



Piedmont
Crossing
EveryAge Senior Living

Disclosure Statement

March 1, 2022

In accordance with Chapter 58, Article 64 of the North Carolina General Statutes of the State of North Carolina:

- ◇ This disclosure statement may be delivered until revised, but not after July 29, 2023.
- ◇ This disclosure statement is required by North Carolina law to be delivered to a prospective resident prior to execution of a Residency Agreement.
- ◇ This disclosure statement has not been approved by any government agency or representative to ensure accuracy or completeness of the information set out.

EveryAge, d/b/a Piedmont Crossing
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Section I: **Organization Introduction and Information**

Corporation Statement

EveryAge “the Corporation,” formerly known as United Church Homes and Services, is a North Carolina nonprofit corporation that was organized in 1961 for the purpose of developing and managing housing, retirement communities and program of outreach across the geographic boundaries of the southern Conference of The United Church of Christ (The “Southern Conference”). In connection with celebrating its 50th Anniversary, the Corporation announced its new name, EveryAge with a promise of a “new design, a new name, a new beginning. Same great mission.”

The Corporation is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. In the event that the Corporation is assessed sales or use tax on Monthly and/or Daily Fees and/or fees for other services, the Resident will be responsible for all such taxes.

A volunteer Board of Directors governs the Corporation. The Conference Minister of the Southern Conference, with offices in Burlington, North Carolina, serves as an ex-officio member of the Board with voice but no vote. The Corporation is a member of the American Health Care Association, North Carolina Health Care Facilities Association, LeadingAge, LeadingAge North Carolina and the Council for Health and Human Service Ministries of United Church of Christ.

The Corporation is a not-for-profit organization that owns and/or manages continuing care retirement communities in Newton (Abernethy Laurels), Thomasville (Piedmont Crossing), North Carolina, and Suffolk (Lake Prince Woods), Virginia, which consist of residential living, adult care (assisted living) and skilled nursing levels of living. The home office of the Corporation is located at 100 Leonard Avenue, Newton, North Carolina, Catawba County 28658. The Corporation employs a President and Chief Executive Officer who is authorized to have full executive power to carry out the policies and directives of the Board of Directors on a day-to-day basis. Each continuing care retirement community (Abernethy Laurels, Piedmont Crossing and Lake Prince Woods,) has an Executive Director employed and authorized to carry on the day-to-day operations of their respective campus. EveryAge also provides management services for Carolina SeniorCare and Elderhaus, Inc., PACE (Program of All-inclusive Care for the Elderly) centers located in Lexington, North Carolina and Wilmington, North Carolina, respectively.

Lake Prince At Home, LLC, (herein referred to as LPAH) a limited liability company, organized under the laws of the State of North Carolina, was formed upon the issuance of its articles of organization by the North Carolina Department of the Secretary of State on October 16, 2017. LPAH also registered for authorization to do business in the Commonwealth of Virginia, through the State Corporation Commission, on November 28, 2017. LPAH’s sole member is Lake Prince Center, Inc. LPAH was formed for the purpose of developing a Medicare-certified home health and hospice company. LPAH obtained its Home Care Organizational License from the Virginia Department of Health Office of Licensure and Certification, effective August 1, 2018, and Medicare Certification, effective April 25, 2019.

In order to protect the health and safety of all residents, management retains the authority to evacuate and relocate residents upon threat of disasters. In cooperation with local emergency management agencies, Piedmont Crossing maintains a current evacuation plan to be implemented upon threat of pending disasters including, but not limited to, hurricanes or floods, warnings of the movement of airborne hazardous materials due to transportation accidents, or the recognition of unstable conditions at nuclear power plants. All residents must fully cooperate with evacuation plans when the order to evacuate has been issued by management. If any resident fails to cooperate with evacuation plans, management will take the necessary actions including assistance from law enforcement and emergency management agencies to remove the resident from Piedmont Crossing and transport to another location. No waivers of responsibility will entitle a resident to remain at the Community following an order for emergency evacuation.

The Corporation provides various administrative, accounting and management services, and in most cases sponsorship and start-up funding, for the following entities:

- ◆ Carolina SeniorCare
- ◆ Elderhaus, Inc.
- ◆ Lake Prince Center, Inc., d.b.a. (“Lake Prince Woods”)
- ◆ Lake Prince At Home, LLC
- ◆ EveryAge Foundation (“Foundation”)

Under the principles of consolidation as set forth by accounting principles generally accepted in the United States of America, the financial statements of Carolina SeniorCare, Lake Prince Woods, Lake Prince At Home, and the Foundation are consolidated with the Corporation’s financial statements. Neither the Southern Conference of the United Church of Christ nor any other unit of the United Church of Christ is responsible for financial obligations of the Corporation.

Our Mission

A Christian Ministry providing vibrant living, diverse programs of outreach and compassionate services.

Our Vision

Enriching lives by providing the right services at the right time, in the right setting.

Our Values

- ❖ **Compassion**..... we treat all individuals with understanding, care, and respect
- ❖ **Innovation**..... we are continually changing in order to meet new needs
- ❖ **Integrity**..... we are honest, accountable, and transparent in our services, communications, and the fulfillment of our mission
- ❖ **People** we are committed to hiring and investing in dedicated, passionate people
- ❖ **Quality**..... we strive to provide excellent service surpassing ordinary standards and expectations
- ❖ **Value** we aim to be the provider of choice making services accessible to as many as possible

The Board of Directors of EveryAge

The Board of Directors of EveryAge is comprised of the following members:

BOARD MEMBERS	TELEPHONE NUMBER	TERM EXPIRES
Brenda C. Eckard ❖ 2904 Bethany Church Road Claremont, NC 28610	828.464.2727	2022 3 rd Term Board Secretary
Parker D. Howell, III ❖ Post Office Box 2278 Suffolk, VA 23432	757.255.4721 757.620.9264 (M)	2022 3 rd Term Board Chairperson
Randall L. Orwig Post Office Box 625 Elon, NC 27244	336.584.0391 (B) 336.214.1304 (M)	2022 3 rd Term
Gene Hamilton 201 7 th Street, NE Conover, NC 28613	828.612.7601	2022 1 st Term Retired Businessman
Kelsey McCleave 3630 Enduring Freedom Drive Raleigh NC 27610	828.218.4285 919.642.6935 (B)	2023 3 rd Term
Anthony J. Branch 2737 NE 1st Street Pompano Beach, FL 33062	704.467.5851 (M) 704.655.2343 (B)	2023 2 nd Term
Hunter March 908 West Washington Street Suffolk, VA 23434	336.225.8868	2023 2 nd Term
Lawrence Bolick 329 Summit Avenue, Apt. A Salisbury, NC 28144	828.612.8146	2023 1 st Term
Jeffrey S. Gilliam 3799 Love Road Claremont, NC 28610	704.682.8897 (M) 828.241.5152 (H)	2023 1 st Term
Cory S. Tobin 3993 2B Clubhouse Court High Point, NC 27265	336.905.0203	2023 1 st Term
Brad Thie ❖ 53 Pineland Street Chapel Hill, NC 27516	828.234.3389 (M)	2021 2 nd Term Board Vice Chairperson

BOARD MEMBERS	TELEPHONE NUMBER	TERM EXPIRES
Eddie Beard 810 Fairgrove Church Road Hickory, NC 28602	828.326.3800 (B)	2021 1 st Term
Kathy H. Wood ❖ 31 First Avenue Hickory, NC 28602	828.244.5578 (M)	2021 1 st Term Member At Large
Gregory M. Alcorn c/o GCS Agents 118-B South Main Street Salisbury, NC 28144	704.647.9621 (B) (704.232.2354 (M))	2024 1 st Term
Julius W. Abernethy, IV * 3781 Dockside Lane Sherrill's Ford, NC 28673	828.461.8701	Abernethy Laurels Advisory Council Chairperson
Terri Fisher * 159 Myrtle Drive Thomasville, NC 27360	336.472.7217	Piedmont Crossing Advisory Council Chairperson
Margie Wiley * 1889 Governor's Point Drive, Suite A Suffolk, VA 23436	757.529.2617 757.809.2130	Lake Prince Woods Advisory Council Chairperson
Linda Morris ❖ 201 Parkmont Drive Greensboro, NC 27408	336.545.7866 336.541.2838 (M)	Past Board Chairperson
Edward Davis * 252-B West Fifth Street Burlington, NC 27215	336.343.4066	Southern Conference Minister United Church of Christ

❖ *Indicates Member of Executive Committee*

* Ex-Officio *By virtue of office:*

Past Board Chairperson (voice and vote)

Advisory Council Chairperson(s) (voice and vote)

Southern Conference Minister (voice, no vote)

President and CEO of EveryAge (voice, no vote)

Executive Assistant/ Assistant Secretary of the Corporation (voice, no vote)

Home Office Administration

Lee B. Syria, President and Chief Executive Officer

- ◆ Was named President and CEO of EveryAge, effective October 1, 2012, and worked as Interim President and CEO from February 28 through September 30, 2012. Previously served as Senior Vice President of Operations for EveryAge since July 2008.
- ◆ Was previously employed with EveryAge as Vice President of Human Resources, beginning October 2003, and served as Director of Human Resources with EveryAge three years prior to her promotion from the position of Personnel Manager of Abernethy Laurels (EveryAge), beginning June 1997.
- ◆ Was named as a certified Consecrated Diakonal Minister through the Council for Health and Human Service Ministries in 2008.
- ◆ Has been a licensed Nursing Home Administrator (NHA) since 2006 and holds an NHA license in the State of North Carolina and in the Commonwealth of Virginia.
- ◆ Earned a Master's degree in Business Administration from Gardner-Webb University and a Bachelor of Science degree in Business Administration (Healthcare Management) from Appalachian State University.

Aimee N. Reimann, Chief Operating Officer

- ◆ Has worked as Chief Operating Officer since June 1, 2013.
- ◆ Was previously employed by EveryAge as the Vice President of Home and Community Based Services from April 2011 to June 2013.
- ◆ Was previously employed as Executive Director of Abernethy Laurels, beginning in January 2008.
- ◆ Was previously employed as Administrator of Lutheran Home in Winston-Salem, North Carolina.
- ◆ Has been a licensed Nursing Home Administrator since 2004 and holds an NHA license in the State of North Carolina and the Commonwealth of Virginia.
- ◆ Has experience in various aspects of management since 1998.
- ◆ Earned a Bachelor of Arts degree in Nutrition from Indiana University of Pennsylvania.
- ◆ Holds a Fellows designation from the LeadingAge Leadership Academy.

John B. White, Chief Financial Officer

- ◆ Employed by EveryAge since May of 2020 and appointed as Chief Financial Officer effective June 12, 2020.
- ◆ Previously served for 15 years as Treasurer of The Ohio Masonic Home and President of The Masonic Financial Assistance Corp., a multi-site senior living provider headquartered in Springfield, Ohio.
- ◆ Prior to that, worked in Risk Management, Credit Underwriting and Banking for US Bank and USAA Federal Savings Bank.
- ◆ Earned a Bachelor of Science Degree in Agricultural Business Management with a minor in Economics from North Carolina State University.
- ◆ Served on a variety of Non-Profit Boards of Directors and the Emmanuel Lutheran Church (Missouri Synod) in Kettering, Ohio.

Michelle N. Roseman, Chief Quality and Compliance Officer

- ◆ Employed by EveryAge in July 2020 and appointed as Chief Quality and Compliance Officer effective December 19, 2020.
- ◆ Was previously employed with Kindred at Home as Area Vice President of Operations from 2016 through May of 2020.
- ◆ Was previously employed as Executive Vice President and Chief Operating Officer for Catawba Regional Hospice from 2007 to 2016.
- ◆ Earned a Master of Business Administration Degree and Bachelor of Science Degrees in Psychology and Health Education from Gardner-Webb University.
- ◆ Has previously worked as Executive Director of Abernethy Laurels/EveryAge from 1994 to 2007 and prior to her promotion, served as Healthcare Administrator and Director of Social Services at Abernethy Laurels.
- ◆ Has been a licensed Nursing Home Administrator since 1998 and holds a NHA license in the State of North Carolina and the Commonwealth of Virginia.

Kim Kilday, Chief Marketing and Public Relations Officer

- ◆ Has worked as Chief Marketing and Public Relations Officer at EveryAge since April 10, 2021.
- ◆ Was Regional Director of Sales and Marketing at Principle LTC from 2020-2021.
- ◆ Was Vice President of Sales and Marketing at Liberty Healthcare Management for nine years.
- ◆ Has previously worked as the Regional Director of Marketing for Care One Virginia.
- ◆ Was employed -NC West Region Sales & Marketing: Shoreline Healthcare Management 2007-08.
- ◆ Earned a Master's Degree in Data Marketing Communication from West Virginia University, a Master of Business Administration Degree with a concentration in Health Administration from Pfeiffer University, and a Bachelor of Science Degree in Business with a concentration in Marketing from Clarion University of Pennsylvania.
- ◆ Holds a North Carolina Insurance license for Life, Health and Long-Term Care.

Cathy Cooper, Chief Human Resources Officer

- ◆ Has worked as Chief Human Resources Officer since June 22, 2015.
- ◆ Was previously Senior Director Human Resources and Transitions of Richfield Hospitality, a hospitality management company based in Denver, Colorado from November 2004 to June 2015.
- ◆ Served in Human Resources and Operations with Hilton Knoxville from 1998-2004 and with Old Town Resorts, Key West, FL in Operations from 1995-1998.
- ◆ Earned the Senior Professional Human Resources (SPHR) designation from HRCI in 2004.
- ◆ Received the SHRM-SCP designation in 2015.
- ◆ Earned a Bachelor of Science in Business Administration degree from LaSalle University.

Nancy M. Beard, President, EveryAge Foundation

- ◆ Has worked as President of the EveryAge Foundation since December 2011.
- ◆ Served on the leadership team of LIFESPAN for over ten years, an organization serving children and adults with developmental disabilities.
- ◆ Holds a Certified Fund-Raising Executive (CFRE) credential, awarded in 2004
- ◆ Was named as a certified Consecrated Diakonal Minister through the Council for Health and Human Service Ministries in 2014.
- ◆ Holds a Bachelor of Arts Degree from Queens University, Charlotte, NC, where she graduated Magna Cum Laude.
- ◆ Obtained a Certificate in Nonprofit Management from Duke University's Office of Continuing Studies in 2006

Community Administration

Amber McIntosh, Executive Director, Abernethy Laurels

- ◆ Has worked as the Executive Director of Abernethy Laurels since April 2013.
- ◆ Was previously employed, since 2001 by Lutheran Home-Hickory, Inc., and served most recently as Executive Director for two campuses in Hickory for Lutheran Services Carolinas.
- ◆ Has experience in various aspects of healthcare management since 1991 including Adult Day Health, Assisted Living and Skilled Nursing.
- ◆ Has been a licensed nursing home administrator since 1995.
- ◆ Holds a Bachelor of Science in Business Administration from Appalachian State University.

Judy O. Raymond, Executive Director, Lake Prince Woods

- ◆ Has worked as the Executive Director of Lake Prince Woods since September 2010.
- ◆ Was previously employed, since 1994 by Westminster-Canterbury on Chesapeake Bay, most recently, as Vice President of Resident and Health Services.
- ◆ Has experience in various aspects of healthcare management and senior housing since 1985.
- ◆ Holds a Bachelor of Arts Degree in Leisure Studies from Salisbury State University.
- ◆ Has been a licensed Nursing Home Administrator since 2002.

Douglas P. Russell, Executive Director, Piedmont Crossing

- ◆ Has worked as the Executive Director of Piedmont Crossing since February 2013.
- ◆ Previously worked, since 2008 at Twin Lakes Community, most recently as Healthcare Administrator.
- ◆ Has owned his own printing business in Atlanta for over 35 years.
- ◆ Has been a licensed nursing home administrator and assisted living administrator since 2009.
- ◆ Certified Aging Services Professional (CASP) since 2011.
- ◆ Holds a Master of Science in Health Services Administration from Central Michigan University and a Bachelor of Science Degree in Business Administration from the University of North Carolina at Chapel Hill.

No member of the Board of Directors of EveryAge, Home Office Administration or Community Administration has been convicted of a felony or pleaded nolo contendere to a felony charge or have been held liable or enjoined in a civil action by final judgment, where the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property. No member of the Board of Directors of EveryAge, Home Office Administration or Community Administration is subject to a currently effective injunctive or restrictive court order, or within of an action brought by a government agency or department, where the order or action arose out of or related to business activity of healthcare, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to North Carolina General Statute 58-64-20 or similar law in another state.

In accordance with North Carolina General Statute (“GS”) § 58-64-20(a)(3)(b)], through this statement, it is hereby disclosed that no owner, officer, or person managing the Community on a day to day basis has a 10% or greater interest in any other entity or if any other entity has a 10% or greater interest in any owner, officer, or person managing the Community on a day to day basis has or will provide \$500 or more in goods or services to the Community.

Section II:
Community Introduction and Information

Piedmont Crossing
 100 Hedrick Drive
 Thomasville, NC 27360
 Executive Director: Douglas P. Russell, NHA

Piedmont Crossing is a continuing care retirement community located on a picturesque 61-acre site in Thomasville, North Carolina. The Community became operational October 1, 1986. Each individual’s application for admission is reviewed through an admissions process giving attention to health needs, and social interests along with financial and age requirements.

Piedmont Crossing is located in the heart of the Piedmont region of North Carolina and is easily accessible from all parts of the state. From the Charlotte area take Interstate #85 north past Kannapolis, Salisbury, and Lexington. From the Raleigh, Durham, Greensboro area take Interstate #85 south past Burlington, Greensboro, and High Point. In the vicinity of Thomasville, North Carolina, take the Lake Road exit (No. 102) and at the top of the exit ramp turn left onto Lake Road. Go approximately ¼ mile and turn right just beyond East Davidson High School onto Kendall Mill Road. Follow Kendall Mill Road approximately ½ mile and Piedmont Crossing will be on the left side of Kendall Mill Road.

Health Center	<u>Available</u>	<u>Occupied</u>
Nursing Beds	114	67
Residential Living Units	<u>Available</u>	<u>Occupied</u>
Apartments	83	80
Villas	24	24
Cottages	18	18
Pavilion	<u>Available</u>	<u>Occupied</u>
Apartments	34	29
Studios	10	10
Adult Care	20	9

There are approximately 289 Residents residing in all levels of living at Piedmont Crossing as of September 30, 2021. There are a total of 186 continuing care contracts with Piedmont Crossing, which encompass of a total of 239 people, inclusive of second persons.

Section III: Policies

Admissions Policy Statement

Admission to Residential Living Units shall follow the guidelines as established by EveryAge. Each individual's Application for Admission is reviewed through an admissions process giving attention to health needs, social interests along with financial and age requirements. The financial statement is carefully reviewed to ensure that the expenses incurred by residing at the Community would not place a financial hardship on the Resident or the Corporation. The applicant is notified of the decision regarding residency following the application review process. Depending upon the amount of time that has elapsed since the initial acceptance and whether any fee changes have been implemented, an applicant's financial status may be reevaluated.

The following guidelines are used in making a decision regarding approval of an application for admission:

1. Health Needs

An individual's health must be such that he/she is capable of meeting the requirements of residing in the Residential Living Unit that does not include any daily or other living services in the program for this level of living, such as those involving food preparation, housekeeping, medication administration, toileting, mobility, decision-making, shopping, financial management, bathing, dressing, grooming or hygiene. The individual must be able to meet the requirements listed above by himself/herself, or with the assistance of (1) aide, attendant, Piedmont Crossing's Home Care Agency, or other outside support service, which the individual arranges for and follows the Corporation's private duty policy, (2) the provision of reasonable accommodations, and/or (3) a reasonable modification of the Residential Living Unit.

2. Social Interests

The individual's interests, temperament and outlook should be such that they will contribute to the Community and will be able to live in harmonious relationship with other residents. It is important to consider the ways the individual will benefit from a social setting provided in a Community and how other residents will benefit from the individual's presence in the community.

3. Financial Requirements

Applicants should have sufficient income and assets to pay for all necessary fees and still be able to continue in their present lifestyle. Expenses related to health conditions and any required support services are carefully considered. If the applicant has a long-term care insurance policy that covers nursing home care this will be considered. A financial analysis is completed utilizing actuarial data. Marginal applicants will be reviewed for the possibility of other alternatives including other EveryAge campuses, other Residential Living Units on the desired campus, and other options available for payment. In the event that the Corporation is assessed sales or use tax on Monthly, Daily Fees, and/or fees for other services, the Resident will be responsible for all such taxes.

4. Age Requirements

The age for admission is at least sixty-two (62) years. If application is for two individuals (referred to hereinafter as a "couple") to occupy one Residential Living Unit, at least one of the two individuals must be at least sixty-two (62) years of age.

Residency Agreement Policies

1. Basic Requirements and Terms for Cancellation

(a) Cancellation Prior to Occupancy Due to Death, Illness or Incapacity

If the Residency Agreement is entered into prior to occupancy of the Residential Living Unit and the Resident dies before occupying the Residential Living Unit, or if, on account of illness, injury, or incapacity, the Resident would be precluded from occupying the Residential Living Unit, the Residency Agreement is automatically cancelled, and the Resident or legal representative of the Resident shall receive a refund of all money or property transferred to the Corporation:

- i. less any nonstandard costs specifically incurred by the Corporation at the request of the Resident, and
- ii. any refund due the Resident for cancellation of the Residency Agreement under these circumstances will be made within forty-five (45) days after receipt by the Corporation of a written notice of the Resident's death, illness, or incapacity.

(b) Cancellation by the Resident Within Thirty (30) Days of Contract Execution:

Notwithstanding any other provision of the Residency Agreement, the Resident may rescind the Residency Agreement within thirty (30) days following the execution of the Residency Agreement (or the receipt of a disclosure statement, if later) in which event any money paid will be refunded in full, other than:

- i. the Monthly Fee applicable to the period a Residential Living Unit was occupied by the Resident;
- ii. any damage caused to the Residential Living Unit during occupancy or in moving;
- iii. any nonstandard costs specifically incurred by the Corporation at the request of the Resident; and
- iv. any refund due the Resident under this thirty (30) day provision will be made within forty-five (45) days after receipt by the Corporation of a written notice of cancellation from the Resident. The Resident is not required to move into the Residential Living Unit before the expiration of this thirty (30) day period.

(c) Cancellation by Resident Between Thirtieth (30th) and Ninetieth (90th) Day of Occupancy

During the first ninety (90) days of occupancy, the Resident will have the right to terminate the Residency Agreement by serving the Corporation with written notice of such termination. During the ninety (90) day period, the Corporation also has the right to terminate the Residency Agreement based on its judgment regarding the Resident's ability to adjust to this lifestyle. Any money paid will be refunded in full, other than:

- i. the Monthly Fee applicable to the period the Residential Living Unit was occupied by the Resident;
- ii. a ten percent (10%) reduction in the initial Residency Fee paid as specified in the selected agreement;
- iii. cost for repair of any damage caused to the Residential Living Unit during occupancy or in moving;

- iv. any nonstandard costs specifically incurred by the Corporation at the request of the Resident; and
 - v. any refund due the Resident for termination during this period will be made within thirty (30) days after the date that the last Residential Living Unit to have been occupied by the Resident has been vacated and made available for marketing.
- (d) Cancellation By the Resident After Ninety (90) Days of Occupancy:
After the ninety (90) day period, this Residency Agreement may be terminated by the Resident at any time by serving the Corporation a sixty (60) day advance written notice of such termination. Any refund due the Resident will be made only when the last Residential Living Unit to have been occupied by the Resident is covered by a new Residency Agreement with another person or persons and all new fees have been paid in full.
- (e) Terminations By the Corporation:
The Corporation may terminate the Residency Agreement at any time if:
- i. there has been any material misrepresentation or omission made by the Resident on the Application Form;
 - ii. there is conduct on the part of the Resident that threatens the safety or well-being of the Resident, that of the Resident's neighbors, or employees of the Corporation.
- (f) Joint Occupancy of Residential Living Unit:
If another individual (“Other Resident”) signs a separate Residency Agreement to share occupancy of the same Residential Living Unit with the Resident, in the event of the death of the Other Resident, or the removal of the Other Resident from the Residential Living Unit on a permanent basis for any reason, the remaining Resident will continue to enjoy all rights, privileges, and obligations of the Residency Agreement. Any refund of the Residency Fee due under either of said Residency Agreements will not be computed until the termination of both Residency Agreements due to death or otherwise, and any refund due under either Residency Agreement will be paid to the Resident or Other Resident who is the last to terminate their Residency Agreement.

2. Changes in Occupancy

- (a) Should the Resident choose to marry and the new spouse is not a resident of the Community, the spouse will be required to submit an application for admission. The spouse would complete the regular admission process including the payment of all fees, which may include but not be limited to the upgraded and readjusted Residency Fee, and the Monthly Fee. If denied, the couple will then have sixty (60) days to make other living arrangements. If the couple must make other living arrangements, any monies to be returned will be paid to the individual who was a contracted resident of the Community. This refund will be paid within thirty (30) days after the date that the last Residential Living Unit to have been occupied by the Resident has been vacated and made available for remarketing.
- (b) Should the Resident choose to marry another resident and the two choose to occupy a single Residential Living Unit, any fees to be returned to the person vacating their Residential Living Unit will be set aside and held by the Corporation for use by that Resident to pay for necessary healthcare expenses should that Resident need nursing care.

- (c) After the Resident has occupied a Residential Living Unit, should the Resident desire to have another individual move in with him/her (including a new spouse), the new individual shall complete the normal admission process including the payment of all fees. If the application for admission is approved, either the original Residency Agreement shall be amended or new Residency Agreements shall be executed which specify the new fees and terms established by the Corporation.
- (d) Should a couple occupying a Residential Living Unit choose to no longer share a single living unit, one of the Residents may remain in the occupied unit with that Resident becoming solely entitled to any refund which may be later due under the Residency Agreement, and that Resident will continue to enjoy all rights, privileges, and obligations of said Residency Agreement. A separate and new Residency Agreement must be executed for the Other Resident moving out of the Residential Living Unit and into another Residential Living Unit. Should the Other Resident vacating the Residential Living Unit choose to leave the Community and find other living opportunities, the Other Resident is not entitled to any refund and the Corporation shall have no further obligations to that Resident or their heirs, executors, administrators, or assigns.

3. Residency

- (a) The Corporation agrees the Resident may occupy the Residential Living Unit described in the Residency Agreement, subject to the conditions of the Residency Agreement.
- (b) Upon termination of the Residency Agreement by either party, or upon the death of the Resident, after a new Residency Agreement has been executed by another party for the last Residential Living Unit to have been occupied by the Resident, and all fees due have been paid in full, the Resident or Resident's estate will be entitled to a refund of the Residency Fee, as described in the selected Residency Agreement.

The amount of the refund shall be based upon the length of time that has elapsed from the date the Residency Agreement was signed to the effective date of termination. During the life of the Resident at the Community, the refund shall not be assigned to another party without an amendment to the Residency Agreement executed by the Resident and the Corporation.

- (c) If the Resident, because of changes in circumstances, chooses to move into a different Residential Living Unit where a lesser Residency Fee is required, the Resident may do so but without a refund. If the Resident should choose to move into a different Residential Living Unit where a larger Residency Fee is required, the Resident will pay the difference between the Residency Fee and additional fees based on the amount the Resident paid upon admission and the current Residency Fee for the new Residential Living Unit to be occupied.
- (d) If the Resident occupies the Residential Living Unit for less than ninety (90) days and then moves into the Health Center, the Corporation will retain ten percent (10%) of the Residency Fee. The remainder of the Residency Fee will be set aside for use by the Resident for healthcare expenses.

- (e) If the Resident should move into the Health Center and vacate the Residential Living Unit, regardless of the length of residence in the Residential Living Unit, the Residency Agreement will remain in effect.
- (f) If two persons sign a Residency Agreement for the same Residential Living Unit and one of them should need to move into the Health Center on a permanent basis, the Resident remaining in the Residential Living Unit will continue to enjoy all the rights, privileges, and obligations of the Residency Agreement. The prevailing cost of healthcare for the person moving into the Health Center shall be paid from that person's available assets including assets transferred by the Resident to a revocable trust or to any trust in which the Resident is a beneficiary. The person remaining in the Residential Living Unit becomes solely entitled to any refund of the Residency Fee that may later be due under the Residency Agreement.
- (g) After the first ninety (90) days of occupancy of the Residential Living Unit, any refund due the Resident under the Residency Agreement will be made only when the last Residential Living Unit to have been occupied by the Resident is covered by a new Residency Agreement with another person or persons and all new fees have been paid in full.

4. Health Insurance

- (a) The Resident will maintain eligible Medicare Coverage and one supplemental insurance policy or equivalent insurance coverage, which adequately covers hospital, medical and skilled nursing deductibles and copayments required of the primary insurance plan.
- (b) If the Resident has chosen to participate in a managed care insurance program as an alternative to Medicare Part A, Medicare Part B, or other healthcare programs, and supplemental insurance coverage, when healthcare services are provided at the Community, the following restrictions apply:
 - (i) If the Corporation is an approved participating provider with the Resident's managed care program, the Corporation agrees to be reimbursed at the rate negotiated with the Resident's managed care program.
 - (ii) If the Corporation is not an approved participating provider with the Resident's managed care program and the Resident chooses to receive healthcare services at a managed care participating provider, then the Resident agrees that the Resident must relocate for as long as necessary for those services to be provided, and be responsible for all costs. In addition, while receiving healthcare services at the managed care participating provider, the Resident agrees that unless this Agreement is terminated, the Resident will continue to pay all fees for the Resident's living accommodation at the Community, unless the Resident's living accommodation has been surrendered to the Community.
 - (iii) If the Corporation is not a participating provider in the Resident's managed care program and a negotiated rate is not agreed upon by the Corporation, and the Resident would still like to receive healthcare services at the Community, then the Resident will be responsible for the full amount of applicable fees and any charges not paid by the Resident's insurance carrier.

- (c) Both the primary and supplemental health insurance policies must recognize the Corporation as a healthcare provider; or the Resident will assume the financial responsibility for services provided that otherwise would not be covered.
- (d) The Resident will be responsible for ensuring that the health insurance coverage does not lapse and, upon request, will provide the Corporation with evidence of such coverage. Should the health insurance coverage lapse, the Corporation may require the Resident to reapply for suitable coverage.
- (e) If the Resident is unable to obtain adequate new coverage, the Corporation will bill the Resident for any costs related to medical or other healthcare services that would have otherwise been covered by the health insurance coverage policy.
- (f) The Corporation reserves the right and sole discretion to eliminate and/or change its participation in all insurance plans.

5. Health Needs

- (a) The Resident will provide the Community with appropriate medical records thirty (30) days prior to occupancy and will, within sixty (60) days after taking occupancy, have a medical examination by a private physician or the Community's Medical Director. In matters of health, the Community's Medical Director will recommend to the administrative staff continued occupancy of a suitable Residential Living Unit. The administrative staff would make a final decision on occupancy of said Residential Living Unit after consultation with the Resident, the Resident's physician, and/or the Resident's Power-of-Attorney/Resident Representative.
- (b) When the Resident's health condition changes, an assessment team is assigned to evaluate the Resident utilizing the Corporation's Level of Living Guidelines, a copy of which is provided to all residents. A formal appeal process is available to the Resident if the assessment team recommends changes to the Resident's living accommodations and/or level of living status with which the Resident disagrees.
- (c) If at any time the Medical Director, in consultation with the administrative staff, determines the Resident is no longer able to function in a Residential Living Unit or needs care beyond the scope of the Corporation, the Resident will abide by that decision.
- (d) If the Resident becomes unable to care for their business and financial affairs, the Corporation reserves the right, because of its financial and moral involvement, to institute action for the determination of the Resident's competence and, if necessary, facilitate the appointment of a guardian to fulfill the terms of the Residency Agreement, unless such needed arrangements have already been made.
- (e) If the Resident should need Adult Care Services or Nursing Services, such services will be made available by the Corporation at fees current at such time as said services are needed and according to available space.

6. Other Considerations

- (a) The Resident is given, as an Addendum to the Residency Agreement, a current copy of the Resident Handbook. These documents will change from time to time but the Resident Handbooks are the procedural documents for those occupying Residential Living Units at the Community.
- (b) The Resident may not transfer or voluntarily reduce substantially their assets, as related on their application for occupancy of a Residential Living Unit at EveryAge, without notification to the Corporation. The Resident shall be required at specific times to present the Corporation with an updated confidential financial statement.
- (c) Should the Resident become financially unable to pay the Monthly Fee, the per diem Health Center Fee, or any other fees charged by the Center, the administrative staff of the Corporation will assist the Resident in applying for funds needed to meet the charges for care.

The Resident shall apply for any and all federal, state, and local grants and benefits for which the Resident may be entitled or eligible, and to apply any and all such grants and benefits toward the cost of the Resident's care at the Center. The Resident's failure to do so will result in termination of the Residency Agreement by the Corporation and release of its obligations hereunder.

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Section IV: Services

Diverse and Complete Community

Piedmont Crossing is a continuing care retirement community providing support services and structural features to help persons live as independently as possible for as long as possible. The campus is designed to have three major areas with a specific lifestyle in mind. The Village, Pavilion, and Health Center cover a wide spectrum of living arrangements to accommodate a diversity of lifestyles on a single campus. Piedmont Crossing also operates an onsite Home Care Agency. The goal of this community is to provide a holistic environment.

The Village

The Residential Living Units in the Village consist of apartments, villas, and cottages. Independence and a self-sufficient lifestyle are what the Corporation strives to promote in all areas of residential living. Transportation, meals, laundry service, housekeeping, and salon services are among the support services available on an as-needed, fee-for-service basis so that this type of lifestyle may be enjoyed for as long as possible. The standard services of lawn care, the Residential Living Unit's exterior maintenance, and appliance maintenance help to free the Resident to enjoy a more meaningful use of their time and efforts.

1. One-Bedroom Apartment

A residence approximately 640 to 875 square feet in size with a living/dining area, one large bedroom, a kitchen equipped with standard appliances, a full bath, and porch or balcony.

2. Two-Bedroom Apartment

A residence approximately 950 to 1,150 square feet in size with a living/dining area, one large bedroom and one smaller bedroom, a kitchen equipped with standard appliances, a bath and a half, and a porch or balcony. Most are equipped with a washer and dryer.

3. Villa

A residence approximately 1,288 to 1,478 square feet in size with a living/dining area, two bedrooms, a kitchen equipped with standard appliances, a screened or glassed porch, a washer and dryer, storage area, and single-car carport. Most villas have two baths.

4. Cottage

A freestanding residence approximately 1,339 to 1,622 square feet in size with a living room, dining area, two bedrooms, two full baths, a kitchen equipped with standard appliances, a screened or glassed porch, a washer and dryer, and storage/work room. Most cottages have two baths and an enclosed single-car garage.

The Pavilion

A person wanting or needing more support services than can reasonably be provided in the Village has the option of choosing a Residential Living Unit located in the Pavilion. The objective is the promotion of a self-sufficient lifestyle. By providing meals, laundry service, housekeeping, and staff persons on a twenty-four hour basis, such a lifestyle can be made possible, enjoyable, and rewarding.

Other services such as transportation, salon services, guest meals, etc., are available on a fee-for-service basis. Piedmont Crossing offers home care services on a fee-for-service basis.

1. Adult Care (Assisted Living)
Staff provides assistance in routine activities of daily living such as bathing, personal hygiene, and medication administration. Staff is available on a twenty-four (24) hour per day basis.
2. Efficiency Apartment
A residence approximately 500 square feet in size with a bedroom/living area, kitchenette, and full bath.
3. Efficiency Deluxe Apartment
Approximately 410 square feet in size arranged to promote ample privacy and desirable furniture arrangement. The unit has a bedroom/living area, kitchenette, full bath with walk-in shower, and private balcony.
4. One-Bedroom Apartment
A residence approximately 670 square feet in size with a living/dining area, kitchenette, large separate bedroom, and full bath.
5. Two-Bedroom Apartment
A residence approximately 950 to 1023 square feet with a living/dining area, kitchenette, two spacious bedrooms and two full baths.

Other Services

1. Clinic
Clinic services are available to all residential living residents. The clinic is staffed by professional nurses. Physician services are available on a periodic basis. The clinic is used for consultation, medication administration, outpatient examinations, outpatient treatments and prescribed therapies. The clinic conducts screenings, vaccinations and tests for residents as needed.
2. Home Visits
Occasionally residents need temporary healthcare services provided in their Residential Living Unit. These visits may include routine blood pressure and/or pulse rate checks, medication administration, special medical treatments, or assistance with bathing and dressing. Each resident living in a Residential Living Unit has up to twelve nurse visits per year at no additional charge. Additional visits are available on a fee-for-service basis. These services are provided through Piedmont Crossing's Home Care Agency.
3. Infirmary Services
If residents have a minor illness or injury and are unable to care for themselves, infirmary services are available on a limited basis to allow for a short-term recovery period.

Health Center

The objective of the Health Center is to provide quality long-term care. The types of living accommodations provided are based on the Resident's physical needs. A person may enter the Community at the Health Center level by completing all of the necessary steps for admission and paying the required fees. Residents are provided quality healthcare in the onsite Health Center if and when it is needed. The level of living provided by the Health Center is:

1. Nursing Services

Long-term nursing, memory support and short-term rehabilitative services are available on campus. The Health Center is Medicare and Medicaid certified, offering both private and companion semiprivate suites. Residents are cared for by licensed and certified nursing professionals under the supervision of a Medical Director and a licensed Nursing Home Administrator.

2. Other Services

Other services such as transportation, salon services, guest meals, etc., are available on a fee-for-service basis.

Rental Option

The Corporation offers a rental option through which an individual may enter the community by signing a monthly rental agreement. This agreement does not require payment of an entrance fee, but does require payment of a monthly rental rate set at a higher rate than the monthly fee paid by Residents who hold a contracted Residency Agreement with the Corporation.

The Rental Option provides the Renter with access to services and amenities also available to contracted Residents, with the exception of healthcare services. Additional amenities may be available on a fee-for-service basis for the Renter, and likewise the Renter shall be charged direct admission fees upon entrance to a higher level of living.

This Rental Option is available only in a limited number of specified Residential Living Units. This Rental Option is not an agreement for continuing care.

Section V: Fees and Refund Schedules

The following provides the refund schedule for the 50% Refund Plan (50% Refund Residency Agreement) and the zero refund plan (Fully Declining Residency Agreement). Cancellation of the Residency Agreement within the first ninety (90) days, or a portion thereof, will be refunded at a reduced balance based on the Residency Fee paid, minus a ten percent (10%) reduction on the initial Residency Fee.

Residency Fee

Payment of a Residency Fee (entrance fee) secures for a Resident the right to maintain occupancy of a selected Residential Living Unit and utilize the services and amenities available at the community for as long as the Resident is able to comply with the terms of the Residency Agreement. Prior to occupancy the Resident will sign a Residential Living Residency Agreement and pay the remainder of the Residency Fee.

Monthly Fee

Payment of a Monthly Fee provides a Resident certain monthly services as provided in the disclosure statement and Residential Living Unit Residency Agreement(s). All other services are provided on an additional fee-for-service basis.

50% Refund Residency Agreement (Plan A)

Beginning on day 91, the total portion of the residency fee which remains refundable is reduced to 90% of the original fee. From Day 91 through the end of the 36th month of occupancy, the refundable portion of the original residency fee will be reduced by 1.21% per month for each month of occupancy through month thirty-six (36). After the thirty-sixth (36th) month of occupancy, the refund will remain at the fifty percent (50%) level. During the life of the Resident at the Community, the refund shall not be assigned to another party without an amendment to the Residency Agreement executed by the Resident and the Corporation.

Fully Declining Residency Agreement (Plan B)

Beginning on day 91, the total portion of the residency fee which remains refundable is reduced to 90% of the original fee. From Day 91 through the end of the 36th month of occupancy, the refundable portion of the original residency fee will be reduced by 2.73% per month for each month of occupancy through month thirty-six (36). After the thirty-sixth (36th) month of occupancy, the balance will decline to zero. During the life of the Resident at the Community, the refund shall not be assigned to another party without an amendment to the Residency Agreement executed by the Resident and the Corporation.

The following outlines the fee structure for **Piedmont Crossing** for the last five years, including incremental average increases from the previous year. All fees for each year became effective on October 1. Residents may choose to have electricity and water/sewer included in their Monthly Statement or they may opt for direct billing by each respective utility company. There is a Residency Fee for Residential Living Units ranging from \$53,079 to \$389,104.

Daily Fee (Health Center)	21/22	Average Increase	20/21	Average Increase	19/20	Average Increase	18/19	Average Increase	17/18	Average Increase
Suite (Private)										
Nursing	300	10	290	8	282	16	266	15	251	7
Short Term Rehabilitation	396	13	383	11	372	11	361	11	350	N/A
Memory Support	312	11	301	12	289	8	281	N/A	N/A	N/A
Companion Suite (Semiprivate)										
Nursing	284	10	274	8	266	15	251	14	237	7

(Fees are subject to change with an advance notice)

Monthly Fee (Residential Living)		21/22	Average Increase	20/21	Average Increase	19/20	Average Increase	18/19	Average Increase	17/18	Average Increase
Veranda B *											
1 Bedroom	one person	1679	61	1618	47	1571	45	1526	44	1482	43
	two people	2366	81	2285	54	2231	64	2167	57	2110	61
2 Bedroom	one person	1789	65	1724	50	1674	48	1626	47	1579	46
	two people	2476	85	2391	57	2334	67	2267	60	2207	64
Kennedy Court and Veranda A and C											
1 Bedroom	one person	1725	63	1662	48	1614	47	1567	45	1522	44
	two people	2412	83	2329	55	2274	66	2208	58	2150	62
2 Bedroom	one person	1857	67	1790	52	1738	50	1688	49	1639	48
	two people	2544	87	2457	59	2398	69	2329	62	2267	66
Gallery **											
1 Bedroom	one person	2332	84	2248	66	2182	64	2118	62	2056	59
	two people	3236	110	3126	75	3051	89	2962	79	2883	83
2 Bedroom	one person	2511	90	2421	71	2350	69	2281	67	2214	64
	two people	3415	116	3299	80	3219	94	3125	84	3041	88
1 Bedroom-Corner	one person	2244	81	2163	63	2100	61	2039	60	1979	57
	two people	3148	107	3041	72	2969	86	2883	77	2806	81

(Fees are subject to change with an advance notice)

* After October 1, 2013, Piedmont Crossing Veranda B Unit Residency Agreements will include utilities.

** After October 1, 2011, Piedmont Crossing Gallery Unit Residency Agreements will consist of one convenient monthly payment plan. This package bundles the standard monthly services fee that includes housekeeping services, a meal package, and utilities.

Monthly Fee (Residential Living)		21/22	Average Increase	20/21	Average Increase	19/20	Average Increase	18/19	Average Increase	17/18	Average Increase
Villa											
	one person	1821	65	1756	51	1705	64	1641	48	1593	46
	two people	2508	85	2423	58	2365	83	2282	61	2221	64
		21/22	Average Increase	20/21	Average Increase	19/20	Average Increase	18/19	Average Increase	17/18	Average Increase
Cottage Home											
	one person	1971	71	1900	55	1845	68	1777	52	1725	50
	two people	2658	91	2567	62	2505	87	2418	65	2353	68

(Fees are subject to change with an advance notice)

The Pavilion at Piedmont Crossing		21/22	Average Increase	20/21	Average Increase	19/20	Average Increase	18/19	Average Increase	17/18	Average Increase
Daily Fee											
	ACH Suite (Private)	203	6	197	6	191	6	185	20	165	5
	ACH Companion Suite (Semiprivate)	151	4	147	4	143	4	139	15	124	4
Monthly Fee											
Studio Deluxe	one person	2594	94	2500	73	2427	71	2356	69	2287	67
	two people	3530	121	3409	99	3310	97	3213	86	3127	91
Apartment: 1 Bedroom	one person	3123	113	3010	88	2922	85	2837	83	2754	80
	two people	4059	140	3919	114	3805	111	3694	100	3594	104
Apartment: 2 Bedroom	one person	3536	128	3408	99	3309	96	3213	94	3119	91
	two people	4472	155	4317	125	4192	122	4070	111	3959	115

(Fees are subject to change with an advance notice)

Residency Agreements Residency Fees

Kennedy Court	Plan A	Plan B
Apartment 1 Bedroom	137,800	91,867
Apartment 2 Bedroom	191,233	127,488
Veranda A	Plan A	Plan B
Apartment 2 Bedroom	174,862	116,574
Veranda B	Plan A	Plan B
Apartment 1 Bedroom	120,537	80,358
Apartment 2 Bedroom	166,832	111,221
Veranda C		
Apartment 1 Bedroom	137,800	91,867
Apartment 2 Bedroom	191,233	127,488
Gallery Building	Plan A	Plan B
Apartment 1 Bedroom Corner	106,249	70,833
Apartment 1 Bedroom	106,249	70,833
Apartment 2 Bedroom	153,470	102,313
Pavilion	Plan A	Plan B
Studio Deluxe	79,619	53,079
Apartment 1 Bedroom	101,911	67,941
Apartment 2 Bedroom	125,176	83,450
	Plan A	Plan B
Villa	235,394 – 316,008	156,929 – 210,672
Cottage	289,590 – 389,104	193,060 – 259,403

There is a fee schedule published annually to cover such items as transportation, meals, housekeeping, etc. This list is available upon request and strives to provide services for residential living persons as they are needed and at a reasonable cost. (See Exhibit 1)

Section VI:
Financial Information and Five -Year Projection Statement

Historical and Forecasted Financial Statements

Year Ending September 30, 2022 (Forecast)

Year Ending September 30, 2023 (Forecast)

Year Ending September 30, 2024 (Forecast)

Year Ending September 30, 2025 (Forecast)

Year Ending September 30, 2026 (Forecast)

EVERYAGE
COMPILED FORECAST
FOR THE YEARS ENDING
SEPTEMBER 30, 2022 THROUGH 2026



EVERYAGE
Compiled Forecast
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Bernard Robinson & Company, L.L.P.

To the Board of Directors
EveryAge
Newton, North Carolina

Management is responsible for the accompanying forecast of EveryAge (the "Organization"), which comprises the accompanying forecasted balance sheets as of September 30, 2022, 2023, 2024, 2025 and 2026, and the forecasted statements of operations and changes in net assets, and cash flows for the years then ending, including the related summaries of significant assumptions and accounting policies in accordance with guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA). 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 forecast 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, nor provide any form of assurance on this forecast.

The forecasted results may not be achieved, as there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and these differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the forecast. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not examined or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Bernard Robinson & Company, L.L.P.

Greensboro, North Carolina
February 22, 2022

EVERYAGE
Forecasted Balance Sheets
September 30, 2022 through 2026

(In Thousands of Dollars)

	2022	2023	2024	2025	2026
<u>Assets</u>					
Current Assets:					
Cash and cash equivalents	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96
Accounts receivable, net	1,281	1,281	1,281	1,281	1,281
Due from affiliates	743	743	743	743	743
Other receivables and current assets	627	627	627	627	627
Total current assets	<u>2,747</u>	<u>2,747</u>	<u>2,747</u>	<u>2,747</u>	<u>2,747</u>
Assets limited as to use:					
Operating reserves	15,566	16,998	17,490	17,344	17,796
Patient funds	68	68	68	68	68
Investments	1,261	1,261	1,261	1,261	1,261
Assets held by trustees and board designated	67,994	72,856	76,978	80,842	85,324
Total assets limited as to use	<u>84,889</u>	<u>91,183</u>	<u>95,797</u>	<u>99,515</u>	<u>104,449</u>
Property and equipment, net	<u>70,214</u>	<u>66,548</u>	<u>62,806</u>	<u>59,057</u>	<u>55,404</u>
Total assets	<u>\$ 157,850</u>	<u>\$ 160,478</u>	<u>\$ 161,350</u>	<u>\$ 161,319</u>	<u>\$ 162,600</u>
<u>Liabilities and Net Assets</u>					
Current Liabilities:					
Current portion of long-term debt	\$ 2,125	\$ 1,960	\$ 545	\$ 540	\$ 539
Accounts payable and accrued expenses	3,902	3,902	3,902	3,902	3,902
Advance deposits, resident escrows and refund payables	1,404	1,404	1,404	1,404	1,404
Due to affiliates	3,736	5,677	6,000	4,138	3,424
Total current liabilities	<u>11,167</u>	<u>12,943</u>	<u>11,851</u>	<u>9,984</u>	<u>9,269</u>
Long-Term Liabilities:					
Long-term debt, less current portion	73,537	71,511	70,899	70,292	69,687
Long-term refund payable	7,413	7,154	6,947	6,675	6,395
Interest rate swap payable	779	250	125	125	250
Deferred revenue from advanced fees:					
Non-refundable contracts	14,355	16,172	17,903	19,480	20,883
Refundable contracts	4,049	4,299	4,326	4,410	4,584
Total long-term liabilities	<u>100,133</u>	<u>99,386</u>	<u>100,200</u>	<u>100,982</u>	<u>101,799</u>
Total liabilities	<u>111,300</u>	<u>112,329</u>	<u>112,051</u>	<u>110,966</u>	<u>111,068</u>
Net Assets:					
Without donor restrictions	<u>46,550</u>	<u>48,149</u>	<u>49,299</u>	<u>50,353</u>	<u>51,532</u>
Total net assets	<u>46,550</u>	<u>48,149</u>	<u>49,299</u>	<u>50,353</u>	<u>51,532</u>
Total liabilities and net assets	<u>\$ 157,850</u>	<u>\$ 160,478</u>	<u>\$ 161,350</u>	<u>\$ 161,319</u>	<u>\$ 162,600</u>

EVERYAGE
Forecasted Statements of Operations and Changes in Net Assets
Years Ending September 30, 2022 through 2026

	(In Thousands of Dollars)				
	2022	2023	2024	2025	2026
Operating revenues:					
Health care	\$ 26,302	\$ 26,696	\$ 27,097	\$ 27,503	\$ 27,916
Pavilion/assisted living	1,941	1,999	2,059	2,121	2,185
Outside Services	138	142	146	150	155
Home care	3,605	3,713	3,825	3,939	4,057
Residential living service	10,207	10,615	11,040	11,482	11,941
Amortization of advance fees	3,420	3,214	3,575	3,882	4,171
Management fee income	1,519	2,553	2,564	2,574	2,585
Other operating revenue	1,384	1,425	1,468	1,512	1,557
Total operating revenues	<u>48,516</u>	<u>50,357</u>	<u>51,774</u>	<u>53,163</u>	<u>54,567</u>
Operating expenses:					
Health services:					
Health care	12,753	13,136	13,530	13,936	14,354
Medical records	117	121	124	128	132
Personnel and employee benefits	8,996	9,266	9,544	9,831	10,125
Laundry	287	296	305	314	323
Social services	233	240	247	255	263
Activities	328	337	348	358	369
Spiritual life	134	138	142	146	151
Housekeeping	1,229	1,266	1,304	1,343	1,383
Plant maintenance	3,248	3,308	3,368	3,430	3,493
Staff development	140	144	149	153	158
Pavilion/assisted living	829	854	880	906	933
Outside Services	83	70	73	75	77
Independent living	314	323	333	343	353
Home care	2,111	2,174	2,240	2,307	2,376
Clinic	100	103	107	110	113
Resident services	214	220	227	233	240
Transportation	134	138	143	147	151
Dietary	3,954	4,073	4,195	4,321	4,450
Wellness center	142	146	150	155	159
Beauty shop	46	47	49	50	52
Day care	334	344	355	365	376
General and administrative:					
Administrative	5,376	5,537	5,703	5,875	6,051
Marketing	810	835	860	885	912
Depreciation/amortization	5,334	5,376	5,502	5,561	5,517
Real estate taxes	10	10	10	10	10
Interest expense	2,834	1,583	1,822	1,991	2,017
Insurance	859	884	911	938	966
Bad debts	130	130	130	130	130
Other operating expenses	446	460	470	485	501
Total operating expenses	<u>51,525</u>	<u>51,559</u>	<u>53,221</u>	<u>54,781</u>	<u>56,135</u>
Operating loss	<u>(3,009)</u>	<u>(1,202)</u>	<u>(1,447)</u>	<u>(1,618)</u>	<u>(1,568)</u>
Nonoperating income (loss):					
Contribution income	100	125	125	125	125
Other nonoperating expense	17	546	142	17	(108)
Investment/interest income	1,930	2,130	2,330	2,530	2,730
Net nonoperating income	<u>2,047</u>	<u>2,801</u>	<u>2,597</u>	<u>2,672</u>	<u>2,747</u>
Changes in net assets	(962)	1,599	1,150	1,054	1,179
Net assets, beginning	<u>47,512</u>	<u>46,550</u>	<u>48,149</u>	<u>49,299</u>	<u>50,353</u>
Net assets, ending	<u>\$ 46,550</u>	<u>\$ 48,149</u>	<u>\$ 49,299</u>	<u>\$ 50,353</u>	<u>\$ 51,532</u>

See Accountant's Compilation Report and Summary of Significant Accounting Policies and Assumptions

EVERYAGE**Forecasted Statements of Cash Flows****Years Ending September 30, 2022 through 2026**

	(In Thousands of Dollars)				
	2022	2023	2024	2025	2026
Cash flows from operating activities:					
Changes in net assets	\$ (962)	\$ 1,599	\$ 1,150	\$ 1,054	\$ 1,179
Adjustments to reconcile changes in net assets to net cash provided by operating activities:					
Net unrealized gain on investments	(1,930)	(2,130)	(2,330)	(2,530)	(2,730)
Depreciation/amortization	5,188	5,262	5,388	5,446	5,403
Interest rate swap payable	5,887	(529)	(125)	-	125
Amortization of advance fees	(3,420)	(3,214)	(3,575)	(3,882)	(4,171)
Advance fees received - nonrefundable	3,381	5,595	5,640	5,849	6,053
Advance fees received - refundable	625	851	837	761	754
Changes in assets and liabilities:					
(Increase) decrease in:					
Accounts receivable, net	-	-	-	-	-
Increase (decrease) in:					
Accounts payable and accrued expenses	-	-	-	-	-
Advance deposits, resident escrows and refund payables	-	-	-	-	-
Net cash provided by operating activities	<u>8,769</u>	<u>7,434</u>	<u>6,985</u>	<u>6,698</u>	<u>6,613</u>
Cash flows from investing activities:					
Net change in assets limited as to use	1,761	(4,164)	(2,284)	(1,188)	(2,204)
Repayments from related parties, net	(2,728)	1,941	323	(1,862)	(714)
Purchases of property and equipment	(5,848)	(1,662)	(1,713)	(1,764)	(1,816)
Net cash used in investing activities	<u>(6,815)</u>	<u>(3,885)</u>	<u>(3,674)</u>	<u>(4,814)</u>	<u>(4,734)</u>
Cash flows used in financing activities:					
Refunds of advance fees	(740)	(1,424)	(1,351)	(1,339)	(1,339)
Issuance costs paid	(4,209)	-	-	-	-
Proceeds from issuance of new debt, net	76,140	-	-	-	-
Principal payments of long-term debt	(73,145)	(2,125)	(1,960)	(545)	(540)
Net cash used in financing activities	<u>(1,954)</u>	<u>(3,549)</u>	<u>(3,311)</u>	<u>(1,884)</u>	<u>(1,879)</u>
Net increase in cash and cash equivalents	-	-	-	-	-
Cash and cash equivalents, beginning	<u>96</u>	<u>96</u>	<u>96</u>	<u>96</u>	<u>96</u>
Cash and cash equivalents, ending	<u>\$ 96</u>	<u>\$ 96</u>	<u>\$ 96</u>	<u>\$ 96</u>	<u>\$ 96</u>

EVERYAGE

Summary of Significant Accounting Policies and Assumptions

NOTE 1 - BASIS OF PRESENTATION

This financial forecast presents, to the best of management's knowledge and belief, EveryAge's (the "Organization") expected balance sheets, statements of operations and changes in net assets, and cash flows for the forecast period. Accordingly, the forecast reflects its judgment of the expected conditions and its expected course of action as of the date of this forecast. The financial forecast is based on management's assumptions concerning future events and circumstances. The assumptions disclosed herein are those which management believes are significant to the forecast or are key factors upon which the financial results of the Organization depend. Even if the hypothetical assumptions below occur within the forecast period, the Organization recognizes that there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The financial statements included in the forecast have been prepared in accordance with the principles contained in the *Audit and Accounting Guide, Health Care Organizations*, published by the American Institute of Certified Public Accountants. Significant accounting policies are described in the appropriate assumptions and notes to the forecasted financial statements. The assumptions described are not all-inclusive.

NOTE 2 - BACKGROUND OF THE ORGANIZATION

EveryAge is a not-for-profit organization that owns and operates continuing care retirement communities in Newton (Abernethy Laurels) and Thomasville (Piedmont Crossing) consisting of residential living units, assisted living units and nursing facilities providing adult care and intermediate and skilled nursing care. EveryAge's corporate office is located in Newton, North Carolina.

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES AND ASSUMPTIONS

Cash and Cash Equivalents

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. The Organization excludes from cash and cash equivalents assets limited as to use.

Assets Limited As To Use

Assets limited as to use primarily include the operating reserves required by State statute, and assets held by trustees under indenture agreements and designated assets set aside by the Board of Directors for future capital improvements, to the extent funds are available, over which the Board retains control and may, at its discretion, subsequently use for other purposes. Amounts required to meet current liabilities of the Organization have been classified as current assets in the balance sheets.

EVERYAGE**Summary of Significant Accounting Policies and Assumptions**

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES AND ASSUMPTIONS (Continued)

Assets Limited As To Use (Continued)

Investments are reported at fair value. 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. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included in nonoperating income. Donated investments are stated at fair value at the date of the gift. Investment expenses and fees are netted with net realized gains on investments.

Operating Reserves

In accordance with the requirements of North Carolina General Statute 58, Article 64-33, management computes an annual operating reserve for its continuing care retirement communities licensed in North Carolina. The operating reserve must be an amount at least equal to 25% or 50% of operating expenses (net of depreciation and amortization) plus principal (net of debt service reserve funds) for the forecasted years ending for those facilities depending on occupancy levels of each facility. Operating reserve for the years ending September 30, 2022, 2023, 2024, 2025, and 2026 respectively, for the Abernethy Laurels Facility is as follows: \$10,905; \$12,314; \$12,674; \$12,438 and \$12,756; and Piedmont Crossing Facility is as follows: \$4,661; \$4,684; \$4,816; \$4,906 and \$5,040, respectively.

Accounts Receivable

The Organization records accounts receivable at the total unpaid balance less an allowance for doubtful accounts. The Organization determines past-due status based on the billing dates and does not charge interest on overdue accounts. The Organization writes off accounts receivable when they become uncollectible, and payments subsequently received on such receivables are credited to bad debt expense.

Property and Equipment

Property and equipment are recorded at cost, net of accumulated depreciation. Donated property and equipment are recorded at their estimated fair value on the date of receipt. Interest costs incurred on borrowed funds during the period of construction are capitalized as a component of the cost of acquiring those assets.

Depreciation is computed using the straight-line method based on the following estimated useful lives:

	<u>Years</u>
Land improvements	10 - 20
Buildings and improvements	30 - 40
Furniture, fixtures and equipment	5 - 15
Vehicles	5

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES AND ASSUMPTIONS (Continued)

Property and Equipment (Continued)

The Organization periodically assesses the realizability of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. For assets to be held and used, impairment is determined to exist if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. For assets to be disposed of, impairment is determined to exist if the estimated net realizable value is less than the carrying amount.

The Organization reports contributions of property and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long these assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Deferred Costs

Deferred financing costs relating to the permanent financing of the facilities have been deferred and are being amortized over the life of the bonds.

Resident Escrows

If a resident should move into the health care unit and vacate the residential living unit, the amount of any refund to which the resident would be entitled is set aside and held by EveryAge for use by the resident to pay for necessary health care expenses. Once a permanent move is made and the residential living unit is available for remarketing, the resident may draw against the remaining residency refund to pay health care costs. A resident who does not live in a residential living unit for a period of 180 days or more shall be deemed to have made a permanent move.

A resident drawing from the residency refund to pay for health care costs shall, in agreement with the Center Executive, determine the withdrawal amount. This amount shall not exceed \$1,500 per month.

In case of financial hardship, withdrawal of more than \$1,500 per month may be requested by the resident. The resident must submit financial information sufficient to prove financial need. Such withdrawals will be allowed upon approval by the senior management of EveryAge.

Advance Deposits

The Organization may collect up to 10% of the advance fees described below as a deposit on unoccupied units. Once the unit becomes occupied, these fees are transferred to deferred revenue.

EVERYAGE

Summary of Significant Accounting Policies and Assumptions

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES AND ASSUMPTIONS (Continued)

Deferred Revenue from Advance Fees

Deferred revenue from advance fees represents payments made by a resident in exchange for the use and privileges of the community for life or until termination of the residency agreement. Contracts currently offered to EveryAge residents are a fully declining contract or a 50% refundable contract.

The nonrefundable portion of these fees is amortized into income on a straight-line basis over the estimated remaining life, actuarially adjusted annually, of each resident.

Refunds are made to residents upon re-occupancy of the unit unless the resident has chosen to transfer their remaining balance into escrow as described above. Any unrecognized deferred revenue, less any related refund, at the date of termination of the contract is recorded as income in the period the termination of the contract occurs.

Obligation to Provide Future Services

The Organization annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income.

Classification of Net Assets

The following classification of net assets is presented in the accompanying forecasted financial statements:

Net assets without donor restrictions: All revenue not restricted by donors, unrestricted contributions designated by the board and donor restricted contributions whose restrictions are met in the same period in which they are received are accounted for in net assets without donor restrictions.

Net assets with donor restrictions: All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in donor restricted net assets. The investment income arising from endowment funds, if any, are accounted for in accordance with donor stipulations. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Changes in Net Assets without Donor Restrictions

The forecasted statements of operations and changes in net assets reflect operating income and losses. Changes in net assets without donor restrictions that are excluded from operating income or loss, consistent with industry practice, include realized gains and losses on investments, changes in unrealized gains and losses on investments, investment income, income from estates, wills, trusts and bequests, and contributions.

EVERYAGE

Summary of Significant Accounting Policies and Assumptions

NOTE 3 - SIGNIFICANT ACCOUNTING POLICIES AND ASSUMPTIONS (Continued)

Income Tax Status

The Organization is a not-for-profit organization exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3).

It is the Organization's policy to evaluate all tax positions to identify any that may be considered uncertain. All identified material tax positions are assessed and measured by a more-likely-than-not threshold to determine if the tax position is uncertain and what, if any, the effect of the uncertain tax position may have on the forecasted financial statements. No material uncertain tax positions are expected during the forecast period. Any changes in the amount of a tax position will be recognized in the period the change occurs.

Resident Services

Two major types of revenue are recognized in resident services as follows:

Residential/assisted living revenue: Residents that reside in residential living units are subject to a continuing monthly support service fee, which varies based on each resident's contract. The monthly fee can be adjusted from time to time by the Organization according to changes in costs.

Health care revenue: Health care revenue represents the estimated net realizable amounts from patients, third-party payors, and others for services rendered while in the health care unit, and includes estimated retroactive revenue adjustments due to future audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. Historically such adjustments for the Organization have been immaterial in relation to the financial statements as a whole.

Benevolent Assistance

The Organization has a policy of providing benevolent assistance to qualified residents who are unable to pay. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis. The normal charges for services are included in revenue and paid through a transfer of assets from the Benevolent Trust Fund.

NOTE 4 - CURRENT ASSETS AND CURRENT LIABILITIES

Balances in other receivables and current assets, and accounts payables and accrued expenses, on the forecasted balance sheets, are based on balances at September 30, 2021, adjusted for increases in revenue and expenses.

EVERYAGE**Summary of Significant Accounting Policies and Assumptions****NOTE 5 - DERIVATIVES**

To reduce the impact of changes in interest rates on its variable rate bonds payable, the Association has entered into interest rate swap agreement for the 2021B-D bonds issued after year end. Under the agreement, interest is payable at a fixed rate of 1.985-2.624% based on the outstanding balance of the bank qualified loan payable, and is effective through October 1, 2036. The annual gain or loss on the fair value of the swap agreement is reported as revenue or expense in the consolidated statement of activities and changes in net assets. The interest rate swap agreement had a notional principal amount of \$59,652,500.

The fair value of the interest rate swap agreement was derived from proprietary models as of a given date, supplied by the swap advisor. The valuation is calculated on a mid market basis and does not include bid/offered spread that would be reflected in an actual price quotation. This model relies on certain assumptions regarding past, present, and future market conditions.

NOTE 6 - LONG-TERM DEBT

For purposes of this financial forecast, it has been assumed that the historical carrying value of long-term debt equals the fair value of such debt.

Long-term debt consists of the following (in thousands):

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
North Carolina Medical Care Commission:					
Retirement Facilities First Mortgage					
Revenue Refunding Bonds (EveryAge)					
Series 2021A:					
Term bonds due 2041, yielding 4.0%	\$ 6,540	\$ 6,540	\$ 6,540	\$ 6,540	\$ 6,540
Term bonds due 2047, yielding 4.0%	11,815	11,815	11,815	11,815	11,815
Term bonds due 2051, yielding 4.0%	3,850	3,850	3,850	3,850	3,850
Truist Bank:					
Direct Bank Term Loan, Series 2021B:					
Due 2022-2037 yielding 2.292%	3,884	3,550	3,215	2,884	2,560
Direct Bank Term Loan, Series 2021C:					
Due 2022-2047 yielding 2.513%	29,800	28,225	26,790	26,685	26,580
Direct Bank Term Loan, Series 2021D:					
Due 2022-2037 yielding 2.499%	18,190	17,975	17,785	17,675	17,565
	<u>74,079</u>	<u>71,955</u>	<u>69,995</u>	<u>69,449</u>	<u>68,910</u>
Less bond premium, net	2,641	2,527	2,413	2,299	2,185
Less deferred financing costs, net	<u>(1,058)</u>	<u>(1,011)</u>	<u>(964)</u>	<u>(916)</u>	<u>(869)</u>
	<u>\$ 75,662</u>	<u>\$ 73,471</u>	<u>\$ 71,444</u>	<u>\$ 70,832</u>	<u>\$ 70,226</u>

EVERYAGE

Summary of Significant Accounting Policies and Assumptions

NOTE 7 - REVENUE AND EXPENSES

Other Revenue

Residents' entry fees are amortized into revenue based on the actuarially determined remaining life expectancy of the resident, which is estimated to be 10 years.

Other revenue sources are projected to remain consistent.

Revenue From Service Fees

Forecasted revenue from service fees on existing facilities are based on the following schedule of estimated fees and occupancy. Monthly service fees for residents in the Healthcare setting (Nursing and Assisted Living) increased approximately 1.5%; while fees for new residents in Residential Living increased by approximately 4.0%. Fees for Pavilion/assisted living, outside services and home care services are assumed to increase on an average of 3.0% annually.

	Abernethy Laurels	Piedmont Crossing
Villages:		
Villa	\$1,626 - \$1,875	\$ 1,821
Cottage	\$ 2,044	\$ 1,971
Second person fee	\$ 735	\$ 687
Studio:		
Single unit-private room	\$5,688 - \$6,114	\$ -
Efficiency:		
Single unit	\$ 3,163	\$ -
Deluxe	\$ 3,515	\$ -
Apartments/Mall:		
One bedroom	\$4,082 - \$4,271	\$ 3,123
Two bedrooms	\$ -	\$ 3,536
Studio deluxe	\$ -	\$ 2,594
Second person fee	\$ 1,188	\$ 936
Apartments/Courts:		
One bedroom	\$ -	\$1,679 - \$2,332
Two bedrooms	\$ -	\$1,789 - \$2,511
Rental	\$ -	\$2,519 - \$3,767
Second person fee	\$ -	\$687 - \$904
Nursing beds (daily rates)	\$286 - \$398	\$284 - \$396
Assisted Living (daily rates):		
Private room	\$ 187	\$ 203
Semi-private room	\$ -	\$ 151
Assisted Living & Residential Living Occupancy	84.85%	92.39%

Expenses

Operating expenses are expected to increase approximately 3.00% annually each year.

The provision for depreciation is based on the current depreciation schedule and projected property and equipment additions.

See Accountant's Compilation Report

EVERYAGE
Forecasted Balance Sheets - Abernethy Laurels
September 30, 2022 through 2026

(In Thousands of Dollars)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Assets</u>					
Current Assets:					
Cash and cash equivalents	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2
Accounts receivable, net	827	827	827	827	827
Due from affiliates	27,391	28,285	29,004	30,762	32,459
Other receivables and current assets	249	249	249	249	249
Total current assets	<u>28,469</u>	<u>29,363</u>	<u>30,082</u>	<u>31,840</u>	<u>33,537</u>
Assets limited as to use:					
Operating reserves	-	-	-	-	-
Patient funds	53	53	53	53	53
Investments	-	-	-	-	-
Assets held by trustees and board designated	-	-	-	-	-
Total assets limited as to use	<u>53</u>	<u>53</u>	<u>53</u>	<u>53</u>	<u>53</u>
Property and equipment, net	<u>49,472</u>	<u>46,892</u>	<u>44,327</u>	<u>41,821</u>	<u>39,276</u>
Total assets	<u>\$ 77,994</u>	<u>\$ 76,308</u>	<u>\$ 74,462</u>	<u>\$ 73,714</u>	<u>\$ 72,866</u>
<u>Liabilities and Net Assets</u>					
Current Liabilities:					
Current portion of long-term debt	\$ 1,754	\$ 1,614	\$ 391	\$ 388	\$ 388
Accounts payable and accrued expenses	1,410	1,410	1,410	1,410	1,410
Advance deposits, resident escrows and refund payables	731	731	731	731	731
Due to affiliates	-	-	-	-	-
Total current liabilities	<u>3,895</u>	<u>3,755</u>	<u>2,532</u>	<u>2,529</u>	<u>2,529</u>
Long-Term Liabilities:					
Long-term debt, less current portion	59,298	57,627	57,178	56,732	56,287
Long-term refund payable	4,599	4,632	4,682	4,711	4,757
Interest rate swap payable	624	200	100	100	200
Deferred revenue from advanced fees:					
Non-refundable contracts	7,717	8,701	9,691	10,559	11,255
Refundable contracts	2,177	2,313	2,273	2,317	2,471
Total liabilities	<u>78,310</u>	<u>77,228</u>	<u>76,456</u>	<u>76,948</u>	<u>77,499</u>
Net Assets:					
Without donor restrictions	<u>(316)</u>	<u>(920)</u>	<u>(1,994)</u>	<u>(3,234)</u>	<u>(4,633)</u>
Total net assets	<u>(316)</u>	<u>(920)</u>	<u>(1,994)</u>	<u>(3,234)</u>	<u>(4,633)</u>
Total liabilities and net assets	<u>\$ 77,994</u>	<u>\$ 76,308</u>	<u>\$ 74,462</u>	<u>\$ 73,714</u>	<u>\$ 72,866</u>

EVERYAGE
Forecasted Balance Sheets - Piedmont Crossing
September 30, 2022 through 2026

(In Thousands of Dollars)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Assets</u>					
Current Assets:					
Cash and cash equivalents	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2
Accounts receivable, net	454	454	454	454	454
Due from affiliates	-	-	-	-	451
Other receivables and current assets	202	202	202	202	202
Total current assets	<u>658</u>	<u>658</u>	<u>658</u>	<u>658</u>	<u>1,109</u>
Assets limited as to use:					
Operating reserves	-	-	-	-	-
Patient funds	15	15	15	15	15
Investments	-	-	-	-	-
Assets held by trustees and board designated	-	-	-	-	-
Total assets limited as to use	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>
Property and equipment, net	<u>13,002</u>	<u>12,136</u>	<u>11,203</u>	<u>10,225</u>	<u>9,403</u>
Total assets	<u>\$ 13,675</u>	<u>\$ 12,809</u>	<u>\$ 11,876</u>	<u>\$ 10,898</u>	<u>\$ 10,527</u>
<u>Liabilities and Net Assets</u>					
Current Liabilities:					
Current portion of long-term debt	\$ 371	\$ 346	\$ 154	\$ 152	\$ 151
Accounts payable and accrued expenses	1,397	1,397	1,397	1,397	1,397
Advance deposits, resident escrows and refund payables	673	673	673	673	673
Due to affiliates	4,650	3,419	2,212	881	-
Total current liabilities	<u>7,091</u>	<u>5,835</u>	<u>4,436</u>	<u>3,103</u>	<u>2,221</u>
Long-Term Liabilities:					
Long-term debt, less current portion	14,239	13,884	13,721	13,560	13,400
Long-term refund payable	2,814	2,522	2,265	1,964	1,638
Interest rate swap payable	155	50	25	25	50
Deferred revenue from advanced fees:					
Non-refundable contracts	6,638	7,471	8,212	8,921	9,628
Refundable contracts	1,872	1,986	2,053	2,093	2,113
Total liabilities	<u>32,809</u>	<u>31,748</u>	<u>30,712</u>	<u>29,666</u>	<u>29,050</u>
Net Assets:					
Without donor restrictions	<u>(19,134)</u>	<u>(18,939)</u>	<u>(18,836)</u>	<u>(18,768)</u>	<u>(18,523)</u>
Total net assets	<u>(19,134)</u>	<u>(18,939)</u>	<u>(18,836)</u>	<u>(18,768)</u>	<u>(18,523)</u>
Total liabilities and net assets	<u>\$ 13,675</u>	<u>\$ 12,809</u>	<u>\$ 11,876</u>	<u>\$ 10,898</u>	<u>\$ 10,527</u>

EVERYAGE
Forecasted Balance Sheets - Home Office
September 30, 2022 through 2026

(In Thousands of Dollars)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Assets</u>					
Current Assets:					
Cash and cash equivalents	\$ 92	\$ 92	\$ 92	\$ 92	\$ 92
Accounts receivable, net	-	-	-	-	-
Due from affiliates	743	743	743	743	743
Other receivables and current assets	176	176	176	176	176
Total current assets	<u>1,011</u>	<u>1,011</u>	<u>1,011</u>	<u>1,011</u>	<u>1,011</u>
Assets limited as to use:					
Operating reserves	15,566	16,998	17,490	17,344	17,796
Patient funds	-	-	-	-	-
Investments	1,261	1,261	1,261	1,261	1,261
Assets held by trustees and board designated	67,994	72,856	76,978	80,842	85,324
Total assets limited as to use	<u>84,821</u>	<u>91,115</u>	<u>95,729</u>	<u>99,447</u>	<u>104,381</u>
Property and equipment, net	<u>7,740</u>	<u>7,520</u>	<u>7,276</u>	<u>7,011</u>	<u>6,725</u>
Total assets	<u>\$ 93,572</u>	<u>\$ 99,646</u>	<u>\$ 104,016</u>	<u>\$ 107,469</u>	<u>\$ 112,117</u>
<u>Liabilities and Net Assets</u>					
Current Liabilities:					
Current portion of long-term debt	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts payable and accrued expenses	1,095	1,095	1,095	1,095	1,095
Advance deposits, resident escrows and refund payables	-	-	-	-	-
Due to affiliates	26,477	30,543	32,792	34,019	36,334
Total current liabilities	<u>27,572</u>	<u>31,638</u>	<u>33,887</u>	<u>35,114</u>	<u>37,429</u>
Long-Term Liabilities:					
Long-term debt, less current portion	-	-	-	-	-
Long-term refund payable	-	-	-	-	-
Interest rate swap payable	-	-	-	-	-
Deferred revenue from advanced fees:					
Non-refundable contracts	-	-	-	-	-
Refundable contracts	-	-	-	-	-
Total liabilities	<u>27,572</u>	<u>31,638</u>	<u>33,887</u>	<u>35,114</u>	<u>37,429</u>
Net Assets:					
Without donor restrictions	<u>66,000</u>	<u>68,008</u>	<u>70,129</u>	<u>72,355</u>	<u>74,688</u>
Total net assets	<u>66,000</u>	<u>68,008</u>	<u>70,129</u>	<u>72,355</u>	<u>74,688</u>
Total liabilities and net assets	<u>\$ 93,572</u>	<u>\$ 99,646</u>	<u>\$ 104,016</u>	<u>\$ 107,469</u>	<u>\$ 112,117</u>

EVERYAGE

Forecasted Statements of Operations and Changes in Net Assets - Abernethy Laurels

Years Ending September 30, 2022 through 2026

	(In Thousands of Dollars)				
	2022	2023	2024	2025	2026
Operating revenues:					
Health care	\$ 16,419	\$ 16,665	\$ 16,915	\$ 17,169	\$ 17,427
Pavilion/assisted living	1,075	1,107	1,140	1,175	1,210
Outside services	121	124	128	131	136
Home care	994	1,023	1,055	1,086	1,118
Residential living service	5,311	5,523	5,744	5,974	6,213
Amortization of advance fees	1,682	1,682	1,873	2,034	2,189
Management fee income	-	-	-	-	-
Other operating revenue	179	184	190	196	201
Total operating revenues	<u>25,781</u>	<u>26,308</u>	<u>27,045</u>	<u>27,765</u>	<u>28,494</u>
Operating expenses:					
Health care	7,518	7,743	7,976	8,215	8,461
Medical records	74	76	78	81	83
Personnel *	4,032	4,153	4,277	4,406	4,537
Laundry	168	173	178	184	189
Social services	109	112	115	119	123
Activities	205	210	218	224	231
Spiritual life	68	70	72	74	76
Housekeeping	782	806	830	854	880
Plant maintenance	1,798	1,831	1,864	1,899	1,933
Staff development	98	100	104	107	110
Pavilion/assisted living	591	609	628	646	666
Outside Services	69	70	73	75	77
Independent living	244	251	259	267	274
Home care	344	354	365	376	387
Clinic	80	82	85	88	90
Resident services	48	49	51	52	54
Transportation	99	102	106	109	112
Administrative	841	867	893	920	947
Marketing	414	427	439	452	466
Dietary	2,319	2,389	2,461	2,535	2,610
Wellness center	142	146	150	155	159
Beauty shop	-	-	-	-	-
Day care	-	-	-	-	-
Management fees	1,547	1,579	1,623	1,666	1,710
Depreciation/amortization	3,292	3,312	3,318	3,282	3,342
Real estate taxes	-	-	-	-	-
Interest expense	2,367	1,241	1,455	1,603	1,633
Insurance **	454	467	481	495	510
Bad debts	100	100	100	100	100
Other operating expenses ***	195	201	203	210	218
Total operating expenses	<u>27,998</u>	<u>27,520</u>	<u>28,402</u>	<u>29,194</u>	<u>29,978</u>
Operating loss	<u>(2,217)</u>	<u>(1,212)</u>	<u>(1,357)</u>	<u>(1,429)</u>	<u>(1,484)</u>
Nonoperating income (loss):					
Contribution income	100	125	125	125	125
Other nonoperating expense	59	483	158	64	(40)
Investment/interest income	-	-	-	-	-
Net nonoperating income	<u>159</u>	<u>608</u>	<u>283</u>	<u>189</u>	<u>85</u>
Changes in net assets	<u>(2,058)</u>	<u>(604)</u>	<u>(1,074)</u>	<u>(1,240)</u>	<u>(1,399)</u>
Net assets, beginning	<u>1,742</u>	<u>(316)</u>	<u>(920)</u>	<u>(1,994)</u>	<u>(3,234)</u>
Net assets, ending	<u>\$ (316)</u>	<u>\$ (920)</u>	<u>\$ (1,994)</u>	<u>\$ (3,234)</u>	<u>\$ (4,633)</u>

* Personnel includes cost of employee benefits including health care claims, premiums, and workers compensation insurance which is allocated from the Home Office based on the actual expenses and the number of employees.

** Insurance includes cost of property and liability insurance allocated from the Home Office based on property values.

*** Other operating expenses include cost of information technology expenses allocated from the Home Office based on the number of users.

EVERYAGE

Forecasted Statements of Operations and Changes in Net Assets - Piedmont Crossing

Years Ending September 30, 2022 through 2026

	(In Thousands of Dollars)				
	2022	2023	2024	2025	2026
Operating revenues:					
Health care	\$ 9,883	\$ 10,031	\$ 10,182	\$ 10,334	\$ 10,489
Pavilion/assisted living	866	892	919	946	975
Outside services	17	18	18	19	19
Home care	2,611	2,690	2,770	2,853	2,939
Residential living service	4,896	5,092	5,296	5,508	5,728
Amortization of advance fees	1,738	1,532	1,702	1,848	1,982
Management fee income	-	-	-	-	-
Other operating revenue	81	83	86	88	91
Total operating revenues	<u>20,092</u>	<u>20,338</u>	<u>20,973</u>	<u>21,596</u>	<u>22,223</u>
Operating expenses:					
Health care	5,235	5,393	5,554	5,721	5,893
Medical records	43	45	46	47	49
Personnel *	3,392	3,494	3,599	3,707	3,818
Laundry	119	123	127	130	134
Social services	124	128	132	136	140
Activities	123	127	130	134	138
Spiritual life	66	68	70	72	75
Housekeeping	447	460	474	489	503
Plant maintenance	1,450	1,477	1,504	1,531	1,560
Staff development	42	44	45	46	48
Pavilion/assisted living	238	245	252	260	267
Independent living	14	-	-	-	-
Outside Services	70	72	74	76	79
Home care	1,767	1,820	1,875	1,931	1,989
Clinic	20	21	22	22	23
Resident services	166	171	176	181	186
Transportation	35	36	37	38	39
Administrative	646	665	685	706	727
Marketing	396	408	421	433	446
Dietary	1,635	1,684	1,734	1,786	1,840
Wellness center	-	-	-	-	-
Beauty shop	46	47	49	50	52
Day care	-	-	-	-	-
Management fees	1,206	1,220	1,258	1,296	1,333
Depreciation/amortization	1,626	1,676	1,767	1,836	1,706
Real estate taxes	-	-	-	-	-
Interest expense	462	342	367	388	384
Insurance **	309	318	328	338	348
Bad debts	30	30	30	30	30
Other operating expenses ***	180	186	191	197	203
Total operating expenses	<u>19,887</u>	<u>20,300</u>	<u>20,947</u>	<u>21,581</u>	<u>22,010</u>
Operating income	<u>205</u>	<u>38</u>	<u>26</u>	<u>15</u>	<u>213</u>
Nonoperating income (loss):					
Contribution income	-	-	-	-	-
Other nonoperating expense	48	157	77	53	32
Investment/interest income	-	-	-	-	-
Net nonoperating income	<u>48</u>	<u>157</u>	<u>77</u>	<u>53</u>	<u>32</u>
Changes in net assets	<u>253</u>	<u>195</u>	<u>103</u>	<u>68</u>	<u>245</u>
Net assets, beginning	<u>(19,387)</u>	<u>(19,134)</u>	<u>(18,939)</u>	<u>(18,836)</u>	<u>(18,768)</u>
Net assets, ending	<u>\$ (19,134)</u>	<u>\$ (18,939)</u>	<u>\$ (18,836)</u>	<u>\$ (18,768)</u>	<u>\$ (18,523)</u>

* Personnel includes cost of employee benefits including health care claims, premiums, and workers compensation insurance which is allocated from the Home Office based on the actual expenses and the number of employees.

** Insurance includes cost of property and liability insurance allocated from the Home Office based on property values.

*** Other operating expenses include cost of information technology expenses allocated from the Home Office based on the number of users.

EVERYAGE

Forecasted Statements of Operations and Changes in Net Assets - Home Office

Years Ending September 30, 2022 through 2026

	(In Thousands of Dollars)				
	2022	2023	2024	2025	2026
Operating revenues:					
Health care	\$ -	\$ -	\$ -	\$ -	\$ -
Pavilion/assisted living	-	-	-	-	-
Outside services	-	-	-	-	-
Home care	-	-	-	-	-
Residential living service	-	-	-	-	-
Amortization of advance fees	-	-	-	-	-
Management fee income	4,272	5,352	5,445	5,536	5,628
Other operating revenue	1,124	1,158	1,192	1,228	1,265
Total operating revenues	<u>5,396</u>	<u>6,510</u>	<u>6,637</u>	<u>6,764</u>	<u>6,893</u>
Operating expenses:					
Health care	-	-	-	-	-
Medical records	-	-	-	-	-
Personnel	1,572	1,619	1,668	1,718	1,770
Laundry	-	-	-	-	-
Social services	-	-	-	-	-
Activities	-	-	-	-	-
Spiritual life	-	-	-	-	-
Housekeeping	-	-	-	-	-
Plant maintenance	-	-	-	-	-
Staff development	-	-	-	-	-
Pavilion/assisted living	-	-	-	-	-
Outside Services	-	-	-	-	-
Independent living	-	-	-	-	-
Home care	-	-	-	-	-
Clinic	-	-	-	-	-
Resident services	-	-	-	-	-
Transportation	-	-	-	-	-
Administrative	3,889	4,005	4,125	4,249	4,377
Marketing	-	-	-	-	-
Dietary	-	-	-	-	-
Wellness center	-	-	-	-	-
Beauty shop	-	-	-	-	-
Day care	334	344	355	365	376
Depreciation/amortization	416	388	417	443	469
Real estate taxes	10	10	10	10	10
Interest expense	5	-	-	-	-
Insurance	96	99	102	105	108
Bad debts	-	-	-	-	-
Other operating expenses	71	73	76	78	80
Total operating expenses	<u>6,393</u>	<u>6,538</u>	<u>6,753</u>	<u>6,968</u>	<u>7,190</u>
Operating loss	<u>(997)</u>	<u>(28)</u>	<u>(116)</u>	<u>(204)</u>	<u>(297)</u>
Nonoperating income (loss):					
Contribution income	-	-	-	-	-
Other nonoperating expense	(90)	(94)	(93)	(100)	(100)
Investment/interest income	1,930	2,130	2,330	2,530	2,730
Net nonoperating income	<u>1,840</u>	<u>2,036</u>	<u>2,237</u>	<u>2,430</u>	<u>2,630</u>
Changes in net assets	843	2,008	2,121	2,226	2,333
Net assets, beginning	<u>65,157</u>	<u>66,000</u>	<u>68,008</u>	<u>70,129</u>	<u>72,355</u>
Net assets, ending	<u>\$ 66,000</u>	<u>\$ 68,008</u>	<u>\$ 70,129</u>	<u>\$ 72,355</u>	<u>\$ 74,688</u>

Section VII:
Reserves, Escrow and Trusts

The Board of Directors established an operating reserve in an amount equal to twenty-five (25) percent of the budgeted expenses for 2022 for the purpose of preserving the financial stability of the Corporation. In accordance with guidance received by the NC Department of Insurance dated September 26, 2019, and subsequent guidance received December 4, 2020, the calculation of operating reserve is based on the forecasted operating expenses for Fiscal Year 2022 and occupancy as of September 30, 2021. The funds held for operating reserve are invested and managed by independent money managers and had a balance of \$15,565,940 at December 31, 2021.

N.C.G.S. 58-64-33 requires the Corporation to maintain an operating reserve equal to fifty (50) percent of the total operating costs of the Community forecasted for the twelve-month period following the period covered by the most recent disclosure statement filed with the Department or twenty-five (25) percent, if occupancy is in excess of ninety (90) percent for the year ending September 30, 202. Based on the Financial Forecasts, the Corporation will possess sufficient reserves to satisfy the Operating Reserve Requirement for EveryAge d/b/a Piedmont Crossing as shown below:

**Total Forecasted 2021 Operating Costs for
EveryAge**

Total Operating Costs:	\$19,888,401
Principal Payment	1,261,000
Less Depreciation Expense	(1,600,660)
Less Amortization Expense	(25,208)
Less Debt Service Reserve Account	(877,799)
	<u>\$18,645,734</u>

OPERATING RESERVE REQUIREMENT

Total Forecasted Operating Costs for 2022	\$18,645,734
Multiplied by Required Percentage	<u>X 25%</u>
Total Operating Reserve Required for 2022	<u>\$4,661,434</u>

ASSETS AVAILABLE TO FUND OPERATING RESERVE

Portion of reserve corpus of assets whose use is limited - Board designated	<u>15,565,940</u>
Necessary funds available to fund operating reserve	<u>\$4,661,434</u>

For all of the above reserves, the Finance Committee of the Board of Directors has developed an investment policy and makes the final decision concerning investment strategies.

Section VIII: **Community Development and Expansion**

Piedmont Crossing

The first phase of Piedmont Crossing was constructed in 1986 as a continuing care retirement community. The Health Center originally had fifty-four licensed nursing beds and forty licensed adult care (assisted living) beds. The Community was opened with **Residential Living Units** of apartments, villas, and cottages. Villa units and additional cottages have been added as they were marketed.

Further development of Piedmont Crossing occurred in the mid-1990s, with the addition of the Pavilion building, which was dedicated April 28, 1996, and consists of a Pavilion, and 36 - one- and two-bedroom apartments. The Pavilion provides a variety of residential and adult care (assisted living) opportunities from a two-bedroom apartment to single occupancy studio rooms.

There is land available on the site to add additional villas, cottages, and apartments. One additional cottage was completed and added to the campus in 2008. In 2021, preliminary plans began to evaluate the needed site infrastructure, such as water and sewer, to allow for the addition of cottages and/or villas in the future.

In October of 2009, the Board of Directors approved plans to renovate and expand the Piedmont Crossing Health Center, with the intent to finance the relocation of sixty licensed beds from the EveryAge Centerclair facility, formerly located in Lexington, NC, to the Piedmont Crossing campus. This consolidation included construction of new facilities on the Piedmont Crossing campus and the addition of sixty beds to the updated Health Center, for a total of 114 licensed beds. The consolidation was completed on January 12, 2012.

The project included upgrades to the existing healthcare rooms, with the addition of 54 new beds constructed as three individual “households” and connected to the existing facility. Each “Household model” is designed to create a homelike atmosphere for residents and consists of a large open kitchen, a family/living room, dining room, and private resident rooms. The concept allows for ample flexibility in the activities of daily living.

In 2019, the Adult Care Dining and Activity Space was renovated. Also, a Bistro was added to the community to provide an alternative dining venue for residents, staff, and visitors to enjoy.

Funding

Funding for future capital expansion will be provided by Residency Fees, contributions from interested individuals and other donors, entities, organizations, etc., bank financing, sale of tax-exempt bonds, and/or use of available reserves.

Section IX: **Other Material Information**

All 114 skilled nursing beds at Piedmont Crossing are Medicare certified and ninety (90) of the skilled nursing beds are also Medicaid certified.

The Corporation strives to make every effort to reach out to the wider community and respond with care and services to meet a variety of needs of the growing older population. As opportunities and finances are available, new outreach ministries are undertaken, not only to respond to needs, but to also help set standards for quality care and affordable retirement living opportunities. The Corporation is committed to a mission of carrying on charitable work in response to community and individual needs as funds are available and as opportunities present themselves.

The Corporation purchases general, professional, and excess automobile liability insurance from Caring Communities, a Reciprocal Risk Retention Group (“CCrRRG”). CCrRRG is a District of Columbia insurer owned by over 60 members, including EveryAge, all of whom are not-for-profit providers of senior services and housing, except one member which is a Vermont insurer owned by its members all of which are also not-for-profit providers of senior services and housing. CCrRRG is registered with the North Carolina Department of Insurance but is not covered by the North Carolina Guarantee Association.

Capital contributions are now represented by the EveryAge Charter Capital Account of CCrRRG.

Balance Sheet, Profit and Loss, and Cash Flow items with a Material Variance of greater of 10% and \$500,000 are itemized and explained in corresponding footnotes in the following pages numbered 27, 28, 29, and 30.

Balance Sheet

EveryAge					
Comparison 2021 Forecast to 2021 Actuals					
Balance Sheet (In Thousands of Dollars)					
					Material Variances of greater of 10% and \$500K are itemized and explained on Notes page.
	2021	2021			
	Forecast	Actual	Variance	% Variance	Footnote
Assets					
Current Assets:					
Cash and cash equivalents	\$ 1,369	\$ 96	\$ (1,273)	(92.99%)	(a)
Assets limited as to use	\$ -		\$ -	0.00%	
Accounts receivable, net	1,575	1,264	(311)	(19.75%)	
Due from affiliates	422	743	321	76.07%	
Other receivables and current assets	934	644	(290)	(31.05%)	
Total current assets	4,300	2,747	(1,553)	(36.12%)	
Assets limited as to use:					
Operating reserves	14,899	14,899	-	0.00%	
Patient Funds	50	68	18	36.00%	
Investments	1,156	1,261	105	9.05%	
Assets held by trustees and board designated	55,591	68,491	12,900	23.20%	(b)
Total assets limited as to use	71,696	84,718	13,022	18.16%	
Property and equipment, net	70,177	69,622	(555)	(0.79%)	(c)
Total assets	146,173	157,087	10,914	7.47%	
Liabilities and Net Assets					
Current Liabilities:					
Line of Credit	-	500	500	100.00%	(d)
Current portion of long-term debt	1,465	1,465	-	0.00%	
Accounts payable and accrued expenses	4,235	3,901	(334)	(7.89%)	
Advance deposits, resident escrows and refunds payable	1,828	1,404	(424)	(23.19%)	
Due to affiliates	5,119	6,464	1,345	26.27%	(e)
Total current liabilities	12,647	13,734	1,087	95.19%	
Long-Term Liabilities:					
Interest rate swap payable	-	779	779	100.00%	(f)
Long-term debt, less current portion	69,092	69,092	(0)	(0.00%)	
Long-term refund payable	7,532	7,283	(249)	(3.30%)	
Deferred revenue from advanced fees:					
Non-refundable contracts	15,705	14,753	(952)	(6.06%)	
Refundable contracts	4,429	3,935	(494)	(11.14%)	
Total liabilities	109,405	109,577	172	174.68%	
Net Assets:					
Without Donor Restrictions:	36,768	47,473	10,705	29.11%	(g)
With Donor Restrictions	-	38	38	100.00%	
Total net assets	36,768	47,511	10,743	29.22%	
Total liabilities and net assets	\$ 146,173	\$ 157,087	\$ 10,914	7.47%	
Based on material variance of 10% in main category with floor of \$500K					

Profit and Loss Statement

EveryAge					
Comparison 2021 Forecast to 2021 Actuals					
Profit and Loss Statement (In Thousands of Dollars)					Material Variances of greater of 10% and \$500K are itemized and explained on Notes page.
	2021	2021			
	Forecast	Actual	Variance	% Variance	Footnote
Operating revenues:					
Health care	\$ 26,632	\$ 24,204	\$ (2,428)	(9.12%)	(h)
Residential living service	9,805	9,266	(539)	(5.50%)	
Pavilion/assisted living	1,782	1,511	(271)	(15.20%)	
Home care	2,622	2,463	(159)	(6.08%)	
Outside services	150	15	(135)	(89.99%)	
Amortization of advance fees	3,401	3,524	123	3.62%	
Management fee income	1,852	1,852	-	0.00%	
Other operating revenue	1,181	2,175	994	84.17%	(i)
Total operating revenues	47,425	45,010	(2,415)	(5.09%)	
Operating expenses:					
Health care	12,010	10,499	(1,511)	(12.58%)	(j)
Medical records	105	98	(7)	(6.78%)	
Personnel	8,546	8,792	246	2.88%	
Laundry	260	231	(29)	(11.13%)	
Social services	206	208	2	0.83%	
Activities	285	275	(10)	(3.45%)	
Spiritual life	129	119	(10)	(8.01%)	
Housekeeping	1,051	1,018	(33)	(3.17%)	
Plant maintenance	3,149	3,329	180	5.72%	
Staff development	143	101	(42)	(29.14%)	
Pavilion/assisted living	838	641	(197)	(23.52%)	
Outside services	123	14	(109)	(88.79%)	
Independent living	284	328	44	15.34%	
Home care	2,066	1,968	(98)	(4.72%)	
Clinic	88	92	4	4.28%	
Resident services	198	156	(42)	(21.15%)	
Transportation	125	148	23	18.11%	
Dietary	4,076	3,432	(644)	(15.81%)	(k)
Wellness center	143	125	(18)	(12.60%)	
Beauty shop	58	10	(48)	(83.05%)	
Day care	332	256	(76)	(22.93%)	
General and administrative:					
Administrative	4,862	4,404	(458)	(9.43%)	
Marketing	824	571	(253)	(30.68%)	
Depreciation/amortization	5,043	5,000	(43)	(0.85%)	
Real estate taxes	11	10	(1)	(7.55%)	
Interest expense	2,818	2,743	(75)	(2.67%)	
Insurance	664	823	159	23.96%	
Bad debts	236	197	(39)	(16.32%)	
Other operating expenses	451	383	(68)	(15.14%)	
Total operating expenses	49,124	45,969	(3,155)	(6.42%)	
Operating loss	(1,699)	(959)	740	43.55%	
Nonoperating income (loss):					
Contribution income	50	(1,086)	(1,136)	(2271.20%)	(l)
Change in Fair Value of Interest Rate Swap	-	(779)	(779)	(100.00%)	(m)
Other nonoperating expense	(202)	2,835	3,037	1503.22%	(n)
Investment/interest income	2,588	11,437	8,849	341.92%	(o)
Net nonoperating income	2,436	12,407	9,971	409.31%	
Changes in net assets	\$ 737	\$ 11,448	\$ 10,711	1453.27%	
Based on material variance of 10% in main category with floor of \$500K					

Cash Flow Statement

EveryAge					
Comparison 2021 Forecast to 2021 Actuals					
Cash Flow (In Thousands of Dollars)					
				Material Variances of greater of 10% and \$500K are itemized and explained on Notes page.	
	2021	2021			
	Forecast	Actual	Variance	% Variance	Footnote
Cash flows from operating activities:					
Changes in net assets	737	11,448	10,711	1453.27%	(p)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:					
Net realized and unrealized gain on investments	(2,588)	(11,437)	8,849	341.92%	(q)
Depreciation/amortization	4,931	4,888	(43)	(0.87%)	
Amortization of advance fees	(3,401)	(3,524)	(123)	(3.62%)	
Advance fees received - nonrefundable	4,801	3,488	(1,313)	(27.36%)	(r)
Advance fees received - refundable	815	664	(151)	(18.49%)	
Changes in assets and liabilities:					
(Increase) decrease in:					
Accounts receivable, net	7	627	620	8857.14%	(s)
Increase (decrease) in:					
Accounts payable and accrued expenses	-	(1,261)	(1,261)	(100.00%)	(t)
Advance deposits, resident escrows and refunds payables	(220)	(67)	153	69.55%	
Net cash provided by operating activities	5,082	4,825	17,288	(5.05%)	
Cash flows from investing activities:					
Changes in assets limited as to use	3,187	(967)	(4,154)	(130.34%)	(u)
Repayments from related parties, net	568	1,592	1,024	180.28%	(v)
Purchases of property and equipment	(5,792)	(5,202)	590	10.18%	(w)
Net cash used in investing activities	(2,037)	(4,577)	(2,540)	(124.71%)	
Cash flows used in financing activities:					
Borrowing (payments) on line of credit, net	-	500	500	100.00%	(x)
Refunds of advance fees	(1,460)	(1,216)	244	16.74%	
Interest Rate Swap	-	779	779	100.00%	(y)
Principal payments of long-term debt	(1,585)	(1,585)	0	0.03%	
Net cash used in financing activities	(3,045)	(1,521)	1,524	216.77%	
Net increase (decrease) in cash and cash equivalents	-	(1,273)	(1,273)	(100.00%)	(z)
Cash and cash equivalents, beginning	1,369	1,369	-	0.00%	
Cash and cash equivalents, ending	1,369	96	(1,273)	(92.98%)	
Based on material variance of 10% in main category with floor of \$500K					

Footnotes

EveryAge
Comparison 2021 Forecast to 2021 Actuals
Footnotes
Based on material variance of 10% in main category with floor of \$500K
(a) Cash balance less than forecast due to year end timing
(b) Significant growth in investment portfolio during FY 2021
(c) Capital purchases were lower than expected for FY 2021 leading to variance in total PP&E See Footnote (w)
(d) Borrowing on construction line of credit. Variance due to timing of LOC advance at year end.
(e) Intercompany balances between EveryAge affiliates, Variance due to timing of cash transfers.
(f) Debt restructuring completed in October, 2021 included purchase of swaps which were priced in September, 2021 and recorded on balance sheet
(g) See Footnote (b), Asset growth greater than expected in FY 2021
(h) Healthcare Operating Revenues lower than Forecast due to COVID based occupancy reductions
(i) CARES Act Funds higher than anticipated in Forecast
(j) Healthcare expenses highly correlated with Healthcare revenues. See Footnote (h). Occupancy lower than anticipated
(k) Dietary expenses are primarily driven by census, See Footnote (h) & (j)
(l) Contribution income includes transfers between affiliates. There was a \$1 Million transfer to our holding company at year end
(m) See Footnote (f), Recorded swap value at year end
(n) During FY 2021, we recorded cash receipt from sale of property for \$2.7 Million. This was not anticipated in the Forecast and resulted in the variance
(o) See Footnote (b) & (g). Gains on portfolio significantly higher than expected
(p) See Footnote (b) & (g), Asset growth greater than expected in FY 2021
(q) See Footnote (b) & (g), Asset growth greater than expected in FY 2021
(r) COVID related decline in Entry Fees received
(s) Lower than anticipated A/R at year end
(t) Lower than expected expenses resulted in reduction in A/P
(u) See Footnote (b) & (g), Asset growth greater than expected in FY 2021
(v) See Footnote (e), Intercompany balances between EveryAge affiliates, Variance due to timing of cash transfers.
(w) See Footnote (c) Capital purchases were lower than expected for FY 2021
(x) See Footnote (d) Borrowing on construction line of credit. Variance due to timing of LOC advance at year end.
(y) See Footnote (f) & (m)
(z) See Footnote (a), Cash balance less than forecast due to year end timing

Exhibit 1: Fee Schedules

Each of the following **Fee Schedules** provide an itemized list of services, not included in the Monthly Fee, which may be available on a fee-for-service basis.

EveryAge d/b/a Piedmont Crossing
The Health Center and Adult Care Home
 Fee Schedule as of October 1, 2021

Activities

Fees for workshops, trips, programs, and classes will be established according to costs related to the activity.

Laundry Service

Personal Laundry Service (per month) \$75.00

Clerical Services

(Per 1/2 hour/plus supplies)

Administrative Services \$ 17.00
 NSF Check Fee 50.00
 Late Payment Fee..... 50.00
 Fax Fee..... 5.00
 Duplication beyond five pages (per page)..... 0.25
 Long-Term Care Insurance Processing Fee (Initial) 70.00
 Long-Term Care Insurance Processing Fee (Monthly) 38.00

Salon Services

Color Rinse \$ 4.00
 Haircut (Dry) 16.00
 Shampoo/Condition/Set/Blow Out..... 25.00
 Permanent..... 62.00
 Color..... 60.00
 Color/Highlight (Add)..... 70.00
 Manicure 20.00
 Pedicure..... 30.00

(Other services available at posted prices)

Meals

Guest Breakfast..... \$6.00
 Guest Lunch..... 9.00
 Guest Dinner..... 10.00
 Charge to Account without ID card..... 3.50
 Child's Plate (under 13 years) 5.00
 Hearth Upcharge per meal for NF/ACH..... 4.00

Catering Services – Quote upon request

Telephone

Monthly fee..... 20.00

Long Distance Fees Apply

Medical

Glucose Test..... \$ 8.00
 Pacemaker Check..... 33.00
 Bladder Scan..... 33.00
 Oxygen (per day)..... 9.50

(Other services available at posted prices)

Nursing Services Incontinence Program Per Day*

Small \$10.50
 Medium 12.50
 Large 13.50
 X-Large 15.50
 XX-Large 17.50
 Bariatric 20.50

(Non-routine nursing supplies are charged per unit)

Transportation

Trips are charged a mileage fee, plus attendant

Attendant Fees per hour, per attendant \$ 45.00
 Weekends/Holidays per hour, plus mileage..... 50.00
 Mileage Fees, per mile \$1.50

Guest Accommodations (per night)..... \$85.00

Emergency Pendant

Emergency Pendant Service Monthly Fee \$ 35.00
 Emergency Pendant Replacement 140.00

Watchmate Wander Alert Service:

Monthly Fee..... \$ 35.00

Lockbox..... \$15.00

Use Of Common Space

Residents may use common spaces for private gatherings by making reservations with administration. There is no charge for the space.

Set up and Clean up
 Per staff person/per 1/2 hour \$26.00

Daily Room Fees

Healthcare Suite (Private)..... \$300.00
 Healthcare Companion Suite (Semiprivate)..... 284.00
 Adult Care Home Suite (Private) (100 Hall)..... 203.00
 Adult Care Home Companion Suite (100 Hall) 151.00
 Pine Parkway Rooms (413-430) 396.00
 Willow Parkway Private Suites (313-330)..... 312.00

Companion or Private Sitter Services

Companion (per hour)..... \$21.00
 Home Care Aide (per hour)..... 24.00
 Weekends and Holidays (additional charge per hour) 5.00
 *Premium Charge for Short Notice..... Daily Fees X2

**Less than 24 hours advanced notice of service requests*

Note: Arrangements for special services not listed may be made by contacting administration. Fees are subject to change with an advance notice.

EveryAge d/b/a Piedmont Crossing
The Village and Pavilion
 Fee Schedule as of October 1, 2021

Activities Fees for workshops, trips, programs, and classes will be established according to costs related to the activity.

Catered Support Services (1/2 hour minimum)
 Per 1/2 hour per staff person\$29.00

Key Duplication (each).....\$7.00

Landscaping (available on request)

Housekeeping Packages

4 Hours per Month..... \$ 112.00
 8 Hours per Month.....198.00
 12 Hours per Month271.00
 Personal Laundry Service
 (per month, Pavilion only)\$75.00

Clerical (Per half hour, plus supplies)

Administrative Services..... \$16.00
 NSF Check Fee50.00
 Late Payment Fee.....50.00
 Fax..... 5.00
 Duplication beyond 5 pages (per copy)..... 0.25

Salon Services

Color Rinse \$ 4.00
 Hair Cut (Dry)16.00
 Shampoo, Condition and Set/Blow Out.....25.00
 Permanent.....62.00
 Color.....60.00
 Color/Highlight (Add).....70.00
 Manicure20.00
 Pedicure.....30.00

(Other services available at posted prices)

Dining Services (Resident or Guest)

Breakfast6.00
 Lunch.....9.00
 Dinner10.00
 Child's Place (under 13)5.00
 Meal Delivery (per delivery).....5.00
 Charge to Account without ID card3.50
 A la carte ordering available in Hearth
 Special Event Meals.....Posted Price
 Catering Services.....Quote Upon Request

Dining Packages:

\$ 90 POS Dining Credit (save \$5.00) \$ 85.00
 \$180 POS Dining Credit (save \$15.00)165.00
 \$270 POS Dining Credit (save \$25.00)245.00
 \$360 POS Dining Credit (save \$35.00).....325.00
 \$450 POS Dining Credit (save \$45.00)405.00
 \$540 POS Dining Credit (save \$55.00).....485.00
 The Crossing Bistro (a la carte).....Posted Price

P.O.S. Card Replacement (each)\$15.00

Guest Rooms (per night) Studio.....\$85.00

Emergency Pendant \$140.00

(if lost, charge of cost for replacement per bracelet)

Spectrum Cable Box(es)..... \$ 100.00
 (if lost or removed, charge of cost for replacement per box)

Transportation

Trips are charged a mileage fee, plus attendant
 Attendant Fees per hour, per attendant

Attendant Fees
 (per hour, per attendant)28.00
 Weekends attendant
 (per half hour plus mileage).....32.00
 Mileage Fees (per mile).....1.50

Use of Common Space

Residents may use common spaces for private gatherings by making reservations with administration. There is no charge for the space.

Set up/Clean up,
 per staff person, per half hour: \$ 26.00

Note: Arrangements for special services not listed may be made by contacting administration. Fees are subject to change with an advance notice.

EveryAge d/b/a Piedmont Crossing
Piedmont At Home
 Fee Schedule as of October 1, 2021

Home Care

Companion (per hour).....	\$21.00
Home Care Aide (per 1/2 hour).....	24.00
Weekends/Holidays (additional charge per hour).....	5.00
Licensed Nurse Visit (per 1/2 hour)	40.00
Home Care Enrollment Fee	85.00
Dietician Consultant (per hour).....	57.00

*Less than 24 hours advanced notice of service requests

* Cancellation of services with less than 24-Hour Notice \$ 26.50

Medication Assistance (per month at Clinic)

1 time per day at clinic.....	\$ 90.00
2 times per day at clinic.....	120.00
3 times per day at clinic.....	165.00
4 times per day at clinic.....	206.00

Medication Box Fill (per week)..... \$ 45.00

Medication Assistance (per month – Pavilion only)

1 time per day in apartment.....	\$ 450.00
2 times per day in apartment.....	900.00
3 times per day in apartment.....	1,350.00
4 times per day in apartment.....	1,800.00

Other Home Care Charges and Services

(plus cost of supplies)

Clinic Visit.....	\$ 59.00
Infirmery/Clinic Day Charge (per day).....	170.00
Incontinence Supplies.....	Market Price
Blood Draws	23.00
Catheter Care.....	23.00
Colostomy/Ileostomy Care.....	23.00
Dressing Changes (uncomplicated/per visit).....	18.00
Dressing Changes (plus supplies/complex/per visit).....	28.00
Ear Irrigation.....	28.00
Glucose Test.....	8.00
Injections (other than Flu/Pneumonia).....	18.50
Pacemaker Check	33.00
Blood Pressure Check	8.00
Urinalysis (Specimen Collection).....	13.00
Long-term Care Insurance - Initial set up fee	70.00
Long-term Care Insurance - Monthly filing fee	38.00

Note: Arrangements for special services not listed may be made by contacting administration. Fees are subject to change with an advance notice.

Exhibit 2: Residential Living Unit: 50% Refund

Residential Living Unit: 50% Refund

Residential Living Residency Agreement
Between

(Resident)

And

EveryAge d.b.a., Piedmont Crossing
100 Leonard Avenue, Newton, NC 28658

Dated: March 1, 2022

PIEDMONT CROSSING
EveryAge
100 Leonard Avenue, Newton, NC 28658

Residential Living Residency Agreement

1. Basic Requirements and Terms for Cancellation

(a) This Residency Agreement is made this _____ day of _____, 20____ by and between _____ hereinafter referred to as the “*Resident*” and EveryAge, a not-for-profit Corporation chartered by the State of North Carolina, hereinafter referred to as the “*Corporation.*” The Corporation is chartered to carry on ministry among aging persons within the bounds of the Southern Conference of the United Church of Christ. This Residency Agreement is made between the Corporation and the Resident for occupancy of a _____ numbered _____, hereinafter referred to as the “*Residential Living Unit,*” located at Piedmont Crossing, hereinafter referred to as the “*Community.*” This Residency Agreement is made binding with payment by the Resident a Residency Fee in the amount of \$ _____, and a Monthly Fee.

(b) Cancellation Prior to Occupancy Due to Death, Illness, or Incapacity.

If this Residency Agreement is entered into prior to occupancy of the Residential Living Unit and the Resident dies before occupying the Residential Living Unit, or if, on account of illness, injury, or incapacity, the Resident would be precluded from occupying the Residential Living Unit, this Residency Agreement is automatically cancelled, and the Resident or legal representative of the Resident shall receive a refund of all money or property transferred to the Corporation:

- i. less any nonstandard costs specifically incurred by the Corporation at the request of the Resident, and
- ii. any refund due the Resident for cancellation of this Residency Agreement under these circumstances will be made within forty-five (45) days after receipt by the Corporation of a written notice of the Resident’s death, illness, or incapacity.

(c) Cancellation by the Resident Within Thirty (30) Days of Contract Execution.

Notwithstanding any other provision of this Residency Agreement, the Resident may rescind this Residency Agreement within thirty (30) days following the execution of this Residency Agreement (or the receipt of a disclosure statement, if later) in which event any money paid will be refunded in full, other than:

- i. the Monthly Fee applicable to the period a Residential Living Unit was occupied by the Resident;
- ii. any damage caused to the Residential Living Unit during occupancy or in moving;
- iii. any nonstandard costs specifically incurred by the Corporation at the request of the Resident; and

Resident Initials: _____

- iv. any refund due the Resident under this thirty (30) day provision will be made within forty-five (45) days after receipt by the Corporation of a written notice of cancellation from the Resident. The Resident is not required to move into the Residential Living Unit before the expiration of this thirty (30) day period.

(d) Cancellation by the Resident Between the Thirtieth (30th) and Ninetieth (90th) Day of Occupancy.

During the first ninety (90) days of occupancy, the Resident will have the right to terminate this Residency Agreement by serving the Corporation with written notice of such termination. During the ninety (90) day period, the Corporation also has the right to terminate this Residency Agreement based on its judgment regarding the Resident's ability to adjust to this lifestyle. Any money paid will be refunded in full, other than:

- i. the Monthly Fee applicable to the period the Residential Living Unit was occupied by the Resident;
- ii. a ten percent (10%) reduction in the initial Residency Fee paid;
- iii. cost for repair of any damage caused to the Residential Living Unit during occupancy or in moving;
- iv. any nonstandard costs specifically incurred by the Corporation at the request of the Resident; and
- v. any refund due the Resident for termination during this period will be made within thirty (30) days after the date that the last Residential Living Unit to have been occupied by the Resident has been vacated and made available for marketing.

(e) Cancellation by the Resident After Ninety (90) Days of Occupancy.

After the ninety (90) day period, this Residency Agreement may be terminated by the Resident at any time by serving the Corporation a sixty (60) day advance written notice of such termination. For termination by the Resident under this paragraph (e), the Resident's rights to a refund and the account of any such refund, will be described in Section 3 of this Residency Agreement, below.

(f) Terminations by the Corporation

The Corporation may terminate this Residency Agreement at any time if:

- (i) there has been any material misrepresentation or omission made by the Resident on the Application Form;
- (ii) there is conduct on the part of the Resident that threatens the safety or well-being of the Resident, that of the Resident's neighbors, or employees of the Corporation.

(g) Responsibilities of the Resident Upon Cancellation or Termination

At the effective date of termination of this Residency Agreement, the Resident shall vacate the Residential Living Unit and shall leave it in good condition except for reasonable wear and tear. Damage due to smoking or having household pets, if approved, will not be considered as reasonable wear and tear. The Resident shall be responsible to the Corporation for any costs incurred in restoring the Residential Living Unit to good condition and repair any damage beyond reasonable wear and tear.

Resident Initials: _____

(h) Joint Occupancy of Residential Living Unit

If another individual (“Other Resident”) signs a separate Residency Agreement to share occupancy of the same Residential Living Unit with the Resident, in the event of the death of the Other Resident, or the removal of the Other Resident from the Residential Living Unit on a permanent basis for any reason, the remaining Resident will continue to enjoy all rights, privileges, and obligations of this Residency Agreement. Any refund of the Residency Fee due under either of said Residency Agreements will not be computed until the termination of both Residency Agreements due to death or otherwise, and any refund due under either Residency Agreement will be paid to the Resident or Other Resident who is the last to terminate his or her Residency Agreement, within the time period described in paragraph 3(g) of this Residency Agreement.

(i) Effect of Termination

Upon termination of this Residency Agreement and upon complying with the provisions of this Residency Agreement, the Corporation shall have no further obligation to the Resident or their heirs, executors, administrators, or assigns.

2. Changes In Occupancy

- (a) Should the Resident choose to marry, and the new spouse is not a resident of the Community, the spouse will be required to submit an application for admission. The spouse would complete the regular admission process including the payment of all fees, which may include but not be limited to the upgraded and readjusted Residency Fee and the Monthly Fee. If denied, the couple will then have sixty (60) days to make other living arrangements. If the couple must make other living arrangements, any monies to be returned will be paid to the individual who was a contracted resident of the Community. This refund will be paid within thirty (30) days after the date that the last Residential Living Unit to have been occupied by the Resident has been vacated and made available for remarketing.
- (b) Should the Resident choose to marry another resident and the two choose to occupy a single Residential Living Unit, any fees to be returned to the person vacating their Residential Living Unit will be set aside and held by the Corporation for use by that Resident to pay for necessary healthcare expenses should that Resident need nursing care.
- (c) After the Resident has occupied a Residential Living Unit, should the Resident desire to have another individual move in with them (including a new spouse), the new individual shall complete the normal admission process including the payment of all fees. If the application for admission is approved, either the original Residency Agreement shall be amended, or new Residency Agreements shall be executed which specify the new fees and terms established by the Corporation.

Resident Initials: _____

- (d) Should a couple occupying a Residential Living Unit choose to no longer share a single living unit, one of the Residents may remain in the occupied Residential Living Unit with that Resident becoming solely entitled to any refund which may be later due under the Residency Agreement, and that Resident will continue to enjoy all rights, privileges, and obligations of said Residency Agreement. A separate and new Residency Agreement must be executed for the Other Resident moving out of the Residential Living Unit and into another Residential Living Unit. Should the Other Resident vacating the Residential Living Unit choose to leave the Community and find other living opportunities, the Other Resident is not entitled to any refund and the Corporation shall have no further obligations to the Other Resident or their heirs, executors, administrators, or assigns.

3. Residency

- (a) The Corporation agrees the Resident may occupy the Residential Living Unit described above, subject to the conditions of this Residency Agreement.
- (b) Upon termination of this Residency Agreement by either party, or upon the death of the Resident, after a new Residency Agreement has been executed by another party for the last Residential Living Unit to have been occupied by the Resident, and all fees due have been paid in full, the Resident or the Resident's estate will be entitled to a refund of the Residency Fee as described in this Section 3. The amount of the refund shall be based upon the length of time that has elapsed from the date the Residency Agreement was signed to the effective date of termination as follows:
- (i) Refunds of Residency Fee for termination of this Residency Agreement within the first thirty (30) days of occupancy are covered by Section 1(c) of this Residency Agreement.
 - (ii) Refunds of the Residency Fee for termination of this Residency Agreement between the thirtieth (30th) and ninetieth (90th) day of occupancy are covered by Section 1(d) of this Residency Agreement.
 - (iii) In cases of termination of this Residency Agreement occurring on or after day 91, the total portion of the residency fee which remains refundable is reduced to 90% of the original fee. From Day 91 through the end of the 36th month of occupancy, the refundable portion of the residency fee will be reduced by 1.21% per month for each month of occupancy through month thirty-six (36).
 - (iv) In cases of termination of this Residency Agreement occurring after the thirty-sixth (36th) month of occupancy, the Resident will be entitled to a refund of fifty percent (50%) of the Residency Fee.
 - (v) During the life of the Resident at the Community, the refund shall not be assigned to another party, without an amendment to the Residency Agreement executed by the Resident and the Corporation.
- (c) If the Resident, because of changes in circumstances, chooses to move into a different Residential Living Unit where a lesser Residency Fee is required, the Resident may do so but without a refund. If the Resident should choose to move into a different Residential Living Unit where a larger Residency Fee is required, the Resident will pay the difference between the Residency Fee and additional fees based on the amount the Resident paid upon admission and the current Residency Fee for the new Residential Living Unit to be occupied.

Resident Initials: _____

- (d) If the Resident occupies the Residential Living Unit for less than ninety (90) days and then moves into the Health Center, the Corporation will retain ten percent (10%) of the Residency Fee. The remainder of the Residency Fee will be set aside for use by the Resident for healthcare expenses.
- (e) If the Resident should move into the Health Center and vacate the Residential Living Unit, regardless of the length of residence in the Residential Living Unit, this Residency Agreement will remain in effect.
- (f) If two persons sign a Residency Agreement for the same Residential Living Unit and one of them should need to move into the Health Center on a permanent basis, the Resident remaining in the Residential Living Unit will continue to enjoy all the rights, privileges, and obligations of this Residency Agreement. The prevailing cost of healthcare for the person moving into the Health Center shall be paid from that person's available assets including assets transferred by the Resident to a revocable trust or to any trust in which the Resident is a beneficiary. The person remaining in the Residential Living Unit becomes solely entitled to any refund of the Residency Fee that may later be due under this Residency Agreement.
- (g) After the first ninety (90) days of occupancy of the Residential Living Unit, any refund due the Resident under this Residency Agreement will be made only when the last Residential Living Unit to have been occupied by the Resident is covered by a new Residency Agreement with another person or persons and all new fees have been paid in full.

4. Monthly Fee

- (a) There is a monthly fee to be paid by the Resident at the beginning of each month that helps underwrite administrative/programmatic costs and a variety of support services. This fee is referred to as a Monthly Fee. This fee provides the Resident with services including the following:
 - i. Outside maintenance and inside routine maintenance of the Residential Living Unit as described in the Resident Handbook.
 - ii. Twelve (12) noncumulative nurse visits per year, if needed. (See Paragraph 7(e) for clarification.)
 - iii. Emergency call system to Nursing Station on 24-hour basis plus night security services.
 - iv. The option to purchase meals singly or through a monthly fee.
 - v. Access to programs and transportation of the Community. A minimum charge will be made for certain activities and items. The Resident will be informed of all charges.
 - vi. Access to a variety of types of support services. A minimum charge will be made for these services. The Resident will be informed of all charges.
 - vii. Other as herein listed: _____
- (b) Additional services may be purchased by the Resident. The list of additional services, which may be purchased, and the applicable cost of each to the Resident, are provided on the Fee Schedule that is published annually and attached as an addendum to this agreement.
- (c) The current Monthly Fee is as follows: \$_____. It is understood, given a thirty (30) day advance notice, this fee will be adjusted from time-to-time by the Corporation to reflect changes in costs.

Resident Initials: _____

- (d) The Corporation will furnish a monthly statement to the Resident for the Monthly Fee and all chargeable items incurred by the Resident.
- (e) The Resident's Monthly Fee and charges for additional services shall be paid on or before the tenth (10th) day of each month, except that the first Monthly Fee is due on the occupancy date. Payments not received by the due date will result in an assessment of the late fee listed in the Fee Schedule that is published annually and attached as an addendum to this agreement.
- (f) If, after a period of sixty (60) days, the Resident has not paid applicable fees and charges, the Corporation may terminate this Residency Agreement.
- (g) If the Resident plans to be absent from the Residential Living Unit for an extended period, the Resident may apply for a meal credit based on the meal plan for which the Resident is entitled.
- (h) The Monthly Fee is charged as long as the Resident and/or the Resident's possessions are occupying the unit.

5. Financial Requirements

- (a) The Resident must have assets and income which will be sufficient under foreseeable circumstances to pay the financial obligations under this Agreement and to meet their ordinary living expenses. The Resident shall be required at specific times to present the Corporation with an updated confidential financial statement.
- (b) The Resident or Resident's current and/or future representatives (i.e., power of attorney, executor, etc.) will abide by any and all financial arrangements made with the Corporation for the purpose of securing the Resident's ability to pay any and all charges for residing at the Community. The Resident agrees not to make any gift or other transfer of assets for the purpose of evading the Resident's obligations under this Agreement if such gift or transfer would render the Resident unable to meet their financial obligations under this Agreement. Gifts or transfers of assets in this manner, which result in the Resident's inability to meet the Resident's financial obligations in accordance with this Agreement, would entitle the Corporation to terminate this Agreement, and the Resident or Resident's representative, as applicable, would be liable for any unpaid amounts to the Corporation.
- (c) If requested by the Corporation, the Resident will apply for any or all federal, state, and local benefits for which the Resident may be eligible or entitled; and if requested by the Corporation, the Resident will apply any or all such benefits toward the cost of the Resident's care at the Community. These benefits may include, but would not be limited to: Medicare, prescription, and Veteran benefits.
- (d) The Corporation will carry fire and extended coverage insurance on the Residential Living Unit. The Resident will be responsible for insurance on contents and personal liability.
- (e) The Corporation will make a copy of its North Carolina Disclosure Statement available to the Resident that includes information regarding the financial status of the Corporation.
- (f) In the event it is necessary for the Corporation to take action for the purpose of enforcing this Residency Agreement or the collecting of any sums of money due under this Residency

Resident Initials: _____

Agreement, the Corporation shall be entitled to recover routine attorney's fees, out-of-pocket expenses, and court costs.

- (g) In the event that the Corporation is assessed sales or use tax on Monthly and/or Daily Fees and/or fees for other services, the Resident will be responsible for all such taxes.

6. Health Insurance

- (a) The Resident will maintain eligible Medicare Coverage and one supplemental insurance policy or equivalent insurance coverage, which adequately covers hospital, medical and skilled nursing deductibles and copayments required of the primary insurance plan.
- (b) If the Resident has chosen to participate in a managed care insurance program as an alternative to Medicare Part A, Medicare Part B, or other healthcare programs, and supplemental insurance coverage, when healthcare services are provided at the Community, the following restrictions apply:
 - (i) If the Corporation is an approved participating provider with the Resident's managed care program, the Corporation agrees to be reimbursed at the rate negotiated with the Resident's managed care program.
 - (ii) If the Corporation is not an approved participating provider with the Resident's managed care program and the Resident chooses to receive healthcare services at a managed care participating provider, then the Resident agrees that the Resident must relocate for as long as necessary for those services to be provided and be responsible for all costs. In addition, while receiving healthcare services at the managed care participating provider, the Resident agrees that unless this Agreement is terminated, the Resident will continue to pay all fees for the Resident's living accommodation at the Community, unless the Resident's living accommodation has been surrendered to the Community.
 - (iii) If the Corporation is not a participating provider in the Resident's managed care program and a negotiated rate is not agreed upon by the Corporation, and the Resident would still like to receive healthcare services at the Community, then the Resident will be responsible for the full amount of applicable fees and any charges not paid by the Resident's insurance carrier.
- (c) Both the primary and supplemental health insurance policies must recognize the Corporation as a healthcare provider; or the Resident will assume the financial responsibility for services provided that otherwise would not be covered.
- (d) The Resident will be responsible for ensuring that the health insurance coverage does not lapse and, upon request, will provide the Corporation with evidence of such coverage. Should the health insurance coverage lapse, the Corporation may require the Resident to reapply for suitable coverage.
- (e) If the Resident is unable to obtain adequate new coverage, the Corporation will bill the Resident for any costs related to medical or other healthcare services that would have otherwise been covered by the health insurance coverage policy.
- (f) The Corporation reserves the right and sole discretion to eliminate and/or change its participation in all insurance plans.

Resident Initials: _____

7. Health Needs

- (a) The Resident will provide the Community with appropriate medical records thirty (30) days prior to occupancy and will, within sixty (60) days after taking occupancy, have a medical examination by a private physician or the Community's Medical Director. In matters of health, the Community's Medical Director will recommend to the administrative staff continued occupancy of a suitable Residential Living Unit.

The administrative staff would make a final decision on occupancy of said Residential Living Unit after consultation with the Resident, the Resident's physician, and/or the Resident's Power-of-Attorney/Resident Representative.

- (b) When the Resident's health condition changes, an assessment team is assigned to evaluate the Resident utilizing the Corporation's Level of Living Guidelines, a copy of which is available to all residents. A formal appeal process is available to the Resident if the assessment team recommends changes to the Resident's living accommodations and/or level of living status with which the Resident disagrees.
- (c) If at any time the Medical Director, in consultation with the administrative staff, determines the Resident is no longer able to function in a Residential Living Unit or needs care beyond the scope of the Corporation, the Resident will abide by that decision.
- (d) If the Resident becomes unable to care for their business and financial affairs, the Corporation reserves the right, because of its financial and moral involvement, to institute action for the determination of the Resident's competence and, if necessary, facilitate the appointment of a guardian to fulfill the terms of this Residency Agreement, unless such needed arrangements have already been made.
- (e) The Resident is provided with twelve (12) nurse visits per year as part of the Monthly Fee. Nurse visits are noncumulative. The administrative staff, in consultation with the Resident's physician, shall determine the need for such routine services. A routine charge will be made to the Resident for nurse visits in excess of twelve (12) visits per year.
- (f) If the Resident should need Adult Care Services or Nursing Services such services will be made available by the Corporation at fees current at such time as said services are needed and according to available space.

8. Resident Obligations

- (a) The Resident will make provisions in a Last Will and Testament thirty (30) days prior to occupancy for the final disposition of all furniture and possessions located at the Community, for burial and payment of funeral expenses, and for the appointment of an executor, provided the Resident does not already have a Will that would accomplish these purposes. The Resident agrees to complete an instruction form that will contain pertinent data related to the above matters and will keep this recorded information current while in residency. It is the responsibility of the Resident to deliver this up-to-date information to the Administrative Office.
- (b) The Resident shall, within thirty (30) days prior to occupancy, legally designate a person as Power-of-Attorney/Resident Representative. The name, address, and telephone number of this person, along with a copy of the documentation of this designation, will be filed with the Corporation.

Resident Initials: _____

- (c) The rights and privileges of the Resident under this Residency Agreement to living accommodations, facilities, and services are personal to the Resident and cannot be transferred or assigned by act of the Resident, or by any proceedings at law, or otherwise.
- (d) The Resident agrees to reimburse the Corporation for any loss or damage suffered by the Corporation resulting from their misconduct, negligence or any damage beyond normal wear and tear.
- (e) The Resident will maintain their living accommodations in a clean, safe, and orderly condition.
- (f) The Resident shall assist the Corporation in application for and utilization of all appropriate support funds to which the Resident may be entitled and agrees to execute reasonable and necessary documents for this purpose.
- (g) The Resident agrees to follow and abide by administrative policies that are designed for the comfort, safety, and security of all Residents. The Resident will be furnished a copy of the current Resident Handbook. The Resident Handbook includes administrative policies and procedures that are part of this Residency Agreement by reference and will be amended by the Corporation from time to time.
- (h) Rights of the Resident under this Residency Agreement are the rights and privileges herein expressly granted and do not include any proprietary interest in the properties or assets of the Corporation or any membership in the Corporation.
- (i) The Corporation shall not be responsible for the loss of any property belonging to the Resident due to theft, mysterious disappearance, fire, or any other cause, it being understood that the Resident will have the responsibility of providing any desired insurance protection covering any such loss. Ten (10) days after the death of the Resident or termination of this Residency Agreement, the Corporation shall have the right to remove all property from the Resident's Residential Living Unit and to store and charge for the storage of such property if the Resident or the Resident's estate has not disposed of same.
- (j) The Corporation assumes no responsibility for any injury or illness resulting from misconduct or negligence of or by the Resident.
- (k) The Corporation shall not be liable or responsible for any expenses incurred or obligations of any nature contracted by the Resident.

9. Financial Assistance

- (a) In connection with its charitable mission, the EveryAge Foundation, hereinafter referred to as the "*Foundation*" was established to help fulfill the Corporation's desire that a Resident would not need to leave the Community solely due to the lack of funds. Any disposition of the Resident's assets in any way other than for care and services at the Community or related living/medical expenses to the extent that Resident cannot adequately provide for the Resident's expenses or care, will disqualify the Resident for financial assistance from the Foundation and entitle the Corporation to terminate the Resident's right to reside at the Community.

In the event that a Resident presents facts which in the opinion of the Foundation justify special financial consideration, the Foundation will give careful consideration to subsidizing in whole or in part the fees and charges payable by the Resident hereunder so long as such subsidy can be made without impairing the ability of the Foundation to attain its objectives while operating on a sound financial basis.

Resident Initials: _____

In the event that the Foundation may subsidize in whole or in part the fees and charges payable by the Resident hereunder, the Resident will be required to execute a separate Financial (Benevolence) Assistance Agreement with the Foundation.

In the event that the Foundation continues to provide the services to the Resident under the terms of said Financial (Benevolence) Assistance Agreement despite the Resident's financial inability to continue to pay the fees or charges payable under the terms of this Agreement, the Corporation shall be entitled to require the Resident to move to a smaller or less costly living accommodation.

Any determination by the Foundation with regard to the granting or continuation of financial assistance shall be within the sole discretion of the Foundation, under a separate agreement.

- (b) When a Resident leaves the Community either through death or relocation, if said Resident's fees have been subsidized wholly or partly by the Foundation, the Resident or Resident's estate, if any, will be liable to the Foundation for the full amount of the subsidy the Resident received for the entire time of residency. This provision will apply whether or not the Resident is residing at the Community at the time of death. This Agreement will operate as a lifetime assignment, transfer, and conveyance to the Foundation of the amount of the Resident's property that is necessary to cover such liability. Any amount due the Foundation under this provision may be deducted from any refund payable by the Corporation to the Resident or to the Resident's estate, with said funds to be used to reimburse the Foundation.
- (c) The Foundation has established funds which will be used to assist Residents who would otherwise not be able to live at the Community. These funds may be used for the purpose of providing financial assistance, but no Resident shall have any claim to or expectation of receiving or continuing to receive any such assistance.
- (d) The resources of the Foundation to provide financial assistance are limited, and the Corporation reserves the right to terminate the residency of any Resident who cannot pay the full cost of Corporation's fees and charges, and other costs in connection with such Resident's stay at the Community.

10. Residency Agreement Concerns

- (a) This Residency Agreement constitutes the entire Contract by and between the Corporation and the Resident. The Corporation is not liable in any manner by any statements, representations, or promises made by persons representing or purporting to represent the Corporation, unless such statements, representations, or promises are set forth in this Residency Agreement or in a subsequent Residency Agreement signed by the parties.
- (b) Notwithstanding any other provisions of this Residency Agreement, the Corporation shall have the right to alter the living accommodations of the Resident to meet the requirement of law, or regulation of the Fire Department, Department of Public Health, or other duly constituted authorities or agencies.
- (c) Except as set forth herein, this Residency Agreement shall bind and inure to the benefit of the successors and assigns of the Corporation and the heirs, executors, and administrators, and assigns of the Resident.

Resident Initials: _____

11. Other Considerations

- (a) This Residency Agreement supersedes any previous agreements between said parties.
- (b) The Resident has been given, as an Addendum to this Residency Agreement, a current copy of the Resident Handbook. The Resident understands that these documents will change from time to time but that they are the procedural documents for those occupying Residential Living Units at the Community.
- (c) The Resident shall not transfer or voluntarily reduce substantially their assets, as related on their application for occupancy of a Residential Living Unit at EveryAge, without notification to the Corporation.
- (d) Should the Resident become financially unable to pay the Monthly Fee, the per diem Health Center Fee, or any other fees charged by the Center, the administrative staff of the Corporation will assist the Resident in applying for funds needed to meet the charges for care.
- (e) The Resident shall apply for any and all federal, state, and local grants and benefits for which the Resident may be entitled or eligible, and to apply any and all such grants and benefits toward the cost of the Resident's care at the Center. The Resident's failure to do so will result in termination of this Residency Agreement by the Corporation and release of its obligations hereunder.
- (f) All items in the aforementioned Residency Agreement are binding as of the date signed.

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Resident Initials: _____

The undersigned representative of EveryAge and the undersigned Resident do hereby certify that on this date a current Disclosure Statement dated _____ and a current copy of the Resident Handbook have been presented to the Resident(s) and that the Monthly Fee has been explained to the Resident(s). Prior to execution of this Residency Agreement, the Resident(s) had the opportunity to obtain the assistance of counsel in reviewing its terms.

The parties hereby execute this Residency Agreement:

EveryAge

_____ By: _____
Date Authorized Community Representative/Title

_____ By: _____
Date Resident

Exhibit 3: Residential Living Unit: Fully Declining

Residential Living Unit: Fully Declining

Residential Living Residency Agreement
Between

(Resident)

And

EveryAge, d.b.a., Piedmont Crossing
100 Leonard Avenue, Newton, NC 28658

Dated: March 1, 2022

PIEDMONT CROSSING
EveryAge
100 Leonard Avenue, Newton, NC 28658

Residential Living Residency Agreement

1. Basic Requirements and Terms for Cancellation

(a) This Residency Agreement is made this _____ day of _____, 20____ by and between _____ hereinafter referred to as the “*Resident*” and EveryAge, a not-for-profit Corporation chartered by the State of North Carolina, hereinafter referred to as the “*Corporation*.” The Corporation is chartered to carry on ministry among aging persons within the bounds of the Southern Conference of the United Church of Christ. This Residency Agreement is made between the Corporation and the Resident for occupancy of a _____ numbered _____, hereinafter referred to as the “*Residential Living Unit*,” located at Piedmont Crossing, hereinafter referred to as the “*Community*.” This Residency Agreement is made binding with payment by the Resident a Residency Fee in the amount of \$ _____, and a Monthly Fee.

(b) Cancellation Prior to Occupancy Due to Death, Illness, or Incapacity.

If this Residency Agreement is entered into prior to occupancy of the Residential Living Unit and the Resident dies before occupying the Residential Living Unit, or if, on account of illness, injury, or incapacity, the Resident would be precluded from occupying the Residential Living Unit, this Residency Agreement is automatically cancelled, and the Resident or legal representative of the Resident shall receive a refund of all money or property transferred to the Corporation:

- i. less any nonstandard costs specifically incurred by the Corporation at the request of the Resident, and
- ii. any refund due the Resident for cancellation of this Residency Agreement under these circumstances will be made within forty-five (45) days after receipt by the Corporation of a written notice of the Resident’s death, illness, or incapacity.

(c) Cancellation by the Resident Within Thirty (30) Days of Contract Execution.

Notwithstanding any other provision of this Residency Agreement, the Resident may rescind this Residency Agreement within thirty (30) days following the execution of this Residency Agreement (or the receipt of a disclosure statement, if later) in which event any money paid will be refunded in full, other than:

- i. the Monthly Fee applicable to the period a Residential Living Unit was occupied by the Resident;
- ii. any damage caused to the Residential Living Unit during occupancy or in moving;
- iii. any nonstandard costs specifically incurred by the Corporation at the request of the Resident; and

Resident Initials: _____

- iv. any refund due the Resident under this thirty (30) day provision will be made within forty-five (45) days after receipt by the Corporation of a written notice of cancellation from the Resident. The Resident is not required to move into the Residential Living Unit before the expiration of this thirty (30) day period.

(d) Cancellation by the Resident Between the Thirtieth (30th) and Ninetieth (90th) Day of Occupancy

During the first ninety (90) days of occupancy, the Resident will have the right to terminate this Residency Agreement by serving the Corporation with written notice of such termination. During the ninety (90) day period, the Corporation also has the right to terminate this Residency Agreement based on its judgment regarding the Resident's ability to adjust to this lifestyle. Any money paid will be refunded in full, other than:

- i. the Monthly Fee applicable to the period the Residential Living Unit was occupied by the Resident;
- ii. a ten percent (10%) reduction in the initial Residency Fee paid;
- iii. cost for repair of any damage caused to the Residential Living Unit during occupancy or in moving;
- iv. any nonstandard costs specifically incurred by the Corporation at the request of the Resident; and
- v. any refund due the Resident for termination during this period will be made within thirty (30) days after the date that the last Residential Living Unit to have been occupied by the Resident has been vacated and made available for marketing.

(e) Cancellation by the Resident After Ninety (90) Days of Occupancy.

After the ninety (90) day period, this Residency Agreement may be terminated by the Resident at any time by serving the Corporation a sixty (60) day advance written notice of such termination. For termination by the Resident under this paragraph (e), the Resident's rights to a refund and the account of any such refund, will be described in Section 3 of this Residency Agreement, below.

(f) Terminations by the Corporation.

The Corporation may terminate this Residency Agreement at any time if:

- i. there has been any material misrepresentation or omission made by the Resident on the Application Form;
- ii. if there is misconduct on the part of the Resident that threatens the well-being of the Resident, that of the Resident's neighbors, or employees of the Corporation.

(g) Responsibilities of the Resident Upon Cancellation or Termination.

At the effective date of termination of this Residency Agreement, the Resident shall vacate the Residential Living Unit, and shall leave it in good condition except for reasonable wear and tear. Damage due to smoking or having household pets, if approved, will not be considered as reasonable wear and tear. The Resident shall be responsible to the Corporation for any costs incurred in restoring the Residential Living Unit to good condition and repair any damage beyond reasonable wear and tear.

Resident Initials: _____

(h) Joint Occupancy of Residential Living Unit

If another individual (“Other Resident”) signs a separate Residency Agreement to share occupancy of the same Residential Living Unit with the Resident, in the event of the death of the Other Resident, or the removal of the Other Resident from the Residential Living Unit on a permanent basis for any reason, the remaining Resident will continue to enjoy all rights, privileges, and obligations of this Residency Agreement. Any refund of the Residency Fee due under either of said Residency Agreements will not be computed until the termination of both Residency Agreements due to death or otherwise, and any refund due under either Residency Agreement will be paid to the Resident or Other Resident who is the last to terminate their Residency Agreement within the time period described in paragraph 3(g) of this Residency Agreement.

(i) Effect of Termination

Upon termination of this Residency Agreement and upon complying with the provisions of this Residency Agreement, the Corporation shall have no further obligation to the Resident or their heirs, executors, administrators, or assigns.

2. Changes In Occupancy

(a) Should the Resident choose to marry, and the new spouse is not a resident of the Community, the spouse will be required to submit an application for admission. The spouse would complete the regular admission process including the payment of all fees, which may include but not be limited to the upgraded and readjusted Residency Fee and Monthly Fee. If denied, the couple will then have sixty (60) days to make other living arrangements. If the couple must make other living arrangements, any monies to be returned will be paid to the individual who was a contracted resident of the Community. This refund will be paid within thirty (30) days after the date that the last Residential Living Unit to have been occupied by the Resident has been vacated and made available for remarketing.

(b) Should the Resident choose to marry another resident and the two choose to occupy a single Residential Living Unit, any fees to be returned to the person vacating their Residential Living Unit will be set aside and held by the Corporation for use by that Resident to pay for necessary healthcare expenses should that Resident need nursing care.

(c) After the Resident has occupied a Residential Living Unit, should the Resident desire to have another individual move in with them (including a new spouse), the new individual shall complete the normal admission process including the payment of all fees. If the application for admission is approved, either the original Residency Agreement shall be amended, or new Residency Agreements shall be executed which specify the new fees and terms established by the Corporation.

(d) Should a couple occupying a Residential Living Unit choose to no longer share a single living unit, one of the Residents may remain in the occupied unit with that Resident becoming solely entitled to any refund which may be later due under the Residency Agreement, and that Resident will continue to enjoy all rights, privileges, and obligations of said Residency Agreement. A separate and new Residency Agreement must be executed for the Other Resident moving out of the Residential Living Unit and into another Residential Living Unit. Should the Other Resident vacating the Residential Living Unit choose to leave the Community and find other living opportunities, the Other Resident is not entitled to any

Resident Initials: _____

refund and the Corporation shall have no further obligations to the Other Resident or their heirs, executors, administrators, or assigns.

3. Residency

- (a) The Corporation agrees the Resident may occupy the Residential Living Unit described above, subject to the conditions of this Residency Agreement.
- (b) Upon termination of this Residency Agreement by either party, or upon the death of the Resident, after a new Residency Agreement has been executed by another party for the last Residential Living Unit to have been occupied by the Resident, and all fees due have been paid in full, the Resident or the Resident's estate will be entitled to a refund of the Residency Fee as described in this Section 3. The amount of the refund shall be based upon the length of time that has elapsed from the date the Residency Agreement was signed to the effective date of termination as follows:
 - i. Refunds of Residency Fee for termination of this Residency Agreement within the first thirty (30) days of occupancy are covered by Section 1 (c) of this Residency Agreement.
 - ii. Refunds of the Residency Fee for termination of this Residency Agreement between the thirtieth (30th) and ninetieth (90th) day of occupancy are covered by Section 1(d) of this Residency Agreement.
 - iii. In cases of termination of this Residency Agreement occurring on or after day 91, the total portion of the residency fee which remains refundable is reduced to 90% of the original fee. From Day 91 through the end of the 36th month of occupancy, the refundable portion of the residency fee will be reduced by 1.21% per month for each month of occupancy through month thirty-six (36).
 - iv. In cases of termination of this Residency Agreement occurring after the thirty-sixth (36th) month of occupancy, the Resident will not be entitled to any refund of the Residency Fee.
 - v. During the life of the Resident at the Community, the refund shall not be assigned to another party without an amendment to the Residency Agreement executed by the Resident and the Corporation.
- (c) If the Resident, because of changes in circumstances, chooses to move into a different Residential Living Unit where a lesser Residency Fee is required, the Resident may do so but without a refund. If the Resident should choose to move into a different Residential Living Unit where a larger Residency Fee is required, the Resident will pay the difference between the Residency Fee and additional fees based on the amount the Resident paid upon admission and the current Residency Fee for the new Residential Living Unit to be occupied.
- (d) If the Resident occupies the Residential Living Unit for less than ninety (90) days and then moves into the Health Center, the Corporation will retain ten percent (10%) of the Residency Fee. The remainder of the Residency Fee will be set aside for use by the Resident for healthcare expenses.
- (e) If the Resident should move into the Health Center and vacate the Residential Living Unit, regardless of the length of residence in the Residential Living Unit, this Residency Agreement will remain in effect.

Resident Initials: _____

- (f) If two persons sign a Residency Agreement for the same Residential Living Unit and one of them should need to move into the Health Center on a permanent basis, the Resident remaining in the Residential Living Unit will continue to enjoy all the rights, privileges, and obligations of this Residency Agreement. The prevailing cost of healthcare for the person moving into the Health Center shall be paid from that person's available assets including assets transferred by the Resident to a revocable trust or to any trust in which the Resident is a beneficiary. The person remaining in the Residential Living Unit becomes solely entitled to any refund of the Residency Fee that may later be due under this Residency Agreement.
- (g) After the first ninety (90) days of occupancy of the Residential Living Unit, any refund due the Resident under this Residency Agreement will be made only when the last Residential Living Unit to have been occupied by the Resident is covered by a new Residency Agreement with another person or persons and all new fees have been paid in full.

4. Monthly Fee

- (a) There is a monthly fee to be paid by the Resident at the beginning of each month that helps underwrite administrative/programmatic costs and a variety of support services. This fee is referred to as a Monthly Fee. This fee provides the Resident with services including the following:
 - i. Outside maintenance and inside routine maintenance of the Residential Living Unit as described in the Resident Handbook.
 - ii. Twelve (12) noncumulative nurse visits per year, if needed. (See Paragraph 7(e) for clarification.)
 - iii. Emergency call system to Nursing Station on 24-hour basis plus night security services.
 - iv. The option to purchase meals singly or through a monthly fee.
 - v. Access to programs and transportation of the Community. A minimum charge will be made for certain activities and items. The Resident will be informed of all charges.
 - vi. Access to a variety of types of support services. A minimum charge will be made for these services. The Resident will be informed of all charges.
 - vii. Other as herein listed: _____
- (b) Additional services may be purchased by the Resident. The list of additional services, which may be purchased, and the applicable cost of each to the Resident, are provided on the Fee Schedule that is published annually and attached as an addendum to this agreement.
- (c) The current Monthly Fee is as follows: \$_____. It is understood, given a thirty (30) day advance notice, this fee will be adjusted from time to time by the Corporation to reflect changes in costs.
- (d) The Corporation will furnish a monthly statement to the Resident for the Monthly Fee and all chargeable items incurred by the Resident.
- (e) The Resident's Monthly Fee and charges for additional services shall be paid on or before the tenth (10th) day of each month, except that the first Monthly Fee is due on the occupancy date. Payments not received by the due date will result in an assessment of the late fee listed in the Fee Schedule that is published annually and attached as an addendum to this agreement.
- (f) If, after a period of sixty (60) days, the Resident has not paid applicable fees and charges, the Corporation may terminate this Residency Agreement.

Resident Initials: _____

- (g) If the Resident plans to be absent from the Residential Living Unit for an extended period, the Resident may apply for a meal credit based on the meal plan for which the Resident is entitled.
- (h) The Monthly Fee is charged as long as the Resident and/or the Resident's possessions are occupying the unit.

5. Financial Requirements

- (a) The Resident must have assets and income which will be sufficient under foreseeable circumstances to pay the financial obligations under this Agreement and to meet their ordinary living expenses. The Resident shall be required at specific times to present the Corporation with an updated confidential financial statement.
- (b) The Resident or Resident's current and/or future representatives (i.e., power of attorney, executor, etc.) will abide by any and all financial arrangements made with the Corporation for the purpose of securing the Resident's ability to pay any and all charges for residing at the Community. The Resident agrees not to make any gift or other transfer of assets for the purpose of evading the Resident's obligations under this Agreement if such gift or transfer would render the Resident unable to meet their financial obligations under this Agreement. Gifts or transfers of assets in this manner, which result in the Resident's inability to meet the Resident's financial obligations in accordance with this Agreement, would entitle the Corporation to terminate this Agreement, and the Resident or Resident's representative, as applicable, would be liable for any unpaid amounts to the Corporation.
- (c) If requested by the Corporation, the Resident will apply for any or all federal, state, and local benefits for which the Resident may be eligible or entitled; and if requested by the Corporation, the Resident will apply any or all such benefits toward the cost of the Resident's care at the Community. These benefits may include, but would not be limited to: Medicare, prescription, and Veteran benefits.
- (d) The Corporation will carry fire and extended coverage insurance on the Residential Living Unit. The Resident will be responsible for insurance on contents and personal liability.
- (e) The Corporation will make a copy of its North Carolina Disclosure Statement available to the Resident that includes information regarding the financial status of the Corporation.
- (f) In the event it is necessary for the Corporation to take action for the purpose of enforcing this Residency Agreement or the collecting of any sums of money due under this Residency Agreement, the Corporation shall be entitled to recover routine attorney's fees, out-of-pocket expenses, and court costs.
- (g) In the event that the Corporation is assessed sales or use tax on Monthly and/or Daily Fees and/or fees for other services, the Resident will be responsible for all such taxes.

6. Health Insurance

- (a) The Resident will maintain eligible Medicare Coverage and one supplemental insurance policy or equivalent insurance coverage, which adequately covers hospital, medical and skilled nursing deductibles and copayments required of the primary insurance plan.

Resident Initials: _____

- (b) If the Resident has chosen to participate in a managed care insurance program as an alternative to Medicare Part A, Medicare Part B, or other healthcare programs, and supplemental insurance coverage, when healthcare services are provided at the Community, the following restrictions apply:
- (i) If the Corporation is an approved participating provider with the Resident's managed care program, the Corporation agrees to be reimbursed at the rate negotiated with the Resident's managed care program.
 - (ii) If the Corporation is not an approved participating provider with the Resident's managed care program and the Resident chooses to receive healthcare services at a managed care participating provider, then the Resident agrees that the Resident must relocate for as long as necessary for those services to be provided, and be responsible for all costs. In addition, while receiving healthcare services at the managed care participating provider, the Resident agrees that unless this Agreement is terminated, the Resident will continue to pay all fees for the Resident's living accommodation at the Community, unless the Resident's living accommodation has been surrendered to the Community.
 - (iii) If the Corporation is not a participating provider in the Resident's managed care program and a negotiated rate is not agreed upon by the Corporation, and the Resident would still like to receive healthcare services at the Community, then the Resident will be responsible for the full amount of applicable fees and any charges not paid by the Resident's insurance carrier.
- (c) Both the primary and supplemental health insurance policies must recognize the Corporation as a healthcare provider; or the Resident will assume the financial responsibility for services provided that otherwise would not be covered.
- (d) The Resident will be responsible for ensuring that the health insurance coverage does not lapse and, upon request, will provide The Corporation with evidence of such coverage. Should the health insurance coverage lapse, the Corporation may require the Resident to reapply for suitable coverage.
- (e) If the Resident is unable to obtain adequate new coverage, the Corporation will bill the Resident for any costs related to medical or other healthcare services that would have otherwise been covered by the health insurance coverage policy.
- (f) The Corporation reserves the right and sole discretion to eliminate and/or change its participation in all insurance plans.

7. Health Needs

- (a) The Resident will provide the Community with appropriate medical records thirty (30) days prior to occupancy and will, within sixty (60) days after taking occupancy, have a medical examination by a private physician or the Community's Medical Director. In matters of health, the Community's Medical Director will recommend to the administrative staff continued occupancy of a suitable Residential Living Unit. The administrative staff would make a final decision on occupancy of said Residential Living Unit after consultation with the Resident, the Resident's physician, and/or the Resident's Power-of-Attorney/Resident Representative.

Resident Initials: _____

- (b) When the Resident's health condition changes, an assessment team is assigned to evaluate the Resident utilizing the Corporation's Level of Living Guidelines, a copy of which is available to all residents. A formal appeal process is available to the Resident if the assessment team recommends changes to the Resident's living accommodations and/or level of living status with which the Resident disagrees.
- (c) If at any time the Medical Director, in consultation with the administrative staff, determines the Resident is no longer able to function in a Residential Living Unit or needs care beyond the scope of the Corporation, the Resident will abide by that decision.
- (d) If the Resident becomes unable to care for their business and financial affairs, the Corporation reserves the right, because of its financial and moral involvement, to institute action for the determination of the Resident's competence and, if necessary, facilitate the appointment of a guardian to fulfill the terms of this Residency Agreement; unless such needed arrangements have already been made.
- (e) The Resident is provided with twelve (12) nurse visits per year as part of the Monthly Fee. Nurse visits are noncumulative. The administrative staff, in consultation with the Resident's physician, shall determine the need for such routine services. A routine charge will be made to the Resident for nurse visits in excess of twelve (12) visits per year.
- (f) If the Resident should need Adult Care Services or Nursing Services, such services will be made available by the Corporation at fees current at such time as said services are needed and according to available space.

8. Resident Obligations

- (a) The Resident will make provisions in a Last Will and Testament thirty (30) days prior to occupancy for the final disposition of all furniture and possessions located at the Community, for burial and payment of funeral expenses, and for the appointment of an executor, provided the Resident does not already have a Will that would accomplish these purposes. The Resident agrees to complete an instruction form that will contain pertinent data related to the above matters and will keep this recorded information current while in residency. It is the responsibility of the Resident to deliver this up-to-date information to the Administrative Office.
- (b) The Resident shall, within thirty (30) days prior to occupancy, legally designate a person as Power-of-Attorney/Resident Representative. The name, address, and telephone number of this person, along with a copy of the documentation of this designation, will be filed with the Corporation.
- (c) The rights and privileges of the Resident under this Residency Agreement to living accommodations, facilities, and services are personal to the Resident and cannot be transferred or assigned by act of the Resident, or by any proceedings at law, or otherwise.
- (d) The Resident agrees to reimburse the Corporation for any loss or damage suffered by the Corporation resulting from their misconduct, negligence or any damage beyond normal wear and tear.
- (e) The Resident will maintain their living accommodations in a clean, safe, and orderly condition.

Resident Initials: _____

- (f) The Resident shall assist the Corporation in application for and utilization of all appropriate support funds to which the Resident may be entitled and agrees to execute reasonable and necessary documents for this purpose.
- (g) The Resident agrees to follow and abide by administrative policies that are designed for the comfort, safety, and security of all Residents. The Resident will be furnished a copy of the current Resident Handbook. The Resident Handbook includes administrative policies and procedures that are part of this Residency Agreement by reference and will be amended by the Corporation from time to time.
- (h) Rights of the Resident under this Residency Agreement are the rights and privileges herein expressly granted and do not include any proprietary interest in the properties or assets of the Corporation or any membership in the Corporation.
- (i) The Corporation shall not be responsible for the loss of any property belonging to the Resident due to theft, mysterious disappearance, fire, or any other cause, it being understood that the Resident will have the responsibility of providing any desired insurance protection covering any such loss. Ten (10) days after the death of the Resident or termination of this Residency Agreement, the Corporation shall have the right to remove all property from the Resident's Residential Living Unit and to store and charge for the storage of such property if the Resident or the Resident's estate has not disposed of same.
- (j) The Corporation assumes no responsibility for any injury or illness resulting from misconduct or negligence of or by the Resident.
- (k) The Corporation shall not be liable or responsible for any expenses incurred or obligations of any nature contracted by the Resident.

9. Financial Assistance

- (a) In connection with its charitable mission, the EveryAge Foundation, hereinafter referred to as the "Foundation" was established to help fulfill the Corporation's desire that a Resident would not need to leave the Community solely due to the lack of funds. Any disposition of the Resident's assets in any way other than for care and services at the Community or related living/medical expenses to the extent that Resident cannot adequately provide for the Resident's expenses or care, will disqualify the Resident for financial assistance from the Foundation and entitle the Corporation to terminate the Resident's right to reside at the Community.

In the event that a Resident presents facts which in the opinion of the Foundation justify special financial consideration, the Foundation will give careful consideration to subsidizing in whole or in part the fees and charges payable by the Resident hereunder so long as such subsidy can be made without impairing the ability of the Foundation to attain its objectives while operating on a sound financial basis.

In the event that the Foundation may subsidize in whole or in part the fees and charges payable by the Resident hereunder, the Resident will be required to execute a separate Financial (Benevolence) Assistance Agreement with the Foundation.

In the event that the Foundation continues to provide the services to the Resident under the terms of said Financial (Benevolence) Assistance Agreement despite the Resident's financial inability to continue to pay the fees or charges payable under the terms of this Agreement, the

Resident Initials: _____

Corporation shall be entitled to require the Resident to move to a smaller or less costly living accommodation.

Any determination by the Foundation with regard to the granting or continuation of financial assistance shall be within the sole discretion of the Foundation, under a separate agreement.

- (b) When a Resident leaves the Community either through death or relocation, if said Resident's fees have been subsidized wholly or partly by the Foundation, the Resident or Resident's estate, if any, will be liable to the Foundation for the full amount of the subsidy the Resident received for the entire time of residency. This provision will apply whether or not the Resident is residing at the Community at the time of death. This Agreement will operate as a lifetime assignment, transfer, and conveyance to the Foundation of the amount of the Resident's property that is necessary to cover such liability. Any amount due to the Foundation under this provision may be deducted from any refund payable by the Corporation to the Resident or to the Resident's estate, with said funds to be used to reimburse the Foundation.
- (c) The Foundation has established funds which will be used to assist Residents who would otherwise not be able to live at the Community. These funds may be used for the purpose of providing financial assistance, but no Resident shall have any claim to or expectation of receiving or continuing to receive any such assistance.
- (d) The resources of the Foundation to provide financial assistance are limited, and the Corporation reserves the right to terminate the residency of any Resident who cannot pay the full cost of Corporation's fees and charges, and other costs in connection with such Resident's stay at the Community.

10. Residency Agreement Concerns

- (a) This Residency Agreement constitutes the entire Contract by and between the Corporation and the Resident. The Corporation is not liable in any manner by any statements, representations, or promises made by persons representing or purporting to represent the Corporation, unless such statements, representations, or promises are set forth in this Residency Agreement or in a subsequent Residency Agreement signed by the parties.
- (b) Notwithstanding any other provisions of this Residency Agreement, the Corporation shall have the right to alter the living accommodations of the Resident to meet the requirement of law, or regulation of the Fire Department, Department of Public Health, or other duly constituted authorities or agencies.
- (c) Except as set forth herein, this Residency Agreement shall bind and inure to the benefit of the successors and assigns of the Corporation and the heirs, executors, and administrators, and assigns of the Resident.

11. Other Considerations

- (a) This Residency Agreement supersedes any previous agreements between said parties.
- (b) The Resident has been given, as an Addendum to this Residency Agreement, a current copy of the Resident Handbook. The Resident understands that these documents will change from time to time but that they are the procedural documents for those occupying Residential Living Units at the Community.

Resident Initials: _____

- (c) The Resident shall not transfer or voluntarily reduce substantially their assets, as related on their application for occupancy of a Residential Living Unit at EveryAge, without notification to the Corporation.
- (d) Should the Resident become financially unable to pay the Monthly Fee, the per diem Health Center Fee, or any other fees charged by the Center, the administrative staff of the Corporation will assist the Resident in applying for funds needed to meet the charges for care.
- (e) The Resident shall apply for any and all federal, state, and local grants and benefits for which the Resident may be entitled or eligible, and to apply any and all such grants and benefits toward the cost of the Resident's care at the Center. The Resident's failure to do so will result in termination of this Residency Agreement by the Corporation and release of its obligations hereunder.
- (f) All items in the aforementioned Residency Agreement are binding as of the date signed.

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Resident Initials: _____

The undersigned representative of EveryAge and the undersigned Resident do hereby certify that on this date a current Disclosure Statement dated _____ and a current copy of the Resident Handbook have been presented to the Resident(s) and that the Monthly Fee has been explained to the Resident(s). Prior to execution of this Residency Agreement, the Resident(s) had the opportunity to obtain the assistance of counsel in reviewing its terms.

The parties hereby execute this Residency Agreement:

EveryAge

Date

By: _____
Authorized Community Representative/Title

Date

By: _____
Resident

Exhibit 4: Articles of Incorporation

ARTICLES OF INCORPORATION

OF

EVERYAGE

A Non-Profit Organization

I

The name of the Corporation is **EVERYAGE**

II

The period of duration of the Corporation shall be perpetual.

III

The purposes for which the Corporation is organized are:

- A. To conduct and manage a Retirement Community or communities for aging individuals throughout the geographic area of the Southern Conference of the United Church of Christ and for such other persons as may be admitted from time to time in accordance with the rules and regulations adopted by the Board of Directors of the Corporation;
- B. to establish and carry on a program of care in each designated operating unit that is designed to minister to the “whole person,” thereby meeting their physical, social, spiritual, educational, religious, and economic needs;
- C. to establish and carry on a program of charity in which the Corporation will be enabled to reach out and provide its services to needy and deserving members of the Community who would not otherwise be able to afford the same;
- D. to establish, build, and operate several facilities across the geographical boundaries of the Southern Conference of the United Church of Christ, ministering to the needs of the aging population of that area but at all times, however, keeping in mind the necessity of providing a continuum of care in each such area of residential, custodial, and nursing services;
- E. in connection with the purposes set forth hereinabove and in order to carry them out, to receive and acquire by gift, bequest, or otherwise, and to hold real and personal property, to lease and sell its holdings, to make investment of its funds, to borrow money, secured by mortgage on its properties or otherwise, to accept gifts and bequests, and to apply the principal and interest as may be directed by the donor or as the Board of Directors may determine in the absence of such direction; and
- F. to take such other steps as the Board of Directors deems requisite and necessary to carry out such of its general purposes as are permitted by law to non-profit corporations and to have all other powers with which such corporations are normally endowed.

IV

The Corporation shall have no members.

V

The control and operation of the Corporation shall be vested in a Board of Directors consisting of no more than twenty-six (26) members, who shall be elected in the manner and for the terms as provided in the Bylaws of the Corporation.

VI

No part of the income of the Corporation or no part of the property or assets of the Corporation upon dissolution or liquidation shall ever inure to the benefit of any of the Board of Directors. Upon the dissolution or liquidation of the Corporation, all of the property and assets, after the payment of claims and liabilities, shall belong to and be the property of the Southern Conference of the United Church of Christ, or its successors.

VII

The Board of Directors shall have the general management of the affairs of the Corporation and may, from time to time, delegate these duties to committees or individuals, as it may see fit.

VIII

The Board of Directors shall adopt Bylaws not inconsistent with the Articles of Incorporation of the Corporation, and such Bylaws may be amended at any time upon such notice as may be required by the Bylaws or the General Statutes of North Carolina by the Board of Directors by a two-thirds majority of its members present and voting.

IX

These Articles of Incorporation may be amended by the affirmative vote of two-thirds majority of the members of the Board of Directors voting at either an Annual Meeting or at a special meeting called for such purpose, provided, however, that a written notice of the proposed resolution to amend such Articles shall be given to each member at least ten (10) days prior to any such meeting.

X

Notwithstanding any other provisions of these Articles of Incorporation or the General Statutes of the State of North Carolina, no director, officer, employee, or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation which is not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its Regulations as they now exist or as they may be hereafter amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of such code and regulations as they now exist or as they may hereafter be amended.

XI

The address of the registered office of the Corporation is as follows: 100 Leonard Avenue, Newton, Catawba County, North Carolina 28658. The name of the registered agent at the above address is Lee B. Syria. From time to time, changes in the registered agent and/or registered office may be determined by the President and CEO, as necessary.

XII

The address of the principal office of the Corporation is as follows: 100 Leonard Avenue, Newton, Catawba County, North Carolina 28658.

IN TESTIMONY WHEREOF, the Corporation has caused this instrument to be executed in its corporate name by its President, this the 26th day of August, 2021.

United Church Homes and Services

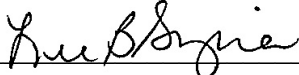
By: 
Lee B. Syria, President and CEO

Exhibit 5: Certified 2020 - 2021 Audited Financial Statement

For the Period Ending September 30, 2021

**EVERYAGE AND
AFFILIATES**

COMBINED FINANCIAL STATEMENTS

**YEAR ENDED SEPTEMBER 30, 2021
(WITH COMPARATIVE TOTALS FOR SEPTEMBER 30, 2020)**



EVERYAGE AND AFFILIATES

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Independent Auditor's Report

To the Board of Directors
EveryAge and Affiliates
Newton, North Carolina

Report on the Financial Statements

We have audited the accompanying combined financial statements of EveryAge and Affiliates (the Organization), which comprise the combined statement of financial position as of September 30, 2021, and the related combined statements of operations and changes in net assets, and cash flows for the year 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 combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of EveryAge and Affiliates as of September 30, 2021, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited EveryAge and Affiliates' 2020 combined financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 18, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Bernard Robinson & Company, L.L.P.

Greensboro, North Carolina
December 22, 2021

EVERYAGE AND AFFILIATES
Combined Statement of Financial Position
September 30, 2021 (With Comparative Totals for September 30, 2020)

	<u>Assets</u>	
	<u>2021</u>	<u>2020</u>
Current Assets:		
Cash and cash equivalents	\$ 1,458,281	\$ 2,972,346
Cash and cash equivalents, limited as to use	797,133	242,285
Accounts receivable, net of allowance for doubtful accounts	2,213,288	2,245,671
Other receivables, net of allowance for doubtful accounts	1,055,887	450,862
Current assets, limited as to use	-	441,476
Due from related parties, current	330,773	193,639
Other current assets	759,827	952,980
Total current assets	<u>6,615,189</u>	<u>7,499,259</u>
Due from related parties, less current portion	227,524	227,524
Assets limited as to use	96,324,683	81,444,535
Other non-current assets	1,147,195	1,061,888
Property and equipment, net	85,050,858	84,398,590
	<u>182,750,260</u>	<u>167,132,537</u>
Total assets	<u>\$ 189,365,449</u>	<u>\$ 174,631,796</u>
	<u>Liabilities and Net Assets</u>	
Current Liabilities:		
Line of credit	\$ 500,000	\$ -
Current portion of long-term debt	1,850,000	1,834,550
Current portion of capital leases	26,769	40,984
Accounts payable	4,041,828	4,233,466
Accrued salaries and related benefits	3,347,152	3,001,277
Other current payables	3,202,042	2,480,648
Total current liabilities	<u>12,967,791</u>	<u>11,590,925</u>
Long-Term Liabilities:		
Long-term debt, less current portion	85,484,417	87,409,492
Capital leases, less current portion	10,378	37,147
Long-term refunds payable	10,180,722	10,895,716
Fair value of interest rate swap payable	779,154	-
Deferred revenue CARES act	-	925,847
Deferred revenue from advance fees	35,148,153	33,875,337
	<u>131,602,824</u>	<u>133,143,539</u>
Total liabilities	<u>144,570,615</u>	<u>144,734,464</u>
Net Assets:		
Without donor restrictions	37,512,691	23,307,855
With donor restrictions	7,282,143	6,589,477
Total net assets	<u>44,794,834</u>	<u>29,897,332</u>
Total liabilities and net assets	<u>\$ 189,365,449</u>	<u>\$ 174,631,796</u>

See Notes to Combined Financial Statements

EVERYAGE AND AFFILIATES**Combined Statement of Operations and Changes in Net Assets****Year Ended September 30, 2021 (With Comparative Totals for Year Ended September 30, 2020)**

	<u>2021</u>	<u>2020</u>
Operating revenues:		
Health care	\$ 26,635,945	\$ 28,253,957
Pavilion/assisted living	3,581,809	4,368,076
Residential living	13,407,381	13,510,340
Amortization of advance fees	5,560,065	5,532,718
Home care	3,675,444	3,604,832
PACE income	15,709,176	16,904,153
Management fee income	173,791	153,111
Outside services	15,009	72,145
Other operating revenue	2,532,843	2,563,172
Total operating revenues	<u>71,291,463</u>	<u>74,962,504</u>
Operating expenses:		
Health services:		
Health care	12,204,092	13,142,451
Medical records	137,548	135,846
Personnel and employee benefits	10,661,857	8,775,380
Laundry	272,716	272,701
Social services	261,536	250,553
Activities	384,409	366,601
Spiritual life	183,924	185,250
Housekeeping	1,219,268	1,206,647
Plant maintenance	5,034,795	5,013,721
Residential living	334,460	298,079
Pavilion/assisted living	1,511,246	1,664,181
Clinic	108,751	77,124
Resident services	241,807	259,809
Transportation	169,534	170,424
Dietary	4,375,595	4,992,120
Wellness center	124,579	139,849
Beauty shop	37,730	43,697
Day care	255,871	290,571
Home care	2,315,486	2,410,520
Home health	804,576	502,225
PACE expenses (including depreciation of \$132,911)	13,396,047	13,552,281
Outside services	13,783	64,322
General and administrative:		
Administrative	5,284,191	5,151,057
Marketing	911,467	922,937
Staff development	143,908	215,763
Depreciation	6,627,180	6,524,144
Real estate taxes	175,894	442,159
Interest expense (including amortization of \$211,706)	3,600,434	3,796,532

EVERYAGE AND AFFILIATES**Combined Statement of Operations and Changes in Net Assets (Continued)****Year Ended September 30, 2021 (With Comparative Totals for Year Ended September 30, 2020)**

	<u>2021</u>	<u>2020</u>
Operating expenses (Continued):		
General and administrative (Continued):		
Insurance	\$ 1,022,128	\$ 755,551
Bad debts	222,180	485,687
Other operating expenses	<u>544,501</u>	<u>453,746</u>
Total operating expenses	<u>72,581,493</u>	<u>72,561,928</u>
Operating income (loss)	<u>(1,290,030)</u>	<u>2,400,576</u>
Nonoperating income (expense):		
Contributions and grants	267,894	127,830
Contribution expense	(1,224,337)	(226,276)
Investment return, net	13,150,230	4,055,953
Change in fair value of interest swap agreements	(779,154)	-
Gain (loss) on sale of property and equipment	2,708,138	(6,250)
Other nonoperating expense	1,201,521	(427,470)
Net assets released from restrictions	<u>170,574</u>	<u>1,154,014</u>
Net nonoperating income	<u>15,494,866</u>	<u>4,677,801</u>
Change in net assets without donor restrictions	<u>14,204,836</u>	<u>7,078,377</u>
Net assets with donor restrictions:		
Contributions	841,631	1,032,711
Change in value of gift annuities	21,609	(75)
Net assets released from restrictions	<u>(170,574)</u>	<u>(1,154,014)</u>
Change in net assets with donor restrictions	<u>692,666</u>	<u>(121,378)</u>
Change in net assets	14,897,502	6,956,999
Net assets, beginning	<u>29,897,332</u>	<u>22,940,333</u>
Net assets, ending	<u>\$ 44,794,834</u>	<u>\$ 29,897,332</u>

EVERYAGE AND AFFILIATES
Combined Statement of Cash Flows
Year Ended September 30, 2021 (With Comparative Totals for Year Ended September 30, 2020)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Change in net assets	\$ 14,897,502	\$ 6,956,999
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Net realized gain on investments	(13,150,230)	(4,055,953)
Net (gain) loss on sale of property and equipment	(2,708,138)	6,250
Change in allowance for doubtful accounts	(92,437)	(115,873)
Depreciation, including PACE capital depreciation	6,760,091	6,660,851
Change in fair value of interest rate swap agreement	779,154	-
Amortization of deferred issue costs	192,817	192,817
Amortization of bond (premium) discount, net	(267,442)	(266,642)
Amortization of advance fees	(5,560,065)	(5,532,718)
Advance fees received	8,028,286	5,299,674
Change in value of gift annuities	(20,435)	(25,473)
(Increase) decrease in:		
Accounts receivable	124,820	1,056,036
Other receivables	(605,025)	691,578
Other current assets	107,846	(1,001,827)
Increase (decrease) in:		
Accounts payable	(444,647)	(949,489)
Accrued salaries and related benefits	345,875	(724,513)
Other current payables	660,867	(145,012)
Deferred revenue	(925,847)	925,847
Net cash provided by operating activities	<u>8,122,992</u>	<u>8,972,552</u>
Cash flows from investing activities:		
Change in assets limited as to use	(1,268,007)	995,064
Purchases of property and equipment	(7,167,952)	(5,440,075)
Proceeds from sale of property and equipment	2,716,740	-
Repayments from (to) related parties, net	(137,134)	159,247
Net cash used in investing activities	<u>(5,856,353)</u>	<u>(4,285,764)</u>
Cash flows from financing activities:		
Advanced fees refunds	(1,849,872)	(2,056,240)
Borrowings on lines of credit, net	500,000	-
Principal payments on long-term debt and capital leases	(1,875,984)	(2,865,306)
Net cash used in financing activities	<u>(3,225,856)</u>	<u>(4,921,546)</u>
Net decrease in cash, cash equivalents, and cash limited as to use	(959,217)	(234,758)
Cash, cash equivalents and cash limited as to use, beginning	3,214,631	3,449,389
Cash, cash equivalents and cash limited as to use, ending	<u>\$ 2,255,414</u>	<u>\$ 3,214,631</u>
Supplemental disclosures of cash flow information:		
Cash payments for interest	<u>\$ 3,754,739</u>	<u>\$ 3,921,843</u>
Supplemental disclosures of noncash investing and financing activities:		
Acquisition of property and equipment through incurrence of accounts payable	<u>\$ 253,009</u>	<u>\$ 144,788</u>

See Notes to Combined Financial Statements

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 1 - NATURE OF BUSINESS

EveryAge is a not-for-profit organization that owns and operates continuing care retirement communities in Newton ("Abernethy Laurels") and Thomasville ("Piedmont Crossing"), North Carolina, consisting of residential living units, assisted living units and nursing facilities providing adult care and intermediate and skilled nursing care. EveryAge was incorporated in North Carolina in 1961. EveryAge's corporate office is located in Newton, North Carolina.

Lake Prince Center, Inc. ("Lake Prince") is a not-for-profit continuing care retirement community in Suffolk, Virginia. The facility consists of independent living units and nursing facilities providing adult care and intermediate and skilled nursing care for Lake Prince residents. Lake Prince was incorporated under the laws of North Carolina in July 1999 and has obtained a certificate to transact business in Virginia where the facility is located.

Lake Prince at Home, LLC, was incorporated on October 16, 2017 and is a wholly owned subsidiary of Lake Prince Center, Inc. It has expanded the services offered at Lake Prince and the surrounding market areas of Suffolk, Virginia.

The EveryAge Foundation (the "Foundation") is a not-for-profit organization which was established for the purpose of fund development for the capital and operating support of the residential facilities operated by EveryAge, this includes fund development to support benevolent care for those residents who are unable to pay for continuing care at the residential facilities operated by EveryAge. The Foundation was incorporated under the laws of the State of North Carolina in 2000.

Carolina SeniorCare (CSC), a Program of All-inclusive Care for the Elderly (PACE), in Lexington, North Carolina, is a not-for-profit organization created in 2011 by its parent organization, United Church Homes and Services. Carolina SeniorCare serves individuals who are age 55 or older, are certified by their state to need nursing home care, able to live safely in the community at the time of enrollment, live in Davidson, Rowan, Davie, or Iredell counties and either have Medicare or Medicaid. The program is able to provide the entire continuum of care and services to seniors with chronic care needs while maintaining their independence in their homes for as long as possible. PACE funding is unique as PACE receives direct payments from Medicare and Medicaid to provide all needed services. Because of the pooled financing of PACE, programs have strong incentives to focus on wellness and prevention and to decrease the hospitalization rates for the participants and the incidence of long-term institutionalization.

EveryAge, Lake Prince, Carolina SeniorCare and the Foundation are collectively referred to as the "Organization".

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Combination

The combined financial statements include the financial statements of EveryAge, Lake Prince, Carolina SeniorCare, and the Foundation. All material intercompany accounts and transactions have been eliminated in the combination.

Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended September 30, 2020, from which the summarized information was derived.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. The Organization excludes assets limited as to use from cash and cash equivalents.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets Limited as to Use

Assets limited as to use primarily include assets held by trustees under indenture agreements and designated assets set aside by the Board of Directors for future capital improvements to the extent funds are available, over which the Board retains control and may, at its discretion, subsequently use for other purposes; and the operating reserve required by State statute.

Investments (Included in Assets Limited as to Use)

Investments are reported at fair value. 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. See Note 3 for discussion of fair value measurements. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included and reflected within investment return, net of non-operating income on the combined statement of operations and changes in net assets. Donated investments are stated at fair value at the date of the gift. Investment expenses and fees are \$276,445 and are netted with net realized gains on investments in the combined statement of operations and changes in net assets.

Accounts Receivable

The Organization records accounts receivable at the total unpaid balance less an allowance for doubtful accounts. The Organization determines past-due status based on the billing dates and does not charge interest on overdue accounts. The Organization writes off accounts receivable when they become uncollectible, and payments subsequently received on such receivables are credited to bad debt expense. The accounts receivable's allowance for doubtful accounts at year end was \$320,100.

Property and Equipment

Property and equipment are recorded at cost, net of accumulated depreciation. Donated property and equipment are recorded at their estimated fair value on the date of receipt. Interest costs incurred on borrowed funds during the period of construction are capitalized as a component of the cost of acquiring those assets. The Organization capitalizes property and equipment with an estimated useful life of greater than one year and a cost of more than \$2,000.

Depreciation is computed using the straight-line method based on the following estimated useful lives:

	<u>Years</u>
Land improvement	10 - 20
Buildings and improvements	30 - 40
Furniture, fixtures and equipment	5 - 15
Vehicles	5

The Organization periodically assesses the value of its long-lived assets and evaluates such assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. For assets to be held and used, impairment is determined to exist if estimated future cash flows, undiscounted and without interest charges, are less than the carrying amount. For assets to be disposed of, impairment is determined to exist if the estimated net realizable value is less than the carrying amount.

The Organization reports contributions of property and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long these assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Costs

Deferred financing costs relating to the permanent financing of the facilities have been deferred and are being amortized over the life of the bonds. The annual amortization for these deferred financing costs will be approximately \$200,000 for each of the next five years.

Resident Escrows

If a resident should move into a health care unit and vacate a residential living unit, the amount of any refund to which the resident would be entitled is set aside and held by the Organization for use by the resident to pay for necessary health care expenses. Once a permanent move is made and the residential living unit is available for remarketing, the resident may draw against the remaining residency refund to pay health care costs. At year end, resident escrow totaled \$92,922.

In case of financial hardship, withdrawal of more than \$1,500 per month may be requested by the resident. The resident must submit financial information sufficient to prove financial need. Such withdrawals will be allowed upon approval by senior management of the Organization.

Obligation to Provide Future Services

The Organization annually calculates the present value of the net cost of future services and use of facilities to be provided to current residents at a discount rate of 5% and compares that amount with the balance of deferred revenue from entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income. The Organization had no future service obligation.

Advance Deposits

The Organization may collect up to 10% of the advance fees described below as a deposit on unoccupied units. Once the unit becomes occupied, these fees are transferred to deferred revenue. At year end, advance deposits totaled \$1,530,897.

Deferred Revenue from Advance Fees

Deferred revenue includes the prepayment of rent and fees from residents for future months. Deferred revenue from advance fees represents payments made by a resident in exchange for the use and privileges of the community for life or until termination of the residency agreement.

Contracts currently offered to EveryAge and Lake Prince residents are a fully declining refund contract and a 50% refundable contract. The nonrefundable portion of these fees is amortized into income on a straight-line basis over the estimated remaining life, actuarially adjusted periodically, of each resident. The estimated amount of advance fees that is expected to be refunded to current residents under terms of the contracts are classified as refunds payable. Refunds are made to residents upon re-occupancy of the unit unless the resident has chosen to transfer their remaining balance into escrow as described above. Any unrecognized deferred revenue, less any related refund, at the date of termination of the contract is recorded as income in the period the termination of the contract occurs.

At year end, current portion of refunds payable was \$998,544.

Interest Rate Swap Agreement

The Organization uses derivatives to manage risks related to interest rate movements. The Organization's interest rate risk strategy is to pay-fixed and receive-variable interest rate swaps. The combination of these swaps and variable-rate bonds creates synthetic fixed-rate debt. The use of synthetic fixed-rate debt has the ability to lower the Organization's borrowing costs associated with the issuance of traditional fixed-rate bonds. The Organization's interest rate swap agreements have not been designated as hedging transactions and are reported at fair value.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Classification of Net Assets

The following classification of net assets is presented in the accompanying combined financial statements:

Without donor restrictions: All revenue not restricted by donors, unrestricted contributions designated by the board and donor restricted contributions whose restrictions are met in the same period in which they are received are accounted for in net assets without donor restrictions.

With donor restrictions: All revenues restricted by donors as to either timing or purpose of the related expenditures or required to be maintained in perpetuity as a source of investment income are accounted for in donor restricted net assets. The investment income arising from endowment funds, if any, are accounted for in accordance with donor stipulations. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Operating Reserves

In accordance with the requirements of North Carolina General Statute 58, Article 64-33, management computes an annual operating reserve for its continuing care retirement communities licensed in North Carolina. The operating reserve must be an amount at least equal to 25% to 50% of operating expenses (net of depreciation and amortization) plus debt service, for the projected year ended September 30, 2021, for those facilities depending on occupancy levels of each facility.

Changes in Net Assets Without Donor Restriction

The combined statement of operations and changes in net assets reflect operating losses. Changes in net assets without donor restrictions that are excluded from operating loss, consistent with industry practice, include realized gains and losses on investments, changes in unrealized gains and losses on investments, investment income, income from estates, wills, trusts and bequests, and contributions.

Revenue Recognition

The Organization generates revenues, primarily by providing housing, amenities (recreational, dining, etc.) and access to health care services to its residents and participants. The various life care contract streams of revenue are recognized as follows:

Entrance fees: The nonrefundable entrance fees are recognized as deferred revenue upon receipt of the payment under the life care contract and included in liabilities in the statement of financial position until the performance obligations are satisfied. These deferred amounts are then amortized on a straight-line basis into revenue on a monthly basis over the expectant life of the resident as the performance obligation is associated with access to future services. The refundable portion of an entrance fee is not considered part of the transaction price and as such is recorded as a liability in the statement of financial position.

Health care services: The Organization also provides assisted and nursing care to residents who are covered by government and commercial payers. The Organization is paid fixed rates from government and commercial payers. These fixed rates are billed in arrears monthly when the service is provided. The monthly fees represent the estimated net realizable amounts from patients, third-party payors, and others for services rendered while in the health care unit, and includes estimated retroactive revenue adjustments due to future audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. Historically such adjustments for the Organization have been immaterial in relation to the combined financial statements as a whole.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Monthly service fees: The life care contracts that residents select require an advanced fee and monthly fees based upon the type of space they are applying for. Resident fee revenue for recurring and routine monthly services is generally billed monthly in advance. Payment terms are usually due within 30 days. The services provided encompass social, recreational, dining along with assisted living and nursing care and these performance obligations are earned each month. Resident fee revenue for non-routine or additional services are billed monthly in arrears and recognized when the service is provided.

Resident Services

Two major types of revenue are recognized in resident services as follows:

Residential/assisted living revenue: Residents that reside in residential and assisted living units are subject to a continuing monthly support service fee, which varies based on each resident's contract. The monthly fee can be adjusted from time to time by the Organization according to changes in costs.

PACE revenue: PACE provides comprehensive health care services to participants and receives payment in the form of capitated rates per participant based on a tri-party agreement between Medicare, Medicaid, and Carolina SeniorCare. Medicaid and Medicare make monthly interim capitation payments to Carolina SeniorCare. Capitation revenues from Medicare are subject to the same retroactive rate adjustments and audits which often are not finalized until months or years after the services are rendered. Adjustments are nominal and are included in the statement of activities in the period they become known.

Benevolent Assistance

The Organization has a policy of providing benevolent assistance to qualified residents who are unable to pay. Such residents are identified based on financial information obtained from the resident and subsequent review and analysis. The normal charges for services provided are included in revenue and paid through a transfer of assets from the Benevolent Trust Fund.

Income Tax Status

The Organization consists of not-for-profit organizations exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(3), and the affiliated Foundation is exempt from income taxes pursuant to Internal Revenue Code Section 501(a).

It is the Organization's policy to evaluate all tax positions to identify any that may be considered uncertain. All identified material tax positions are assessed and measured by a more-likely-than-not threshold to determine if the tax position is uncertain and what, if any, the effect of the uncertain tax position may have on the combined financial statements. No material uncertain tax positions were identified for 2021.

Advertising

Advertising costs are expensed as incurred. Advertising expense was \$253,288.

Functional Expense Allocation

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expense that is primarily allocated include salaries and benefits which are allocated on the basis of estimates of time and effort.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

The preparation of combined 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 reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Organization has evaluated events and transactions for potential recognition or disclosure through December 22, 2021, which is the date the combined financial statements were available to be issued. See Note 18.

NOTE 3 - FAIR VALUE MEASUREMENTS - ASSETS LIMITED AS TO USE

Fair value measurement provides a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets limited as to use measured at fair value. There have been no changes in the methodologies used during the year.

Common stocks and asset backed securities: Valued at the closing price reported on the active market on which the individual securities are traded.

U.S. government and agency, municipal, international, and corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

Cash and money market funds, mutual funds, and closed end funds: Valued at the net asset value of shares held by the Organization at year end.

Charitable gift annuities: Valued at the net present value of the anticipated residual value of the original charitable gift.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 3 - FAIR VALUE MEASUREMENTS - ASSETS LIMITED AS TO USE (Continued)

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets limited as to use at fair value:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ 63,942,205	\$ -	\$ -	\$ 63,942,205
U.S. government and agency bonds	-	4,278,480	-	4,278,480
Municipal bonds	6,648,818	-	-	6,648,818
Asset backed securities	150,353	-	-	150,353
Corporate bonds	7,827,674	-	-	7,827,674
Cash and money market funds	69,395	3,281,065	-	3,350,460
Charitable gift annuities	-	-	113,999	113,999
Closed end funds	5,836,740	-	-	5,836,740
Common stocks	4,175,954	-	-	4,175,954
Total assets at fair value	<u>\$ 88,651,139</u>	<u>\$ 7,559,545</u>	<u>\$ 113,999</u>	<u>\$ 96,324,683</u>

A reconciliation of the beginning and ending balances of the Organization's Level 3 investments is as follows:

Beginning balance	\$ 93,565
Change in value of charitable gift annuities and settlements	20,434
Ending balance	<u>\$ 113,999</u>

Assets limited as to use are allocated as follows:

Board designated quasi-endowment fund	\$ 75,425,027
Trustee deposit accounts required by debt agreement	5,817,336
Operating reserve for Department of Insurance	14,898,926
Beneficial interest in charitable gift annuities	113,999
Residents' funds	69,395
	<u>\$ 96,324,683</u>

The Organization's investments potentially subject it to concentrations of credit risk. The Organization maintains various types of investments that encompass many different companies with varied industrial and geographical characteristics designed to limit exposure to any one industry, company or geographical location. However, as most of the Organization's investments are traded in public markets, they are subject to general fluctuations in the market's overall performance. The Organization maintains an investment policy and retains investment managers to operate within that investment policy and who perform periodic evaluations of the relative credit standing of the companies and financial institutions in which the Organization invests.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 4 - ASSETS LIQUIDITY

The following reflects the Organization's financial assets as of the combined statement of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the combined statement of financial position date. Amounts not available also include amounts designated for long-term investing in the quasi-endowment that could be drawn upon if the governing board approves that action.

Financial assets, at year end	\$103,327,240
Less those unavailable for general expenditures within one year, due to contractual or donor-imposed restrictions:	
Restricted cash accounts related to deposits for Lake Prince Renovations	797,133
Restricted by donor with purpose restrictions	7,282,143
Assets limited as to use	20,899,656
Board designations: Quasi-endowment fund for long-term investing	<u>75,425,027</u>
Financial assets available to meet cash needs for general expenditures within one year	<u><u>\$ (1,076,719)</u></u>

The Organization is substantially supported by healthcare and residential/assisted living revenues. As part of the Organization's liquidity, management has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The organization maintains a line of credit for the purposes of managing short term cash flow deficits. Determination of the source of liquidity is based on an analysis of the underlying cost of capital for each source of liquidity including the line of credit or use of long term assets with Board approval. In addition, the Organization invests cash in excess of daily requirements in various investments held in assets limited as to use as board designated quasi-endowment funds for long term investing. These funds may be drawn upon in the event of financial distress or an immediate liquidity need resulting from events outside the typical life cycle of converting financial assets to cash or settling financial liabilities.

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

Land and improvements	\$ 16,710,490
Buildings and improvements	134,411,128
Furniture, fixtures and equipment	40,216,215
Vehicles	<u>1,748,264</u>
	193,086,097
Less accumulated depreciation	<u>113,914,638</u>
	79,171,459
Construction in progress	<u>5,879,399</u>
	<u><u>\$ 85,050,858</u></u>

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 6 - LONG-TERM DEBT

Long-term debt consists of the following:

North Carolina Medical Care Commission:	
Retirement Facilities First Mortgage Revenue Refunding	
Bonds (United Church Retirement Homes), Series 2015A:	
Term bonds due 2025, yielding 4.0%	\$ 1,200,000
Term bonds due 2030, yielding 4.5%	2,075,000
Term bonds due 2037, yielding 4.85 to 5.0%	17,955,000
North Carolina Medical Care Commission:	
Retirement Facilities First Mortgage Revenue Refunding	
Bonds (United Church Retirement Homes), Series 2017C:	
Serial bonds due 2022 - 2024 yielding 3.15% to 3.50%	3,665,000
Term bonds due 2041, yielding 4.24%	10,250,000
Term bonds due 2046, yielding 4.29%	15,650,000
SunTrust Bank:	
Non-Bank Qualified Loans:	
Series 2017A: Due 2023-2047, yielding 3.25%	10,300,000
Peoples Bank:	
Non-Bank Qualified Loans:	
Series 2017B: Due 2023-2047, yielding 3.25%	9,490,000
Economic Development Authority of the City of Suffolk:	
Variable Rate Demand Residential Care Facility Revenue	
Bonds (Lake Prince Center, Inc.), Series 2016:	
Serial bonds due 2022 - 2026 yielding 2.20% to 5.05%	5,390,000
Term bonds due 2031, yielding 3.5%	11,420,000
	<u>87,395,000</u>
Plus net premium, net of accumulated amortization of \$954,109	2,276,477
Less deferred financing cost, net of accumulated amortization of \$1,677,540	<u>2,337,060</u>
	87,334,417
Less current portion	1,850,000
Long-term portion	<u><u>\$ 85,484,417</u></u>

In 2015, the Organization entered into a re-financing agreement with the North Carolina Medical Care Commission, under which the Commission issued tax-exempt Series 2015A revenue bonds of \$23,180,000 and redeemed the qualified loan with SunTrust Bank ("SunTrust") due in 2019. The total amount redeemed was approximately \$22,000,000. The remaining proceeds from this offering were used to fund 2015A's debt service reserve funds.

During the 2017 fiscal year, the Organization entered into a financing agreement with the Economic Development Authority of the City of Suffolk (the "Authority"), under which the Authority issued tax-exempt Series 2016 revenue bonds of \$18,940,000. The bonds were issued to refund existing bonds for the Lake Prince Center.

During the 2018 fiscal year, the Organization entered into a re-financing agreement with the North Carolina Medical Care Commission, under which the Commission issued tax-exempt Series 2017C revenue bonds of \$30,285,000. The bonds were issued to refund the existing 2005B bonds of \$4,385,000 and the 2015B bonds for \$25,900,000. The 2015B debt was paid off during fiscal year 2021.

During the 2018 fiscal year, the Organization entered into a \$10,820,000 bank loan financing with a commercial lender ("Series 2017A") and a \$9,835,000 bank loan financing with a commercial lender ("Series 2017B"). The loans were used to pay for the construction of a new health care center at the Abernethy Laurels Community with excess proceeds used to pay down debt.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 6 - LONG-TERM DEBT (Continued)

With the issuance of the debt, the Organization executed a Master Trust Indenture that appointed all the Organization's divisions, excluding the Foundation and Carolina SeniorCare, as members of the obligated group. Series 2015A, 2016, 2017A, 2017B, and 2017C bonds are collateralized by a deed of trust on the land and buildings of the obligated group and the assignment of interest in use-for-life contracts for the obligated group.

The bonds are also collateralized by an assignment of the Commission and Authority's rights in the Loan Agreement to the bond trustee.

Under the terms of the bonds, the obligated group is required to maintain certain deposits with the trustee. Such deposits are included with assets limited as to use of the Organization. The Master Trust Indenture and Loan Agreements for these bonds include certain covenants and restrictions.

Scheduled principal repayments on long-term debt, excluding the net premium on the bonds, for the next five years and thereafter, are summarized as follows:

<u>Fiscal Year End</u>	<u>Series 2015A</u>	<u>Series 2016</u>	<u>Series 2017A</u>	<u>Series 2017B</u>	<u>Series 2017C</u>	<u>Total</u>
2022	\$ 300,000	\$ 385,000	\$ -	\$ -	\$ 1,165,000	\$ 1,850,000
2023	300,000	450,000	85,000	80,000	1,220,000	2,135,000
2024	300,000	475,000	85,000	80,000	1,280,000	2,220,000
2025	300,000	1,960,000	100,000	90,000	-	2,450,000
2026	300,000	2,120,000	100,000	90,000	-	2,610,000
Thereafter	19,730,000	11,420,000	9,930,000	9,150,000	25,900,000	76,130,000
	<u>\$21,230,000</u>	<u>\$ 16,810,000</u>	<u>\$ 10,300,000</u>	<u>\$ 9,490,000</u>	<u>\$ 29,565,000</u>	<u>\$ 87,395,000</u>

NOTE 7 - DERIVATIVES

To reduce the impact of changes in interest rates on its variable rate bonds payable, the Association has entered into interest rate swap agreement for the 2021B-D bonds issued after year end. Under the agreement, interest is payable at a fixed rate of 1.985-2.624% based on the outstanding balance of the bank qualified loan payable, and is effective through October 1, 2036. The annual gain or loss on the fair value of the swap agreement is reported as revenue or expense in the consolidated statement of activities and changes in net assets. The interest rate swap agreement had a notional principal amount of \$59,652,500. The fair value of the interest swap payable at September 30, 2021 is \$779,154.

The fair value of the interest rate swap agreement was derived from proprietary models as of a given date, supplied by the swap advisor. The valuation is calculated on a mid market basis and does not include bid/offered spread that would be reflected in an actual price quotation. This model relies on certain assumptions regarding past, present, and future market conditions.

NOTE 8 - LINE OF CREDIT

The Organization has available a \$5,000,000 unsecured revolving line of credit with Truist due in full in June 2022. Amounts drawn against the line bear interest at the one-month LIBOR rate plus 2.50% (2.58% at year end), which is payable monthly. The outstanding amount drawn against this line is \$0.

The Organization has available a \$3,000,000 unsecured revolving line of credit with People's Bank due in full in October 2021. Amounts drawn against the line bear interest at the prime rate less 0.250% (3.00% at year end), which is payable monthly. The line of credit agreement includes certain covenants and restrictions. The outstanding amount drawn against this line is \$500,000.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 9 - CAPITAL LEASES

The Organization currently leases equipment under capital lease agreements. The asset and liability under the capital leases are recorded at the present value of the future lease payments, which approximates fair value. The asset is being amortized over the estimated useful life using the straight-line method and is included in depreciation expense.

Cost of equipment under capital leases was \$138,390 and the related accumulated depreciation was \$103,706.

Future lease payments under capital lease obligations are as follows:

<u>Years Ending September 30,</u>	
2022	\$ 29,004
2023	11,900
	<u>40,904</u>
Less amount representing interest	3,757
Present value of future payments	<u>\$ 37,147</u>

NOTE 10 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes:

Benevolent trust	\$ 4,483,816
Capital expansion	2,798,327
	<u>\$ 7,282,143</u>

NOTE 11 - EMPLOYEE GROUP HEALTH PLAN

The Organization maintains a self-insured employee group health plan. The plan is administered by a third party and individual stop-loss coverage has been obtained at \$100,000, with a maximum aggregate limit of loss that fluctuates based on enrollment. The total plan expense incurred by the Organization was \$4,070,311.

NOTE 12 - RETIREMENT PLANS

The Organization has a 403(b) plan that covers substantially all employees who meet eligibility requirements. The Organization contributes to the plan based on a percentage of gross wages paid. The expenses related to the plan were \$655,518.

The Organization has a nonqualified retirement plan that covers key management employees. The Organization contributes to the plan based on a percentage of the employee's salary. The Organization contributed \$377,633.

The Organization also has a retirement annuity plan that covers ordained United Church of Christ ministers employed by the Organization. The Organization contributed 10% of the ministers' salary to the plan for a total of \$7,069.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 13 - FUNCTIONAL EXPENSES BY NATURE

The table below presents functional expenses by their nature for the fiscal year:

	Salaries and Benefits	Contracted Services	Utilities	Repairs	Other	Total
Health services:						
Health care	\$ 9,231,793	\$ 1,408,821	\$ -	\$ 20,795	\$ 1,542,683	\$ 12,204,092
Medical records	136,591	-	-	-	957	137,548
Personnel and employee benefits	9,977,993	-	-	-	683,864	10,661,857
Laundry	187,540	-	-	-	85,176	272,716
Social services	259,258	-	-	-	2,278	261,536
Activities	362,344	-	-	-	22,065	384,409
Spiritual life	179,169	-	-	-	4,755	183,924
Housekeeping	1,003,005	-	-	4,000	212,263	1,219,268
Plant maintenance	926,512	-	1,558,387	1,155,471	1,394,425	5,034,795
Residential living	-	332,264	-	-	2,196	334,460
Pavilion/assisted living	1,396,373	76,516	-	-	38,357	1,511,246
Clinic	26,037	-	-	-	82,714	108,751
Resident services	208,727	-	-	-	33,080	241,807
Transportation	137,610	-	-	-	31,924	169,534
Dietary	2,229,706	-	450	7,189	2,138,250	4,375,595
Wellness center	110,837	-	-	-	13,742	124,579
Beauty shop	-	-	-	-	37,730	37,730
Day care	185,818	-	-	-	70,053	255,871
Home care	2,274,897	-	-	-	40,589	2,315,486
Home health	311,908	-	-	-	492,668	804,576
PACE expenses	3,553,394	6,107,379	66,203	89,632	3,579,439	13,396,047
Outside services	-	13,783	-	-	-	13,783
General and administrative:						
Administrative	3,690,507	-	-	-	1,593,684	5,284,191
Marketing	586,379	-	-	-	325,088	911,467
Staff development	82,963	-	-	-	60,945	143,908
Depreciation	-	-	-	-	6,627,180	6,627,180
Real estate taxes	-	-	-	-	175,894	175,894
Interest expense	-	-	-	-	3,600,434	3,600,434
Insurance	-	-	-	-	1,022,128	1,022,128
Bad debts	-	-	-	-	222,180	222,180
Other operating expense	-	-	-	-	544,501	544,501
Total operating expenses	<u>\$ 37,059,361</u>	<u>\$ 7,938,763</u>	<u>\$ 1,625,040</u>	<u>\$ 1,277,087</u>	<u>\$ 24,681,242</u>	<u>\$ 72,581,493</u>

NOTE 14 - PROFESSIONAL AND GENERAL LIABILITY

In the summer of 2002, the management of the Organization evaluated the best means of assuring the Organization's continued access to affordable liability and excess insurance coverage, including the possibility of obtaining such coverage from conventional and alternative insurance providers. After performing a diligent search, the Organization was not able to procure professional and general liability coverage from any insurance company licensed to do business in the state of North Carolina, and therefore, obtained liability coverage from Caring Communities Insurance Company ("CCIC").

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 14 - PROFESSIONAL AND GENERAL LIABILITY (Continued)

CCIC was an insured owned insurance company incorporated in and regulated by the Superintendent of Insurance of the Cayman Islands. In addition to the Organization, CCIC was owned by and insured approximately 25 other long-term care organizations that operate across the United States. As an insurance company that is not authorized to conduct business in North Carolina, CCIC was not subject to regulation by the North Carolina Department of Insurance nor covered under the North Carolina Guaranty Association. The Organization independently procured this liability coverage pursuant to the North Carolina General Statutes, which permit persons to obtain insurance from an insurer not authorized to do business in the state of North Carolina in the event that the full amount or kind of insurance necessary to protect the risks cannot be obtained from insurance companies authorized to do business in North Carolina. The policy was renewed November 30, 2004. Effective January 1, 2006, the insurance previously written by CCIC was written by Diapason Casualty Risk Retention Group, Inc., a District of Columbia corporation ("DCRRG") regulated by the District of Columbia Department of Insurance. DCRRG was a wholly owned subsidiary of Diapason Shared Services, a District of Columbia not-for-profit corporation ("DSS"). The four members of DSS, who were also owners of CCIC, were the insurers of DCRRG. DCRRG has given intent to offer insurance in North Carolina as required by federal law. DCRRG is substantially reinsured by CCIC.

As a risk retention group DCRRG is not covered under the North Carolina Guaranty Association. Effective January 1, 2008, CCIC and DCRRG completed a corporate restructuring. As a result of the restructuring, DCRRG changed its name to Caring Communities, a reciprocal Risk Retention Group ("CCrRRG") and became a reciprocal insurer. The Organization, along with all other shareholders of CCIC, exchanged its shares of CCIC for a Charter Capital Account of CCrRRG. CCIC is now a wholly owned subsidiary of CCrRRG. Members of CCrRRG are required to pay assessed premiums and are subject to a per claim self-insurance retention. Insurance premiums under this program totaled \$623,720.

The Organization made an initial capital contribution to CCIC of \$187,855 in November of 2002 and additional capital contributions of \$72,252 on January 1, 2004, and \$28,901 on January 1, 2005. These capital contributions, totaling \$289,008, are represented by the Organization's Charter Capital Account of CCrRRG and are included in other non-current assets in its combined statement of financial position. At year end, the value of the Organization's Charter Capital Account is \$805,560 due to premiums in excess of claims paid by CCrRRG.

NOTE 15 - RELATED PARTIES

The following organizations are considered related parties of the Organization due to management and administrative services provided to them by the Organization:

- New Bern Older Adult Housing, Inc. ("NOAH"), a HUD 202 facility in New Bern, North Carolina.
- UCC Living Center, Inc. ("Covenant Place"), a HUD 202 project in Chapel Hill, North Carolina.
- Statesville Elderly Housing, Inc. ("Emmanuel's Place"), a HUD 202 facility in Statesville, North Carolina.
- Carolina Senior Living, Inc. a HUD 202 facility in Lexington, North Carolina.
- UDI/St. Joseph's, Inc. ("St. Joseph's Place"), a HUD 202 facility in Durham, North Carolina.
- Albemarle Older Adult Housing, Inc. ("Matthew's Place"), a HUD 202 facility in Albemarle, North Carolina.
- The Willows, a HUD 202 facility in Burlington, North Carolina.

The Organization provides management and administrative services to the above organizations. Management fee income was \$173,792.

EVERYAGE AND AFFILIATES
Notes to Combined Financial Statements

NOTE 15 - RELATED PARTIES (Continued)

The Organization pays salaries and employee benefit expense on behalf of its related parties, charging for expenses paid on a reimbursement basis. The Organization, as the sponsoring organization of these related parties, also advanced these entities funding for initial development costs.

The Organization was owed the following:

NOAH	\$ 323,752
Covenant Place	19,158
Emmanuel's Place	10,879
St. Joseph's Place	134,674
Carolina Senior Living	11,453
Matthew's Place	11,792
Willows	46,589
	<u>\$ 558,297</u>

NOTE 16 - CONCENTRATIONS OF CREDIT RISK

The Organization maintains its cash in financial institutions insured by the Federal Deposit Insurance Corporation. Deposit accounts, at times, may exceed federally insured limits.

The Organization grants credit without collateral to its residents and is insured under third-party payor agreements. The mix of receivables from residents and third-party payors was as follows:

Medicare	32%
Medicaid	8%
Private and other insurances	60%
	<u>100%</u>

NOTE 17 - FEDERAL CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ("CARES") ACT

During fiscal year 2021, the Organization received funds as a result of the CARES Act which was signed into law on March 27, 2020. Funds received as a result of the CARES Act were originally classified as deferred revenue and recognized as other operating revenue in accordance with then applicable guidance provided by the United States Department of Health and Human Services. At year end, the Organization had recognized \$1,306,603 in other operating revenue from the CARES act.

NOTE 18 - SUBSEQUENT EVENTS

On October 14, 2021, the Organization entered into a \$22,205,000 (Series 2021A) Fixed Rate Bond Issuance as well as \$4,240,000 (Series 2021B), \$31,310,000 (Series 2021C), and \$18,385,000 (Series 2021D) bank loans financing with a commercial lender. The Series 2021A are due starting in 2022 through 2051, with annual payments ranging from \$295,000 to \$4,710,000 and yields 4.00%. The Series 2021B are due starting in 2022 through 2037, with annual payments ranging from \$355,000 to \$645,000. The Series 2021C are due starting in 2022 through 2046, with annual payments ranging from \$105,000 to \$3,050,000. Series 2021D are due starting in 2022 through 2037, with annual payments ranging from \$110,000 to \$2,890,000. The proceeds from 2021A were used to refinance the outstanding 2017B bank debt in addition to \$4.1 million of new project funding. The issuance of 2021B-D debt were part of a "Cinderella" financing and were used to decreased existing debt which was originally issued as part of the 2015A and 2017C series debt.



**Independent Auditor's Report
on the Supplementary Information**

To the Board of Directors
EveryAge and Affiliates
Newton, North Carolina

We have audited the combined financial statements of EveryAge and Affiliates as of and for the year ended September 30, 2021, and have issued our report thereon dated December 22, 2021, which contained an unmodified opinion on those combined financial statements. Our audit was performed for the purpose of forming an opinion on the combined financial statements as a whole. The combining statement of financial position, and combining statement of operations and changes in net assets without donor restrictions as of and for the year ended September 30, 2021 are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Bernard Robinson & Company, L.L.P.

Greensboro, North Carolina
December 22, 2021

EVERYAGE AND AFFILIATES
Combining Statement of Financial Position
September 30, 2021

Assets	Corporate Office	Abernethy Laurels	Piedmont Crossing	UCHS Subtotal	Lake Prince Center, Inc.	Total Obligated Group	Foundation	Carolina Senior Care	Combined Total
Current Assets:									
Cash and cash equivalents	\$ (704,039)	\$ 1,900	\$ 1,500	\$ (700,639)	\$ 1,000	\$ (699,639)	\$ 648,947	\$ 1,508,973	\$ 1,458,281
Cash and cash equivalents, limited as to use	797,133	-	-	797,133	-	797,133	-	-	797,133
Accounts receivable, net	-	1,208,569	594,393	1,802,962	383,694	2,186,656	-	26,632	2,213,288
Other receivables, net	198,649	59,499	35,336	293,484	261,088	554,572	495,420	5,895	1,055,887
Current assets limited as to use	-	-	-	-	-	-	-	-	-
Due from related parties, current	330,773	-	-	330,773	-	330,773	-	-	330,773
Other current assets	160,885	207,545	166,723	535,153	139,023	674,176	2,625	83,026	759,827
Total current assets	783,401	1,477,513	797,952	3,058,866	784,805	3,843,671	1,146,992	1,624,526	6,615,189
Due from related parties, less current portion	227,524	-	-	227,524	-	227,524	-	-	227,524
Assets limited as to use	79,109,823	2,943,595	1,518,442	83,571,860	1,462,606	85,034,466	11,290,217	-	96,324,683
Other non-current assets	1,147,195	-	-	1,147,195	-	1,147,195	-	-	1,147,195
Property and equipment, net	7,993,220	51,702,061	9,926,336	69,621,617	15,118,968	84,740,585	-	310,273	85,050,858
Total assets	\$ 89,261,163	\$ 56,123,169	\$ 12,242,730	\$ 157,627,062	\$ 17,366,379	\$ 174,993,441	\$ 12,437,209	\$ 1,934,799	\$ 189,365,449
Liabilities and Net Assets									
Current Liabilities:									
Lines of credit	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Current portion of long-term debt	-	204,000	1,261,000	1,465,000	385,000	1,850,000	-	-	1,850,000
Current portion of capital leases	-	-	-	-	-	-	-	26,769	26,769
Accounts payable	291,386	268,057	456,692	1,016,135	667,736	1,683,871	360	2,357,597	4,041,828
Accrued salaries and related benefits	742,567	950,135	891,674	2,584,376	437,214	3,021,590	46,072	279,490	3,347,152
Other current payables	61,728	922,831	720,688	1,705,247	1,496,795	3,202,042	-	-	3,202,042
Due to (from) affiliates	22,508,730	(23,310,817)	7,265,998	6,463,911	(3,269,882)	3,194,029	3,393,912	(6,587,941)	-
Total current liabilities	24,104,411	(20,965,794)	10,596,052	13,734,669	(283,137)	13,451,532	3,440,344	(3,924,085)	12,967,791
Long-term Liabilities:									
Long-term debt, less current portion	-	59,978,451	9,113,335	69,091,786	16,392,631	85,484,417	-	-	85,484,417
Capital leases, less current portion	-	-	-	-	-	-	-	10,378	10,378
Interest rate swaps	-	623,654	155,500	779,154	-	779,154	-	-	779,154
Long-term refunds payable	-	4,472,911	2,810,353	7,283,264	2,897,458	10,180,722	-	-	10,180,722
Deferred revenue from advance fees	-	10,272,545	8,954,791	19,227,336	15,920,817	35,148,153	-	-	35,148,153
Total liabilities	24,104,411	54,381,767	31,630,031	110,116,209	34,927,769	145,043,978	3,440,344	(3,913,707)	144,570,615
Net Assets:									
Without donor restrictions	65,156,752	1,703,902	(19,387,301)	47,473,353	(17,561,390)	29,911,963	1,752,222	5,848,506	37,512,691
With donor restrictions	-	37,500	-	37,500	-	37,500	7,244,643	-	7,282,143
Total net assets	65,156,752	1,741,402	(19,387,301)	47,510,853	(17,561,390)	29,949,463	8,996,865	5,848,506	44,794,834
Total liabilities and net assets	\$ 89,261,163	\$ 56,123,169	\$ 12,242,730	\$ 157,627,062	\$ 17,366,379	\$ 174,993,441	\$ 12,437,209	\$ 1,934,799	\$ 189,365,449

See Independent Auditor's Report on Supplementary Information

EVERYAGE AND AFFILIATES
Combining Statement of Operations and Changes in Net Assets Without Donor Restrictions
Year Ended September 30, 2021

	Corporate Office	Abernethy Laurels	Piedmont Crossing	UCHS Subtotal	Lake Prince Center, Inc.	Total Obligated Group	Foundation	Carolina Senior Care	Total	Combined Total
Operating revenues:										
Health care	\$ -	\$ 15,593,715	\$ 8,610,430	\$ 24,204,145	\$ 2,431,800	\$ 26,635,945	\$ -	\$ -	\$ 26,635,945	\$ 26,635,945
Pavilion/assisted living	-	926,914	584,166	1,511,080	2,070,729	3,581,809	-	-	3,581,809	3,581,809
Residential living	-	4,709,037	4,557,158	9,266,195	4,141,186	13,407,381	-	-	13,407,381	13,407,381
Amortization of advance fees	-	1,894,259	1,630,023	3,524,282	2,035,783	5,560,065	-	-	5,560,065	5,560,065
Home care	-	819,006	1,643,475	2,462,481	1,212,963	3,675,444	-	-	3,675,444	3,675,444
PACE income	-	-	-	-	-	-	-	15,709,176	15,709,176	15,709,176
Management fee income	1,175,150	-	-	1,175,150	-	1,175,150	-	(1,001,359)	173,791	173,791
Outside services	-	15,009	-	15,009	-	15,009	-	-	15,009	15,009
Other operating revenue	690,303	641,150	632,541	1,963,994	396,213	2,360,207	-	172,636	2,532,843	2,532,843
Total operating revenues	1,865,453	24,599,090	17,657,793	44,122,336	12,288,674	56,411,010	-	14,880,453	71,291,463	71,291,463
Operating expenses:										
Health services:										
Health care	-	6,059,913	4,438,715	10,498,628	1,705,464	12,204,092	-	-	12,204,092	12,204,092
Medical records	-	65,949	31,932	97,881	39,667	137,548	-	-	137,548	137,548
Personnel and employee benefits	1,764,391	3,550,689	3,468,648	8,783,728	1,756,250	10,539,978	121,879	-	10,661,857	10,661,857
Laundry	-	124,633	106,420	231,053	41,663	272,716	-	-	272,716	272,716
Social services	-	90,835	116,869	207,704	53,832	261,536	-	-	261,536	261,536
Activities	-	180,865	94,292	275,157	109,252	384,409	-	-	384,409	384,409
Spiritual life	-	59,492	59,174	118,666	65,258	183,924	-	-	183,924	183,924
Housekeeping	-	661,023	356,698	1,017,721	201,547	1,219,268	-	-	1,219,268	1,219,268
Plant maintenance	-	1,828,405	1,502,361	3,330,766	1,703,106	5,033,872	-	923	5,034,795	5,034,795
Residential living	-	258,917	68,643	327,560	6,900	334,460	-	-	334,460	334,460
Pavilion/assisted living	-	440,828	200,088	640,916	870,330	1,511,246	-	-	1,511,246	1,511,246
Clinic	-	73,065	18,704	91,769	-	91,769	-	16,982	108,751	108,751
Resident services	-	48,796	107,331	156,127	85,680	241,807	-	-	241,807	241,807
Transportation	-	117,528	30,103	147,631	21,903	169,534	-	-	169,534	169,534
Dietary	-	1,964,122	1,467,265	3,431,387	944,208	4,375,595	-	-	4,375,595	4,375,595
Wellness center	-	124,579	-	124,579	-	124,579	-	-	124,579	124,579
Beauty shop	-	-	9,829	9,829	27,901	37,730	-	-	37,730	37,730
Day care	255,871	-	-	255,871	-	255,871	-	-	255,871	255,871
Home care	-	616,253	1,352,167	1,968,420	347,066	2,315,486	-	-	2,315,486	2,315,486
Home health	-	-	-	-	804,576	804,576	-	-	804,576	804,576
PACE expenses (including depreciation)	-	-	-	-	-	-	-	13,396,047	13,396,047	13,396,047
Outside services	-	13,783	-	13,783	-	13,783	-	-	13,783	13,783
General and administrative:										
Administrative	3,156,713	703,507	551,812	4,412,032	653,763	5,065,795	218,396	-	5,284,191	5,284,191
Marketing	-	325,842	245,375	571,217	340,250	911,467	-	-	911,467	911,467
Staff development	-	86,037	15,294	101,331	42,577	143,908	-	-	143,908	143,908
Management fees	(3,533,846)	1,496,343	1,186,440	(851,063)	851,063	-	-	-	-	-
Depreciation	276,296	3,164,328	1,465,286	4,905,910	1,721,270	6,627,180	-	-	6,627,180	6,627,180
Real estate taxes	10,170	-	-	10,170	165,724	175,894	-	-	175,894	175,894
Interest expense (including amortization)	-	2,307,523	529,923	2,837,446	762,988	3,600,434	-	-	3,600,434	3,600,434
Insurance	91,217	435,279	296,591	823,087	199,041	1,022,128	-	-	1,022,128	1,022,128
Bad debts	-	161,388	36,087	197,475	24,705	222,180	-	-	222,180	222,180
Other operating expenses	45,209	181,833	154,107	381,149	113,408	494,557	49,906	38	544,501	544,501
Total operating expense	2,066,021	25,141,755	17,910,154	45,117,930	13,659,392	58,777,322	390,181	13,413,990	72,581,493	72,581,493
Operating income (loss)	(200,568)	(542,665)	(252,361)	(995,594)	(1,370,718)	(2,366,312)	(390,181)	1,466,463	(1,290,030)	(1,290,030)
Nonoperating income (loss):										
Contributions and grants	-	-	-	-	-	-	267,894	-	267,894	267,894
Contribution expense	(1,224,337)	-	-	(1,224,337)	-	(1,224,337)	-	-	(1,224,337)	(1,224,337)
Investment return, net	11,436,386	352	149	11,436,887	163	11,437,050	1,713,180	-	13,150,230	13,150,230
Change in fair value of interest swap agreements	-	(623,654)	(155,500)	(779,154)	-	(779,154)	-	-	(779,154)	(779,154)
(Gain) loss on sale of property and equipment	-	2,702,117	-	2,702,117	-	2,702,117	-	6,021	2,708,138	2,708,138
Other nonoperating income (expense)	2,500	157,287	38,043	197,830	9,715	207,545	(6,024)	1,000,000	1,201,521	1,201,521
Net assets released from restrictions	1,970	65,603	42,271	109,844	43,055	152,899	17,675	-	170,574	170,574
Total nonoperating income	10,216,519	2,301,705	(75,037)	12,443,187	52,933	12,496,120	1,992,725	1,006,021	15,494,866	15,494,866
Change in net assets without donor restriction	\$ 10,015,951	\$ 1,759,040	\$ (327,398)	\$ 11,447,593	\$ (1,317,785)	\$ 10,129,808	\$ 1,602,544	\$ 2,472,484	\$ 14,204,836	\$ 14,204,836

Exhibit 6: Interim Financial Statements

For the Period Ending December 31, 2021

1. EveryAge Balance Sheet (Side By Side)

For the period ended December 31, 2021

	Home Office	Abernethy Laurels	Piedmont Crossing	Lake Prince Woods	Lake Prince At Home	EveryAge Obligated Group	EveryAge Foundation	EA Holding	Carolina SeniorCare	Elderhaus Elderhaus	Elderhaus At The Lake	Consolidated
Assets												
Current Assets:												
Cash & Cash Equivalents	153,672	1,900	1,500	1,000	0	158,072	682,823	10,065	842,373	549,684	0	2,243,017
Cash & Cash Equivalents Ltd as to Use	474,972	0	0	0	0	474,972	0	0	0	0	0	474,972
Accounts Receivable	0	1,368,523	774,329	188,151	144,068	2,475,071	0	0	264,770	361,460	248,632	3,349,932
Less: Allow Doubtful Accounts	0	(73,616)	(13,411)	(7,807)	(21,799)	(116,632)	0	0	(257,820)	(19,676)	(11,722)	(405,850)
Other Accounts Receivable	28,537	65,476	63,632	36,629	0	194,274	398,555	0	10,396	15,089	2,824	621,137
Accrued Revenue	0	0	0	0	22,411	22,411	0	0	0	0	0	22,411
Inventory	0	39,476	38,926	38,922	0	117,325	0	0	0	0	0	117,325
Due From Related Parties, Current	371,288	0	0	0	0	371,288	0	0	0	0	0	371,288
Prepaid Expenses	401,309	184,178	173,753	102,404	5,278	866,923	5,341	0	54,220	37,834	0	964,318
Total Current Assets	1,429,778	1,585,938	1,098,730	359,300	149,957	4,563,702	1,086,719	10,065	913,939	944,391	239,734	7,758,550
Non-Current Assets:												
Board Designated	62,282,192	0	0	0	0	62,282,192	11,836,521	106,573	0	72,850	0	74,298,136
Investments	113,999	0	0	0	0	113,999	0	0	0	0	0	113,999
Operating Reserve	15,565,940	0	0	0	0	15,565,940	0	0	0	0	0	15,565,940
Escrow Deposits	0	0	0	37,881	0	37,881	0	0	0	0	0	37,881
Resident Funds	0	52,888	14,934	1,574	0	69,395	0	0	0	0	0	69,395
Debt Service Reserves	5,994,101	114	6	1,722,974	0	7,717,195	0	0	0	0	0	7,717,195
Assets Ltd as to Use	83,956,232	53,001	14,940	1,762,430	0	85,786,603	11,836,521	106,573	0	72,850	0	97,802,547
Due From Related Parties, Less												
Current Portion	227,524	0	0	0	0	227,524	0	0	0	0	0	227,524
Other Non-Current Assets	2,249,618	0	0	0	0	2,249,618	0	0	0	0	0	2,249,618
Property, Plant & Equipment Gross	11,135,409	93,926,169	39,733,770	54,305,913	0	199,101,261	0	2,139,672	1,054,767	912,552	1,185,436	204,393,688
Less: Accumulated Depreciation	(2,865,488)	(42,911,093)	(30,027,692)	(39,066,618)	0	(114,870,892)	0	0	(762,442)	(776,531)	(812,214)	(117,222,080)
Net Property, Plant & Equipment	8,269,921	51,015,075	9,706,078	15,239,295	0	84,230,369	0	2,139,672	292,325	136,021	373,221	87,171,609
Total Non-current Assets	94,703,295	51,068,077	9,721,018	17,001,725	0	172,494,114	11,836,521	2,246,245	292,325	208,872	373,221	187,451,297
Total Assets	96,133,072	52,654,014	10,759,748	17,361,025	149,957	177,057,816	12,923,239	2,256,310	1,206,264	1,153,263	612,956	195,209,848
Liabilities and Net Assets												
Current Liabilities:												
Line of Credit	449,502	0	0	0	0	449,502	0	0	0	0	0	449,502
Current Portion of Long-term Debt	0	1,395,640	299,360	385,000	0	2,080,000	0	0	0	0	0	2,080,000
Current Portion of Lease Obligation	0	0	0	0	0	0	0	0	19,574	21,296	0	40,870
Accounts Payable	134,710	250,514	143,808	118,677	40,624	688,334	0	0	1,191,142	1,383,497	4,521	3,267,494
Wages/Taxes/Withholding Payable	746,575	1,195,548	1,062,181	482,504	76,963	3,563,771	54,926	0	345,284	273,805	23,175	4,260,961
Resident Funds Liability	0	52,888	14,934	1,574	0	69,395	0	0	0	0	0	69,395
Resident Escrows	0	0	3,985	563,809	0	567,794	0	0	0	0	0	567,794
Refunds Payable	0	509,200	270,313	219,031	0	998,544	0	0	0	0	0	998,544
Refunds Paid	0	(46,081)	(165,750)	(179,014)	0	(390,845)	0	0	0	0	0	(390,845)
Advance Deposits	0	169,451	383,515	180,869	0	733,835	0	0	0	0	0	733,835
Entrance Fees Received	0	593,350	331,019	857,989	0	1,782,358	0	0	0	0	0	1,782,358
Entrance Fees Received-1st Generation	0	0	0	665,046	0	665,046	0	0	0	0	0	665,046
Due to Affiliates	27,923,437	(24,726,583)	2,776,770	(3,425,955)	502,367	3,050,036	3,317,717	0	(6,738,959)	387,462	(20,895)	(4,639)
Deferred Revenue	75,307	0	0	0	0	75,307	0	0	0	0	1,700	77,007
Other Current Liabilities	82,859	235,275	59,528	285,066	0	662,728	0	0	1,372,176	288,472	0	2,323,377
Total Current Liabilities	29,412,389	(20,370,797)	5,179,663	154,596	619,954	14,995,804	3,372,643	0	(3,810,783)	2,354,532	8,502	16,920,699
Non-current Liabilities:												
Interest rate swap payable	0	772,166	181,714	0	0	953,880	0	0	0	0	0	953,880
Long Term Debt, Less Current Portion	0	61,094,012	14,616,011	16,378,386	0	92,088,408	0	0	0	0	0	92,088,408
Lease Obligation, Less Current Portion	0	0	0	0	0	0	0	0	10,378	11,311	0	21,689
Deferred Revenue - Resident Fee (Non Refundable)	0	9,489,281	8,485,286	15,300,966	0	33,275,533	0	0	0	0	0	33,275,533
Long Term Refunds Payable (Refundable)	0	4,472,911	2,810,353	2,897,458	0	10,180,722	0	0	0	0	0	10,180,722
Total Non-current Liabilities	0	75,828,370	26,093,363	34,576,809	0	136,498,542	0	0	10,378	11,311	0	136,520,231
Total Liabilities	29,412,389	55,457,572	31,273,026	34,731,405	619,954	151,494,347	3,372,643	0	(3,800,405)	2,365,843	8,502	153,440,930
Net Assets:												
With Donor Restrictions	0	37,500	0	0	0	37,500	7,410,985	0	0	72,850	0	7,521,335
Without Donor Restrictions:												
Retained Earnings-Prior Year	65,156,752	1,703,902	(19,387,301)	(17,202,379)	(359,011)	29,911,962	1,752,222	0	5,848,506	(1,074,642)	637,836	37,075,884
Retained Earnings-Current Year	1,563,932	(4,544,960)	(1,125,978)	(168,002)	(110,985)	(4,385,993)	387,390	2,256,310	(841,837)	(210,789)	(33,382)	(2,828,301)
Total Net Assets	66,720,684	(2,803,558)	(20,513,279)	(17,370,381)	(469,997)	25,563,469	9,550,596	2,256,310	5,006,670	(1,212,581)	604,454	41,768,918
Total Liabilities & Net Assets	96,133,072	52,654,014	10,759,748	17,361,025	149,957	177,057,816	12,923,239	2,256,310	1,206,264	1,153,263	612,956	195,209,848

2. EveryAge Profit and Loss (YTD)

For the Period Ending December 31, 2021

	Home Office	Abernethy Laurels	Piedmont Crossing	Lake Prince Woods	Lake Prince At Home	EveryAge Obligated Group	EveryAge Foundation	EA Holding	Carolina SeniorCare	Elderhaus	Elderhaus at the Lake	Consolidated
OPERATING REVENUES:												
Total Health Care Revenue	0	4,274,932	2,146,452	614,182	0	7,035,566	0	0	0	0	0	7,035,566
Total Home Care Revenue	0	109,516	456,173	0	109,928	675,618	0	0	0	5,613	0	681,230
Total Home Health Revenue	0	0	0	0	193,702	193,702	0	0	0	0	0	193,702
Total Adult Day Revenue	0	0	0	0	0	0	0	0	0	0	121,811	121,811
Total Hospice Revenue	0	0	0	0	0	0	0	0	0	0	0	0
Total Outside Services Revenue	0	22,169	0	0	0	22,169	0	0	0	0	0	22,169
Total Capitation Revenue	0	0	0	0	0	0	0	0	3,945,792	2,534,406	0	6,480,198
Total Pavilion/AL Rev.	0	251,578	155,041	560,679	0	967,298	0	0	0	0	0	967,298
Total ILU Service Revenue	0	1,275,779	1,193,145	1,152,920	0	3,621,844	0	0	0	0	0	3,621,844
Net Service Revenue	0	5,933,974	3,950,811	2,327,781	303,630	12,516,197	0	0	3,945,792	2,540,018	121,811	19,123,818
Amortization of Advance Fees	0	384,130	329,605	503,386	0	1,217,121	0	0	0	0	0	1,217,121
Other Operating Revenue	1,327,464	42,563	46,429	29,896	0	1,446,352	0	0	73	3,346	3,400	1,453,170
Total Center Operating Revenue	1,327,464	6,360,667	4,326,844	2,861,064	303,630	15,179,670	0	0	3,945,865	2,543,364	125,211	21,794,110
OPERATING EXPENSES:												
Health Care Expense	0	1,497,575	1,052,001	379,566	0	2,929,141	0	0	0	0	0	2,929,141
Primary Care	0	0	0	0	0	0	0	0	93,701	95,819	0	189,520
Restorative Therapy	0	0	0	0	0	0	0	0	77,963	101,576	0	179,540
Outpatient Services	0	0	0	0	0	0	0	0	296,193	160,491	0	456,684
Inpatient Services	0	0	0	0	0	0	0	0	1,040,705	779,516	0	1,820,220
Center Support	0	0	0	0	0	0	0	0	30,433	117,444	30,035	177,912
Recreational Therapy	0	0	0	0	0	0	0	0	32,595	25,008	386	57,988
Pharmacy	0	0	0	0	0	0	0	0	696,696	269,087	0	965,783
Nutrition	0	0	0	0	0	0	0	0	50,810	30,921	8,350	90,081
Medical Records	0	16,215	7,994	9,683	0	33,893	0	0	0	0	0	33,893
Personnel	477,429	967,244	770,404	329,925	46,875	2,591,877	23,061	0	239,414	293,991	24,797	3,173,139
Laundry	0	28,187	26,203	14,234	0	68,625	0	0	0	0	0	68,625
Social Services	0	27,893	26,575	14,113	0	68,581	0	0	50,608	31,060	0	150,249
Activities	0	48,204	20,679	28,321	0	97,203	0	0	0	0	0	97,203
Spiritual Life	0	17,700	14,131	16,798	0	48,628	0	0	9,002	0	0	57,631
Housekeeping	0	171,486	82,101	53,967	0	307,555	0	0	24,500	0	329	332,384
Plant Maintenance	0	452,097	365,247	387,325	0	1,204,669	0	0	30,524	36,525	28,044	1,299,763
Staff Development	0	21,858	3,399	8,367	0	33,624	0	0	0	0	0	33,624
Independent Living Expense	0	65,810	14,439	13,014	0	93,263	0	0	0	0	0	93,263
Pavilion/Assisted Living Expense	0	135,414	50,539	227,009	0	412,961	0	0	0	0	0	412,961
Outside Services Expense	0	17,079	0	0	0	17,079	0	0	0	0	0	17,079
Clinic	0	18,591	5,747	0	0	24,338	0	0	191,363	65,108	6,959	287,767
Home Care Expense	0	91,909	354,908	5,907	109,312	562,036	0	0	206,850	242,103	125	1,011,114
Home Health Expense	0	0	0	0	191,558	191,558	0	0	0	0	0	191,558
Hospice Expenses	0	0	0	0	40,050	40,050	0	0	0	0	0	40,050
Resident Services	0	10,267	32,098	23,700	0	66,064	0	0	0	0	0	66,064
Transportation	0	33,469	9,760	5,604	0	48,834	0	0	124,106	82,087	12,435	267,462
Administrative	821,375	189,982	142,348	148,877	5,940	1,308,522	61,956	0	137,375	200,045	35,629	1,743,527
Health Plan Operations	0	0	0	0	0	0	0	0	84,279	73,626	0	157,905
Marketing	0	73,300	54,784	90,684	0	218,768	0	0	32,852	25,648	0	277,268
Dietary	0	496,926	309,144	239,828	0	1,045,898	0	0	0	0	0	1,045,898
Wellness Center	0	29,654	0	0	0	29,654	0	0	0	0	0	29,654
Beauty Shop Expense	0	0	1,748	7,062	0	8,810	0	0	0	0	0	8,810
Day Care Expense	63,708	0	0	0	0	63,708	0	0	0	0	0	63,708
Total Resident Services Expenses	1,362,512	4,410,859	3,344,249	2,003,984	393,735	11,515,339	85,017	0	3,449,970	2,630,056	147,088	17,827,469
Management Fees	0	384,442	293,068	207,694	0	885,204	0	0	166,785	0	0	1,051,989
Building Lease	0	0	0	0	0	0	0	0	86,151	50,711	0	136,862
Depreciation	106,439	799,558	376,784	441,787	0	1,724,569	0	0	31,026	42,619	9,952	1,808,166
Amortization	0	7,557	2,104	29,286	0	38,948	0	0	0	0	0	38,948
Real Estate	2,633	0	0	93,815	0	96,447	0	0	0	0	0	96,447
Interest Expense	0	311,828	34,750	164,601	0	511,179	0	0	355	0	0	511,534
Insurance	24,791	113,876	77,887	50,851	248	267,653	0	0	19,385	28,834	1,553	317,425
Special Projects	0	0	0	0	0	0	0	0	0	0	0	0
Bad Debt Expense	0	31,649	2,292	3,713	20,129	57,783	0	0	19,675	0	0	77,458
Total Retirement Center Expenses	1,496,375	6,059,770	4,131,134	2,995,732	414,112	15,097,122	85,017	0	3,773,347	2,752,219	158,593	21,866,297
Retirement Center Profit (Loss)	(168,910)	300,898	195,711	(134,668)	(110,481)	82,548	(85,017)	0	172,518	(208,856)	(33,382)	(72,188)
Other Operating Expenses	10,692	65,786	51,481	35,345	504	163,809	187	0	14,355	1,933	0	180,283
Profit (Loss) from Operations	(179,603)	235,111	144,230	(170,013)	(110,985)	(81,260)	(85,203)	0	158,163	(210,789)	(33,382)	(252,471)
Contributions - Revenue	0	0	0	0	0	0	57,837	0	0	0	0	57,837
Contributions - Expense	(1,250,000)	0	0	0	0	(1,250,000)	0	0	(1,000,000)	0	0	(2,250,000)
Realized Gain/(Loss) on Investments	2,574,170	22	12	12	0	2,574,216	449,096	6,310	0	0	0	3,029,622
Change in Fair Value of Int. Rate Swap	0	(148,512)	(26,214)	0	0	(174,726)	0	0	0	0	0	(174,726)
Loss on Early Extinguishment of Debt	0	(4,632,580)	(1,254,753)	0	0	(5,887,333)	0	0	0	0	0	(5,887,333)
Gift and Thrift Shop	0	(208)	0	0	0	(208)	0	0	0	0	0	(208)
Other Non-operating Rev/(Exp)	43,803	1,206	10,748	2,000	0	57,757	0	2,250,000	0	0	0	2,307,757
Unrealized Gain/(Loss) on Investments	375,561	0	0	0	0	375,561	(34,340)	0	0	0	0	341,221
Total Non-Operating Rev/(Exp)	1,743,534	(4,780,071)	(1,270,207)	2,012	0	(4,304,733)	472,593	2,256,310	(1,000,000)	0	0	(2,575,830)
Net Profit (Loss)	1,563,932	(4,544,960)	(1,125,978)	(168,002)	(110,985)	(4,385,993)	387,390	2,256,310	(841,837)	(210,789)	(33,382)	(2,828,301)

3. EveryAge Cash Flow Statement

For the Period Ending December 31, 2021

	Home Office	Abernethy Laurels	Piedmont Crossing	Lake Prince Woods	Lake Prince At Home	EveryAge Obligated Group	EveryAge Foundation	EA Holding	Carolina SeniorCare	Elderhaus	Elderhaus at the Lake	Consolidated
Operating Activities:												
Change in Net Assets Without Donor Restrictions	1,563,932	(4,544,960)	(1,125,978)	(168,002)	(110,985)	(4,385,993)	387,390	2,256,310	(841,837)	(210,789)	(33,382)	(2,828,301)
Adjustments to reconcile change in net assets to net cash provided by operating activities:												
Net realized and unrealized gain on investments	(2,949,731)	(22)	(12)	(12)	0	(2,949,777)	(414,756)	(6,310)	0	0	0	(3,370,844)
Change in allowance for doubtful accounts	0	26,814	(15,100)	3,713	19,250	34,677	0	0	19,675	0	0	54,352
Depreciation	106,439	799,558	376,784	441,787	0	1,724,569	0	0	31,026	42,619	9,952	1,808,166
Amortization of deferred costs	0	7,557	2,104	24,564	0	34,226	0	0	0	0	0	34,226
Amortization of advance fees	0	(384,130)	(329,605)	(503,386)	0	(1,217,121)	0	0	0	0	0	(1,217,121)
Amortization of bond discounts	0	0	0	4,723	0	4,723	0	0	0	0	0	4,723
Amortization of bond premiums	0	(23,847)	(4,644)	(43,531)	0	(72,022)	0	0	0	0	0	(72,022)
Entrance fees received	0	593,350	331,019	857,989	0	1,782,358	0	0	0	0	0	1,782,358
Entrance fees refunded	0	(46,081)	(165,750)	(179,014)	0	(390,845)	0	0	0	0	0	(390,845)
Change in value of fund balances	0	0	0	0	0	0	166,341	0	0	0	0	166,341
(Increase) decrease in:												
Accounts receivable(net)	0	(512,286)	(291,325)	(89,603)	31,256	(861,959)	0	0	7	117,279	33,745	(710,928)
Other receivables	(14,328)	(5,977)	(28,296)	197,287	4,760	153,446	96,865	0	(4,501)	(3,361)	0	242,450
Prepays	(240,425)	(16,109)	(45,956)	(3,631)	(3,950)	(310,070)	(2,716)	0	28,806	(26,408)	0	(310,388)
Increase (decrease) in:												
Accounts payable	(156,676)	(17,543)	(312,884)	(471,591)	(36,843)	(995,537)	(360)	0	270,953	(109,264)	1,933	(832,275)
Accrued expenses and other payables	4,656	245,413	170,508	97,016	25,237	542,830	8,854	0	65,794	67,458	8,647	693,581
Other Current Liabilities	96,437	43,984	11,588	75,744	0	227,752	0	0	(65,232)	0	0	162,520
Resident escrows	0	0	0	342,885	0	342,885	0	0	0	0	0	342,885
Intercompany	5,414,707	(1,415,766)	(4,489,228)	275,019	71,275	(143,993)	(76,195)	0	(151,019)	387,462	(20,895)	(4,639)
Net Cash provided by operating activities	3,825,010	(5,250,045)	(5,916,775)	861,958	(0)	(6,479,852)	165,423	2,250,000	(646,328)	264,996	0	(4,445,760)
Cash flows from investing activities:												
Change of assets limited as to use	(2,999,100)	2,890,616	1,503,514	(299,813)	0	1,095,217	(131,548)	(100,263)	0	0	0	863,407
Advances from related parties, net	143,925	0	0	0	0	143,925	0	0	0	0	0	143,925
Purchases of property and equipment	(383,139)	(112,572)	(156,528)	(562,117)	0	(1,214,357)	0	(2,139,672)	(13,077)	145,174	0	(3,221,932)
Net cash used by investing activities	(3,238,314)	2,778,043	1,346,986	(861,930)	0	24,785	(131,548)	(2,239,935)	(13,077)	145,174	0	(2,214,600)
Cash flows from financing activities												
Borrowing(payments) online of credit, net	(50,498)	0	0	0	0	(50,498)	0	0	0	0	0	(50,498)
Deposits on advanced fees	0	0	0	(28)	0	(28)	0	0	0	0	0	(28)
Payoff Old Debt	0	(60,126,400)	(10,458,600)	0	0	(70,585,000)	0	0	0	0	0	(70,585,000)
Borrowings from long term debt	0	61,398,145	14,741,855	0	0	76,140,000	0	0	0	0	0	76,140,000
Misc. Financing Activities	0	(77,621)	(272,526)	0	0	(350,146)	0	0	0	0	0	(350,146)
Deferred loan costs/bond premiums	0	(896,589)	(209,046)	0	0	(1,105,635)	0	0	0	0	0	(1,105,635)
Premiums received on bonds issued	0	(2,305,505)	(448,981)	0	0	(2,754,487)	0	0	0	0	0	(2,754,487)
Loss on Early Extinguishment of Debt	0	4,632,580	1,254,753	0	0	5,887,333	0	0	0	0	0	5,887,333
Interest Rate Swap	0	148,512	26,214	0	0	174,726	0	0	0	0	0	174,726
Principal payments of long-term debt / leases	0	(301,120)	(63,880)	0	0	(365,000)	0	0	(7,195)	(10,522)	0	(382,717)
Net cash used by financing activities	(50,498)	2,472,001	4,569,789	(28)	0	6,991,264	0	0	(7,195)	(10,522)	0	6,973,546
Net increase(decrease) in cash & cash equivalents	536,198	0	0	0	(0)	536,197	33,875	10,065	(666,600)	399,648	0	313,186

4. EveryAge Profit and Loss Statement (Fiscal Year 2022 Budget)
(without Lake Prince Woods, Carolina SeniorCare, and EveryAge Foundation)

	Home Office	Aberneithy Laurels	Piedmont Crossing	Elimination of Management Fees	Combined
OPERATING REVENUES					
Total Health Care Revenue		16,418,581	9,883,032		26,301,613
Total Home Care Revenue		993,700	2,611,277		3,604,977
Total Outside Services Revenue		120,500	17,000		137,500
Total Pavilion/Assisted Living Revenues		1,075,059	866,161		1,941,220
Total ILU Service Revenue		5,310,882	4,896,304		10,207,186
Net Service Revenue	0	23,918,722	18,273,774		42,192,496
Resident Agreement Revenue		1,681,527	1,738,452		3,419,979
Other Operating Revenue	5,395,636	178,936	80,900	(2,752,339)	2,903,133
Total Center Operating Revenue	5,395,636	25,779,185	20,093,126		48,515,608
OPERATING EXPENSES:					
Health Care Expenses		7,517,889	5,235,485		12,753,374
Medical Records		73,725	43,421		117,146
Personnel	1,572,227	4,032,055	3,392,019		8,996,301
Laundry Expenses		168,144	119,265		287,409
Social Services Expenses		108,861	124,379		233,240
Activities Expenses		204,777	122,822		327,599
Spiritual Life Expenses		67,791	66,204		133,995
Housekeeping Expenses		781,753	447,052		1,228,805
Plant Maintenance Expenses		1,798,064	1,450,160		3,248,224
Staff Development Expenses		98,074	42,420		140,494
Independent Living Expenses		244,200	69,821		314,021
Pavilion/Assisted Living Expenses		591,495	237,546		829,041
Outside Services Expenses		68,400	14,304		82,704
Clinic Expenses		80,113	20,276		100,389
Home Care Expenses		343,590	1,767,461		2,111,051
Resident Services		48,063	165,595		213,658
Transportation Expenses		99,697	34,680		134,377
Administration Expenses	3,888,598	841,636	645,834		5,376,068
Marketing Expenses		413,878	396,431		810,309
Dietary Expenses		2,319,345	1,634,711		3,954,056
Wellness Center		141,586			141,586
Beauty Shop Expenses			46,000		46,000
Day Care Expenses	334,280				334,280
Total Resident Services Expenses	5,795,105	20,043,136	16,075,886		41,914,127
Management Fees		1,546,751	1,205,588	(2,752,339)	0
Depreciation Expense	415,595	3,238,571	1,600,660		5,254,826
Amortization Expense		53,515	25,208		78,723
Real Estate Taxes	10,311		0		10,311
Interest Expense	5,000	2,367,029	461,543		2,833,572
Insurance	95,774	453,740	309,025		858,539
Special Projects	25,000	25,000	25,000		
Bad Debts		100,000	30,000		130,000
Total Retirement Center Expenses	6,346,785	27,827,742	19,732,910		51,080,098
Retirement Center Profit(Loss)	(951,149)	(2,048,557)	360,216		(2,564,490)
Other Operating Expenses	46,261	167,928	155,491		369,680
Profit(Loss) from Operations	(997,410)	(2,216,485)	204,725		(2,934,170)
Contributions - Revenue		100,000			100,000
Contributions - Expense	(89,317)				(89,317)
Realized Gain(Loss) on Investments	1,930,000				1,930,000
Gift Shop					0
Other Non-Operating Revenue/(Expense)		57,437	48,499		105,936
Unrealized Gain(Loss) on Investments					0
Total Non-Operating Revenue (Expense)	1,840,683	157,437	48,499		2,046,619
Net Profit(Loss)	843,273	(2,059,048)	253,224		(887,551)