonds (the "Series 2021A Bonds"), issued at a premium, and a bank loan of approximately \$20,095,000 (the "Entrance Fee Bank Loan"). Management has assumed the following sources and uses of funds in preparing the financial projection based on information provided by Herbert J. Sims & Co., Inc. (the "Underwriter").

**Table 3**  
**Sources and Uses of Funds**  
**(In Thousands)**

<b>Sources of Funds:</b>	
Series 2021A Bonds <sup>(1)</sup>	\$ 42,130
Entrance Fee Bank Loan <sup>(2)</sup>	20,095
Original Issue Premium <sup>(3)</sup>	3,902
<b>Total Sources of Funds</b>	<b>\$ 66,127</b>
<b>Uses of Funds:</b>	
Direct construction costs <sup>(4)</sup>	\$ 37,469
Marketing costs <sup>(5)</sup>	1,089
Design fees <sup>(6)</sup>	3,002
Furniture, fixtures, and equipment <sup>(7)</sup>	612
Miscellaneous costs <sup>(8)</sup>	1,113
Development Fee <sup>(9)</sup>	2,122
Contingency <sup>(10)</sup>	2,425
<b>Total Project related costs</b>	<b>\$ 47,832</b>
Repayment of Existing Debt <sup>(11)</sup>	11,456
Debt service reserve funds – Series 2021A Bonds <sup>(12)</sup>	2,454
Funded interest <sup>(13)</sup>	3,135
Cost of issuance <sup>(14)</sup>	1,250
<b>Total Uses of Funds</b>	<b>\$ 66,127</b>

Source: Management, the Developer (defined hereafter), and the Underwriter

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## Notes:

- (1) According to the Underwriter, \$42,130,000 of tax-exempt fixed rate Series 2021A Bonds, issued at a premium, are assumed to be issued for Project related costs and to refinance Existing Debt.
- (2) The Entrance Fee Bank Loan of approximately \$20,095,000 is anticipated to be repaid with initial Entrance Fees from the Project..
- (3) The Series 2021A Bonds are assumed to be purchased at an original issue premium from par value of approximately \$3,902,000.
- (4) Direct construction costs for the Project are assumed to approximate \$37,469,000.
- (5) Marketing costs are assumed to approximate \$1,089,000.
- (6) The design fees associated with the construction of the Project are estimated to approximate \$3,002,000.
- (7) Furniture, fixtures, and equipment costs are assumed to approximate \$612,000.
- (8) Miscellaneous costs are assumed to approximate \$1,113,000 and consists of legal fees, filing fees, impact fees, etc.
- (9) The Corporation and LCS Development LLC (the “Developer”) have entered into a development agreement under which the Developer shall provide development consulting services related to the Project. For its services, the Corporation shall pay the Developer a development fee of approximately \$2,122,000 (the “Development Fee”).
- (10) Management has included a Project contingency of approximately \$2,425,000.
- (11) Proceeds of the Series 2021A Bonds are assumed to repay \$11,456,000, including approximately \$52,000 of accrued interest, for the Existing Debt.
- (12) According to the Underwriter, a Debt Service Reserve Fund of \$2,454,000 is anticipated to be funded with proceeds of the Series 2021A Bonds.
- (13) Funded interest is assumed to approximate \$3,135,000, consisting of \$2,478,000 for the Series 2021A Bonds and \$657,000 for the Entrance Fee Bank Loan, respectively.
- (14) Cost of issuance for the Series 2021A Bonds and the Entrance Fee Bank Loan is assumed to approximate \$1,250,000.

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## Description of the Residency Agreement

To be accepted for admission to an Independent Living Unit, a prospective Resident must be at least 62 years of age (in the case of double occupancy, at least one of the prospective Residents must be 62 years of age or older) at the time residency is established, meet health qualifications to live independently at the Community and exhibit an ability meet their financial obligations as a Resident of the selected Independent living Unit.

### *Reservation Agreement*

To reserve an Independent Living Unit, a prospective Resident is required to execute a reservation agreement (the “Reservation Agreement”), provide self-disclosure of his or her and finances and place a deposit equal to 10 percent of the Entrance Fee (the “Entrance Fee Deposit”) on the selected Independent Living Unit. The remaining 90 percent of the Entrance Fee is due on or before the occupancy date of the Independent Living Unit (the “Occupancy Date”). The Reservation Agreement reserves the right of the prospective Resident to choose the selected Independent Living Unit (the “Residence”) and indicate his or her intent to execute a residence and services agreement (the “Residency Agreement”).

It is assumed that upon approval to collect reservation deposits for the New Independent Living Units, prospective Residents would sign a reservation agreement (the “Reservation Agreement”) and pay the applicable deposit amount (“Depositors”), which shall be held in an escrow account on behalf of Residents in accordance with North Carolina General Statute §58-64-35, earn market rate interest and is fully refundable, including the interest earned. Depositors for the New Independent Living Units would execute a Residency Agreement upon payment of the Entrance Fee at or prior to the Occupancy Date.

### *Residency Agreement*

The Residency Agreement is a contract under which the Corporation is obligated, upon payment by the Resident of an Entrance Fee and ongoing payments of the Monthly Fee, to provide certain services to the Resident of the Independent Living Unit. Payment of the Entrance Fee and Monthly Fee entitles the Resident to occupy the Residence and receive the following services and amenities:

- Continental breakfast plus lunch or dinner per day;
- Weekly housekeeping and flat linen service;
- Utilities, including air conditioning, heating, electricity, water, sewer, and trash disposal;
- Cable television, local and long-distance telephone service, and internet access;
- Building and grounds maintenance;
- Scheduled local transportation;
- 24-hour security and emergency response system;
- Storage;
- Planned social, educational, cultural, spiritual, and recreational activities;
- Use of the common areas; and
- Up to 30 annual days of care at the Davis Community or comparable healthcare facility.

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Plantation Village, Inc.

Certain services are available to Residents for an additional charge. These services include, but are not limited to additional meals (including guest meals); guest accommodations, beauty/barber shop services; personal laundry service; additional outpatient services and special services; and extended home care services.

*Entrance Fee Plan*

The Corporation offers three Entrance Fee plans under the Residency Agreement. The Entrance Fee options, and related amortization schedules are as follows:

Refund Options	Amortization Schedule
Traditional Plan (Non-Refundable)	If the Resident terminates the Residency Agreement prior to occupancy, the Resident is reimbursed the Entrance Fee, less a non-refundable fee. After occupancy, the Entrance Fee decreases two percent per month for 50 months.
50% Return-of-Capital Plan	If the Resident terminates the Residency Agreement prior to occupancy, the Resident is reimbursed the Entrance Fee, less a non-refundable fee. If the Resident terminates the Residency Agreement after occupancy, the Resident is reimbursed 50 percent of the Entrance Fee.
90% Return-of-Capital Plan	If the Resident terminates the Residency Agreement prior to occupancy, the Resident is reimbursed the Entrance Fee, less a non-refundable fee. If the Resident terminates the Residency Agreement after occupancy, the Resident is reimbursed 90 percent of the Entrance Fee.

Source: Management

The following table summarizes the assumed Entrance Fee Plans and Refund utilization.

**Table 4**  
**Utilization of Entrance Fee Options**

Contract Type	Existing Independent Living Units		New Independent Living Units	
	Number of Contracts	Percent of Contracts	Number of Depositors <sup>(1)</sup>	Percent of Depositors <sup>(2)</sup>
Traditional Contract (Non-Refundable)	12	5.5%	-	-
50% Return-of-Capital Contract	154	70.6%	6	35.3%
90% Return-of-Capital Contract	52	23.9%	11	64.7%
<b>Total Occupied</b>	<b>218</b>	<b>100.0%</b>	<b>17</b>	<b>100.0%</b>

Source: Management

(1) As of the date of this report, 17 New Independent Living Units were reserved by 17 depositors (the "Depositors").

(2) For purposes of the projection, Management has assumed 20 percent of the Residents of the New Independent Living Units would select the 50% Return-of-Capital Contract and 80 percent would select the 90% Return-of-Capital Contract.

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*Terminations Prior to Occupancy Date*

The Resident may terminate the Residency Agreement within thirty (30) days of execution of the Residency Agreement or the receipt of a Disclosure Statement that meets the requirements of N.C.G.S. § 58-64-20 (the "Rescission Period"). In the event of rescission, the Resident shall receive a refund of all monies transferred less (i) periodic charges specified in the Residency Agreement and applicable only to the period a Residence was actually occupied by the Resident and (ii) any non-standard costs specifically incurred by the Corporation at the Resident's request and described in the Residency Agreement or any amendment signed by the Resident. Any such refunds as described above will be paid by the Corporation within 30 days (or 60 days if the Resident has occupied a Residence) following the receipt of written notification of such termination.

The Resident may also voluntarily terminate the Residency Agreement after the Rescission Period and prior to the Occupancy Date upon 30-days written notice of such termination. Any such refund paid will equal the portion of the Entrance Fee paid by the Resident less (i) a non-refundable fee equal to \$2,500 and (ii) any costs specifically incurred by the Corporation at the Resident's request. Any such refunds as described above will be paid by the Corporation within 60 days following the receipt of written notification of such termination.

Following expiration of the Rescission Period and after the Occupancy Date, the Residency Agreement may be terminated at any time upon 120-days written notice of such termination. The amount of refund due would be the Entrance Fee paid, without interest, less (i) four percent of the Entrance Fee for the Return-of-Capital Plans and (ii) less two percent (2%) per month of occupancy until the refund amount is reached. Any such refund due would be made within sixty (60) days of termination if a new Entrance Fee for the same Independent Living Unit vacated by the Resident is paid.

*Health Care Benefit*

A Resident may be temporarily or permanently assigned to an Assisted Living Bed or Skilled Nursing Bed if the Resident is determined to need such care. Accommodations at shall be in a private one-bedroom suite or special care suite, depending on the level of care required by the Resident. If the Resident wishes to occupy a larger suite, the Resident shall be assessed the incremental fee for the larger unit.

The Corporation covers the charges for temporary assisted living or nursing care for up to 30 calendar days for each Resident each fiscal year (the "Health Care Benefit"). If there are two Residents under the Residency Agreement, the Community shall allow the Residents to combine the Health Care Benefit to be used by only one Resident. During such time, the Resident shall continue to pay the Monthly Fee for their Independent Living Unit (first and second person as applicable), the charges for additional meals per day not covered by the Monthly Fee, and the charges for any additional services and supplies incurred by the Resident.

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If the Resident utilizes more than the Health Care Benefit during a temporary stay, then they shall be responsible for paying the full daily rate charged by the Davis Community or another contracted facility, as well as the Monthly Fee for their Independent Living Unit (first and second person as applicable) and the charges for any additional services and supplies incurred by the Resident.

Once permanently assigned to Champions, Davis HCC, or another contracted facility, the Resident no longer qualifies for the Health Care Benefit and he or she shall be required to vacate and release the Independent Living Unit. Any unused Health Care Benefit days shall not be carried over to the next year. The Monthly Fee shall continue until removal of the Resident's personal property from the Independent Living Unit.

Once a Resident is permanently assigned to Champions, Davis HCC, or another contracted facility the Resident shall pay a monthly or a per diem charge to the assisted living or nursing facility in lieu of the Monthly Fee (the "HC Per Diem Charge"), in an amount equal to 75 percent of the monthly or daily semi-private pay rate then being charged.

In the case of couples, should only one Resident require permanent care at Champions, Davis HCC or another contracted facility, the other Resident would continue to occupy the Residence under the terms of the Residency Agreement and pay the first person Monthly Fee. The Resident at Champions, Davis HCC, or another contracted facility would pay the HC Per Diem Charge, plus the charges for any additional services and supplies.

**Summary of Significant Accounting Policies**

Basis of Accounting – The Corporation maintains its accounting and financial records according to the accrual basis of accounting.

Use of Estimates – The preparation of prospective financial statements in conformity with accounting principles generally accepted in the United States of America requires Management to make estimates and assumptions that affect the amounts reported in the prospective financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents – Cash and cash equivalents includes cash on hand, amounts on deposit in banks and highly liquid debt instruments with a maturity of 90 days or less when purchased, excluding amounts whose use is limited.

Restricted Cash – Restricted cash includes Resident deposits, advanced payments, and other Resident funds.

Assets Limited as to Use – Assets limited as to use represent funds required by the Corporation’s bond documents or other regulatory requirements to be held by a trustee (the “Trustee”) and include a statutory operating fund, various bond interest accounts, and a debt service reserve account. Management assumes no material changes in fair values that would result in material net realized or unrealized gains or losses during the projection period. North Carolina General Statute Section 58-64-33 requires CCRCs to maintain an operating reserve equal to 50 percent of the total budgeted operating expenses (adjusted for non-cash items) in a given year, or 25 percent of such total operating expenses (adjusted for non-cash items) if independent living units and assisted living Units occupancy exceeds 90 percent.

Accounts Receivable – The Corporation considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made. Generally, no finance charges are assessed on trade receivables.

Property and Equipment – Property and equipment are stated at cost less accumulated depreciation. Donated property is recorded at its estimated fair value at the time of receipt. Depreciation is computed using the straight-line method based on the following estimated useful lives:

Land improvements	20 years
Buildings	20 to 40 years
Furniture and equipment	5 to 10 years

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Deferred Financing Costs – Costs associated with the issuance of debt is capitalized and amortized over the expected life of the debt instrument using the effective interest method. Debt issuance costs are netted against the related debt on the projected balance sheet and the amortization is included in interest expense on the projected statement of operations.

See Independent Accountants’ Compilation Report

Refundable Fees – Refundable Entrance Fees related to Residents who have been permanently assigned to a skilled nursing or assisted living facility are classified as noncurrent liabilities due to the indeterminable timing of the ultimate payment.

Deferred Revenue from Entrance Fees – The non-refundable portion of Entrance Fees paid by a Resident upon entering into a Residency Agreement are recorded as deferred revenue and amortized into income using the straight-line method over the estimated remaining life expectancy of the Resident, adjusted on an annual basis. The estimated amount of the contractual refund obligations that are expected to be refunded in a subsequent year are classified as a current liability on the balance sheet.

Refundable Entrance Fees – Resident refunds payable include estimated Entrance Fee refunds due to Residents that have the 50 percent refundable Return-of-Capital Plan and the 90 percent refundable Return-of-Capital Plan. The Corporation’s contracts stipulate that the Entrance Fee is refundable within 30 days after the Resident’s Independent Living Unit is reserved by a new Resident and such new Resident has paid the full amount of the Entrance Fee.

Resident Deposits – Potential Residents sign a nonbinding reservation agreement with the Corporation and pay a deposit (the “Deposit”). The Deposits from Residents are kept in an escrow account in the Resident’s name. Any interest earnings accumulate to the benefit of the various Residents.

Net Assets – The Corporation conforms to the requirements of generally accepted accounting principles for external reporting by non-profit organizations and requires these resources be classified for accounting and reporting purposes into two net asset categories. The Corporation classifies its net assets for accounting and reporting purposes as Net Assets without Donor Restriction or Net Assets with Donor Restriction:

- *Net Assets without Donor Restriction* – resources of the Corporation that are not restricted by donors or grantors as to use or purpose. These resources include amounts generated from operations, undesignated gifts, and the investment in property and equipment.
- *Net assets with donor restriction* - resources that carry a donor-imposed restriction that stipulates that donated assets be maintained in perpetuity, but may permit the Corporation to use or expend part or all of the income derived from the donated assets.

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Income Taxes – The Corporation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue code; accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes. For purposes of the projection, the Corporation has assumed no material unrecognized tax benefits or obligations during the projection period.

Obligation to Provide Future Services to Residents – The Corporation enters into continuing care contracts with various Residents. A continuing-care contract is an agreement between a Resident and the Corporation specifying the services and facilities to be provided to a Resident over his or her remaining life. Under the Residency Agreements, the Corporation has the ability to increase fees as deemed necessary.

The Corporation calculates annually the present value of the net cost of future services and the use of facilities to be provided to current Residents and compares that amount with the balance of deferred revenue from advance fees. If the present value of the net cost of future services and the use of the facilities exceeds the deferred revenue from advance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. For purposes of the projection, Management has assumed no future service obligation liability.

**Summary of Revenue and Entrance Fee Assumptions***Independent Living Unit Revenue*

Service fee revenue for Residents living in the Independent Living Units is based upon the assumed occupancy and the Monthly Fee of the respective units. The Independent Living Unit Monthly Fees are assumed to increase 3.0 percent annually during the projection period.

The Existing Independent Living Units are assumed to achieve a 93.5 percent occupancy level by fiscal year 2023 and remain at that level throughout the projection period. The New Independent Living Units are assumed to achieve a 93.2 percent occupancy level in September 2023 and remain at that level throughout the projection period. The following table summarizes the assumed utilization of the Existing Independent Living Units and the New Independent Living Units during the projection period:

Years Ended December 31,	Existing Independent Living Units			New Independent Living Units			Total ILU Occupancy
	Average Units Occupied	Average Units Available	Average Occupancy	Average Units Occupied	Average Units Available	Average Occupancy	
<i>Historical:</i>							
2018	232.0	246.0	94.3%	-	-	-	94.3%
2019	231.9	246.0	94.3%	-	-	-	94.3%
2020	226.3	245.7	92.1%	-	-	-	92.1%
<i>Projected:</i>							
2021 <sup>(1)</sup>	225.0	245.0	91.8%	-	-	-	91.8%
2022 <sup>(2)</sup>	227.0	245.0	92.7%	3.2	44.0	7.2%	79.6%
2023	229.0	245.0	93.5%	34.4	44.0	78.1%	91.1%
2024	229.0	245.0	93.5%	41.0	44.0	93.2%	93.4%
2025	229.0	245.0	93.5%	41.0	44.0	93.2%	93.4%

Source: Management

- (1) Average occupancy for the Existing Independent Living Units as of May 2021 was 216 units occupied, or 88 percent.
- (2) The 44 New Independent Living Units are assumed to be available for occupancy in September 2022 and fill to an approximately 93 percent occupancy level over a 13-month period at an average of 3.2 move-ins per month.

Management assumes the double occupancy percentage for the Existing Independent Living Units and the New Independent Living Units to approximate 30.0 percent and 45.0 percent, respectively, throughout the projection period.

See Independent Accountants' Compilation Report

*New Independent Living Monthly Unit Move-in Schedule*

Residents are assumed to begin moving into the New Independent Living Units in September 2022. The assumed monthly move-in pattern (net of move-outs) is summarized below.

**Table 6**  
**Fill-Up Schedule – New Independent Living Units**  
**(Net Move-ins)**

Fiscal Year/Month	New Independent Living Units	Cumulative Occupancy Total	Cumulative Occupancy Percentage <sup>(1)</sup>
<b>2022</b>			
September	5.0	5.0	11.4%
October	5.0	10.0	22.7%
November	4.0	14.0	31.8%
December	4.0	18.0	40.9%
<b>2023</b>			
January	4.0	22.0	50.0%
February	4.0	26.0	59.1%
March	3.0	29.0	65.9%
April	3.0	32.0	72.7%
May	3.0	35.0	79.5%
June	2.0	37.0	84.1%
July	2.0	39.0	88.6%
August	1.0	40.0	90.9%
September	1.0	41.0	93.2%
<b>Total</b>	<b>41.0</b>	<b>44.0</b>	<b>93.2%</b>

Source: Management

(1) The cumulative occupancy is based on 44 Independent Living Units.

*Assisted Living Beds and Skilled Nursing Beds Revenue*

Assisted Living Beds and Skilled Nursing Beds revenue is derived from gross Champions Monthly Fees and Davis HCC Daily Fees charged to the Community by the Davis Community, adjusted for the Resident's HC Per Diem Charge, plus the charges for any additional services and supplies. Residency Agreements set fees for Assisted Living Beds and Skilled Nursing Beds paid by the Residents equal to 75 percent of the Champions Monthly Fee or the Davis HCC Daily Fee. Champions Monthly Fees and Davis HCC Daily Fees are assumed to increase 4.0 percent beginning January 1, 2022 and annually thereafter.

See Independent Accountants' Compilation Report

*Assisted Living Beds and Skilled Nursing Beds Utilization*

The following table summarizes the historical and projected utilization of Assisted Living Beds and Skilled Nursing Beds at Champions and Davis HCC, respectively, by Residents of the Community.

**Table 7**  
**Utilization of Assisted Living Beds and Skilled Nursing Beds at the Davis Community**

Years ended December 31,	Average Assisted Living Beds	Average Skilled Nursing Beds	Total
Historical:			
2018	23.8	20.0	43.8
2019	28.8	17.4	46.2
2020	25.6	14.2	39.8
Projected:			
2021	28.0	18.5	46.5
2022	28.0	18.5	46.5
2023	28.0	18.5	46.5
2024	28.0	18.5	46.5
2025	28.0	18.5	46.5

Source: Management

*Resident Care Center*

Certain routine outpatient services are included in the Monthly Fee. However, special services such as injections and medication management are governed by North Carolina regulations and are subject to an additional charge. Delivery service from several pharmacies to the Resident Care Center is provided for the Residents' convenience. Other Resident Care Center services are available for an extra charge.

*Other Revenue*

Management assumes meal revenue and other miscellaneous revenue to increase approximately 3.0 percent annually throughout the projection period.

*Investment Income*

Interest earnings are assumed to approximate 1.25 percent annually throughout the projection period on the Corporation's cash and investments, Debt Service Reserve Fund, Statutory Operating Reserve Fund, and funds restricted by the board of directors.

*Entrance Fees*

The assumed number of Existing Independent Living Units and New Independent Living Units becoming available due to Resident turnover, the double occupancy rate, the number of annual Resident Entrance Fee refunds, and the movement of Existing and New Independent Living Unit Residents into the Assisted Living Units or Skilled Nursing Beds due to death, withdrawal or transfer are provided by Management.

Initial New Independent Living Units Entrance Fees are assumed to remain constant during the projection period, while New Independent Living Units Entrance Fees collected from attrition are assumed to increase 3.0 percent annually throughout the projection period. The following table presents the assumed initial and attrition Entrance Fees received and the total Entrance Fees refunded.

	2021	2022	2023	2024	2025
<b><i>Number of Entrance Fees Received</i></b>					
New Independent Living Units – Initial <sup>(1)</sup>	-	18.0	26.0	-	-
Existing Independent Living Units – Attrition	21.0	25.3	28.9	28.9	28.9
New Independent Living Units – Attrition	-	-	-	1.8	2.6
<b>Total Number of Entrance Fees Received</b>	21.0	43.3	54.9	30.7	31.5
<b><i>Entrance Fees Received</i></b>					
New Independent Living Units – Initial	\$ -	\$ 9,136	\$ 13,196	\$ -	\$ -
Existing Independent Living Units – Attrition	5,005	5,955	7,068	7,244	7,425
New Independent Living Units – Attrition	-	-	-	1,021	1,495
<b>Total Entrance Fees Received</b>	\$ 5,005	\$ 15,091	\$ 20,264	\$ 8,265	\$ 8,920
Total Entrance Fees Refunded	(3,204)	(3,480)	(3,600)	(4,296)	(4,638)
<b>Entrance Fees Received, Net of Refunds</b>	\$ 1,801	\$ 11,611	\$ 16,664	\$ 3,969	\$ 4,282

Source: Management

- (1) For purposes of the projection, Management assumes initial Entrance Fees are received on all 44 New Independent Living Units. Due to vacancies and attrition, Management assumes an average stable occupancy for the New Independent Living Units of 93.2 percent.

See Independent Accountants' Compilation Report

**Summary of Operating Expense Assumptions**

Management assumes salary related expenses to increase approximately 3.0 percent annually throughout the projection period. Employee benefits consisting of payroll taxes, insurance, and other costs for the Corporation's employees is assumed to approximate 19 percent of salaries during the projection period.

**Table 9**  
**Schedule of Assumed Staffing Levels (FTEs) (2025)**

<b>Department</b>	<b>Existing</b>	<b>Project</b>	<b>Total</b>
Administration and general	10.9	-	10.9
Activities	4.8	1.1	5.9
Clinic	8.5	-	8.5
Laundry and housekeeping	22.5	6.8	29.3
Home health	15.2	-	15.2
Dietary	33.9	10.4	44.3
Facilities	10.9	1.0	11.9
<b>Total FTE's</b>	<b>106.7</b>	<b>19.3</b>	<b>126.0</b>

Source: Management

The rate paid to the Davis Community for Residents assigned to the Assisted Living Beds at Champions and the Skilled Nursing Beds at Davis HCC is assumed to increase 4.0 percent annually throughout the projection period.

Other non-salary operating expenses are assumed to include ongoing marketing costs, raw food costs, utilities, supplies, maintenance, and security contracts, building and general liability insurance, legal and accounting fees, and other miscellaneous expenses and are assumed to increase 3.0 percent annually throughout the projection period.

See Independent Accountants' Compilation Report

**Assets Limited as to Use**

Assets limited as to use represents funds required by the Corporation's debt documents to be held by a trustee, statutory required funds, and board of directors designated funds. Amounts required to meet current liabilities of the Corporation have been classified as current assets in the balance sheet.

- (1) Bond Fund-Series 2021A Bonds, to contain the bond principal and interest payments to be used for payment of debt service on the Series 2021A Bonds.
- (2) Project Fund assumed to be funded with proceeds of the Series 2021A Bonds to be used to pay construction costs to complete the Project.
- (3) Entrance Fee Fund assumed to be funded with initial New Independent Living Units Entrance Fees and to be released for the repayment of the Entrance Fee Bank Loan.
- (4) Funded Interest Account assumed to be funded with proceeds from the Series 2021A Bonds to be used to pay interest on the Series 2021A Bonds for 24 months.
- (5) Debt Service Reserve Fund-Series 2021A Bonds, assumed to be funded from proceeds of the Series 2021A Bonds.
- (6) Board designated asset replacement funds are restricted by the board of directors and are designated for the replacement of Community assets.
- (7) Board designated investments are restricted by the board of directors and are designated to refund advance fees.
- (8) Resident trust fund consists of restricted cash held for Residents.
- (9) Designated for Statutory Operating Reserve Fund, required by the North Carolina General Statute Section 58-64-33 maintain an operating reserve equal to 50 percent of the total operating expenses (adjusted for non-cash items) in a given year, or 25 percent of such total operating expenses (adjusted for non-cash items) if the Community's occupancy exceeds 90 percent. The Statutory Operating Reserve Fund requirement as of December 31, 2020 was approximately \$3,460,000.
- (10) Resident deposits consist of resident funds and deposits of advance payments to the Community.

See Independent Accountants' Compilation Report

**Property and Equipment and Depreciation Expense**

The Corporation is to incur routine capital additions during the projection period that are to be capitalized as property and equipment. Depreciation expense for all capital assets is computed based on the straight-line method for buildings and equipment over estimated average useful lives of 3 to 20 years, respectively. The Corporation's property and equipment costs, during the projection period are summarized in the table below.

**Table 10**  
**Schedule of Property and Equipment**  
**(In Thousands)**

Years Ended March 31,	2021	2022	2023	2024	2025
Beginning balance	\$ 74,245	\$ 86,622	\$124,932	\$126,482	\$128,103
Project costs	10,357	34,895	-	-	-
Capitalized interest, net	559	1,910	-	-	-
Routine capital additions	1,461	1,505	1,550	1,621	1,684
Property and equipment, gross	\$ 86,622	\$124,932	\$126,482	\$128,103	\$129,787
Accumulated depreciation	(34,224)	(36,865)	(40,708)	(44,659)	(48,664)
Property and equipment, Ending balance, net	\$ 52,398	\$ 88,067	\$ 85,774	\$ 83,444	\$ 81,123

Source: Management

**Long-Term Debt and Interest Expense***Existing Debt*

As of December 31, 2020, approximately \$11,471,000 of the Existing Debt was related to two bank loans of approximately \$7,816,000 and 3,654,000, respectively, with an average interest rate of 3.09 percent and 1.10 percent above LIBOR (1.22 percent at December 31, 2020), respectively, was outstanding. The Existing Debt is payable in monthly installments, including principal and interest. The Existing Debt is assumed to be repaid with proceeds from the Series 2021A Bonds in September 2021.

*Series 2021A Bonds*

The Series 2021A Bonds are assumed to consist of \$42,130,000 of tax-exempt fixed rate bonds, issued at a premium, with an average interest rate of 4.00 percent per annum. Interest on the Series 2021A Bonds is assumed to be payable semi-annually on April 1 and October 1 of each year beginning October 1, 2021. Principal on the Series 2021A Bonds is assumed to be payable annually commencing April 1, 2022.

See Independent Accountants' Compilation Report



*Entrance Fee Bank Loan*

The Entrance Fee Bank Loan of \$20,095,000 is assumed to have an average interest rate of 3.0 percent per annum, Interest on the Entrance Fee Bank Loan is assumed to be payable monthly beginning October 1, 2021. Principal on the Entrance Fee Bank Loan is assumed to be repaid with initial New Independent Living Unit Entrance Fees in October 2023 and January 2024.

The following table presents the projected debt service for the Existing Debt, the Series 2021A Bonds, and the Entrance Fee Bank Loan.

**Table 11**  
**Principal and Interest Payments – Existing Debt, Series 2021A Bonds and Entrance Fee Bank Loan**  
**(In Thousands)**

Years Ending December 31,	<u>Existing Debt</u>		<u>Series 2021A Bonds</u>		<u>Entrance Fee Bank Loan</u>		Total Debt Service
	Principal Payment	Interest Payment	Principal Payment	Interest Payment	Principal Payment	Interest Payment	
2021	\$ 11,471	\$ 295	\$ -	\$ 139	\$ -	\$ 3	\$ 11,908
2022	-	-	455	1,658	-	208	2,321
2023	-	-	800	1,636	17,760	508	20,704
2024	-	-	830	1,608	2,335	6	4,779
2025	-	-	860	1,578	-	-	2,438
Thereafter	-	-	39,185	23,768	-	-	62,953
<b>Total</b>	<b>\$ 11,471</b>	<b>\$ 295</b>	<b>\$ 42,130</b>	<b>\$ 30,387</b>	<b>\$ 20,095</b>	<b>\$ 725</b>	<b>\$ 105,103</b>

Source: Management and the Underwriter

**Current Assets and Current Liabilities**

Operating revenue, as used below, includes resident service fees, home health, and other revenues and excludes Assisted Living Beds and Skilled Nursing Beds service fees. Operating expenses exclude amortization, depreciation, and interest expense. Management has assumed the following working capital components based on the Corporation's historical trends:

**Table 12**  
**Working Capital – Days on Hand**

Accounts receivables, net	7 days of operating revenues
Prepaid expenses and other current assets	15 days of operating expenses
Accounts payable	20 days of operating expenses
Accrued expenses and other current liabilities	17 days of operating expenses

Source: Management

See Independent Accountants' Compilation Report

## **Exhibit H**

### **Charges for Additional Services**

Cost of a **Resident** Meal:  
 Breakfast \$7.00  
 Lunch/ Dinner \$7.00  
 Legacy Resident \$14.00

Cost of a **Guest** Meal:  
 Breakfast \$8.00  
 Lunch/Dinner \$16.00  
 Children's Menu \$7.50

**One meal consists of one of each: Soup, Salad, Entree, Dessert, Beverage. There is a charge for any additional items; please see your server for details.**

### Alcoholic Beverages

Beer - Bottled/Draft	\$3.00
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Wine-House	\$4.00 / 6oz	\$6.00/long pour
Wine - Premium	\$5.00 / 6oz	\$7.00/long pour

Tier 1 Liquor	Tier 2 Liquor	Tier 3 Liquor
\$4.00	\$5.50	\$6.50

### Miscellaneous Charges

Mini Brown Bread	\$2.00
Cookies	\$0.50
Birthday Cake (Round)	\$15.00
1/2 Sheet Cake	\$25.00
Full Sheet Cake	\$35.00

**Server/Bartender resident requested events: \$18/hour per associate**

Last Updated January 2017

# Work Orders

MAINTENANCE/LANDSCAPING  
VALET & TRANSPORTATION  
**910-772-3160**

8:30 am & 4:00pm - Monday- Friday

- Emergencies will take precedence
- If an emergency is encountered after normal business hours please call the Resident Care Center at 772-3124 or Security at 228-4118

**Non- Routine Maintenance and Environmental Services:**

\$18.00 per hour

## Keys/ Remote Openers/ Medical Alert

Keys	Openers	Medical Alert Pendant/Bracelet
Front Door - \$30 Change Cylinder - \$150	Gate - \$50	\$150
Mail Box - \$10	Garage Door - \$70	

# Plantation Village Home Care—Services

## Mileage Costs

Mileage (Federal Rate)	\$0.58/mile
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Billable Nursing Assistant Time:	Daily Rate	Holiday Rate
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CNA: FLAT FEE	\$21.50/hour	\$43/hour
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## Nurse Medication Management with CNA Reminder:

Box filled every week	\$250.00/month
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Box filled every week with 1/day reminder by CNA	\$300.00/month
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Box filled every week with 2/day reminder by CNA	\$350.00/month
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Box filled every week with 3/day reminder by CNA	\$400.00/month
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Box filled every week with 4/day reminder by CNA	\$450.00/month
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## Laundry Services

Personal laundry service is available to you for an additional charge. Place the laundry bag outside your front door by 9:30am on the day designated for laundry. Finished laundry will be returned to your door the following day. Laundry bags can be purchased at Wal-Mart, Target, Big Lots, etc.

Wash & press man's shirt	\$2.25
Wash & press blouse	\$2.25
Wash & press slacks/trousers	\$1.75
Wash & press dress	\$2.75
Wash & fold t-shirt	\$0.75
Wash & fold socks	\$0.25
Wash & fold underwear	\$0.50
Press only- pants	\$1.00
Press only- dress	\$1.50
Press only blouse & shirt	\$1.50
Pajamas	\$1.00
Handkerchief	\$0.25

**Salon 1200:**

**Salon 1200** is located in the Wellness Center. **Please call 772-3122 to schedule an appointment.** Salon 1200 is managed by Angie Pruitt, Coastal Hair Design.

Hours: Tuesday-Wednesday-Thursday 9am-3pm / Friday 9am-1pm

**Men**

Haircut	\$15.00
Cut & Shampoo Package	\$23.00
Beard and Neck Trim	\$8.00

**Women**

Haircut	\$20.00
Shampoo, Blow Dry, Style	\$22.00
Shampoo, Hair Cut, Style	\$35.00
Deep Condition	\$10.00
Updo's	\$35.00 (start at)

**Chemicals**

Color	\$52.00
Color, Cut, Style	\$65.00
Partial Highlights	\$55.00
Partial Lowlights, Cut, Style	\$67.00
Full Highlights	\$67.00
Full Highlights, Cut, Style	\$75.00
Full Highlights and Lowlights	\$75.00
Highlights, Lowlights, Cut, Style	\$87.00
Permanents	\$65.00

**Waxing Services**

Eyebrow Shaping	\$12.00
Chin or Lip	\$10.00

**Nail Care**

Manicure	\$24.00
Spa Manicure	\$28.00
Pedicure	\$35.00
Spa Pedicure	\$55.00

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**Valet Services:**

\$9.00 minimum cost      \$18.00 per hour

**Valet Services:**

Standby - \$18.00 per hour

Driving - \$25 per hour

- In- town driving – Special arrangements can be made for personal trips. The time charged is calculated from the time of pick up at Plantation Village, to the time of return to Plantation Village; whether accompanied by the resident or not.
- Out-of-town driving - This service is limited to trips within 175 miles of Wilmington and subject to limited availability of drivers. Arrangements for drivers for out-of-town trips or airport drop-offs & pick-ups should be made as soon as possible after you have made reservations or appointments.
- Transportation to Wilmington International Airport (ILM) – Transportation to and from ILM is free of charge for residents when it occurs between 6:00am-6:00pm Monday through Friday, and it must be scheduled 2 weeks in advance.

**Driving after hours & weekends:**

Monday – Thursday: 6:00pm to 6:00am

Friday: 6:00pm – Monday 6:00am

\$56.00 / per hour (2 hour minimum)

**Reservation Process:**

- Call the Dispatcher (772-3160) between the hours of 8:30am - 4:00pm; Monday - Friday. Please give a 48 hour notice when scheduling your appointment.
- Taxi Service - Plantation Village has set up accounts with 2 local cab companies; Lett's Taxi Service (343-3335) & Port City Taxi (762-1165). When calling for service, tell them you are a Plantation Village resident & give them your address. Plantation Village is billed for your trip, & you will be billed on your monthly statement. Tipping is allowed.

**Emergency transportation - call the Resident Care Center (772-3124) Activity Transportation - See the Leisure Services Director.**

**Guest Accommodations**



Studio - \$90.00/night(unit subject to change)

- 1 Queen bed, 1 Full-size pull out couch, 1 bathroom, full kitchen

Guest Accommodations have been upgraded with new furnishings

- Residents may reserve our furnished studio apartment for up to 7 consecutive nights.
- Reservations are to be made in person with the receptionist; and can be made 90 days in advance of desired date. If you or your guests have not filled out the Guest Reservation form, please do so at the receptionist desk.
- A pet is allowed in the guest apartment with a onetime fee of \$50.00, and the resident must complete the Guest Pet Policy Agreement.

The charges for the guest room will appear on the resident's monthly bill. Guests may check in and pick up the key at the Hospitality Desk from 3:00pm to 4:30pm or in the Resident Care Center if the Hospitality Desk is closed. When departing, return the key to the Hospitality Desk by 11:00am so we can prepare the room for the next guest.

Last Updated July 2019